# RECEIVED-DOCKETING DI

### BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO

John L. Ondrovich 2020 Milton Street Idian Springs, Ohio 45015 Mailing address: 1108 Sipple Ave Hamilton, Ohio 45011

Complainant,

Case No. 09-917-EL-CSS

010 FEB 24 PH 12: ;

PUCO

٧,

**Duke Energy Ohio** 

Respondent

## RESPONSE TO INTERROGATORIES AND REQUESTS FOR PRODUCTION OF DOCUMENTS BY COMPLAINANT JOHN L. ONDROVICH

(January 8th 2010)

#### Notice,

I John L. Ondrovich did not receive the Interrogatories and Requests for Production of Documents by Duke Energy Ohio, until January 5<sup>th</sup> 2010. As it was mailed to the property in question as listed within my complaint, As listed within my complaint, Duke Energy has refused utility service to me at the address of 2020 Milton Street, Indian Springs, Ohio 45015 as of August 21<sup>st</sup> 2009.

I have since remained at 1108 Sipple Ave, Hamilton, Ohio 45011 and any and all correspondence should furthermore be mailed to my mailing address until this complaint is resolved.

I simply could not live in these winter weather conditions at the property in question of 2020 Milton Street, Indian Springs, Ohio 45015 without utility service.

Respectfully Submitted;

John L. Ondrovich

Making Address: 1108 Sipple Ave,

Hamilton, Ohio 45011

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of bushness

#### RESPONSE TO INTERROGATORIES

- 1. RESPONSE: I, John L. Ondrovich of 2020 Milton Street, Indian Springs, Ohio 45015 Mailing Address: 1108 Sipple Ave. Hamilton Ohio 45011 513-546-7689 or 513-557-6493 am providing all information to respond to these interrogatories and request for production of documents.
- 2. RESPONSE: I, John L. Ondrovich was advised by Duke Energy Ohio's customer service department to contact the Ohio Public Utilities Commission regarding filing a complaint against Duke Energy Ohio.

#### 3. RESPONSE:

(A) Property: 1108 Sipple Ave, Hamilton, Ohio 45011

(B) Purchase Date: November 13th 2001

(A) Property: 2020 Milton Street, Indian Springs, Ohio 45015

(B) Purchase Date: August 17th 2009

- 4. RESPONSE: 1, John L. Ondrovich have been a previous utility customer of Duke Energy Ohio or one of its predecessor's The Cincinnati Gas & Electric Company or Cinergy beginning on or about November 1987 at the address of 717 Beechwood Ave, Cincinnati, Ohio ending April of the year 1992. During this time I was married to Carolyn J. Ondrovich whom I am now divorced from.
- 5. RESPONSE: Michael Luciano is my 31 year old son, whom has the given name of Jeramie Ondrovich. Michael Luciano aka Jeramie Ondrovich had legally changed his name in the year of 2001. Michael Luciano has provided me with a copy of his legal name change form provided from the court. This form is attached as "Exhibit A'.
- 6. RESPONSE: I, John L. Ondrovich, paid Michael Luciano a total of \$8,500.00 on August 17th 2009 as down payment for the property located at 2020 Milton Street, Indian Springs, Ohio 45015, \$5,000.00 (Five Thousand Dollars) of this payment being cash and the remaining \$3,500.00 in construction services performed by me on a property located at 760 Kenworth Ave, Hamilton, Ohio 45013 that was once owned by Michael Luciano.

On, September 1st 2009 a payment of \$900.00 was made to Michael Luciano on the Land Installment Contract.

On, October 5st 2009 a payment of \$900.00 was made to Michael Luciano on the Land Installment Contract.

On, November 3<sup>rd</sup> 2009 a payment of \$900.00 was made to Michael Luciano on the Land Installment Contract.

On, December 2<sup>nd</sup> 2009 a payment of \$900.00 was made to Michael Luciano on the Land Installment Contract.

On, Januaray 2<sup>nd</sup> 2010 a payment of \$900.00 was made to Michael Luciano on the Land Installment Contract.

All other fees, taxes, assessments relative to the property located at 2020 Milton Street, Indian Springs, Ohio 45015 are included within my payment on my Land Contract dated August 17th 2009.

7. RESPONSE: I, John L. Ondrovich have not made any payments to HSBC Mortgage Corporation. I have only made payments to Michael Luciano.

Michael Luciano then makes any and all payments due on the Mortgage relative to the property located at

2020 Milton Street, Indian Springs, Ohio 45015.

- 8. **RESPONSE:** No persons have resided with me at the property located at 2020 Milton Street, Indian Springs, Ohio 45015.
- 9. RESPONSE: Interrogatory No. 7 inquires about payments made to HSBC Mortgage Corporation and does not contain any information concerning the question of Interrogatory No. 9.
- 10. RESPONSE: Interrogatory No. 7 inquires about payments made to HSBC Mortgage Corporation and does not contain any information concerning the question of Interrogatory No. 10.
- 11. **RESPONSE:** I, John L. Ondrovich purchased the property on August 17th 2009 by means of Land Installment Contract and the utilities were disconnected on or about August 21st 2009. I was personally cleaning and preparing to move into the property in question at the time of utility disconnection, from my property located at 1108 Sipple Ave, Hamilton, Ohio 45011. I have never resided at the property located at 2020 Milton Street, Indian Springs, Ohio 45015 but have continued to make monthly payments as per my Land Installment Contract pending the result of my complaint against Duke Energy Ohio.
- 12. RESPONSE: I John, L. Ondrovich have been discriminated against by Duke Energy Ohio for the following reasons:
- (A) Duke Energy Ohio has failed to recognize me as the new legal owner of the property located at 2020 Milton Street, Indian Springs, Ohio 45015, by means of a legal "Land Installment Contract" which is an executory agreement which by its terms is not required to be fully performed by one or more of the parties to the agreement within one year of the date of the agreement and under which the vendor agrees to convey title in real property located in this state to the vendee and the vendee agrees to pay the purchase price in installment payments, while the vendor retains title to the property as security for the vendee's obligation. pursuant to Chapter 5313.01 of the Ohio Revised Code.

Since I purchased the property located at 2020 Milton Street, Indian Springs, Ohio 45015 on a "Land Installment Contract" Duke Energy Ohio has refused me service as a new owner & applicant for service.

- (B) Duke Energy Ohio has also discriminated against me for being the father of Michael Luciano aka Jeramie Ondrovich due to the fact that I purchased the property located at 2020 Milton Street, Indian Springs, Ohio 45015 from him, and they tell me that he owes an outstanding bill with them, therefore denying me utility service at the property located at 2020 Milton Street, Indian Springs, Ohio 45015, even though my son Michael Luciano is 31 years old and has not resided with me since he was a child.
- 13. RESPONSE: The utility (Gas & Electric) for the property I own located at 1108 Sipple Ave, Hamilton Ohio 45011 & the property owned by my mother Bessie Ondrovich located at 1005 Westview Ave, Hamilton, Ohio 45013 is the City of Hamilton Department of Public Utilities.

#### RESPONSE TO REQUESTS FOR PRODUCTION OF DOCUMENTS

1. RESPONSE: I do not have a copy of any contract for the property located at 2020 Milson Street, Indian Springs, Ohio 45015, as mentioned in this paragraph of the requests for production of documents.

However, I have attached a true and accurate copy of the Land Installment Contract for the property located at 2020 Milton Street, Indian Springs, Ohio. This attached copy confirms filing of the document with the Recorder's Office, Butler County, Ohio. "Known as Exhibit B".

- 2. RESPONSE: Interrogatory No. 5. Does not identify any fees, taxes, assessments, or services to which to provide a response. Interrogatory No. 5. Simply asks my relationship with Michael Luciano.
- 3. RESPONSE: All proof of payment regarding the Land Installment Contract between myself and Michael Luciano is attached and furthermore known as "Exhibit C".
- 4. RESPONSE: All proof of payment regarding the Land Installment Contract between myself and Michael Luciano is attached and furthermore known as "Exhibit C".
- 5. RESPONSE: All proof of payment regarding the Land Installment Contract between myself and Michael Luciano is attached and furthermore known as "Exhibit C".
- 6. RESPONSE: As mentioned in my response to Interrogatory No. 7, . I, John L. Ondrovich have not made any payments to HSBC Mortgage Corporation. I have only made payments to Michael Luciano.

Michael Luciano then makes any and all payments due on the Mortgage relative to the property located at 2020 Milton Street, Indian Springs, Ohio 45015.

7. RESPONSE: I, John L. Ondrovich rely upon a legal Land Installment Contract attached and known as "Exhibit B" and furthermore rely on the following in which no attachment is required:

Duke Energy Ohio "Failed to follow its rules and regulations on file with the Ohio Public Utilities Commission for the following reason:

#### 4901:1-18-11 Insufficient reasons for refusing or disconnecting service.

The company shall not refuse service to or disconnect service to any applicant/customer for any of the following reasons:

- (A) Failure to pay for service furnished to a former customer unless the former customer and the new applicant for service continue to be members of the same household.
- I, John L. Ondrovich have been refused service as a new applicant for failure to pay for service furnished to a former customer of Duke Energy Ohio that does not reside in the same household.
- I, John L. Ondrovich do not and will not reside with anyone that previously lived at the address in question of 2020 Milton Street Indian Springs, Ohio 45015.
- I, John L. Ondrovich purchased the property from my 31 year old son Michael Luciano aka Jeramie Ondrovich on August 17<sup>th</sup> 2009 on a Land Installment Contract.
- I, John, L. Ondrovich have never previously lived in the property located at 2020 Milton Street, Indian Springs, Ohio 45015 prior to August 17<sup>th</sup> 2009.

There are only two reasons in which service is being refused to me.

- 1. I purchased the property on a Land Installment Contract.
- 2. Michael Luciano aka Jeramie Ondrovich is my son.

If I would have purchased the property with a realtor, and pursued my own financing I would not have been refused service from Duke Energy Ohio.

Duke Energy Ohio is discriminatory towards me for failing to recognize my Land installment Contract dated August 17<sup>th</sup> 2009.

This is a legal form of ownership of real property as recognized with the State of Ohio under Chapter 5313.01 of the Ohio Revised Code.

- 8. RESPONSE: Duke Energy Ohio has not given me any documents relative to the events described within my complaint.
- 9. RESPONSE: I have no reports, opinions, correspondence, memoranda from any experts, I base my complaint on my own opinion(s) and facts.

Respectfully submitted,

John L. Ondrovich 108 Sipple Ave, Hamilton, Ohio 45011

#### **CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing was provided to the persons listed below via regular U.S. mail, postage paid, and by fax as requested, and by email this graduary 2010.

Elizebeth H. Watts
Assistant General Counsel
Duke Energy Business Services
221 E. Fourth Street, 25 AT II
Cincinnati, Ohio 45202
Elizebeth,watts@duke-energy.com

Fav: 614-222-1337

John L. Ondrovich

AOC-296 Doc. Code: OCN	ATTA.	
Rev. 9-99 Page 1 of 2		Case No. 01- P-00297
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.OC-296 .₹ev. 9-99 Page 2 of 2

Doc. Code: OCN

STATE OPOSERCHERKENE above findings of fact, IT IS HEREBY ORDERED that the name is changed.

Exhibit A

#### COUNTY OF BOONE

1. PAT GUTZEIT, Clark of the Circuit/District Courts, do hereby certify that the foregoing is a true and correct copy of the original as recorded in my office. . day of

PAT GUTZEIT

Dated<sub>B</sub>

Attorney Name and Address (If any)

#### NOTICE TO ADULT PETITIONER:

Pursuant to KRS 186.540, if you have applied for or are in receipt of a Kentucky driver's license, you have ten (10) days after entry of this Order to notify the Kentucky Transportation Cabinet in writing of your name change and the number of your current driver's license.

Pursuant to KRS 401.040, if a name change is Ordered, send-a certified copy of this Order to the county clerk for recording and instruct the petitioner to pay the county clerk's recording fee. KRS 64.012.

RENK PING

STATE OF KENTUCKY, COUNTY OF BOONE, SCL.

I, RENA PING, Clerk of the County Court in and for the county and state aloresaid, do hereby certify that the toregoing is a true and corn copy of the original on record in this Book 868 Page 25B records of Boone County Clerk's Office.

Given under my hand and official seal, this th

2007 Ju<u>ne</u>

RENALPING, Clerk

PILYM K ROUSE DEMITY CLERK: ELIZABETH PRYME

PAGES 258 - 259 NOOK MC868

> **BOONE COUNTY** PG 259

Exhibit 15#1

Image ID: 000007438804 Type: OFF Page India LAND CONTRACT Recorded: 11/02/2009 at 02:02:28 Properties of 4 type: 10/02/2009 at 02:02:28 Properties of 4 type: 11/02/2009 at 02:02:28 Properties of 4 type

#### LAND INSTALLMENT CONTRACT

This Agreement, made and entered into between Michael Luciano, a single person, who resides at 2162 NW 77th Terrace, Pompano Beach Florida, 33063 herein after referred to as "VENDOR", and John Ondrovich, whom has the mailing actives to 1100 day of the second se

VENDOR agrees to sell and convey and DEE agrees to purchase upon the following provisions, terms and conditions the property and appurter described as follows:

See Exh. A" (LEGAL DESCRIPTION)

Also Known as 202 Street, Indian Springs, Ohio 45015

Subject to all restrictions, conditions cover and easements of record, all legal highways, all zoning and building laws, ordinances and regulations

VENDEE Agrees to pay VENDOR the pure separce in the sum of \$98,500.00 (Ninety Eight Thousand Five Hundred Dollars and no/100) as follows:

The sum of \$8,500.00 shall be paid to Vendor upon execution of this agreement.

The balance of \$90,000.00 (Ninety Thousand Dollars and no/100), Shall be paid in monthly installments of Nine Hundred and no/100 (\$900.00) Dollars, commencing on September 1<sup>st</sup>, 2009 and alike sum on the same day of each month thereafter, until the selling price and accrued interest are paid in full. This \$900.00 (Nine Hundred Dollars and no/100) monthly payment includes insurance and will be deducted from the monthly payment before the same and will be deducted from the

The unpaid balance shall bear interest at the rate of 10% (Ten passes) installment shall be applied first to the payment of accrued interest and the remainable to the balance of the selling price.

The following is a list of any charges or fees for services includable in this contract separate from the selling price stated above:

#### NONE

VENDEE has the privilege of paying any amount in excess of the monthly installment to refer balance of the selling price, in part or in full, without penalty.

The VENDOR states the following is a list of encumbrances again

- 1. HSBC Mortgage Corporation in the amount of \$72,380.00
- HSBC Mortgage Corporation in the amount of \$10,857.00

The prevailing custom in Butler County, Ohio, where this real evidence of title: The VENDEE is to obtain his own evidence of

VENDOR and VENDEE agree that is VENDOR defaults on an analysis may pay said mortgage and credit said payments against the monthly installment payments against the monthly installment payments.

The unpaid minutes simulated printed in the rate for the contract installment shall be applied first to the payment of accrued interest and the remainder to the reduction of the balance of the selling price.

The following is a list of any charges or fees for services includable in this contract separate from the selling price stated above:

#### NONE

VENDEE has the privilege of paying any amount in excess of the monthly installment to reduce the balance of the selling price, in part or in full, without penalty.

The VENDOR states the following is a list of encumbrances against said real estate:

- 1. HSBC Mortgage Corporation in the amount of \$72,380,00
- 2. HSBC Mortgage Corporation in the amount of \$10,857.00

The prevailing custom in Butler County, Ohio, where this real est evidence of title: The VENDEE is to obtain his own evidence of in

VENDOR and VENDEB agree that is VENDOR defaults on any mortgage on may pay said mortgage and credit said payments against the monthly installment payments provided for herein.

VENDEE shall be given possession of the real estate on, immediately to have and to hold for his own proper use; and VENDEE agrees to keep all structures, fixtures, and improvements in good repair. subject to reasonable inspection by the VENDOR.

VENDOR shall maintain the current insurance policy for fire and hazard insurance on the property. This insurance is included in the monthly payment described within this Land Installment Contract above. This insurance is paid directly from the VENDOR'S escrow account and is included within the VENDOR'S monthly mortgage payment. Vendor will add the VENDER'S name to this policy as the additional insured. HSBC Mortgage Corporation and Michael Luciano save first and all rights to any claims at

Exh.b.+B#3

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F11+# 2009-00053898 2 BK 8 168 P9 425

to fire, Hazard, or Casualty. VENDOR will do everything within his power to protect the interest of the VENDEE if any claims arise as long as all the terms and provisions within this contract are current and not in default by the VENDEE. A copy of the current insurance will be provided to the VENDEE.

The VENDEE shall not undertake any renovations, alterations, or improvement on said premises, without the prior written consent of the VENDOR.

The VENDEE shall indemnify and hold VENDOR and the property of the VENDOR, including VENDOR'S interest in said property, free and clear from liability for any and all mechanics liens or other expense or damages resulting from any renovations, alterations, additions, repairs, or other work placed on said property by the VENDEE.

VENDEE agrees to pay taxes and assessments that become due after execution of this agreement.

VENDOR is responsible for paying any prior taxes or assessments prior to the execution of this agreement.

If VENDEE fails to provide insurance, or fails to pay taxes and assessments as agreed herein, Vendor, at his option may pay insurance premiums and/or pay taxes and assessments, and such amounts shall become and additional payment of principal immediately due and payable from VENDEE TO VENDOR. Such payment by Vendor shall not constitute a waiver of VENDEE'S default.

VENDEE shall indemnify and hold the **VEND**OR harmless from any and all damages which occur as a result of the negligence of the VENDEE or other actions of the VENDEE.

The VENDEE shall transfer all utilities serving the premises within 10 days after taking possession of the property.

VENDEE shall comply with all laws, ordinances, regulations, and orders of public authority with respect to the premises and shall not permit the premises to be used for any illegal purposes.

It is specifically understood between the **VENDOR** and **VENDEE** that any improvements or repairs on the premises, become the property of the **VENDOR**, until all obligations of the **VENDEE** have been made under this agreement.

The following is a statement of any pending order of any public agency against said real estate:

NONE

It is expressly agreed that time is of the essence of this Agreement. In the event VENDEE defaults in the payment of principal or interest as provided herein, or if VENDEE defaults in the performance of any other covenants to be performed by VENDEE as provided herein, and such default is not cured within 31 days, as provided by law, VENDOR may enforce his security in said real estate under the procedures provided in the Ohio Revised Code Chapter 5313.

The failure of VENDOR to exercise the option to enforce his rights for any default of vendee, shall not constitute a waiver of the above provisions.

Whenever VENDEE has fully performed the conditions of this Agreement on his part to be performed, then VENDOR agrees to convey the fee simple and marketable title to the real estate by warranty deed, with release of dower and free of encumbrances, to VENDEE or his heirs and assigns, subject however, to easements and restrictions now applicable to the real estate. No other evidence of title shall be farnished VENDEE by VENDOR, in accordance with the prevailing custom in this area.

VENDEE agrees not to assign or in any manner sell or contract to convey has leave a without the written consent of VENDOR.

This Land Installment Contract shall be construed and enforced in accordance with the laws of the State Ohio. This Land Installment Contract shall constitute the entire agreement of the VENDEE and VENDOR and no oral, verbal or implied agreement shall conceal, modify or vary the terms of this Land Installment Contract.

It is expressly agreed that time is of the essence of this Agreement of principal or interest as provided herein, or if VENDEE defaults in the performance of the covenants to be performed by VENDEE as provided herein, and such default is not cured within 31 days, as provided by law, VENDOR may enforce his security in said real estate under the procedures provided in the Ohio Revised Code Chapter 5313.

The failure of VENDOR to exercise the option to enforce his rights for any default of vendee, shall not constitute a waiver of the above provisions.

Whenever VENDEE has fully performed the conditions of this Agreement on his part to be performed, then VENDOR agrees to convey the fee simple and marketable title to the real estate by warranty deed, with release of dower and free of encumbrances, to VENDEE or his heirs and assigns, subject however, to easements and restrictions now applicable to the real estate. No other evidence of title shall be furnished VENDEE by VENDOR, in accordance with the prevailing custom in the tree.

VENDEE agrees not to assign or in any manner sell or contract to c

Exh. by 6 24

This Land Installment Contract shall be construed and enforced in accordance with the stallment Contract shall constitute the entire agreement of the Tand PE and VENDER and no oral, verbal or implied agreement shall conceal, modify or vary the terms of this Land Installment Contract.

It is specifically understood between the VENDOR and VENDEE that this land contract is months without written approval of both parties.

Whenever used herein, the terms "Vendor" and "Vendor" include all parties to this instrument and their

Exhibit B#5

Image ID: 000007438806 Type: 0FF Kind: LAND CONTRACT PAGE 3 of 4 File# 2009-00053898

BK 8168 PG 426

heirs, legal representatives and assigns or successors.

Witness our hands this 177 day of August, 2009.

Methodologo 108,17,09

For recording purposes this section must attend within the presence of a Notary Public

VENDOR Shall cause a copy of this Agrantion to be recorded at the Butler County Recorder's Office, Butler County, Ohio.

Witness our hands this \_\_\_\_\_\_\_, day of \_\_\_\_\_\_\_\_\_, 2009.

Signed in the presence of:

MICHAEL LUCIANO, VENDOR

JOHN ONDROVICH, VENDEE

State of Ohio

**Butler County SS** 

THIS INSTRUMENT WAS PREPARED

This \_\_\_\_\_ day of \_\_\_\_\_, 2009, before me a Notary Public in personally appeared Michael Luciano Vendor and John Ondrovich V. Installment Contract, and acknowledged the signing thereof to be different contract.

Deboral a Moore alicie

Notary Public State of Ohio



State of Ohio

Exh.bit B#6

THIS INSTRUMENT WAS PREPARED OF Michael Luciano

**Butler County SS** 

Moore Olecie

Notary Public State of Ohio

MICHAEL LUCIANO ON A

JOHN L ONDEDVICH OD DR

A RY PURIOR OF OF OF OF

DEBURAH A. MOORE Notary Public, State of Ohio My Commission Expires March 8, 2010 EXILAB #7

Image ID: 000007438807 Kind: LAND CONTRACT

File# 2009-00053898 BK 8168 Pg427

**EXHIBIT "A"** 

Situated in the County of Butler, in the State of Ohio, and in the Township of Fairfield.

Lots numbered Eighty Three and Eighty Four (83 & 84) as said lots are known and designated upon the recorded plat of Homewood Subdivision Number One (1) in Section 30, Town 2, Range 2, Fairfield Township, Butler County, Ohio. 32

Parcel Nos: A0300037000083/A030003

red 1077 (one thousand seventy seven) and

No. 0004	Dec 2 nd 20 09
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from Dec - 1st 09 10 Jan 1st \$ 900,00 Pard Cash	Marlel Union

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from August Down payment to West Due Sept 1st	20_09
\$ 5,000,00 Paid in Cash Reciped by Much	of Vine

No. <u>0003</u>	November 3rd 20 09
Received From John Onlovich	
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from Nov, 13+ to Decan	ber 1st 20 09
\$ 900.00 Pard Cash - 1	Model dine

Exhibit C Page 1

Received, From John L. C.  PINE Hundred Da  For Plant of Land (antiact  from 69/01/09 to  \$ 900.00 Paid (ast	10/01/09 20 09  Molarich  1/01/20 M. How St. 45015  10/01/09 20 09
Received From John Ondov  Received From John Ondov  This New Land Contract  from October 1st to  \$ 900.00 Pard Cas	October 5th 2009  The and 00/100 Dollars  2020 Milton st 45015  November 15t 20 09
Received From John L. ( No. 0005  Received From John L. ( No. 0005  Hundred  For Reprof Land Contract  from Jan 2nd to  \$ 900.00 — Co.Sh —	Dan 2 nd 20 10  Dallows 00/100 Dollars  + 2020 Milton St, 45015  Feb 15+ 20 10

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