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BEFORE  
THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Complaint  
Of Lynda T. Givens  
2565 Kipling Ave.  
Apt 1  
Cincinnati, Ohio 45239

Complainant

v.

Duke Energy Ohio, Inc.

Respondent

Case No. 07-1190-GA-CSS

PUCO

2007 DEC -5 PM 5:25

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ANSWER OF DUKE ENERGY OHIO, INC

FIRST DEFENSE

For its Answer to the Complaint of Lynda T. Givens ("Complainant"), Duke Energy Ohio, Inc. ("DE- Ohio") states as follows:

1. DE-Ohio denies the allegations that the Company has been "unjust and unreasonable in direct connection to [Complainant] as a customer in billing [Complainant] for gas that [Complainant] never used or that was requested from [DE-Ohio]" as set forth on page one of the complaint. DE-Ohio denies the remainder of the allegations contained on page one of the complaint.
2. In response to paragraph one, page 2 of the Complaint, DE-Ohio admits that it charged Complainant for customer charges and gas delivery riders related to natural gas meter number 00294086, installed in the basement of the building in which Complainant resides. The gas delivery riders charged included the Ohio Excise Tax Liability Rider (Rider ETR) and DE-Ohio's Accelerated Main

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Replacement Rider (Rider AMRP). These riders are not billed based upon natural gas consumption, but are flat charges based upon having an active natural gas account.

3. DE-Ohio denies the allegations contained in paragraph two, page 2 of the complaint.
4. In response to the allegations contained in paragraph three, page two of the complaint, DE-Ohio is without sufficient information to admit or deny the truth of Complainant's allegation that she has no gas appliances. DE-Ohio admits that the natural gas meter on Complainant's account has not registered any natural gas consumption. DE-Ohio denies the remainder of the allegations contained in paragraph three, page two of the complaint. The premises occupied by Complainant has a natural gas meter because there is a natural gas line coming into the premises to serve Complainant's residence. DE-Ohio provided the natural gas meter to serve the premises as it is required to do. DE-Ohio did not perform the internal plumbing of the Premises and has no control as to whether or not Complainant uses or will use the natural gas. There is natural gas service running to the premises and an individual meter is assigned to serve each residence on the premises. The customer prior to Complainant was an electric account only and did not have natural gas service. When Complainant initiated her account in 2003, natural gas service was initiated. Complainant could have contacted DE-Ohio at any time to request that the natural gas meter be resealed and disconnected. Complainant did not and accordingly, DE-Ohio incurred costs in standing by ready to serve Complainant via this meter, including monthly

meter readings. DE-Ohio is permitted to recover its costs through a Commission approved customer charge, irrespective of consumption for this meter being in service and standing by ready to serve Complainant. The customer charge and delivery riders charged to Complainant were in accordance with DE-Ohio's Commission approved tariffs and were not based upon consumption.

5. DE-Ohio is without sufficient information to admit or deny what the PUCO representative may have told Complainant. DE-Ohio admits that as a customer courtesy, it did offer to credit Complainant for one-year worth of charges to settle Complainant's dispute. DE-Ohio denies the remainder of the allegations contained on page 2 of the complaint.
6. DE-Ohio denies the allegations contained in paragraph one, page 3 of the complaint.
7. In response to the allegations contained in paragraph two, page 3 of the complaint, DE-Ohio is without sufficient information to admit or deny the truth of the allegation regarding how Complainant feels. The customer is responsible for notifying DE-Ohio regarding any changes to the service they require. DE-Ohio provided Complainant with service as Complainant requested and as DE-Ohio is required to do. DE-Ohio denies that it neglected to turn off the natural gas meter. DE-Ohio's standard procedure is to seal the natural gas meter when a customer cancels service and a new service is not initiated for the meter. Prior to August 2007, Complainant did not request that DE-Ohio disconnect natural gas service and/ or seal the natural gas meter. The customer prior to Complainant did not have a natural gas account and upon information and belief, the meter was sealed.

8. DE-Ohio denies the remainder of the allegations contained in the complaint.

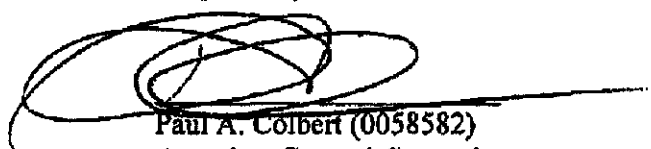
**AFFIRMATIVE DEFENSES**

9. DE-Ohio asserts as an affirmative defense that pursuant to R.C. 4905.26 and O.A.C. 4901-9-01-(B)(3), Complainant has failed to set forth reasonable grounds for complaint.
10. DE-Ohio asserts as an affirmative defense that at all times relevant to Complainant's claims, DE-Ohio has provided reasonable and adequate service and has billed the Complainant according to all applicable provisions of Title 49 of the Ohio Revised Code and regulations promulgated thereunder, and in accordance with all of DE-Ohio's filed tariffs.
11. DE-Ohio asserts as an affirmative defense that at all times relevant to Complainant's claims, the Company is acting in conformance with O.A.C. 4901:1-10-23 and R.C. 4933.28.
12. DE-Ohio asserts as an affirmative defense that Complainant has not stated any request for relief that can be granted by this Commission.
13. DE-Ohio asserts that to the extent Complainant is seeking monetary damages, such relief is beyond the scope of the jurisdiction of this Commission.
14. DE-Ohio asserts as an affirmative defense that Complainant has failed to join a necessary party.
15. DE-Ohio reserves the right to raise additional affirmative defenses or to withdraw any of the foregoing affirmative defenses as may become necessary during the investigation and discovery of this matter.

**CONCLUSION**

WHEREFORE, having fully answered, DE-Ohio respectfully moves this Commission to dismiss the Complaint of Lynda Givens for failure to set forth reasonable grounds for the complaint and to deny Complainant's Request for Relief.

Respectfully Submitted,

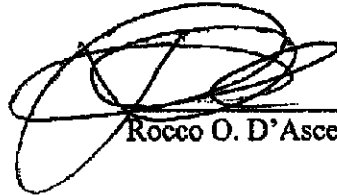
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**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing Answer to the complaint of  
Lynda givens was served via regular US Mail postage prepaid, this 5th day of  
December 2007, upon the following:

Lynda T. Givens  
2565 Kipling Ave.  
Apt 1  
Cincinnati, Ohio 45239

A handwritten signature in black ink, appearing to read 'Rocco O. D'Ascenzo', is written over a horizontal line.

Rocco O. D'Ascenzo (0077651)