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June 1, 2015

Ms. Barcy McNeal  
Administration/Docketing  
Public Utilities Commission of Ohio  
180 East Broad Street, 11<sup>th</sup> Floor  
Columbus, Ohio 43215-3793

Re: *In the Matter of the Complaint of Gail Lykins*, Case No. 15-298-GE-CSS

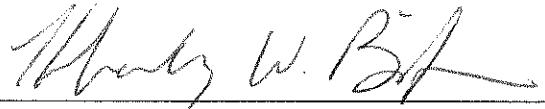
Dear Ms. McNeal:

Due to an inadvertent filing error, counsel for the Office of the Ohio Consumers' Counsel (OCC) files the attached Reply to Duke Energy Ohio, Inc.'s Memorandum in Opposition to the Office of the Ohio Consumers' Counsel Motion to Intervene. Although OCC attempted to file this reply on Friday, May 29, 2015, it appears that the correct document was not filed in the above-captioned docket. Nonetheless, the parties to the proceeding, as well as the Attorney Examiner, were properly served with the Reply on Friday.

OCC's Reply is timely under Rules 4901-1-05(B) and 4901-1-07(B), Ohio Administrative Code. Counsel for Duke Energy Ohio, Inc. (Duke) served Duke's Memorandum in Opposition on May 22, 2015 via regular mail. Therefore, Rule 4901-1-07(B), Ohio Administrative Code, permits three days to be added to the prescribed seven-day period of time to file a reply to a memorandum contra. See Rule 4901-1-12(B)(2), Ohio Administrative Code. Adding three days to the prescribed period of time to file a reply would render OCC's Reply due June 1, 2015.

Please do not hesitate to contact me if you have any questions.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Kimberly W. Bojko", written in black ink.

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cc: Parties of Record (via electronic mail) (w/attachment)  
Sarah Parrot (via electronic mail) (w/attachment)

**BEFORE  
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Complaint of Gail Lykins,	)	
	)	
Complainant,	)	
	)	
v.	)	
	)	Case No. 15-298-GE-CSS
Duke Energy Ohio, Inc.,	)	
	)	
Respondent.	)	
	)	
	)	
	)	

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**REPLY TO DUKE ENERGY OHIO, INC.'S MEMORANDUM IN OPPOSITION TO  
THE OFFICE OF THE OHIO CONSUMERS' COUNSEL MOTION TO INTERVENE**

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**I. Introduction**

Duke Energy Ohio ("Duke") opposes the Office of the Ohio Consumers' Counsel's ("OCC") participation in this case involving two consumers who died after Duke disconnected their electric service during the winter heating season. Duke's effort to exclude participation is a bad idea that will limit the recommendations that are needed for good decision-making in this case involving serious public interest concerns. The Complainant who initiated this case has not opposed other participation.

On February 10, 2015, Gail Lykins ("Complainant"), the personal representative of two residential consumers,<sup>1</sup> Dorothy Easterling and Estill Easterling ("the Easterlings"), who are now deceased, filed a complaint with the Public Utilities Commission of Ohio ("Commission" or

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<sup>1</sup> On May 11, 2015, the Complainant moved to amend the Complaint to replace Gail Lykins as the personal representative of the Easterlings with Jeffrey Pitzer.

“PUCO”) against Duke, asserting, inter alia, that Duke unlawfully disconnected utility services to the Easterlings’ residence in November 2011. OCC, which has the statutory authority to represent the interests of Duke’s residential utility consumers, filed a motion to intervene in the matter on May 14, 2015. On May 22, 2015, Duke filed a memorandum contra to the motion to intervene (“Memorandum Contra”), to which OCC submits this reply.

## II. Argument

### A. R.C. Chapter 4911 gives OCC broad authority to intervene on behalf of residential customers in proceedings before the PUCO.

Contrary to Duke’s claims, OCC has a statutory interest in this proceeding.<sup>2</sup> We explained that interest in our Motion to Intervene and Memorandum in Support.

OCC has authority under law to represent the interest of residential utility consumers.<sup>3</sup> And OCC “[m]ay take appropriate action with respect to residential consumer complaints concerning quality of service, service charges, and the operation of the public utilities commission.”<sup>4</sup> Duke claims that the Complainant’s complaint does not question “quality of service, “amount of charges,” or “the manner in which the PUCO operates.” Duke’s blanket assertions ring false.<sup>5</sup>

First, Duke omits an important part of R.C. 4911.02(B)(2)(b). Section (B)(2) begins “*Without limitation because of enumeration, the counsel:* (b) May take appropriate action . . .”

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<sup>2</sup> See Motion to Intervene by the Office of The Ohio Consumers’ Counsel, Memorandum in Support at 1 (May 14, 2015) (“OCC Motion to Intervene”).

<sup>3</sup> R.C. 4911.02(B).

<sup>4</sup> See Memorandum Contra at 6.

<sup>5</sup> See Memorandum Contra at 6.

Hence, OCC's authority to represent residential customers is not limited to the three areas stated in the statute.<sup>6</sup> And R.C. 4911.02(B)(2)(b) is not nearly as restrictive as Duke implies.<sup>7</sup>

Second, the term "quality of service" includes the entire relationship between utilities and their customers. The disconnection and termination provisions of Chapter 4901-1-18 of the Ohio Administrative Code, R.C. 4933.12, R.C. 4933.121, and R.C. 4933.122, among other rules and statutes, fall squarely under OCC's authority to act with respect to residential consumer complaints concerning "quality of service."

Duke is mistaken in its claim that the only rules at issue in this case are Ohio Adm. Code 4901:1-18-05 and Ohio Adm. Code 4901:1-18-06.<sup>8</sup> Instead, all of the above rules and statutes, as well as others, address when and how utility services can be disconnected and under what circumstances. Any violation of these rules directly impacts the quality of the service received by customers.<sup>9</sup>

Third, disconnection and reconnection fees, authorized payment plans, and how the Commission requires customer payments to be applied to the customer's account fall under OCC's authority to act with respect to residential consumer complaints concerning "service

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<sup>6</sup> R.C. 4911.02(B)(2) (emphasis added).

<sup>7</sup> *O'Brien v. Columbus S. Power Co.*, 73 Ohio App.3d 355, 364 (Franklin 1992) ("When the legislature created the Office of Consumers' Counsel, the legislature clearly contemplated a broad range of powers for the Consumers' Counsel in order that the interests of consumers of utility service be properly represented.").

<sup>8</sup> See Memorandum Contra at 4.

<sup>9</sup> See, e.g., Ohio Adm. Code 4901:01-18-05(B)(3) (payment plans during the winter heating season); Ohio Adm. Code 4901:1-18-06(B) (notice requirements for disconnecting service during the winter heating season); R.C. 4933.12(C) (listing requirements prior to ceasing to provide gas to a residential customer between November 15 and April 15); R.C. 4933.12(D) (explaining additional notice requirements); R.C. 4933.121(A) (listing the requirements prior to ceasing to provide electricity to a residential customer between November 15 and April 15); R.C. 4933.122(A) (explaining additional notice requirements); and R.C. 4933.121(C) (explaining additional notice requirements).

charges.”<sup>10</sup> In *Verizon N., Inc. v. Pub. Util. Comm.*,<sup>11</sup> the Supreme Court of Ohio held that OCC, in its statutory capacity as representative of the residential customers of telephone service, was a real party in interest and, therefore, could intervene in an appeal by the telephone company concerning access recovery charges. Here, OCC, in its statutory capacity as representative of Duke’s residential utility consumers, is a real party in interest and may take appropriate action with respect to a case concerning unlawful service charges and disconnection of utility services, which includes intervention.<sup>12</sup>

Ohio Adm. Code 4901:1-18-02 also expressly grants the PUCO authority to alter or amend rules and regulations governing the PUCO or to prescribe different standards for disconnection and reconnection of electric, gas, or natural gas service.<sup>13</sup> Effective in October each year, the Commission issues a special winter reconnection order outlining procedures prior to and for the winter heating season to prevent injury to residential customers who have had their electric and natural gas services disconnected or who are in jeopardy of having their utility services disconnected.<sup>14</sup>

In the 2011 Winter Reconnection Order, the Commission set October 17, 2011 as the applicable start date for the special procedures outlined in that order.<sup>15</sup> Duke admits it

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<sup>10</sup> Ohio Adm. Code 4901:1-18-09(B) and (C).

<sup>11</sup> *Verizon N. Inc. v. Pub. Util. Comm.*, 101 Ohio St. 91, 801 N.E.2d 456, 2004-Ohio-44, 102 Ohio St.3d 1449, 808 N.E.2d 399, 2004-Ohio-2263 (reconsideration denied).

<sup>12</sup> R.C. 4911.02(B)(2)(a) and (b); *see also supra* n.11.

<sup>13</sup> Ohio Adm. Code 4901:1-18-02(B)(1) and (2).

<sup>14</sup> *See, e.g., In re the Commission’s Consideration of Solutions Concerning the Disconnection of Gas and Electric Service in Winter Emergencies for 2011-2012 Winter Heating Season*, Case No. 11-4913-GE-UNC (September 14, 2011) (“2011 Winter Reconnection Order”).

<sup>15</sup> *Id.* at 10-11.

disconnected the Easterlings' electric service on November 4, 2011.<sup>16</sup> Duke's date for disconnecting the consumers is after the effective date of the winter heating season. And Duke's disconnection date is after the effective date of the 2011 Winter Reconnection Order of October 17, 2011.<sup>17</sup> In the 2011 Winter Reconnection Order, the Commission:

ORDERED, That, effective no later than Monday, October 17, 2011, each utility company under the Commission's jurisdiction shall maintain the service of those customers who have received a notice that their service is to be disconnected for nonpayment, in accordance with the terms set out above in finding (9).<sup>18</sup>

As stated above, any violation of the PUCO's rules or its 2011 Winter Reconnection Order directly affects the quality of the service received by the customer and the amount of service charges that a customer must pay to either prevent disconnection or restore service.

Fourth, how the Commission enforces disconnection and termination rules and its orders deals directly with OCC's authority regarding "the operation of the public utilities commission."<sup>19</sup> As previously stated by the Commission in the above-cited 2011 Winter Reconnection Order, "[f]or the 2011-2012 winter heating season, the Commission expects that the utility companies under our jurisdiction will assist customers *in every way possible* to maintain their service for heating purposes."<sup>20</sup> The Commission also stated:

These special reconnection procedures shall become effective no later than Monday, October 17, 2011. If the Commission determines that a utility is not following these procedures, we will take those steps we deem appropriate to protect the customers served by that utility.<sup>21</sup>

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<sup>16</sup> Memorandum Contra at 5.

<sup>17</sup> See Ohio Adm. Code 4901:1-18-01(V) and Ohio Adm. Code 4901:1-18-06(B); *see also* 2011 Winter Reconnection Order at 10.

<sup>18</sup> 2011 Winter Reconnection Order at 10.

<sup>19</sup> R.C. 4911.02(B)(2)(b).

<sup>20</sup> 2011 Winter Reconnection Order at 2 (emphasis added).

<sup>21</sup> *Id.* at 6-7.

Here, OCC, in its statutory capacity as representative of residential utility consumers, is a real party in interest. And, as such, OCC may take appropriate action, including intervention, with respect to a case concerning a residential consumer complaint of unreasonable and unlawful service after a utility company unlawfully disconnected the residential customer's utility service. OCC's involvement is all the more important in this case that involves the deaths of two residential customers served by Duke.<sup>22</sup> Therefore, OCC has a statutory right to participate in the above-captioned proceeding, in its capacity as representative of residential utility consumers.

**B. The criteria for intervention in R.C. 4903.221 weigh favorably in support of the Commission granting OCC's Motion to Intervene.**

Ohio law provides that any person "who may be adversely affected" by a Commission proceeding is entitled to seek intervention in that proceeding.<sup>23</sup> Notably, of the four criteria the Commission considers in ruling on motions to intervene,<sup>24</sup> each weighs favorably in support of granting OCC's motion. Duke's attempts to argue otherwise fall flat in the face of the fact that OCC, as a representative of Duke's residential utility consumers, is a real party in interest to a dispute concerning Duke's unlawful disconnection of utilities to a residential consumer.

First, R.C. 4903.221 provides that the Commission shall consider "[t]he nature and extent of the prospective intervenor's interest."<sup>25</sup> Duke sets forth four pages of alleged "underlying facts" related to the Easterlings' account and Duke's actions leading up to its disconnection of their utility services in November 2011. Many of Duke's claims are new or different than those

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<sup>22</sup> R.C. 4911.02(B)(2)(a) and (b).

<sup>23</sup> R.C. 4903.221.

<sup>24</sup> R.C. 4903.221(B).

<sup>25</sup> R.C. 4903.221(B)(1).



presented in its Answer. Duke's reply is an attempt to carve a narrow issue and exclude OCC's interests from this case.<sup>26</sup> These "facts," however, are hotly disputed by the Complainant and contradicted by the PUCO's rules.

For example, Duke contends it was only required to offer a payment plan to a customer once the customer contacted Duke.<sup>27</sup> According to Duke, the Easterlings never contacted it.<sup>28</sup>

But Ohio Adm. Code 4901:1-18-09(C) expressly contradicts Duke's claims:

Whenever a residential customer receiving both gas and electric service from a combination utility company has received a disconnection of service notice, the utility company *shall* give the customer each of the following options:

- (1) An extended payment plan for both gas and electric as provided for in rule 4901:1-18-05 of the Administrative Code.
- (2) An extended payment plan to retain either gas or electric service as chosen by the customer. Such extended payment plan shall include an extended payment plan as provided in rule 4901:1-18-05 of the Administrative Code.<sup>29</sup>

Contrary to Duke's cursory overview of the alleged facts, whether Duke properly separated and credited the electric and natural gas accounts and provided proper disconnection notices are also disputed. Ohio Adm. Code 4901:1-18-09(B) requires:

A combination utility company shall apply the payments from residential customers to their gas and electric accounts separately and shall apportion the payments based on the total balance for each service, including any arrearage plus the current month's charge(s). For purposes of applying these payments:

- (1) For customers billed only for services provided by the combination utility company, the utility company shall apply payments first to past due amounts, then to current regulated charges, and finally to any nontariffed charges.<sup>30</sup>

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<sup>26</sup> Memorandum Contra at 2-6 ("When Duke Energy Ohio originally filed its Answer" and "Duke Energy Ohio later learned").

<sup>27</sup> Memorandum Contra at 4.

<sup>28</sup> Memorandum Contra at 4.

<sup>29</sup> Ohio Adm. Code 4901:1-18-09(C) (emphasis added).

Duke was required to separate the gas and electric accounts of the Easterlings and apportion any payments made based upon the total balance due for each service.<sup>31</sup> Duke is also required to maintain service if the customer pays his or her arrearages.<sup>32</sup> The October 4, 2011 disconnection notice included on the October 4, 2011 bill referenced by Duke and attached to the Complaint did not properly separate the gas and electric accounts and did not depict arrearages for each service.<sup>33</sup> The November 2, 2011 bill attached to the Complaint also did not properly allocate the payment made on October 12, 2011 to each service as required by Ohio Adm. Code 4901:1-18-09(B)(1).

The issue here is not simply a utility disconnection dispute or a contract dispute between one residential customer and Duke, as alleged in Duke's Memorandum Contra.<sup>34</sup> Rather, the issues before the Commission are whether Duke's policies and practices resulted in the unlawful disconnection of a residential consumer's utility service, a disconnection that occurred during the winter heating season on November 4, 2011. That disconnection occurred merely 70 days after the bill in question for both electric and natural gas services was due and 18 days after the 2011 Winter Reconnection Order became effective. Resolution of these issues, including whether Duke followed Ohio law, affects not only the Complainant, but affects hundreds of thousands of

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<sup>30</sup> Ohio Adm. Code 4901:1-18-09(B).

<sup>31</sup> *Id.*

<sup>32</sup> Ohio Adm. Code 4901:1-18-04(B); Ohio Adm. Code 4901:1-18-07(A); 2011 WRO at 3.

<sup>33</sup> Memorandum Contra at 3.

<sup>34</sup> Memorandum Contra at 6 ("This case, instead, concerns allegations made on behalf of the court-appointed representative of two consumers that Duke Energy Ohio did not properly notify these consumers of disconnection for non-payment of utility services in 2011."). *See also* *id.* at 10 ("The OCC should not be allowed to intervene in a narrow and limited claim relating only to one Account and Duke Energy Ohio's disconnection of electric service to that Account for non-payment on November 4, 2011.").

Duke's residential consumers who must be ensured the protection of the PUCO's Winter Reconnection Order.

OCC's statutory role is to represent residential consumers in utility matters, including that of the Complainant as well as other affected residential consumers.<sup>35</sup> Here, the question of whether Duke's policies and practices that led to the deaths of two residential consumers are lawful is a compelling public interest. Through the 2011 Winter Reconnection Order, the Commission has stated that it "expects the utilities to err on the side of maintaining service when there is a doubt as to the applicability of the interpretation of a rule."<sup>36</sup> Residential consumers have an interest in making sure Duke is adhering to the Commission's expectations, and OCC's statutory authority was created by the General Assembly to do just that.<sup>37</sup>

Duke creates confusion over the term "Winter Rule" and the applicability of Ohio Adm. Code 4901:1-18-06(B), as well as the Winter Reconnection Order. Contrary to Duke's apparent interpretation, it is not a prerequisite for the consumer protections required by Ohio Adm. Code 4901:1-18-06(B) (i.e., the Winter Rule), the Commission's 2011 Winter Reconnection Order, and other various regulatory and statutory obligations for the charges at issue to be incurred by the consumer during the winter heating season. The PUCO has made clear that "'Winter heating season' means the time period from November first through April fifteenth."<sup>38</sup> OCC has a compelling interest in intervening to ensure Duke is held accountable under Ohio law.

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<sup>35</sup> R.C. 4911.02(B)(2).

<sup>36</sup> 2011 Winter Reconnection Order at 2.

<sup>37</sup> R.C. 4911.02(B)(2).

<sup>38</sup> Ohio Adm. Code 4901:1-18-01(V), formerly Ohio Adm. Code 4901:1-18-01(W) (2011). ) *See also* 2011 Winter Reconnection Order.

Second, Ohio law provides that the Commission shall consider “[t]he legal position advanced by the prospective intervenor and its probable relation to the merits of the case.”<sup>39</sup> The issue here is whether Duke properly followed the Commission’s disconnection rules and orders when sending notices to and disconnecting a residential consumer after the special procedures set forth in the 2011 Winter Reconnection Order had become effective<sup>40</sup> and after the winter heating season had begun, as noted above.<sup>41</sup> For example, Duke seems to ignore the 2011 Winter Reconnection Order, which requires utility companies to reconnect the service of those who have their service disconnected for nonpayment or to maintain service if the customer pays his arrearages, cures a default of a payment plan, or pays \$175.00, whichever is less.<sup>42</sup>

Duke claims it provided all required notices in advance of disconnecting the utility services, but Duke ignores many of the relevant requirements, asserting that only two rules are relevant to the case at bar.<sup>43</sup> By advancing its legal position that Duke was required to follow more than just the asserted Ohio Adm. Code 4901:1-18-05 and Ohio Adm. Code 4901:1-18-06,<sup>44</sup> OCC’s intervention will aid in the proper resolution of this case.

Third, the statute requires the Commission to consider “[w]hether the intervention by the prospective intervenor will unduly prolong or delay the proceedings.”<sup>45</sup> Duke’s argument on this issue – that “OCC likely will use the intervention to conduct discovery about the Company’s

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<sup>39</sup> R.C. 4903.221(B)(2).

<sup>40</sup> 2011 Winter Reconnection Order at 11 (ordering that the special procedures in this order to maintain, reconnect, or establish service are available October 17, 2011 through April 13, 2012).

<sup>41</sup> See Ohio Adm. Code 4901:1-18-01(V), formerly Ohio Adm. Code 4901:1-18-01(W) (2011).

<sup>42</sup> 2011 Winter Reconnection Order at 2-4.

<sup>43</sup> Memorandum Contra at 9.

<sup>44</sup> Memorandum Contra at 4.

<sup>45</sup> R.C. 4903.221(B)(3).

current practices and procedures”<sup>46</sup> – is speculative. The PUCO should not deny intervention based on one party’s view of what *might* occur during the proceeding. Importantly, the PUCO should note that its rule speaks of what would “unduly” prolong or delay a proceeding. It is not an undue prolonging or delay to have discovery in a case where the issues include that two consumers are dead after their electric service was disconnected in the winter heating season.

In fact, OCC’s intervention will not unduly prolong or delay the proceedings. OCC, as the statutory representative of residential utility consumers and with its longstanding expertise and experience in Commission proceedings, will duly allow for the efficient processing of the case with consideration of the public interest. Cases of this nature, in which the Commission must determine whether the actions of a utility are lawful under its rules and regulations, generally have broad implications. Therefore, OCC’s participation in this case will not unduly prolong the proceeding, but rather, is necessary and an efficient use of the parties’ and Commission’s time and resources.

Fourth, the statute provides that the Commission shall consider “[w]hether the prospective intervenor will significantly contribute to full development and equitable resolution of the factual issues.”<sup>47</sup> Duke’s characterization of the dispute as a factual dispute is a misrepresentation.<sup>48</sup> OCC is not “manufactur[ing] a basis for intervention,”<sup>49</sup> but rather is acting responsibly to move to intervene to develop the record in this proceeding to assist the Commission in deciding the very important issues before it that affecting residential consumers.

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<sup>46</sup> Memorandum Contra at 9.

<sup>47</sup> R.C. 4903.221(B)(4).

<sup>48</sup> Memorandum.Contra at 6, 10.

<sup>49</sup> *Id.* at 6.

Last, *In re Ohio Schools Council, et al. v. First Energy Solutions Corp.*, Case No. 14-1182-EL-CSS (September 4, 2014), is distinguishable from this matter and does not support Duke's claim that OCC's Motion to Intervene should be denied.<sup>50</sup> In that case, the Ohio Schools Council, Ohio School Boards Association, Ohio Association of School Business Offices, and Buckeye Association of School Administrators (collectively, "Ohio Schools") filed a complaint against FirstEnergy Solutions ("FES") seeking to pass-through specific PJM costs pursuant to a competitive retail electric service contract.<sup>51</sup> Various non-residential consumers and consumer groups ("the movants")<sup>52</sup> alleging similar contractual issues and billing disputes sought to intervene.<sup>53</sup> The motions to intervene filed by the movants were denied, in part, because "the particulars of the Movants' contracts with FES are largely unknown, as they were not set forth in the motions to intervene or otherwise filed in the docket."<sup>54</sup> The attorney examiner also found that the movants' rights would not be hindered by the results of the pending case and that the movants could file their own complaints to settle their own billing disputes.<sup>55</sup>

Unlike the *Ohio Schools Council* case, the issues pending before the Commission in this case are not contractual in nature. Instead, the issues here go to broader matters concerning whether Duke unlawfully disconnected residential utility services and its interpretation of the

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<sup>50</sup> Memorandum Contra.11-12.

<sup>51</sup> *In re Ohio Schools Council, et al. v. FirstEnergy Solutions Corp.*, Case No. 14-1182-EL-CSS, Entry at 1 (Sept. 4, 2014).

<sup>52</sup> The moving parties included The Timken Company Marathon Petroleum Company, Wausau Paper Towel and Tissue LLC, ASHTA Chemicals Inc., Columbus Castings, The Lincoln Electric Company, Delphi Corporation, Landmark Plastics Corporation, Navco Enterprises.com, Navco Enterprises of P.V., Inc., Navco Enterprises, Inc., Foodlife International Inc., Navco of York Road, Inc., and the Ohio Manufacturers' Association.

<sup>53</sup> *Ohio Schools Council*, Entry at 1-2 (Sept. 4, 2014).

<sup>54</sup> *Id.* at 3.

<sup>55</sup> *Id.*

disconnection and termination rules and Commission orders. This affects not just the Complainant but all Duke customers. Dissimilar to the movants in *Ohio Schools Council*, OCC represents customers whose rights will be directly affected by the result of this case.<sup>56</sup> Whether Duke unlawfully disconnected utility services affects the Complainant as well as Duke's additional 616,000 residential electric customers and 382,000 residential gas customers. These residential customers have a right to be represented in this proceeding by OCC, which was statutorily created to do so.<sup>57</sup> Additionally, unlike the movants in *Ohio Schools Council*, OCC has a statutory right to represent residential utility customers whose rights will be directly affected by the result of this case.<sup>58</sup>

Moreover, the other distinguishable factor in the case at bar from that in *Ohio Schools Council* is that the Complainant in this case is not opposing the intervention requests. The complainant in *Ohio Schools Council* specifically opposed the intervention of the consumers and consumer groups. The Complainant alleged that the contracts may be different and asked the Commission to allow the complainant in that case to prosecute its own case independently under the specific terms and conditions of its individual contract entered into between the complainant and the supplier. The Complainant in the instant case is not raising similar assertions or requesting to prosecute the case independently.

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<sup>56</sup> Id.

<sup>57</sup> R.C. 4911.02(B).

<sup>58</sup> Id.

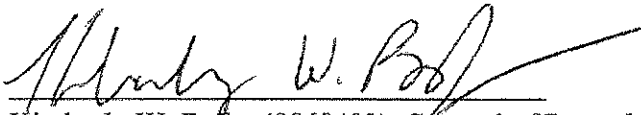
### III. Conclusion

OCC has statutory authority to represent residential utility consumers' interests.<sup>59</sup> And OCC has properly moved to intervene in this important matter in an effort to represent those interests. The resolution of the Complaint will not only affect the Complainant, but will affect Duke's other residential consumers. The Complaint has far-reaching implications. OCC should be permitted to participate in the resolution of the Complaint.

As demonstrated in OCC's Motion to Intervene and as explained above, Duke inaccurately characterized OCC's interests and the issues in this case. OCC satisfies the criteria set forth in R.C. 4903.221 and Ohio Adm. Code 4901-1-11. OCC should accordingly be authorized to intervene in this proceeding on behalf of residential consumers with the full powers and rights granted by the Commission to intervening parties.

Respectfully submitted,

BRUCE J. WESTON (0016973)  
OHIO CONSUMERS' COUNSEL



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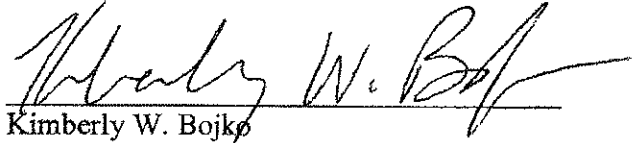
<sup>59</sup> R.C. 4911.02(B).



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# **CERTIFICATE OF SERVICE**

I hereby certify that a true and accurate copy of the foregoing was served upon the following parties via electronic mail on May 29, 2015.



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Outside Counsel for the Office of the Ohio  
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Summary: Reply To Duke Energy Ohio, Inc.'s Memorandum In Opposition To The Office Of The Ohio Consumers' Counsel Motion To Intervene electronically filed by Mrs. Kimberly W. Bojko on behalf of The Ohio Consumers' Counsel