

FILE The real date is MAY 2017

Lucas A. Fykes
Direct: 614.405.8716
fykes@whitt-sturtevant.com

when Eastern took away 3. hole 2
near Canadian Avenue (lot 10)
2 hole on north 8' long 4' wide - 5' deep
3 hole was 6' long 4' wide - 5' deep
The hole was filled by police Dept August 27, 2020
Ronald F. Pugsley was told to call PUC and that to me on the lot that
2253 Arcadia Ave in East Lima took from lot 10)
Lima, OH 45805

Re: Ronald F. Pugsley vs. The East Ohio Gas Company d/b/a Dominion Energy Ohio,
Case No. 20-1365-GA-CSS

Dear Mr. Pugsley:

In accordance with 4901-1-05(D), requiring service of pleadings, please find attached Dominion
Energy Ohio's Answer to your Complaint filed with the Public Utilities Commission of Ohio in Case
No. 20-1365-GA-CSS. If you have questions, please let me know.



Lucas A. Fykes

One of the Attorneys for The East Ohio Gas
Company d/b/a Dominion Energy Ohio

Enclosure: August 27, 2020 Answer of DEO

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**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

RONALD F. PUGSLEY

Complainant,

v.

THE EAST OHIO GAS COMPANY D/B/A
DOMINION ENERGY OHIO

Respondent.

Case No. 20-1365-GA-CSS

ANSWER

In accordance with Ohio Adm. Code 4901-9-01(D), the Respondent, The East Ohio Gas Company d/b/a Dominion Energy Ohio (DEO or the Company), for its answer to the complaint of Ronald F. Pugsley (Complainant), states:

FIRST DEFENSE

1. DEO avers that Annie Pugsley is a residential customer (the Customer) currently receiving natural gas service from DEO in Shawnee Township in Allen County at 2253 Arcadia Ave, Lima, OH 45805 (the Premises) and is the primary account holder for the account ending in 6024 (the Account). DEO also avers that the Complainant is neither a co-applicant nor an authorized user for the Account, but upon information and belief, is the spouse of the Customer.

2. DEO generally avers that it neither performed nor ordered the performance of any excavation work at or around the Premises during 2017, the time at which the damage was alleged to occur; that any excavation work performed on DEO's behalf in the area of the Premises occurred in 2012, many years before the damage alleged in the Complaint; and that DEO is aware of no facts or other basis on which DEO could be deemed responsible for the damage alleged to occur. DEO further generally avers that it has repeatedly cooperated with

HEY
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Customer and Complainant and responded to their inquiries, and that the majority of the responses below address such communications.

3. DEO avers that it has no knowledge of the whereabouts of the dirt allegedly removed from Complainant's property in May 2017 but that DEO neither removed it nor ordered its removal.

4. DEO avers that the Company does not have any pipeline near the complained-of area on the Premises.

5. DEO avers that in 2012, the Company installed a gas main line and a service line along Arcadia Avenue on the same side of the road as the Premises (the Gas Main and Service Line).

6. DEO avers that it did not destroy a ditch, create a trough, remove dirt, or otherwise perform any excavation work on the Premises in 2017 or at any other time after 2012 when the Gas Main and Service Line were installed.

7. DEO avers that it did not hire a contractor to perform excavation work on the Premises in 2017 or at any other time after 2012 when the Gas Main and Service Line were installed.

*DEO PREVIOUSLY USED 2014
EVEN THOUGH IT IS 2017*

8. DEO avers that it does not have employees with the position title "overseer" and further, that it has no knowledge of a conversation that the Complainant alleges occurred with a DEO representative in May 2017.

OR FOREMAN

9. DEO avers that no DEO employee visited the Premises to mark the pipelines in 2017 or any other time after 2012 when the Gas Main and Service Line were installed and

IF IS - DEO IS CALLING THEIR EMPLOYEE A LEAD

further, that DEO does not use employees but contractors to perform this task.

by [signature]

Protection Service (OUPS) tickets, DEO determined that an unrelated pipeline company owned facilities in the area of the Premises and performed work on Complainant's property in February 2016.

11. DEO avers that, on or around February 28, 2018, ^{MAY OF 2017} the Customer filed an informal PUCO complaint, PUCO Case No 00161472 (the Informal Complaint), regarding alleged damage to the Premises.

12. DEO avers that, prior to the filing of the Informal Complaint on or around February 28, ^{MAY 2017} 2018, there is no record of the Customer or the Complainant contacting the Company concerning any alleged property damage. ^{THE PUCO CASE I CALLED MS GINDY MACK - MAY 2017}

13. DEO avers that on or around February 28, 2018, in response to the Informal Complaint, a DEO Customer Relations employee spoke with the Customer, and that the Customer admitted that she was not sure that DEO caused damage to the Premises. ^{ANNIE PUGSLEY DID NOT TALK TO A DEO PERSON A BUCKEYE PIPE LINE PERSON WAS AT MY PROPERTY}

14. DEO avers that it did not receive any further communications from the Customer ^{IN 2017 WHEN DEO WAS DIGGING ON MY PROP.} or the Complainant until late July and August 2019, at which time the Complainant requested that DEO inspect the complained-of area of the Premises.

15. DEO avers that, on or around August 7, 2019, a DEO field employee visited the ^{PREMISES} Premises in response to the Complainant's request. At that time, the employee incorrectly ^{AND SAID DEO TRIED TO SAY SHE WAS AT MY PROP IN 2014} advised that the Gas Main and Service Line had been installed in 2014, instead of 2012, when ^{NOT 2017 HER RECORDS SAY 2017 WHEN SHE MARKED THE} they were actually installed. The DEO employee correctly advised that DEO ~~had not~~ performed ^{PIPE LINE} work at the Premises in 2017, when the alleged damage occurred, and that other entities ^{NO OTHER COMPANY} performing work on the property may have been responsible for alleged property damage. ^{ONLY DEO DID THE DAMAGE, EVEN THOUGH DEO TRIED TO BLAME BUCKEYE PIPE LINE}

16. DEO avers that on or around August 16, 2019, a DEO representative had a telephone conversation with representatives of the pipeline company who performed work at the Premises in February 2016 concerning the Premises, but denies that DEO stated during that conversation that DEO had done excavation work at the Premises in 2017. *NO ONE PERFORMED WORK ON MY PROP. IN 2016 - ONLY 2017*

17. DEO avers that, on or around August 27, 2019, DEO was informed that the Complainant claimed to have a letter allegedly implicating DEO sent by the pipeline company who performed work at the Premises in February 2016 but that to date, despite requesting the letter from the Complainant, DEO has not received a copy of the letter. *NO PIPELINE WORK IN 2016. DEO WAS GIVEN PHONE NUMBERS SHE COULD*

18. DEO is without sufficient knowledge or information to admit or deny the remaining allegations in the complaint, and generally denies any allegations not specifically admitted or denied in this Answer in accordance with Ohio Adm. Code 4901-9-01(D). *CALL - THE OTHER CO. VERIFIED DEO WAS ~~THE~~ DOING THE DIGGING IN 2017*

AFFIRMATIVE DEFENSES

SECOND DEFENSE

19. The complaint does not comply with the Commission's rules requiring "a statement which clearly explains the facts." Ohio Adm. Code 4901-9-01(B). Many of the allegations are not in numbered-paragraph, but narrative, form; many of the allegations and statements in the complaint are compound; and many of the allegations omit numerous details necessary to answer them. The Company, has attempted, to the best of its ability, to answer the allegations, but reserves the right to amend its answer in the event it has incorrectly understood the allegations.

THIRD DEFENSE

20. The complaint fails to set forth reasonable grounds for complaint, as required by R.C. 4905.26.

FOURTH DEFENSE

21. The complaint does not set forth a claim for which relief may be granted.

FIFTH DEFENSE

22. DEO at all times complied with the Ohio Revised Code Title 49; the applicable rules, regulations, and orders of the Public Utilities Commission of Ohio; and the Company's tariffs. These statutes, rules, regulations, orders and tariff provisions bar Mr. Pugsley's claims.

SIXTH DEFENSE

23. DEO avers that the complaint is barred by waiver and estoppel.

SEVENTH DEFENSE

24. DEO reserves the right to raise other defenses as warranted by discovery in this matter.

EIGHTH DEFENSE

25. Claims alleged in the complaint are not within the subject-matter jurisdiction of the Commission.

WHEREFORE, DEO respectfully requests an Order dismissing the complaint and granting it all other necessary and proper relief.

I AM NOT A LAWYER, I GAVE PUBLIC, ALL THE INFORMATION I WAS ABLE TO ACQUIRE FROM 2017 TO 2020 I'M SURE WHAT I WROTE WAS FACTUAL SUCH AS THE DEO EMPLOYEE THAT TOLD ME DEO USED THE SIXTY OR MORE TONS OF DIRT FOR LANDSCAPING AT DEO'S NEW BUILDING ON ELIN ST. OR THE DEO PERSON WHO MARKED THE PIPELINE DEO WAS REPLACING IN 2017 OR THE PERSON WHO SAID HE WAS IN CHARGE OF THE JOB HE WAS DRIVING A DEO PICKUP I SEEN HIM LAST NOVEMBER RIGHT AFTER THE FIRST BIG DUMP TRUCK TOOK THE PROPERTY LOADED WITH TENS OF DIRT, I SEEN FIVE LOADS LEAVE, THE SIXTH LOAD DEO TOOK WAS THE DIRT FROM THE THREE HOLES BY THE ROAD

Dated: August 27, 2020

Respectfully submitted,

/s/ Christopher T. Kennedy

Mark A. Whitt (0067996)

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(All counsel willing to accept service by email)

ATTORNEYS FOR THE EAST OHIO GAS
COMPANY D/B/A DOMINION ENERGY OHIO

CERTIFICATE OF SERVICE

ERROR: syntaxerror, that a conv of the foregoing Answer was served by mail to the following
OFFENDING COMMAND: --nostringval--

STACK:: this 27th day of August, 2020:

Ronald F. Pugsley
2253 Arcadia Ave
Lima, OH 45805

/s/ Lucas A. Fykes
One of the Attorneys for The East Ohio Gas
Company d/b/a Dominion Energy Ohio

Mr Dullin,

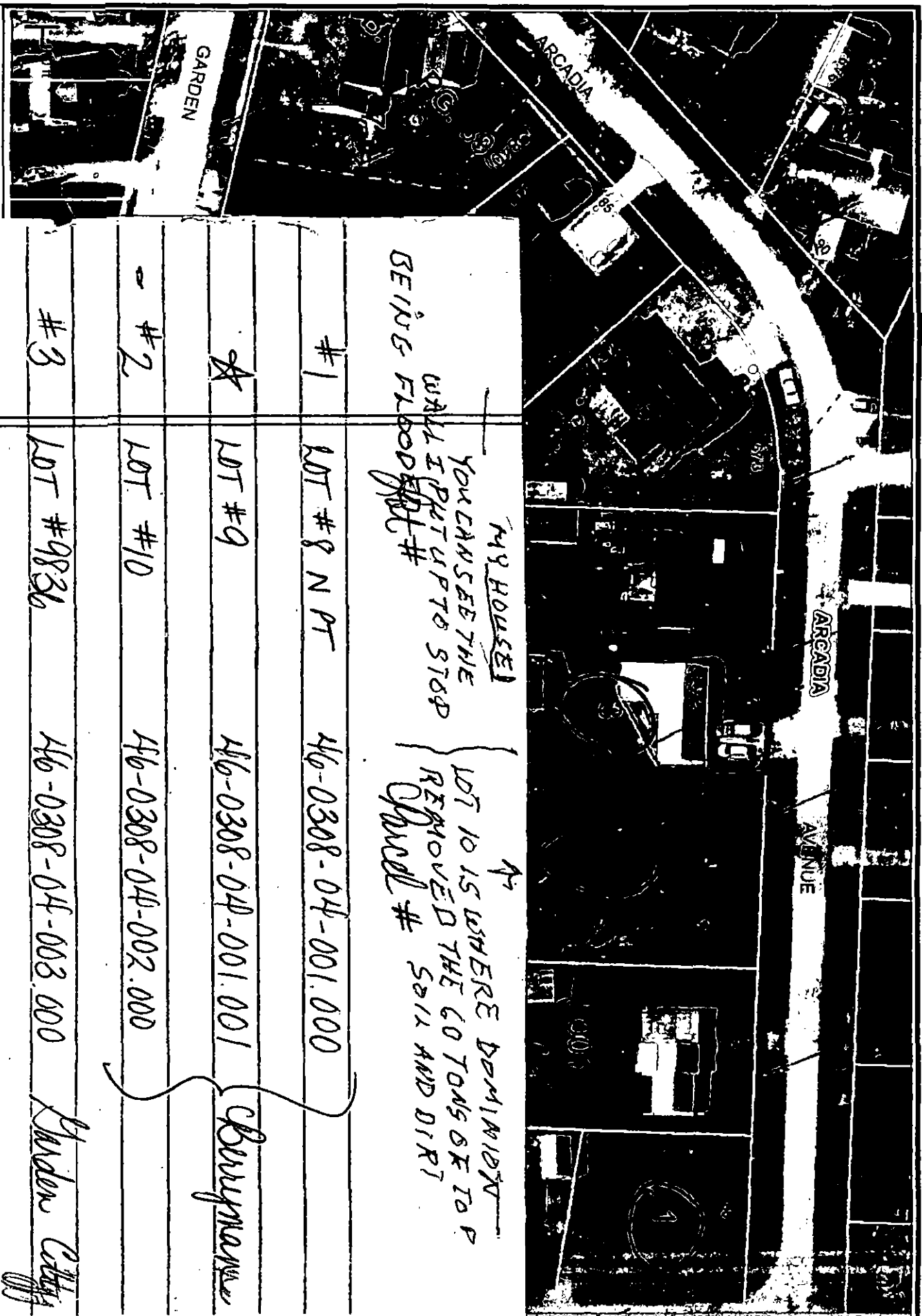
as you know, I called the Cleveland and Columbus bar associations, no lawyers were interested so I guess Mr Brown is my advocate. I'm sure he can represent me as well as other lawyers.

I have mes layed the letter I wanted you to see but the white stewart LLP gives you a good idea of the miss dated they used. I guess to confuse people the true date is May 1st thru May 11th 2017.

I understand the contractor Dominion used to dig and take away my top soil and dirt and caused my home to be flooded is from Van Wert Ohio I couldn't get the contractors name.

Thanks for any help
you and Mr Brown is able to do for my wife and me.
she is 87 I am 87 years of age

Ronald Piegley



#1	LOT #8 N PT	46-0308-04-001.000	
☆	LOT #9	46-0308-04-001.001	Bennyman
- #2	LOT #10	46-0308-04-002.000	
#3	LOT #9836	46-0308-04-003.000	Harnden City

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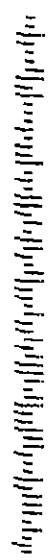
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Ronald F. Pugsley
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