

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

Stacy Longstreath)	
237 Ryburn Avenue, Apt. B)	Case No. 14-1673-EL-CSS
Dayton, Ohio 45405,)	
)	
Complainant,)	
)	
v.)	
)	
The Dayton Power and Light Company,)	
)	
Respondent.)	

ANSWER OF THE DAYTON POWER AND LIGHT COMPANY

Pursuant to Ohio Administrative Code 4901-9-01(D), Respondent, The Dayton Power and Light Company ("DP&L" or the "Company"), hereby provides its answer to the complaint of Stacy Longstreath ("Complainant"), and states as follows:

First Defense

1. The complaint in this case consists of one unnumbered page comprised of approximately twenty-two paragraphs. Attached to the complaint are exhibits consisting of DP&L's bills for electric service rendered to service addresses at 4541 Blueberry Avenue, Dayton, Ohio 45406 ("Blueberry Avenue") from March 18, 2014 through April 4, 2014 and 64 Miller Avenue, Dayton, Ohio 45417 ("Miller Avenue") from March 31, 2014 through July 23, 2014. DP&L will attempt to specifically answer the allegations by responding to each sentence.
2. In response to the first sentence of the complaint, DP&L admits that Complainant has filed a formal complaint against DP&L, to which DP&L now provides its answer.
3. In response to the second paragraph of the complaint, DP&L states that Complainant opened an electric service account to the Blueberry Avenue service address on August 9,

2013. DP&L denies, for lack of sufficient knowledge or information to form a belief as to the truth, the remaining allegations contained in the second sentence of the Complaint.

4. DP&L denies the allegation in the third sentence of the Complaint that Complainant paid to DP&L” \$88.00 in March 2014.” DP&L states that Complainant paid \$68.00 to DP&L on March 14, 2014. Further answering, DP&L states that the account for Blueberry Avenue was opened on August 9, 2013, and electric service was disconnected on March 17, 2014. DP&L also states that the account for Miller Avenue was opened on March 3, 2014 and was disconnected for non-payment on May 29, 2014. After service to Blueberry Avenue was disconnected, DP&L transferred amounts due to the account for Miller Avenue.
5. With respect to the fourth sentence of the Complaint, DP&L states that Complainant’s percentage income payment plan (“PIPP”) expired on May 5, 2014. Further answering, DP&L states that electric service to Miller Avenue was disconnected for non-payment on May 29, 2014.
6. DP&L denies, for lack of sufficient knowledge or information to form a belief as to the truth, the allegations contained in the fifth sentence of the Complaint.
7. DP&L lacks sufficient knowledge or information to form a belief as to the truth, the allegations contained in the sixth sentence of the Complaint and, therefore, denies them.
8. In response to the seventh sentence of the Complaint, DP&L admits that Complainant made two payments on June 4, 2014 totaling \$466.00. DP&L denies that Complainant “only had a balance of \$240.” Further answering, DP&L states that after applying the June 4, 2014 payment to Complainant’s bill, Complainant had an account balance of \$2,398.51.

9. DP&L denies, for lack of sufficient knowledge or information sufficient to form a belief as to the truth, the allegations contained in the eighth sentence of the Complaint.
10. In response to the ninth sentence of the Complaint, DP&L states that in July 2014, Complainant was informed by DP&L that a payment in the amount of \$1,009.22 was required in order to restore service to the Miller Avenue service address.
11. DP&L denies, for lack of knowledge or information sufficient to form a belief as to the truth, the allegations contained in the tenth sentence of the Complaint.
12. In response to the eleventh sentence of the complaint, DP&L states that on July 15, 2014, DP&L discovered service to Miller Avenue had been illegally reconnected after DP&L disconnected service on May 29, 2014. After investigation, Complainant was charged for electric service used at Miller Avenue from May 29, 2014 to July 15, 2014.
13. DP&L denies, for lack of knowledge or information sufficient to form a belief as to the truth, the allegations contained in the twelfth sentence of the Complaint.
14. DP&L denies, for lack of knowledge or information sufficient to form a belief as to the truth, the allegations contained in the thirteenth sentence of the Complaint.
15. DP&L denies, for lack of knowledge or information sufficient to form a belief as to the truth, the allegations contained in the fourteenth sentence of the Complaint.
16. DP&L denies, for lack of knowledge or information sufficient to form a belief as to the truth, the allegations contained in the fifteenth sentence of the Complaint.
17. In response to the sixteenth sentence of the Complaint, DP&L states that Complainant was investigated by DP&L's internal fraud and theft department for illegal reconnection of service at Blueberry Avenue, Miller Avenue, and service address 3043 Idlewild Boulevard,

Apartment 1d, Dayton, Ohio (“Idlewild Boulevard”), and that those investigations resulted in the determination that service had been illegally reconnected at each service address.

18. DP&L denies the allegations contained in the seventeenth sentence of the Complaint.

Further answering, DP&L states that Complainant’s PIPP expired on May 5, 2014.

19. In response to the eighteenth sentence of the Complaint, DP&L restates and reincorporates its response to the sixteenth sentence of the Complaint, as if fully rewritten herein.

20. DP&L denies, for lack of knowledge or information sufficient to form a belief as to the truth, the allegations contained in the nineteenth sentence of the Complaint.

21. DP&L denies the allegations contained in the twentieth sentence of the Complaint that the only bill Complainant “should owe is the \$278.47 and that is for my other account for 3034 Idlewild Blvd. apt. 1d Dayton, Ohio 45414 ant that has nothing to do with this account.” DP&L states that Complainant is in default of payment for accounts related to the Blueberry Avenue, Miller Avenue, and Idlewild Boulevard service addresses, and that Complainant’s account balance as of July 22, 2014 was \$3,271.45.

22. In response to the twenty-first sentence of the Complaint, DP&L states that the allegations contained therein do not call for an admission or denial and, therefore, are denied.

23. In response to the twenty-second sentence of the Complaint, DP&L states that the allegations contained therein do not call for an admission or denial and, therefore, are denied.

24. DP&L denies any and all allegations contained in the Complaint that are not specifically admitted herein to be true.

Affirmative Defenses

Second Defense

1. The Complaint fails to state a claim upon which relief may be granted.

Third Defense

2. The Complaint is barred by the doctrines of laches and estoppel.

Fourth Defense

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

Fifth Defense

4. DP&L 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 DP&L's tariffs in providing service to Complainant.

Sixth Defense

5. DP&L reserves the right to raise other defenses as warranted by any discovery conducted in this matter.

WHEREFORE, The Dayton Power and Light Company respectfully requests an Order dismissing the complaint and granting DP&L all other necessary and proper relief.

Respectfully submitted,



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CERTIFICATE OF SERVICE

This certifies that a copy of the foregoing *Answer of The Dayton Power and Light Company* was served via U.S. mail on this 15th day of October, 2014, upon the following:

Stacy Longstreath
237 Ryburn Avenue, Apt. B
Dayton, Ohio 45405

A handwritten signature in black ink, appearing to read 'Margeaux Kimbrough', is written over a horizontal line.

Margeaux Kimbrough
Counsel for
The Dayton Power and Light Company

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in

Case No(s). 14-1673-EL-CSS

Summary: Answer to Complaint electronically filed by Ms. Margeaux Kimbrough on behalf of
The Dayton Power & Light Company