

FILE

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

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In the Matter of the Complaint of:)	
)	
The City School District of)	
The City of Cincinnati,)	
Complainant)	Case No. 10-2824-EL-CSS
)	
v.)	
)	
Duke Energy Ohio, Inc.)	
Respondent)	
)	
Relative to Multiple Violations of)	
Various Sections of 4905 and 4909,)	
Revised Code, as Set Forth Herein.)	

ANSWER OF DUKE ENERGY OHIO, INC.

Comes now Duke Energy Ohio, Inc. (Duke Energy Ohio), by and through counsel, and for its Answer to the Complaint of the City School District of the City of Cincinnati (CPS) in this proceeding, respectfully states as follows:

1. With respect to the allegations set forth in Paragraph 1 of the Complaint, Duke Energy Ohio admits that it provides utility service to CPS pursuant to tariffs approved by the Public Utilities Commission of Ohio (Commission). With respect to the remaining allegations contained in Paragraph 1, Duke Energy Ohio is without knowledge or information sufficient to form a belief as to the truth thereof and thus denies the same.

2. Duke Energy Ohio is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 2 of the Complaint and thus denies the same.

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3. Duke Energy Ohio admits the allegations contained in Paragraph 3 of the Complaint.

4. The allegations contained in Paragraph 4 of the Complaint seek a legal opinion or conclusion to which no response is required. However, to the extent a response is required, Duke Energy Ohio admits that the Commission's authority and jurisdiction are set forth in the Ohio Revised Code. With respect to the remaining allegations set forth in Paragraph 4, Duke Energy Ohio is without knowledge or information sufficient to form a belief as to the truth thereof and thus denies the same.

5. With respect to the allegations contained in Paragraph 5 of the Complaint, Duke Energy Ohio admits only that CPS requested electric service from Duke Energy Ohio. With respect to the remaining allegations set forth in Paragraph 5, Duke Energy Ohio is without knowledge or information sufficient to form a belief as to the truth thereof and thus denies the same.

6. To the extent the allegations contained in Paragraph 6 of the Complaint infer or allege any wrongdoing or negligent conduct on the part of Duke Energy Ohio, said allegations are expressly denied. Answering further, Duke Energy Ohio denies that CPS is incapable of or without the expertise to determine utility rates. With respect to the remaining allegations set forth in Paragraph 6, Duke Energy Ohio is without knowledge or information sufficient to form a belief as to the truth thereof and thus denies the same.

7. Duke Energy Ohio denies the allegations contained in Paragraph 7 of the Complaint.

8. The allegations contained in Paragraph 8 of the Complaint seek a legal opinion or conclusion to which no response is required. However, to the extent a response is required, Duke

Energy Ohio states that its tariffs approved by the Commission set forth the terms and conditions relevant to the utility service provided by Duke Energy Ohio. Answering further, Duke Energy Ohio denies that it has violated its service regulations and/or approved tariffs. With respect to the remaining allegations set forth in Paragraph 8, Duke Energy Ohio is without knowledge or information sufficient to form a belief as to the truth thereof and thus denies the same.

9. The allegations contained in Paragraph 9 of the Complaint seek a legal opinion or conclusion to which no response is required. However, to the extent a response is required, Duke Energy Ohio states that its tariffs approved by the Commission set forth the terms and conditions relevant to the utility service provided by Duke Energy Ohio. Answering further, Duke Energy Ohio denies that it has violated its service regulations and/or tariffs. With respect to the remaining allegations set forth Paragraph 9, Duke Energy Ohio is without knowledge or information sufficient to form a belief as to the truth thereof and thus denies the same.

10. With respect to the allegations contained in Paragraph 10 of the Complaint, Duke Energy Ohio denies that it has violated its service regulations. Duke Energy Ohio admits that, consistent with said service regulations and its approved tariffs, CPS affirmatively initiated changes in rates with regard to certain accounts but failed to similarly initiate changes in rates with regard to other accounts. Answering further, Duke Energy Ohio also admits that its tariffs approved by the Commission set forth the terms and conditions relevant to the utility service provided by Duke Energy Ohio. Duke Energy Ohio denies that it has violated its service regulations and/or tariffs. With respect to the remaining allegations set forth in Paragraph 10, Duke Energy Ohio is without knowledge or information sufficient to form a belief as to the truth thereof and thus denies the same.

11. To the extent the allegations contained in Paragraph 11 of the Complaint infer or allege any wrongdoing or negligent conduct on the part of Duke Energy Ohio, said allegations are expressly denied. With respect to the remaining allegations set forth in Paragraph 11, Duke Energy Ohio is without knowledge or information sufficient to form a belief as to the truth thereof and thus denies the same.

12. Duke Energy Ohio is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 12 of the Complaint and thus denies the same.

13. With respect to the allegations contained in Paragraph 13 of the Complaint, Duke Energy Ohio denies that it has overcharged CPS for the services it provided. With respect to the remaining allegations set forth in Paragraph 13, Duke Energy Ohio is without knowledge or information sufficient to form a belief as to the truth thereof and thus denies the same.

14. With respect to the allegations contained in Paragraph 14 of the Complaint, Duke Energy Ohio denies that it has overbilled CPS for the services it provided. With respect the remaining allegations set forth in Paragraph 14, Duke Energy Ohio is without knowledge or information sufficient to form a belief as to the truth thereof and thus denies the same.

AFFIRMATIVE DEFENSES

1. Duke Energy Ohio denies each and every allegation of fact and conclusion of law not expressly admitted herein.

2. The Complaint fails to state a cause of action upon which relief can be granted.

3. Duke Energy Ohio asserts as an affirmative defense that pursuant to R.C. 4905.26 and O.A.C. 4901-9-01-(B)(3), CPS has failed to set forth reasonable grounds for complaint.

4. Duke Energy Ohio asserts as an affirmative defense that at all times relevant to

Complainant's claims, Duke Energy 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 Duke Energy Ohio's filed tariffs.

5. Duke Energy 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.

6. Duke Energy Ohio asserts as an affirmative defense that CPS has not stated any request for relief that can be granted by this Commission.

7. Duke Energy Ohio asserts as an affirmative defense that Complainant has failed to join a necessary and/or indispensable party.

8. Duke Energy 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.

WHEREFORE, having fully answered herein, Respondent Duke Energy Ohio, Inc. respectfully requests that the Complaint against it be dismissed with prejudice, for its costs incurred herein, and for any and all other relief to which it may appear entitled.

Respectfully submitted,



Amy B. Spiller (0047277)

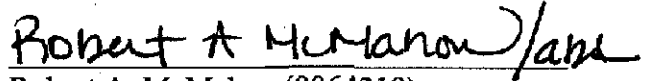
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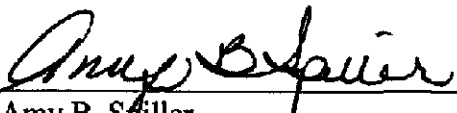
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Attorneys for Duke Energy Ohio, Inc.

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing, was provided to the persons listed below via ordinary U.S. mail, postage prepaid, and/or overnight mail delivery, on this the 13th day of December 2010.

Jonathon Boyd, Treasurer
The City School District of The City of
Cincinnati
P.O. Box 5381
Cincinnati, Ohio 45201



Amy B. Spiller