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of Mitchell A. Carmosino, taken before me, Carolyn D. Ross, Registered Professional Reporter, and a Notary Public in and for the State of Ohio, at the offices of Eberly, McMahon, Copetas, LLC, 2321 Kemper Lane, Ste. 100, Cincinnati, Ohio, on Friday, January 8, 2016, at 1:00 p.m.

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5 On behalf of the Complainant.

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1 Friday Afternoon Session,
2 January 8, 2016.

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4 STIPULATIONS

5 It is stipulated by and among counsel for
6 the respective parties that the deposition of
7 Mitchell A. Carmosino, a witness called by the Ohio
8 Consumers' Counsel under the applicable Rules of
9 Civil Procedure, may be reduced to writing in
10 stenotype by the Notary, whose notes thereafter may
11 be transcribed out of the presence of the witness;
12 and that proof of the official character and
13 qualification of the Notary is waived.

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1 MITCHELL A. CARMOSINO,
2 being by me first duly sworn, as hereinafter
3 certified, deposes and says as follows:

4 EXAMINATION

5 BY MS. BOJKO:

6 Q. Let's go on the record.

7 Mr. Carmosino, before we get started
8 with the deposition, I would note for the record that
9 this is a telephonic deposition; so please do not
10 confer with anyone in the room before answering a
11 question. I'll ask the court reporter to let us know
12 whether Ms. Porter -- or Mr. Carmosino confers with
13 anyone before answering, and make a notation in the
14 transcript if Mr. Carmosino does, in fact, confer
15 with anyone before answering.

16 Mr. Carmosino, please turn off all
17 computers, cell phones, tablets, any other electronic
18 equipment that you may have with you so that you do
19 not receive any e-mails or text messages during the
20 deposition.

21 A. Okay.

22 Q. Mr. Carmosino, I'm going to ask you a
23 series of questions, and you will need to provide
24 oral responses to those questions, particularly
25 important given that this is a telephonic deposition,

1 I cannot hear any head nods or expressions that you
2 may make.

3 I'll also remind you that you're under
4 oath when you answer the questions. They may be used
5 at the hearing later.

6 If you have any questions or don't
7 understand a question, please let me know. If you
8 need to take a break, please let me know that as
9 well. We just need to make sure that there's not a
10 question pending when you decide to take a break.

11 Do you have any questions about anything
12 that I've said thus far?

13 A. No.

14 Q. With that, let's proceed.

15 This deposition is being conducted
16 pursuant to notice with agreement by counsel
17 regarding the time and place. Case caption -- case
18 being captioned Pitzer v. Duke Energy Ohio, Case
19 No. 15-298-GE-CSS. My name is Kim Bojko with
20 Carpenter, Lipps & Leland, I am appearing as outside
21 counsel on behalf the Offices of the Ohio Consumers'
22 Counsel. With me today is Terry Etter, an Assistant
23 Consumer Counsel.

24 At this time I'll take appearances of
25 the parties and any others that might be on the

1 phone.

2 MR. McMAHON: This is Bob McMahon,
3 outside counsel for Duke Energy Ohio, Inc. defending
4 the deposition, and also present is Amy Spiller of
5 Duke Energy Ohio, Inc. No one else is present in the
6 room here, and to my knowledge no one else is on the
7 phone.

8 BY MS. BOJKO:

9 Q. Giving a pause to see if Mr. Lane had
10 joined us. Appearing he has not, good afternoon,
11 Mr. Carmosino. As you heard, my name is Kim Bojko,
12 and I will be taking your deposition on behalf of
13 OCC.

14 Could you please state your name and
15 business address for the record, sir?

16 A. Mitchell Carmosino, 139 East Fourth
17 Street, Cincinnati, Ohio.

18 Q. Sir, have you turned off all computers,
19 cell phones, and other electronic communication
20 devices with you?

21 A. Yes.

22 Q. Thank you. Are you the same Mitchell
23 Carmosino whose direct testimony was filed at the
24 Public Utilities Commission of Ohio in Pitzer v. Duke
25 Energy Ohio, Case No. 15-298, on December 30th, 2015?

1 A. Yes.

2 MS. BOJKO: At this time I would like to
3 mark the testimony as OCC Depo Exhibit 1, the public
4 version.

5 (EXHIBIT MARKED FOR IDENTIFICATION.)

6 MS. BOJKO: And also at this time I'd
7 like to mark his testimony, the confidential version,
8 as OCC Depo Exhibit 1A.

9 THE COURT REPORTER: Our office did not
10 give me a copy of the confidential version. The only
11 papers I have are the public version, the notice, and
12 then the Code.

13 BY MS. BOJKO:

14 Q. Okay. Mr. Carmosino, do you have a copy
15 of the confidential version of your testimony with
16 you today?

17 A. I do not.

18 Q. At this time we're going to begin with
19 the public version of your testimony. So are you
20 telling me, Mr. Carmosino, that sitting there today
21 you don't have a complete copy of your testimony that
22 was filed with the Commission?

23 A. I'm telling you that I don't have a copy
24 with me today.

25 Q. Okay. We're going to begin with the

1 public version of your testimony, and that's -- the
2 deposition will be public to begin with. I will
3 caution you not to reveal any confidential
4 information in this public session. If you believe
5 that a question requires a response that is
6 confidential, please let me know and I will save that
7 question for our confidential session, okay?

8 A. Yes.

9 Q. Mr. Carmosino, you've had the pleasure
10 of being deposed before, have you not?

11 A. I have provided written testimony, but
12 I've never been deposed orally before.

13 Q. And you've never testified in front of
14 the Commission before, either?

15 A. That is correct.

16 Q. And if I use the term PUCO or
17 Commission, will that mean to you Public Utilities
18 Commission of Ohio?

19 A. Yes.

20 Q. And if I use the term Duke, will that
21 mean Duke Energy Ohio to you?

22 A. If you want it to be, yes. If that's
23 what you're telling me, you're going to say Duke and
24 you mean Duke Energy Ohio, that's fine.

25 Q. Okay. And if I use the term DEO, do you

1 understand that to mean Duke Energy Ohio?

2 A. Yes, I do.

3 MS. BOJKO: And at this time I would
4 like to mark as OCC Depo Exhibit 2 the Notice of
5 Deposition filed on January 5th, 2016.

6 (EXHIBIT MARKED FOR IDENTIFICATION.)

7 BY MS. BOJKO:

8 Q. Sir, do you have in front of you what's
9 been marked as OCC Depo Exhibit 2, the Notice of
10 Deposition filed on January 5th, 2016?

11 A. Yes.

12 Q. Have you reviewed the Notice of
13 Deposition that has been marked as OCC Depo
14 Exhibit 2?

15 A. No.

16 Q. Are you aware that the notice asks you
17 to produce documents at the start of the deposition?

18 A. No.

19 Q. And have you brought any documents with
20 you today responsive to the depo notice?

21 A. No.

22 Q. The deposition notice asked for all
23 documents and workpapers that you used in preparing
24 your testimony to be produced. Do you have those
25 documents with you today?

1 A. No.

2 Q. Were you instructed not to bring any
3 documents with you today?

4 MR. McMAHON: I'm going to -- I'm going
5 to object -- I'm going to object, and instruct the
6 witness not to answer to the extent it calls for
7 attorney-client communications.

8 Counsel, as was discussed yesterday
9 during Melissa Porter's deposition, the Notice of
10 Deposition with respect to Mitch Carmosino is
11 deficient and does not comply with Rule 4901:1-21,
12 Subsection (E), because it did not give adequate time
13 in compliance with 4901:1-20 for a party deponent to
14 produce documents in response. You've served it and
15 filed it only three days ago.

16 MS. BOJKO: And as you know, sir, we
17 disagree with that interpretation, and we actually
18 have corresponded with you that under the discovery
19 rules Duke is in violation of the discovery rules.
20 These documents were requested in discovery requests
21 that were served on Duke on July 28th and, thus, the
22 20 days has expired.

23 Duke has had adequate time to prepare
24 supplemental responses. They're, in fact, required
25 to prepare supplemental responses within five days.

1 At the very latest, that time period would have
2 expired yesterday; so Duke is in violation of the
3 Commission's rules.

4 And if Duke does not choose to
5 supplement its responses, then we will have to seek
6 intervention from the Attorney-Examiner in this
7 respect.

8 MR. McMAHON: Counsel, I'm aware of your
9 position. I'm aware of an e-mail that you sent --
10 although I have not read it in detail nor have I
11 discussed it with my client -- that was sent, like, a
12 half an hour ago or something. We definitely
13 disagree with your characterization of how Duke
14 Energy has conducted itself in discovery in this case
15 and any obligations that it has to supplement prior
16 discovery responses.

17 We are aware of our obligations under
18 the law, and we have fully complied with those
19 obligations. Move on with your questioning.

20 MS. BOJKO: Okay. Well, you have not
21 fully complied, and that is outlined in e-mail
22 correspondence that you have received.

23 MR. McMAHON: And once I have a
24 chance -- once I have a chance to review it, since
25 you just sent it 30 minutes ago, we will respond in

1 an appropriate manner, but arguing about it during
2 this deposition is improper and unprofessional.

3 MS. BOJKO: It is not unprofessional to
4 state positions that you have objected to on the
5 record in this proceeding. So it is not
6 unprofessional or improper to state that we disagree
7 with Duke's direction to not produce documents and
8 Duke's direction to not have the witness bring
9 documents to the deposition.

10 MR. McMAHON: Your position is well
11 stated. Please begin your examination of the
12 witness.

13 MS. BOJKO: I've already begun, sir.
14 You made an objection on the record and I'm
15 responding.

16 MR. McMAHON: Okay. Please continue
17 then.

18 BY MS. BOJKO:

19 Q. So, Mr. Carmosino, are you telling me
20 today that the only thing you brought to a deposition
21 regarding the testimony that you have provided in
22 this case is the copy of the public version of your
23 testimony?

24 A. No. I brought nothing with me.

25 Q. I said -- you said no? You responded no

1 to me?

2 A. I responded that I brought nothing with
3 me.

4 Q. You did not even bring a copy of your
5 own testimony with you today, sir?

6 A. That is correct, I did not. I'm sorry,
7 I didn't hear what you said.

8 Q. Mr. Carmosino, have you -- did you
9 prepare the testimony that was filed on your behalf?

10 A. I assisted with the -- in the
11 preparation with my attorneys, yes.

12 Q. Who else helped prepare your testimony?

13 A. My attorneys.

14 Q. Is there any employee at Duke that
15 assisted in the preparation of your testimony?

16 A. No.

17 Q. Sir, by whom are you employed?

18 A. Duke Energy.

19 Q. Could you be more specific, Duke Energy
20 Ohio?

21 A. I am employed by -- I think the official
22 term is Duke Energy Business Services.

23 Q. Thank you. And Duke Energy Business
24 Services is an affiliate of Duke Energy Ohio; is that
25 correct?

1 A. Yes.

2 Q. What is the affiliate relationship
3 between the two companies?

4 A. I -- I'm not sure I understand your
5 question, but Duke Energy Business Services is
6 encompassing of all jurisdictions, including Duke
7 Energy Ohio.

8 MR. McMAHON: If you can just answer her
9 questions, it will be easier.

10 MS. BOJKO: I think he did. Thank you.

11 BY MS. BOJKO:

12 Q. Is it your duty to perform services on
13 behalf of Duke Energy Ohio?

14 A. What do you mean by "services"?

15 Q. Well, in your capacity as a Duke Energy
16 Business Services employee, do you perform your
17 duties on behalf of Duke Energy Ohio?

18 A. Yes.

19 Q. Do you perform your duties on behalf of
20 any other affiliate of Duke Corp?

21 A. Are you referring to now, today?

22 Q. Yes.

23 A. Yes.

24 Q. Which other affiliates did you perform
25 services on behalf of?

1 A. Duke Energy Carolina, Duke Energy
2 Progress, and Duke Energy Florida.

3 Q. And what is your current position with
4 Duke Energy Business Services?

5 A. Operational manager in Accounts
6 Receivable.

7 Q. And in 2011, you were a senior business
8 operations analyst in the Accounts Receivable System
9 and Processes Department?

10 A. That is correct.

11 Q. For which Duke company?

12 A. The same one, Duke Energy Business
13 Services.

14 Q. And where was the Accounts Receivable
15 System and Processes Department located?

16 A. At that -- in 2011?

17 Q. Yes.

18 A. It was located in Cincinnati in the
19 Clopay Building. I don't know how specific you want
20 me to get.

21 Q. Cincinnati is fine. Thank you.

22 A. Okay.

23 Q. And is that department currently housed
24 in Cincinnati?

25 A. Accounts Receivable is housed in

1 Cincinnati, yes.

2 Q. And is this a position you would have
3 held during September, October, and November of 2011?

4 A. Yes.

5 Q. What were your duties in September,
6 October, and November of 2011?

7 A. We managed the processes and the
8 associated systems in regards to accounts receivable
9 and the --

10 Q. And you were promoted in 2012 and again
11 in 2015; is that correct?

12 A. Yes.

13 Q. So you do not hold the same position
14 that you do today that you held during September,
15 October, and November of 2011, correct?

16 A. That is correct. That department that
17 was in 2011 no longer exists in that capacity. We
18 had reorganization since then.

19 Q. And what are your duties at your current
20 position?

21 A. Manage all jurisdictions as it relates
22 to the Accounts Receivable group.

23 Q. And when you say "manage all
24 jurisdictions," those jurisdictions you're referring
25 to are the Carolinas, Progress, and Florida?

1 A. As well as Ohio, yes.

2 Q. Oh, thank you, and Ohio.

3 MR. LANE: Sorry about that, folks, it's
4 Don Lane. I got the numbers switched around from
5 yesterday and today.

6 MS. BOJKO: Thank you, Mr. Lane. We
7 began a few minutes ago.

8 MR. LANE: Okay. That's fine. I'll
9 catch up.

10 BY MS. BOJKO:

11 Q. Mr. Carmosino, could you turn to Page 2
12 of your testimony, please?

13 A. Yes.

14 Q. On Page 2, Line 8 of your testimony, you
15 state that you have previously submitted written
16 testimony before the Commission. Do you see that?

17 A. Yes, I do.

18 Q. In which cases did you provide written
19 testimony to the Commission?

20 A. I'm not sure the actual case number. I
21 don't remember that; so I can't answer.

22 Q. Do you remember the subject matter of
23 the cases?

24 A. I don't remember the specific, but would
25 have to be with -- as it relates to accounts

1 receivable.

2 Q. Did any of the written testimony concern
3 disconnection of residential service for nonpayment?

4 A. I honestly don't remember.

5 Q. Sir, do you have a CV, a curriculum
6 vitae?

7 A. I beg your pardon?

8 Q. Do you have a CV, a curriculum vitae?

9 A. I have no idea what those are.

10 Q. Resume. I'm sorry.

11 A. I don't know what you're referencing. I
12 don't know what a CD is.

13 Q. CV, it's a -- it's a list of all the
14 cases that you've testified in and articles that
15 you've written. It's an expanded resume. Do you
16 have one of those, sir?

17 A. I do not.

18 Q. Have you published any articles or
19 papers or books with regard to the work that you do
20 for Duke Energy or for Duke Corp?

21 A. No.

22 Q. On Page 2, Line 12 of your testimony,
23 you state that you will explain Duke's policies and
24 practices for disconnecting residential customers for
25 nonpayment that were in effect during 2011. Do you

1 see that?

2 A. Yes.

3 Q. And how are you familiar, sir, with the
4 exact policies and procedures that were in effect in
5 2011?

6 A. As I explained prior, that in 2011 I was
7 the systems -- the senior business analyst in
8 Accounts Receivable, and we were responsible for the
9 processes, which includes a delinquent customer and
10 how it proceeds down the time line.

11 Q. And are the policies and procedures you
12 discuss in your testimony the same as Duke's current
13 policies and procedures for disconnecting residential
14 customers for nonpayment?

15 MR. McMAHON: Objection to form. You
16 can answer if you can.

17 THE WITNESS: Our time lines -- our
18 credit time line remains the same as it did. Our
19 notices remain the same as they did.

20 BY MS. BOJKO:

21 Q. Any others?

22 A. I don't know what your question really
23 is. Any other what?

24 Q. Do you have any other Duke policies and
25 procedures that you discuss in your testimony that

1 would be the same or different from prior -- or,
2 excuse me, from current policies and procedures?

3 MR. McMAHON: Objection. You're asking
4 him to remember his direct testimony and try to tell
5 you now what might be different today?

6 MS. BOJKO: No. That's not what I'm
7 asking. He stated that the credit time line is the
8 same today as it was in 2011. He stated that Duke's
9 notice policy is the same today as it was in 2011.
10 I'm asking if he is addressing any other policies or
11 procedures that he knows are the same or different
12 today from 2011.

13 THE WITNESS: No, I'm not.

14 BY MS. BOJKO:

15 Q. On Page 4, Line 7 of your testimony, you
16 mention that customer arrearages have to reach a
17 particular level before the account is subject to
18 disconnection. Do you see that?

19 A. Page 4, yes.

20 Q. Is that a Duke policy?

21 A. Is that a Duke policy today or was that
22 a policy then? What is your question?

23 Q. Well, first I was asking is it
24 considered a Duke policy as you explain it in your
25 testimony?

1 A. Yes.

2 Q. And then my next question was what you
3 anticipated, is it a Duke policy today?

4 MR. McMAHON: Objection.

5 THE WITNESS: Yes.

6 BY MS. BOJKO:

7 Q. Is Duke's policy listed on Page 4 -- and
8 on Page 4 you're discussing policies that existed in
9 2011; is that correct?

10 A. Can you be more specific? What are you
11 referring to? All of Page 4? I don't know.

12 Q. The same policy that we just discussed,
13 the Page 4, Line 7, that Duke policy regarding
14 arrearages reaching a particular level, is that Duke
15 policy as defined in your testimony for 2011?

16 A. Yes.

17 Q. Is that -- was that policy of Duke's a
18 hard-and-fast policy; in other words, does Duke make
19 any exceptions to this policy?

20 MR. McMAHON: Objection to the form.
21 You're asking if he can identify any exceptions under
22 the sun to that policy?

23 MS. BOJKO: No. I didn't refer to the
24 sun, sir. You just did. I'm asking if he knows if
25 there are any exceptions to the stated policy

1 identified on Page 4 of his testimony, Line 7.

2 MR. McMAHON: Well, actually for the
3 record, in the public version of the testimony that
4 you're referring to, the details about the stated
5 policy are not reflected. So you're now asking him
6 about exceptions to information that may be
7 confidential, but has not been discussed.

8 MS. BOJKO: The only thing that's
9 confidential is the highlighted portion. There is a
10 policy that he has identified and that we've been
11 talking about for now five minutes listed on Page 4
12 of his testimony regarding a particular level before
13 the account is subject to disconnection.

14 THE WITNESS: All accounts are
15 eligible --

16 MR. McMAHON: There's no question
17 pending yet.

18 MS. BOJKO: Oh, there's three questions
19 pending. There's a question pending.

20 MR. McMAHON: Okay. Why don't you
21 re- --

22 MS. BOJKO: I've stated my question;
23 there's one pending.

24 MR. McMAHON: Okay. If you could ask
25 it, he will answer.

1 MS. BOJKO: May I have that read back,
2 please?

3 (Record read back as requested.)

4 THE WITNESS: All accounts are eligible
5 for disconnection if they reach this threshold.

6 BY MS. BOJKO:

7 Q. So are you stating that there are no
8 exceptions to this threshold?

9 A. I'm saying that all accounts are
10 eligible for disconnection if they reach this
11 threshold.

12 Q. Okay. So are you stating that all
13 accounts that are eligible are not necessarily
14 disconnected?

15 A. No.

16 Q. So are all accounts eligible for
17 disconnection actually disconnected under the policy
18 stated on Page 4, Lines 5 through 8?

19 MR. McMAHON: Objection to the form, but
20 go ahead if you can answer.

21 THE WITNESS: I mean, all accounts are
22 eligible. I can't speculate whether they're
23 disconnected or not. They're all eligible to be
24 disconnected.

25 BY MS. BOJKO:

1 Q. So you don't know whether accounts that
2 are eligible for disconnection are actually
3 disconnected; is that correct?

4 A. I cannot speculate what accounts get
5 disconnected. They're all eligible. I can't tell
6 you why or why not a customer's account would be
7 disconnected.

8 Q. So are you stating that there's no
9 written exceptions to this threshold policy?

10 MR. McMAHON: Objection. Go ahead if
11 you can answer.

12 THE WITNESS: Again, I will say that all
13 accounts are eligible for disconnection if they reach
14 this threshold.

15 BY MS. BOJKO:

16 Q. Let me ask it this way: Are you aware
17 of any exceptions that Duke has implemented to not
18 disconnect a customer that is eligible under this
19 policy?

20 A. Could you repeat the question?

21 Q. Are you aware of any exceptions to the
22 threshold policy that Duke has implemented to not
23 disconnect a customer that is eligible for
24 disconnection under this policy?

25 A. No. All accounts that reach this

1 threshold are eligible to be disconnected.

2 Q. Let's go back to Page 3, please.

3 Page 3, Line 1, you state that you're familiar with
4 the Commission's regulations regarding disconnection
5 for nonpayment of service, and that as part of your
6 job you must know and understand the application of
7 the Commission's regulations; is that correct?

8 A. Yes.

9 Q. Do you consider yourself an expert
10 regarding the Commission's regulations regarding
11 disconnection for nonpayment of service?

12 A. Expert's a strong word, but I'm familiar
13 with the rules, yes. I hear some pretty loud typing
14 in the background.

15 Q. Yeah. I'm not sure if that's in your
16 room or on the phone, but if it's on the phone it's
17 Mr. Lane, if you can put your phone on mute, that
18 would be helpful.

19 MR. LANE: That actually wasn't from
20 here.

21 THE WITNESS: And nobody has their
22 computer out in the room I'm in.

23 MS. BOJKO: Nobody has a computer out in
24 the room we're in; so that means somebody else must
25 be on the phone. Don, is anyone on the phone who

1 hasn't identified themselves?

2 (No response.)

3 BY MS. BOJKO:

4 Q. Okay. Mr. Carmosino, are you testifying
5 as an expert witness in this proceeding?

6 A. Yes.

7 Q. And just for the record, you're not an
8 attorney; is that right?

9 A. That is correct.

10 Q. So in your testimony you don't give a
11 legal opinion about any of the Commission's rules; is
12 that correct?

13 A. That is correct.

14 Q. And how would you characterize -- you
15 used the word "familiar." How would you characterize
16 your expertise regarding the Commission's rules and
17 regulations?

18 A. I would say I'm familiar with the rules
19 of the Commission as it pertains to disconnection
20 policies.

21 Q. Let's look at Page 3, Line 14. You
22 discuss the PUCO Rule 4901:1-18-04. Do you see that?

23 A. Yes, I do.

24 Q. And there you state that under the rule
25 an account is delinquent when the customer has not

1 made full payment or payment arrangements by the due
2 date for any bill containing a previous balance for
3 regulated services; is that correct?

4 A. Yes.

5 Q. What does the phrase "previous balance"
6 mean?

7 A. That a customer does not pay their bill
8 by the due date and it's carrying a balance.

9 Q. So you believe that the phrase "previous
10 balance" is different or the same from current
11 balance?

12 A. So current balance is not due yet. Past
13 due balance is past the due date.

14 Q. And if a bill is produced, the bill
15 would ask for the current balance to be paid; is that
16 correct?

17 A. Yes.

18 Q. And as I understood your explanation to
19 me before, when you receive a bill the current
20 balance is what is due on that bill, and a previous
21 balance is anything that had not been paid from a
22 previous bill; is that correct?

23 A. I believe that in this instance a past
24 due balance is referred to when you don't pay your
25 current by the due date, it becomes past due.

1 Q. Okay. I'm asking about the words
2 "previous balance." Do you equate past due balance
3 as previous balance?

4 A. Yes.

5 Q. So in order for a customer's account to
6 be delinquent under the Commission's rules, is it
7 your understanding that the customer would have to
8 have missed two payments, the payment causing the
9 previous or past due amount, and the current balance?

10 A. The customer is rendered a bill and that
11 bill has a due date. If the customer doesn't pay by
12 that due date, they are subject to disconnect after
13 that date, and then we provide them a disconnection
14 notice their next on-cycle bill for that amount that
15 now is past due.

16 Q. So if a customer does not -- if their
17 due date is the -- December 30th and the customer has
18 not paid by December 31st, you believe that that
19 customer is subject to disconnection for the amount
20 contained in that bill?

21 A. Yes.

22 Q. On Page 3, Line 19 of your testimony,
23 you state that a customer paying on the due date is
24 paying almost 60 days after the utility's service has
25 been consumed. Do you see that?

1 A. Yes, I do.

2 Q. So with that statement, are you
3 suggesting that a customer who pays by the due date
4 on a bill is actually paying a past due balance?

5 MR. McMAHON: Objection to form. Go
6 ahead.

7 THE WITNESS: We provide service, and
8 that -- a customer could have service 30 days before
9 they're billed, and then when they're billed they
10 have 21 days to pay it; so, in essence, they're
11 getting 51 days. So, yes, they could almost have 60
12 days of service before they're due.

13 BY MS. BOJKO:

14 Q. And would you consider a customer that
15 pays by the due date as having paid a past due
16 balance?

17 A. No.

18 Q. Duke does not disconnect residential
19 customers for all past due balances; is that correct?

20 A. Duke Energy disconnects for usage that
21 is billed, and then it becomes -- that bill becomes
22 past due, that's what we disconnect for.

23 Q. So do you believe that Duke does, in
24 fact, disconnect residential customers for all past
25 due balances?

1 A. Yes.

2 Q. Let's turn to Page 4 of your testimony,
3 please, sir, line -- excuse me, strike that.

4 I'm going to go to Page 4, Line 6. Do
5 you see on Page 4, Line 6 --

6 A. Yes.

7 Q. -- where "arrear" --

8 A. Yes.

9 Q. -- is written twice?

10 A. Yes.

11 Q. What do you mean by "arrear" in this
12 sentence?

13 A. Past due.

14 Q. Can you turn to Page 5, please? Page 5,
15 Line 1, you discuss the definition of customer in the
16 Commission's rules. Do you see that?

17 A. I'm sorry. Could you tell me -- repeat
18 it? Yes, I see customer, uh-huh.

19 Q. Here on Page 5, beginning on Line 1, you
20 state that the Commission defines customer as any
21 person who enters into an agreement, whether by
22 contract or under tariff, to purchase electric, gas,
23 or natural gas service; is that correct?

24 A. Yes.

25 Q. Do you know which part of 4901:1-18-01

1 you're referencing?

2 A. I don't have the rule in front of me,
3 but I believe it's defined at the beginning of the
4 rule.

5 Q. So based on your reading of the
6 Commission's rule, as you understand it and as an
7 expert giving a nonlegal opinion, if someone takes
8 electric service from Duke by contract, would that
9 person be a customer?

10 MR. McMAHON: Objection to form.

11 THE WITNESS: Yeah. Could you -- what
12 do you mean? Could you be more specific? I guess
13 I'm not understanding your question.

14 BY MS. BOJKO:

15 Q. Based on your definition and your
16 reading of the Commission's rules cited in your
17 testimony, if someone takes electric service from
18 Duke by contract, would that person be a customer?

19 MR. McMAHON: Objection to form.

20 THE WITNESS: I guess I'm -- I don't
21 know what contract means.

22 BY MS. BOJKO:

23 Q. Well, it's contained in the definition
24 that you provide, sir, on Page 5.

25 A. I understand. But I want to make sure

1 we're using -- the customer who calls and contacts
2 Duke Energy is the customer.

3 Q. And if that customer signs a service
4 agreement with Duke Energy Ohio, that person would be
5 a customer; is that correct?

6 A. We don't sign contracts, but the
7 customer who calls and initiates service is the
8 customer.

9 Q. Okay. Would your response be the same
10 if I asked you if someone takes electric service from
11 Duke by tariff, would that customer be -- or would
12 that person be a customer?

13 MR. McMAHON: Objection to form.

14 BY MS. BOJKO:

15 Q. Yeah. Let me start over. I apologize.

16 Based on your reading of the
17 Commission's rules, if someone takes electric service
18 from Duke by tariff, would that person be considered
19 a customer?

20 A. A customer is a person who enters into
21 the agreement with Duke Energy and is responsible for
22 the bill. A consumer is somebody who may benefit
23 from the electric given to a premise.

24 Q. And, again, your definition of enter
25 into an agreement with Duke is a person who calls to

1 initiate service?

2 A. Yes.

3 Q. And you don't know whether that customer
4 that calls to initiate service is a customer that's
5 taking service pursuant to a contract or pursuant to
6 a tariff; is that correct?

7 MR. McMAHON: He doesn't know at what
8 particular time. Ever?

9 MS. BOJKO: I'm asking based on his
10 understanding of the Commission's rules and Duke's
11 policy. He said he wasn't aware of any contract. So
12 I'm asking him if he understands the distinction
13 between a contract and a tariff and whether he
14 believes there is or if it's just plain a customer
15 who initiates service.

16 MR. McMAHON: Objection to form, but go
17 ahead.

18 THE WITNESS: The way a customer would
19 initiate service is by contact, and he is the -- he
20 or she is the customer of record, which is the
21 customer.

22 BY MS. BOJKO:

23 Q. Okay. So you don't know what the rule
24 is referring to when it says any person who enters
25 into an agreement whether by contract or under

1 tariff; is that correct?

2 A. Yes.

3 Q. Still on Page 5, going down to Lines 6
4 and 7, you refer to a regulation in effect in 2011
5 for the definition of a consumer. Do you see that?

6 A. Yes, I do.

7 Q. Which regulation are you referencing
8 here?

9 A. I don't have the rules in front of me,
10 but I know that it defines customer and consumer in
11 the rules.

12 Q. And on Line 13 of that same page, you
13 state that the Commission's regulations in 2011
14 define the winter heating season as a period from
15 November 1st to April 15th. Do you see that?

16 A. Yes, I do.

17 Q. Which regulation are you referring to
18 here?

19 A. You want the actual number? I didn't
20 memorize the Commission rules, but it's in the
21 disconnection procedures, 4901:1-18.

22 Q. Sir, are you also familiar with the
23 definition of arrearages that's contained in the
24 Commission's rules?

25 A. I have a definition of what I think

1 arrearages are, yes.

2 Q. And could you tell me what you believe
3 the definition of arrearages is?

4 A. Past due balance.

5 Q. And that's how you believe the
6 Commission describes it in its rules?

7 A. I believe that's my interpretation of
8 the rule, yes.

9 Q. You referred to 4901:1-18-01 in your
10 testimony. Are you familiar with 4901:1-18-06?

11 A. Today or in 2011 or -- again, I don't
12 have the rules in front of me and I don't have it
13 memorized, but I'm pretty familiar with the 18 rules
14 in general.

15 Q. Is there a difference of your
16 understanding of the rules from today as it was in
17 2011?

18 MR. McMAHON: Of any rule?

19 BY MS. BOJKO:

20 Q. Of any of the disconnection rules that
21 you're testifying on -- on -- about.

22 A. No. I'm not aware of anything that
23 changed, but I'm not going to say that the numbers
24 didn't change, the numbers, because I think there was
25 changes made to some of the rules that may have

1 changed some of the numbers, but, again, I'm not
2 positive because I don't have any rules in front of
3 me.

4 Q. Okay. Fair enough. I guess I was
5 asking a more general question: Do you believe that
6 your familiarity with the Commission's disconnection
7 rules has somehow changed from 2011 till today?

8 A. No. I don't think they've changed.

9 MS. BOJKO: Okay. Ms. Ross, I believe
10 you have a copy of 4901:1-18-06 with you today.

11 THE COURT REPORTER: Yes. Do you want
12 me to mark that?

13 MS. BOJKO: Could you please mark that
14 as OCC Depo Exhibit 3?

15 (EXHIBIT MARKED FOR IDENTIFICATION.)

16 BY MS. BOJKO:

17 Q. Mr. Carmosino, do you have in front of
18 you what's been marked as OCC Depo Exhibit 3?

19 A. Yes.

20 Q. Is it a copy of 4901:1-18-06?

21 A. Yes.

22 Q. Which are the disconnection procedures
23 for electric, gas, and natural gas utilities?

24 A. Yes.

25 Q. Well, let's discuss some general

1 disconnection rules so we can put this in proper
2 focus.

3 Section (A) of Rule 18-06 says that
4 utilities must give residential customers 14 days'
5 notice before service can be disconnected; is that
6 right?

7 A. Could you repeat the question again?

8 Q. Sure. Section (A) of Rule 18-06 that
9 you have in front of you that's been marked as OCC
10 Depo Exhibit 3, states that utilities must give
11 residential customers at least 14 days' notice before
12 service can be disconnected; is that correct?

13 A. 4901:1-18-06, yes, it says the -- yes,
14 after at least 14 days' notice, yes.

15 Q. And the disconnection is subject to two
16 conditions; is that correct?

17 MR. McMAHON: Objection to the form.
18 Are you continuing to read on somewhere?

19 MS. BOJKO: I'm asking if it's his
20 understanding that the rules -- the disconnection
21 rule that we just referenced is subject to two
22 conditions.

23 THE WITNESS: I'm not sure of your
24 question.

25 BY MS. BOJKO:

1 Q. Okay. You did state that you're
2 familiar with 4901:1-18-06; is that correct?

3 A. Yes.

4 Q. Okay. And you did confirm that
5 Section (A) of that rule requires utilities to give
6 residential customers at least 14 days' notice prior
7 to service being disconnected; is that correct?

8 A. Yes.

9 Q. And then the rules also provide two
10 conditions regarding disconnection of service; is
11 that correct?

12 MR. McMAHON: Objection to form. And,
13 Counsel, you're mischaracterizing or misreading the
14 rule, it identifies five conditions. You're only
15 looking at the first two numbered paragraphs.

16 BY MS. BOJKO:

17 Q. That's how the rule works, sir. So the
18 first two, (A)(1) and (2), are conditions referencing
19 disconnection; is that correct, Mr. Carmosino?

20 MR. McMAHON: Objection to form. Again,
21 you're mischaracterizing the rule.

22 MS. BOJKO: I'm not mischaracterizing
23 the rule.

24 BY MS. BOJKO:

25 Q. Mr. Carmosino, does 4901:1-18-06(A)

1 state that it's subject to the following conditions?

2 A. Yes.

3 Q. And then are there two numbers
4 underneath (A), (1) and (2), that provide two
5 conditions regarding disconnection?

6 A. There is a (1) and (2), yes, but there's
7 also a (3) and (4) and other numbers, but, yes.

8 Q. Okay. So (1) and (2) are regarding
9 disconnections. (1) states that no disconnections
10 can be made after 12:30 p.m. on the day before all
11 services to arrange for and perform reconnection are
12 not available; is that correct?

13 A. Yes.

14 Q. And No. (2) states that there must be
15 personal notice to the customer or at least an adult
16 at the residence on the day of disconnection; is that
17 correct?

18 MR. McMAHON: Objection to form. You
19 can answer.

20 THE WITNESS: Yes.

21 BY MS. BOJKO:

22 Q. And regarding the personal notice, it
23 states that if the customer or an adult is not at
24 home, the personal notice can be written, but it must
25 be left in a conspicuous place at the customer's

1 residence; is that correct?

2 A. Yes.

3 Q. And 4901:1-18-06 requires that personal
4 notice be given to an adult consumer; is that
5 correct?

6 MR. McMAHON: Objection to form. You're
7 asking if the customer is not at home?

8 MS. BOJKO: If the witness doesn't
9 understand my question, he can ask me, but --

10 THE WITNESS: Will you repeat the
11 question?

12 MS. BOJKO: I'm sorry?

13 THE WITNESS: Could you please repeat
14 the question?

15 BY MS. BOJKO:

16 Q. Sure. Does (A)(2) state that on the day
17 of disconnection, if the customer is not at home to
18 provide the personal notice to that we just
19 discussed --

20 A. Uh-huh.

21 Q. -- is the utility company required to
22 provide personal notice to an adult consumer?

23 A. Yes.

24 Q. And does it goes on to state that only
25 if neither the customer nor an adult consumer is at

1 home, then can a utility attach written notice to the
2 premises on a conspicuous location?

3 MR. McMAHON: Objection to
4 mischaracterization of what the rule provides, but go
5 ahead and answer.

6 THE WITNESS: We would leave
7 notification in a conspicuous place whether the
8 customer or consumer did not answer the door. We
9 don't know if they're home.

10 BY MS. BOJKO:

11 Q. Okay. Doesn't the rule provide if
12 neither the customer nor an adult consumer is at
13 home, the utility company shall attach written notice
14 to the premises in a conspicuous location prior to
15 disconnecting services?

16 A. We -- when we arrive on the premise, we
17 knock on the door, we make it known who we are. We
18 don't know if a customer is home or not. And if
19 there's no answer to the door, we leave the notice in
20 a conspicuous place.

21 Q. Okay. And I'm asking you if the rule,
22 4901:1-18-06, states if neither the customer nor an
23 adult consumer is at home, the utility company shall
24 attach written notice to the premises in a
25 conspicuous location prior to disconnecting service?

1 MR. McMAHON: Objection.

2 THE WITNESS: Yes.

3 BY MS. BOJKO:

4 Q. And there's nothing in that rule that
5 provides for knocking on the door; is that correct?

6 MR. McMAHON: Objection.

7 MS. BOJKO: You can answer, sir.

8 THE WITNESS: Yes.

9 BY MS. BOJKO:

10 Q. And let's look at the second page of
11 OCC's exhibit that you have, OCC Depo Exhibit 3. Are
12 you there?

13 A. Yes, I am.

14 Q. Thank you. 18-06(A)(5) lists specific
15 requirements for all disconnection notices or
16 documents accompanying a disconnection notice; is
17 that correct?

18 A. Yes.

19 Q. And Subsection (A)(5)(a) of the rule
20 requires that the disconnection notice include the
21 account number, the total amount required to prevent
22 disconnection of the regulated services, and/or any
23 security deposit owed at the time of the notice; is
24 that correct?

25 A. Yes.

1 Q. And Subsection (A)(5)(b) of the rule
2 requires that the disconnection notice include the
3 earliest date when disconnection may occur; is that
4 correct?

5 A. Yes.

6 Q. And Section (A)(5)(c) of the rule
7 requires that the disconnection notice include the
8 local or toll-free number and address of the utility
9 company's office for customers to contact about their
10 account; is that correct?

11 A. Yes.

12 Q. (A)(5)(d) of the rule requires that the
13 disconnection notice includes specific language
14 regarding how the customer may contact the Commission
15 and OCC; is that correct?

16 A. Yes.

17 Q. And is it your understanding that
18 Section (A)(5)(e) of the rule requires that the
19 disconnection notice include a statement that if the
20 customer fails to pay the amount on the disconnection
21 notice before the day specified on the notice, the
22 customer may be required to pay a security deposit
23 and a reconnection charge?

24 A. Yes.

25 Q. And Section (A)(5)(e) also requires that

1 the disconnection notice include the amount of the
2 security deposit and a reconnection charge; is that
3 correct?

4 A. I think Section (e) says if you're
5 disconnected, what that security deposit would be,
6 right?

7 Q. And then the last sentence of (e) says,
8 "The statement shall also include the amount of the
9 security deposit and the reconnection charge"; is
10 that correct?

11 A. Yes.

12 Q. And (f) of the rule requires that the
13 disconnection notice include a statement that failure
14 to pay charges for any nontariffed products or
15 services may result in the loss of those products or
16 services --

17 A. Yes.

18 Q. -- is that correct?

19 A. Yes.

20 Q. And Subsection (A)(5)(g) requires that
21 the disconnection notice include an explanation of
22 the payment plans and options and PIPP Plus plans
23 available to the customer; is that correct?

24 A. Yes.

25 Q. And (h) of the rule requires that the

1 disconnection notice includes information regarding
2 the medical certification program, correct?

3 A. Yes.

4 Q. And Subsection (A)(5)(i) of the rule
5 requires that the disconnection notice include a
6 statement that a listing of the utility company's
7 authorized payment agents is available by calling the
8 utility company's toll-free customer service number;
9 is that correct?

10 A. That is correct.

11 Q. I'm sorry. Did you answer that last
12 question?

13 A. Yes.

14 Q. Oh, I'm sorry. I thought I was waiting
15 for your response. I didn't hear you. Did you say
16 yes?

17 A. Yes.

18 Q. Thank you.

19 A. Uh-huh.

20 Q. My apologies.

21 A. That's okay.

22 Q. And which of attachments to your
23 testimony contains Duke's 14-day notice, sir?

24 MR. McMAHON: Can you read that back,
25 please?

1 BY MS. BOJKO:

2 Q. I'm asking which of the attachments to
3 your testimony contain the 14-day notice?

4 MR. McMAHON: Sorry, Counsel, I was just
5 asking the court reporter, but thanks.

6 MS. BOJKO: Oh.

7 MR. McMAHON: No problem. Go ahead.
8 Sorry.

9 THE WITNESS: Duke Energy -- you want
10 the number?

11 BY MS. BOJKO:

12 Q. Yes. Your attachment MAC, which number?

13 A. MAC-2 provides the date to which the
14 earliest the customer may be disconnected.

15 Q. I'm sorry. Your answer bleeped out.
16 Could you have the court reporter reread that, or
17 could you restate it?

18 MR. McMAHON: Go ahead and read it back
19 to her, please.

20 (Record read back as requested.)

21 BY MS. BOJKO:

22 Q. Thank you.

23 And which of your attachments to your
24 testimony contain the written notice that Duke's
25 service technicians are to leave at the customer's

1 residence if the customer or an adult consumer are
2 not at home?

3 A. It's not in my testimony.

4 Q. Okay. I'd like to try to go through the
5 sequence of Duke's process for sending a
6 disconnection notice. Before I do that, sir, you
7 sometimes state Duke Energy, and when you use the
8 words "Duke Energy," does that also mean Duke Energy
9 Ohio?

10 A. Yes.

11 Q. Okay. Thank you.

12 A. Uh-huh.

13 Q. So at the bottom of Page 5 of your
14 testimony, and continuing to the top of Page 6, you
15 state that if some customers have a delinquent bill,
16 instead of getting a disconnection notice they get a
17 reminder notice; is that correct?

18 A. Yes.

19 Q. Is that your understanding of what
20 happened to the Easterlings in September of 2011
21 because they met the criterion you considered to be
22 confidential on Page 6, Line 4?

23 MR. McMAHON: Objection to form. Court
24 Reporter, I'm sorry, can you read that back, please,
25 again? Sorry.

1 (Record read back as requested.)

2 THE WITNESS: Yes.

3 BY MS. BOJKO:

4 Q. Is this the only criterion for Duke to
5 issue a reminder notice to a residential customer who
6 you believe has a delinquent bill?

7 A. Yes.

8 Q. So if a person meets the criterion even
9 though they are past due balance as you've described
10 to me, they could be issued a reminder notice in lieu
11 of a disconnection notice if they meet this
12 criterion?

13 A. Yes.

14 Q. And then after the reminder notice is
15 given, if a customer still has a delinquent bill the
16 following month, Duke includes a disconnection notice
17 on the bill the next month; is that correct?

18 A. Yes.

19 Q. And that is what occurred on
20 Easterlings' bill in October of 2011; is that
21 correct?

22 A. Yes.

23 Q. And that is reflected in your Attachment
24 MAC-2?

25 A. Yes.

1 Q. And if we looked at the notice on MAC-2,
2 that notice doesn't include the amount of the
3 reconnection charge; is that correct?

4 MR. McMAHON: You're talking about just
5 the first page of MAC-2?

6 THE WITNESS: Are you referring to just
7 the MAC-2?

8 BY MS. BOJKO:

9 Q. I was just referring to MAC-2 in
10 general. We can go page by page if you'd like.

11 A. We notified the customer on MAC-2 that a
12 reconnection charge will be charged if they're
13 disconnected. In the insert that accompanies this
14 bill, we talk about what our reconnection charges
15 are.

16 Q. So the reconnection notice that I see --
17 let's back up.

18 Do you believe that the reconnection
19 notice -- or, excuse me, do you believe the
20 disconnection notice that we discuss is contained in
21 the box on Page 1 and is also referenced by the title
22 on top of the due date of the bill itself?

23 A. We can see --

24 MR. McMAHON: Objection to form.

25 THE WITNESS: I consider your

1 disconnection notice both the bill and the
2 accompanying insert that is marked "Disconnection
3 Notice."

4 BY MS. BOJKO:

5 Q. Okay. And is that accompanying insert
6 included in your testimony, is that what you have
7 marked as Attachment MAC-3?

8 A. Yes.

9 Q. Okay. Now, let's go back to MAC-2, the
10 actual disconnection notice. That does not include
11 the amount of the reconnection charge; is that
12 correct?

13 MR. McMAHON: Well, objection to your
14 characterization of MAC-2 as the, quote, unquote,
15 disconnection notice, but go ahead and answer based
16 on the -- as the witness has already testified, the
17 two documents comprise the notice.

18 THE WITNESS: That's right. We don't
19 classify just the bill as the disconnection notice.

20 BY MS. BOJKO:

21 Q. Okay. I was going by the title of the
22 document. Is MAC-2 titled "Disconnection Notice"?

23 A. That bill is titled "Disconnection
24 Notice," yes.

25 Q. Okay. And I'm asking if the bill,

1 itself, contains an actual amount of a reconnection
2 charge.

3 A. It does not, but the accompanying insert
4 does.

5 Q. And the accompanying insert that you're
6 discussing is MAC-3, correct?

7 A. Yes.

8 Q. And MAC-3 is a copy of a form or generic
9 Ohio Residential Disconnection Notice; is that
10 correct?

11 A. MAC-3 is a copy of a disconnection
12 notice that would have accompanied a disconnection
13 bill.

14 Q. And that's what you refer to on Page 6,
15 Lines 12 and 13 of your testimony regarding a pink
16 bill insert?

17 A. Yes.

18 Q. Let's go back to MAC-2, the
19 disconnection notice bill. This notice doesn't
20 include the earliest date that service might be
21 disconnected; is that correct?

22 A. Could you repeat the question?

23 Q. Sure. MAC-2 --

24 A. Yes.

25 Q. -- the disconnection notice on the

1 bill --

2 A. Yes.

3 Q. -- does not include the earliest date
4 that service might be disconnected; is that correct?

5 A. It includes the earliest day Duke Energy
6 Ohio could disconnect them.

7 Q. And what do you -- where do you believe
8 that is?

9 MR. McMAHON: Where does he believe that
10 is on the document?

11 MS. BOJKO: Yes.

12 THE WITNESS: If your service is not
13 paid before 10-28-2011. Did we lose you?

14 BY MS. BOJKO:

15 Q. No. Thanks. And the notice doesn't
16 include specific language regarding how the customer
17 may contact the Commission and the OCC, does it?

18 A. That information is on the accompanying
19 pink disconnection insert.

20 Q. All right. And not on the disconnection
21 notice bill, correct?

22 A. I actually believe that's on the back of
23 that bill. There is information how to contact the
24 Commission, and I believe it's on the back of the
25 bill.

1 Q. Regarding disconnection or just the
2 generic call the Commission?

3 A. Just the required portion it talks about
4 the Commission number, yes, on the back of the bill.

5 Q. But, I mean, the back of the bill has
6 always enclosed a number to call the Commission; is
7 that correct?

8 A. Yes.

9 Q. You're not suggesting that the back of
10 the bill for this particular instance would be
11 different than any other back of the bill, are you?

12 A. No.

13 Q. Okay.

14 A. But I don't think that was your
15 question.

16 Q. Well, my question is: The bill -- is
17 there any language on the disconnection notice on the
18 bill on MAC-2 that includes language on how the
19 customer may contact the Commission --

20 A. Again, it's in the accompanying --

21 Q. I'm sorry. I wasn't finished.
22 -- if disconnection of service is about
23 to occur?

24 A. It's in the accompanying bill insert.

25 Q. Okay. Thank you.

1 And just so the record's clear, you have
2 not included the back of the bill as part of
3 Attachment MAC-2, correct?

4 A. Correct.

5 Q. Okay. And the disconnection notice, the
6 bill attached as MAC-2, does not include information
7 regarding the medical certification program; is that
8 correct?

9 A. That is in the accompanying bill insert
10 that's attached -- that's with this bill, yes.

11 Q. And the bill disconnection notice also
12 doesn't include a statement that a listing of the
13 utility company's authorized payment agents is
14 available by calling the utility company's toll-free
15 customer service number; is that correct?

16 A. It's in the accompanying bill insert.

17 Q. Thank you. And if we could turn back to
18 your testimony, please, on Page 6, Lines 16 and 17.
19 On Lines 16 and 17 you state that the insert was
20 included with the utility bill mailed on October 4 to
21 Estill Easterling at 11312 Orchard Street; is that
22 correct?

23 A. Yes.

24 Q. So in your testimony on Page 6, you are
25 confirming that Attachment MAC-2 was, in fact, mailed

1 to the Easterlings' address on October 4th, 2011; is
2 that correct?

3 A. According to our records, yes.

4 Q. And you believe that MAC-3 was also
5 included with the utility bill; is that correct?

6 A. Yes.

7 Q. Do you have firsthand knowledge that the
8 insert was, in fact, included with the Easterlings'
9 October 4th, 2011, bill?

10 A. I did not open their mail, so I can't
11 say one way or the other. It is Duke's policy that
12 that insert accompany every disconnection bill.

13 Q. So I appreciate that you didn't open
14 their mail, because that might have been a federal
15 offense, but to actually put the insert into the
16 envelope with the Easterlings' bill?

17 A. I'm not the subject matter expert as to
18 the insert and the bill. It is our practice and our
19 policy at Duke Energy that every disconnection bill
20 have that accompanying insert.

21 Q. Okay. I can appreciate that. But could
22 you answer my question? Did you actually personally
23 put the insert in the envelope with the Easterlings'
24 bill?

25 A. No.

1 Q. So your knowledge regarding the inserts
2 being included in the bill is with regard to the
3 typical or regular practice of Duke; is that correct?

4 MR. McMAHON: Objection to form.

5 THE WITNESS: Yes.

6 BY MS. BOJKO:

7 Q. And on Page 6, Lines 19 through 20, you
8 state that they reflect the first, and perhaps only,
9 notice of disconnection provided by Duke Energy Ohio
10 in 2011, pursuant to Rule 4901:1-18-06(A). Do you
11 see that?

12 A. Yes.

13 Q. What does "they" refer to?

14 A. "They" refer to the notices in the bill.

15 Q. The two prior delineated notices, MAC-2
16 and MAC-3?

17 A. Yes.

18 Q. And with regard to Line 17 when you said
19 "was included" -- strike that.

20 Well, actually when you say MAC-3 was
21 included, you're not talking about this actual
22 document, you're talking about a copy of this
23 document; is that correct?

24 A. Yes.

25 Q. And it's my understanding that this

1 would be a pamphlet of sorts; is that correct?

2 A. Yes.

3 Q. And let's look more specifically at
4 MAC-3. MAC-3 does not have any information specific
5 to the Easterlings' account, does it?

6 A. That is correct.

7 Q. And, again, just so we're clear, you
8 believe that this is a pamphlet included in the
9 disconnection bill, correct?

10 MR. McMAHON: Objection. Asked and
11 answered.

12 THE WITNESS: I believe that there is a
13 disconnection notice. As you can see, it has four
14 pages and they're folded inside of each other; so it
15 has four different sections, was included in the
16 disconnection bill, yes.

17 BY MS. BOJKO:

18 Q. Do you see -- under Duke Energy's logo,
19 do you see some small print, some letters and numbers
20 under there?

21 A. Yes.

22 Q. Okay. And the 10/11 at the end, is that
23 referring to -- well, you tell me what that refers
24 to.

25 A. That refers to when they started

1 including this type of insert in the bill.

2 Q. Okay. So 10/11 would mean October of
3 2011?

4 A. That is correct.

5 Q. Okay. And does the W before that
6 possibly mean winter of 2011?

7 A. Yes.

8 Q. All right. And if we go to the
9 beginning of this reference, it says MAR. What does
10 MAR stand for?

11 A. I don't know.

12 Q. Do you know what DOHR stands for?

13 A. I do not.

14 Q. And this MAC-3 does not have information
15 specific to any customer's account; is that correct?

16 A. Yes.

17 Q. Okay. So you would describe this as a
18 form or generic disconnection notice; is that fair?

19 A. I would describe it as a disconnection
20 notice, yes.

21 Q. Does the October 4th, 2011, bill mailed
22 to the Easterlings make any reference at all to the
23 form or generic notice or pamphlet that's included
24 with their bill?

25 A. We began probably -- including this

1 insert -- could you repeat the question?

2 Q. Does the October 4th, 2011, bill mailed
3 to the Easterlings make any reference at all to the
4 form or generic notice?

5 A. No.

6 Q. So unless the Easterlings were actually
7 looking for the pink insert, they might not have
8 known it was there and was pertinent to their bill;
9 is that correct?

10 MR. McMAHON: Objection to form. Calls
11 for speculation.

12 THE WITNESS: I would say that the
13 notice clearly says "Ohio Residential Disconnection
14 Notice." And in 2011 this notice was pink so it
15 would stand out.

16 BY MS. BOJKO:

17 Q. Well, but I'm asking if the bill -- if
18 the Easterlings would know whether the bill was
19 associated with the disconnection notice insert
20 included as MAC-3.

21 MR. McMAHON: Objection to form. You're
22 asking Mr. Carmosino to testify about what some
23 unidentified Easterling may or may not know.

24 MS. BOJKO: I'm asking if he has
25 knowledge.

1 THE WITNESS: I cannot anticipate what
2 the Easterlings would have done or speculated what
3 they know.

4 BY MS. BOJKO:

5 Q. Are you aware, sir, whether there were
6 other inserts included in the Easterlings'
7 October 4th, 2011, bill?

8 A. That is not my -- my area; so I would
9 not know.

10 Q. Turn back to Page 7 of your testimony,
11 please. On Page 7, Line 7 of your testimony, you
12 mention the 10-day notice that is required by the
13 Commission's rules during the winter heating season,
14 and you mentioned that Duke referred to this as the
15 final disconnection notice in 2011; is that correct?

16 MR. McMAHON: Objection to form, but go
17 ahead.

18 THE WITNESS: Yes.

19 BY MS. BOJKO:

20 Q. And you use the past tense there. Does
21 Duke still refer to this 10-day notice as the final
22 disconnection notice?

23 A. Yes.

24 Q. And on Line 5 of Page 7 you state that,
25 "This notice, which the Commission allowed in 2011 to

1 be made..." Which rule are you referencing with
2 regard to the Commission's permission?

3 A. 18-1 -- or sorry, 18 -- colon 1-18-06(B)(1).

4 Q. Thank you. And that's the notice that
5 you have included as Attachment MAC-4; is that
6 correct?

7 A. Yes.

8 Q. And you state on Lines 9 and 10 of
9 Page 7 that this form disconnection notice was mailed
10 to the Easterlings -- or to Estill Easterling on
11 October 19th, 2011; is that correct?

12 A. According to our billing records in CMS,
13 yes.

14 Q. So you have reviewed the billing records
15 of CMS and made this determination?

16 A. Yes.

17 Q. Mr. Carmosino, we've been going for a
18 little over an hour-and-a-half. Do you need a break?
19 Would you like to continue?

20 A. I'm fine.

21 Q. Let's turn to Attachment MAC-4, please.

22 A. Okay.

23 Q. Are you there?

24 A. Yes.

25 Q. On Attachment MAC-4, Mr. Easterling's

1 name is not on this notice; is that correct?

2 A. Yes.

3 Q. And the notice is addressed to "Occupant
4 Or"; is that correct?

5 A. Yes.

6 Q. And the first line of the text in the
7 notice states that the recipient should pay the
8 amount noted on the last bill you received, and
9 refers to the important message in the body of the
10 bill; is that correct?

11 A. Yes.

12 Q. I'm sorry, did you say correct and I
13 just didn't hear you?

14 A. I said yes.

15 Q. Oh, I'm sorry.

16 And how much was the amount referred to
17 in the important message in the October 4th, 2011,
18 Easterling bill?

19 A. \$248.82.

20 Q. And it's your understanding that the
21 Easterlings had made a payment between the time the
22 October 4th, 2011, bill was issued and October 19th,
23 2011, when Duke says it mailed this form
24 disconnection notice to the Easterlings; is that
25 correct?

1 MR. McMAHON: Can you read that back to
2 us, please?

3 (Record read back as requested.)

4 THE WITNESS: Yes.

5 BY MS. BOJKO:

6 Q. And is it your understanding that the
7 payment was \$143.49?

8 A. I believe that to be accurate, yes.

9 Q. So the total amount due on the October 4th,
10 2011, bill was \$373.06; is that correct?

11 A. Yes.

12 Q. So what is your understanding of how
13 much the Easterlings owed to Duke on October 19th,
14 2011?

15 MR. McMAHON: For -- are you asking for
16 total or for disconnection purposes?

17 MS. BOJKO: I'm asking if he knows how
18 much total -- in total that the Easterlings owed to
19 Duke on October 19th, 2011.

20 THE WITNESS: Well, I mean, whatever
21 their payment less the 373.06 is what they would have
22 owed Duke.

23 BY MS. BOJKO:

24 Q. All right. Would you agree with me that
25 that number is 239.57?

1 A. I don't have a pen -- I don't have a pen
2 to do the math, but what I would tell you is that if
3 they made a payment of 143, whatever the numbers you
4 said, and you subtracted it from the 373.06 is what
5 would have been owed to Duke, yes.

6 Q. Okay. Well, if it's \$239.50, subject to
7 check, that number would be less than the \$248.82
8 listed important message of the October 4th bill; is
9 that correct?

10 A. Okay. So...

11 MR. McMAHON: Objection to form.

12 THE WITNESS: I will explain something
13 to you. The past due amount was the \$248.82. The
14 373.06 includes current charges.

15 BY MS. BOJKO:

16 Q. Okay. So how much do you believe was 60
17 days in arrears on October 19th, 2011?

18 MR. McMAHON: Objection.

19 THE WITNESS: Can you -- you want to
20 know how much was 60 days in arrears after they made
21 their payment?

22 BY MS. BOJKO:

23 Q. On October 19th, 2011, yes.

24 A. Their 60-day arrears?

25 MR. McMAHON: I'm going to object to the

1 form. I mean, Kim, Mr. Carmosino is not here to do
2 mathematical computations for you. If you have
3 questions, go ahead and ask him.

4 MS. BOJKO: Well, that's a very
5 important question is how much was actually owed.

6 MR. McMAHON: Actually your question --
7 your question is not important because it's referring
8 to 60-day arrearage for one, and you're asking him to
9 look at documents and calculate an irrelevant number.

10 MS. BOJKO: I beg to differ, and it's
11 not an irrelevant number. And I think the witness
12 testified that it is a relevant number earlier in his
13 deposition.

14 MR. McMAHON: For the record, the
15 witness has never referred to a 60-day arrearage at
16 all.

17 MS. BOJKO: He did actually, and it is
18 written in his testimony. So, I mean, this is a
19 deposition, we're not going to argue with what he
20 said or not. It's in his testimony. He's responded
21 to me earlier, explained how the whole 60 days was
22 calculated; so he did.

23 So, Mr. Carmosino, you can answer the
24 question. If you do not know, then you can say you
25 do not know.

1 MR. McMAHON: Objection to the form.

2 The witness is not here to do a dog-and-pony show for
3 you. But if you can answer, go ahead.

4 THE WITNESS: I mean, I don't have a pen
5 to do the math; so I don't know. I can tell you,
6 though, the amount to avoid disconnection on their
7 October bill was \$248.82. And if you would subtract
8 their payment out, that was the amount past due and
9 owed.

10 BY MS. BOJKO:

11 Q. Subtract the payment from the \$248.82?

12 A. That is correct.

13 Q. Let's go back to MAC-4, please. We
14 talked about who the MAC-4's addressed to, but does
15 this notice include an account number on it?

16 A. Yes.

17 Q. I'm sorry, did you say yes?

18 A. Yes.

19 Q. Okay. And where would that account
20 number be?

21 A. At the top of the notice.

22 Q. Could you read the first four letters of
23 it so -- or numbers?

24 A. It's not on this notice, but it would
25 have appeared on the notice that was sent to the

1 Easterlings.

2 Q. Oh, I thought you meant it was on this
3 notice. Thank you.

4 Does the final disconnection notice
5 include the total amount required to prevent
6 disconnection of the regulated services and/or any
7 security deposit owed at the time of the notice?

8 A. No, nor is it required to.

9 Q. And does this notice include the
10 earliest date when disconnection may occur?

11 A. This notice tells the customer the
12 actual date to which the disconnection will occur by,
13 it will have a date printed at the top and it will
14 tell them that they will be disconnected 10 days from
15 that date.

16 Q. And it's your understanding that Duke
17 does not have the actual final disconnection notice
18 with all of this information included on it for the
19 Easterling account?

20 A. We don't have it for the Easterling or
21 any other customer.

22 Q. And is it your understanding that the
23 disconnection of the Easterlings' electric service
24 occurred on November 4th, 2011?

25 A. Yes.

1 Q. And it's your understanding from the
2 Commission's rules that the 18-06(B) requirements
3 took effect on November 1st, 2011?

4 MR. McMAHON: Objection to form.

5 THE WITNESS: Yes.

6 BY MS. BOJKO:

7 Q. And as you understand the Rule
8 4901:1-18-06(B)(1), that this rule requires a 10-day
9 notice of disconnection be given to the customer or
10 any adult consumer at the premises between
11 November 1st and April 15th; is that correct?

12 A. My understanding of the rule is if the
13 disconnection date on the bill falls between
14 November 1st and April the 15th, we are required to
15 provide a notice 10 days prior to disconnection.

16 Q. So you don't believe that the rules
17 provide that once a disconnection date --

18 A. I'm sorry. I didn't hear you.

19 Q. I'll start over.

20 A. Okay.

21 Q. It's not your understanding that
22 (B)(1) -- 18-06(B)(1) that we just talked about
23 requires that the disconnection date stated on the
24 14-day notice be extended by 10 days?

25 MR. McMAHON: Objection.

1 THE WITNESS: My understanding of the
2 rule is during November 1st through April 15th, the
3 disconnection date put on your bill, if that date
4 falls between November 1st and April 15th, a 10- --
5 prior to disconnection, a 10-day notice must be
6 delivered.

7 BY MS. BOJKO:

8 Q. But you don't believe that the actual
9 disconnection date has to be extended as long as a
10 notice is sent 10 days prior to the disconnection?

11 A. I think that's a vague question. Can
12 you repeat your question?

13 Q. I thought you made a distinction, so I'm
14 just trying to understand what you're saying.

15 Do you think that the date that's
16 indicated on a disconnection notice, the 14-day
17 disconnection notice, has to be extended by 10 days
18 or just that they have to receive the notice 10 days
19 prior to the disconnection?

20 A. I think that Duke Energy provides the
21 earliest date to which a customer can be disconnected
22 on the bill, and if that disconnection date on the
23 bill falls after November 1st, we are required to
24 deliver a 10-day disconnection notice prior to -- a
25 final notice prior to disconnection.

1 Q. Okay. So let's just use an example. If
2 the disconnection date falls on November 2nd, that
3 would be between the November 1st and April 15th date
4 you stated; is that correct?

5 MR. McMAHON: Objection. When you say
6 "disconnection date," are you referring to the date
7 on the bill or the date that service is disconnected?

8 MS. BOJKO: Well, I thought I heard the
9 witness say if the disconnection date on the bill
10 falls between November 1st and April 15th.

11 BY MS. BOJKO:

12 Q. Is that not what you said, sir?

13 A. Yes.

14 Q. Okay. So if the disconnection date on
15 the bill is November 2nd, when do you think the
16 earliest date a customer can be disconnected is?

17 MR. McMAHON: Objection to form.

18 THE WITNESS: So Duke Energy Ohio
19 provides the soonest a customer can be disconnected
20 on their bill. And depending on how the final notice
21 is delivered, I really can't answer that, but I just
22 can't answer that right now. I think that there's
23 too many unknowns with the date.

24 BY MS. BOJKO:

25 Q. Okay. So it's not as simple as saying

1 that if the date falls on November 2nd you would add
2 10 days to that date and, thus, the date that they
3 can be disconnected is November 12th; is that
4 correct?

5 A. It's not that simple, yes.

6 Q. Okay. And the factors that you think
7 are involved are when the final -- are what?

8 A. The factors for what?

9 Q. You said you didn't have enough
10 information to answer my question regarding the
11 earliest possible date somebody could be
12 disconnected, and I'm asking what factors or what
13 additional information do you need to make that
14 determination?

15 A. Duke Energy provides on its bill the
16 earliest to which a customer can be disconnected. We
17 provide 24 days on our bill, and that encompasses in
18 the wintertime a total of 24, which is the intent of
19 the rule. Now, we do add additional days for mailing
20 which, again, is in compliance with the rule.

21 Q. I'm sorry. Are you saying that because
22 Duke Energy gives you 24 days to pay your bill, that
23 that is sufficient to meet the 14 plus 10-day rule?

24 MR. McMAHON: Objection.
25 Mischaracterizing the witness's testimony.

1 THE WITNESS: I'm saying Duke Energy
2 provides the earliest date they can be disconnected
3 on their bill.

4 BY MS. BOJKO:

5 Q. Meaning that there's no need to add 10
6 days to the earliest date that can be disconnected
7 that's listed on their bill?

8 MR. McMAHON: Objection. You're asking
9 that if the date on the bill falls on or after
10 November 1st?

11 MS. BOJKO: Yes. I'm trying to
12 understand what the witness has said on multiple
13 times about the 24 days that Duke provides to
14 customers.

15 THE WITNESS: Duke provides on the bill
16 24 days.

17 BY MS. BOJKO:

18 Q. Twenty-four days to pay or 24 days prior
19 to disconnection?

20 A. Twenty-four days is the soonest Duke
21 Energy Ohio could disconnect a customer, and that's
22 what we put on the bill.

23 Q. Okay. And what is your understanding
24 that that time period is run off of?

25 MR. McMAHON: I'm sorry. Did you say is

1 run off of?

2 MS. BOJKO: Yeah, is calculated based
3 on.

4 BY MS. BOJKO:

5 Q. What do you think that that earliest
6 date that is placed on the bill is calculated based
7 on, is that the 24 days you're referring to? I'm
8 trying to understand the 24 days you keep referring
9 to.

10 A. Twenty-four days from the bill -- when
11 we prep the bill is what is -- is the date we put on
12 the disconnection notice as the earliest you can be
13 disconnected.

14 Q. And if you believe that that date falls
15 after November 1st, there is no need to add an
16 additional 10 days pursuant to 18-06(B)(1)?

17 A. I believe Duke Energy follows the intent
18 of the rule and provides the customers the complete
19 time required before we disconnect them, and we do
20 provide a 10-day notice prior to disconnecting the
21 customer, yes.

22 Q. But you do not believe that the
23 additional 10-day notice extends the date of
24 disconnection that's stated on the 14-day notice; is
25 that correct?

1 MR. McMAHON: Objection. Asked and
2 answered.

3 THE WITNESS: We provide the earliest
4 date a customer can be disconnected, and we feel
5 we're compliant with the rule by giving them the 10
6 days and the final notice before they're
7 disconnected.

8 BY MS. BOJKO:

9 Q. Okay. I'm sorry. I didn't mean to
10 interrupt. Were you finished?

11 A. I was.

12 Q. Okay. Let's just take -- let's take an
13 example. If November 2nd is listed on the 14-day
14 notice as the date of disconnection --

15 A. Uh-huh.

16 Q. -- does Duke need to add 10 additional
17 days to that date per the Commission's rules,
18 4901:1-18-06(B)(1)?

19 MR. McMAHON: Objection to form. Go
20 ahead.

21 THE WITNESS: We provide on the bill the
22 soonest the customer can be disconnected, which is 24
23 days. We also deliver a customer a 10-day notice
24 prior to disconnection. So we are in compliance with
25 what I believe is the intent of the rule in providing

1 a customer a minimum of 24 days to pay their bill
2 before they're disconnected.

3 BY MS. BOJKO:

4 Q. I understand that response. I'm just
5 trying to ask -- to do as an example and ask if you
6 believe -- so I think what you're saying the answer
7 to my question is no, that you don't believe Duke
8 needs to add an additional 10 days to November 2nd if
9 November 2nd is the date of disconnection that
10 appears on the 14-day notice; is that correct?

11 MR. McMAHON: Objection. Asked and
12 answered.

13 MS. BOJKO: He hasn't answered it, sir.

14 MR. McMAHON: He hasn't answered it as
15 you apparently want him to answer it, but he has
16 answered --

17 MS. BOJKO: No, I don't --

18 MR. McMAHON: -- the question several
19 times.

20 MS. BOJKO: The answer is yes or no. He
21 can answer yes or no. He just hasn't answered it.

22 THE WITNESS: I believe that Duke Energy
23 puts the earliest date the customer can be
24 disconnected on their bill, and we give the customer
25 a 10-day notice prior to disconnecting, and we are

1 compliant with the intent of the rule.

2 BY MS. BOJKO:

3 Q. Okay. I understand your response. I'm
4 asking if November 2nd appears on the 14-day notice,
5 if that is the date you will disconnect, or if Duke
6 would add 10 days additionally to that November 2nd
7 date?

8 MR. McMAHON: Objection, asked and
9 answered; and objection to the form. He has answered
10 this several times, Counsel.

11 MS. BOJKO: He hasn't.

12 BY MS. BOJKO:

13 Q. Is November 2nd a hard-and-fast date or
14 will it be extended by 10 days? That's all I'm
15 asking.

16 A. The customer would be extended 10 days
17 from the time the final notice was delivered. That
18 is when the 10 days is added.

19 Q. And that would be true regardless of the
20 actual date of disconnection stated on the 14-day
21 notice; is that correct?

22 A. You keep referring to the 14-day notice.
23 Duke calls it a disconnection notice, so there is a
24 date on the disconnection notice, it's the soonest
25 they can be disconnected. Depending on how the final

1 notice would be delivered if we mailed it we would
2 add four days so I -- you know --

3 Q. So just so I'm understanding, Duke calls
4 the 14-day notice a disconnection notice?

5 A. Yes, disconnect bill.

6 Q. Okay. Well, that's -- okay. So you
7 believe that the 14-day notice is the disconnection
8 bill, which is attached as MAC-2?

9 A. Yes.

10 Q. And what do you -- what does Duke call
11 the 10-day notice provided for in the Commission's
12 rule?

13 A. Final disconnection notice.

14 Q. And you believe that's what you have
15 attached as MAC-4?

16 A. Yes.

17 Q. Okay. So if we can look at MAC-2.

18 A. Yes.

19 Q. The due date is October 26th, 2011, up
20 at the top. You do not believe that that constitutes
21 the disconnection date, correct?

22 A. That is correct.

23 Q. Your disconnection date on this bill
24 would be 10-28-2011?

25 A. That is correct.

1 Q. Let's turn to Page 8 of your testimony,
2 please. On Page 8, Line 1 of your testimony, you
3 state that the Commission's Winter Reconnect Order is
4 commonly referred to as the Winter Rule; is that
5 correct?

6 A. That is correct.

7 Q. But then on Page 9, Line 8, you refer to
8 the Winter Rule and Winter Reconnection Order
9 separately. Does this indicate that the Winter Rule
10 and the Winter Reconnect Order are not the same?

11 A. No. What I'm saying is all the winter
12 terminology can be confusing, and I think everybody
13 uses it differently. When a rule -- a reconnect
14 order and the winter heating season I think are
15 generally confusing to people.

16 Q. Okay. So you believe that the Winter
17 Rule is the same thing as the Winter Reconnect Order?

18 A. Yes. In Duke's terminology, yes, we
19 refer to the Winter Rule and the Winter Reconnect
20 Order as the same, yes, that is a true statement.

21 Q. Okay. And when do you believe that the
22 Winter Rule begins?

23 A. Well, I don't know when you're
24 specifically referring to, but it generally begins
25 sometime in mid October.

1 Q. Okay. So what would you call the
2 4901:1-18-06(D)?

3 A. The winter heating season.

4 Q. And I referred to you, but that's Duke's
5 understanding as the company; is that correct?

6 A. Yes.

7 Q. And if you look at Page 10 of your
8 testimony, Lines 18 and 19, you state that Dorothy
9 Easterling and Estill Easterling would have been
10 consumers as defined by the Commission's rules; is
11 that correct?

12 A. Yes.

13 Q. And which Commission regulation are you
14 referring to on Line 19?

15 A. When we talk about the customer of
16 record is the customer who initiated the service is
17 considered the customer, and consumers are people who
18 may live at the premise using the services.

19 Q. You don't have a specific rule citation
20 that you're referencing in that?

21 A. I don't have the rules in front of me.

22 Q. And when you say Estill Easterling,
23 which Estill are you referencing here?

24 A. The son, if you will.

25 Q. And it's your understanding that Dorothy

1 Easterling had been paying the electric and gas bills
2 that were sent to the property since her husband
3 died?

4 A. I have no knowledge who was paying the
5 bill.

6 Q. And do you know whether she was paying a
7 tariffed rate for both gas and electric service since
8 her husband died?

9 A. I do not know.

10 Q. Do you know whether the rate on the
11 bills, the one bill that you've attached as MAC-2,
12 for instance, is a tariffed rate?

13 A. Ma'am, I don't know when the account
14 holder passed away, so I really can't answer that.

15 Q. Okay. Do you know -- do you know
16 whether the rates on MAC-2 are tariffed rates?

17 A. Yes.

18 Q. Let's go to MAC-2 again, please.

19 A. Yes.

20 Q. Let's look at the message in the box, in
21 the middle of the page on Page 1 of MAC-2. Are you
22 there?

23 A. Yes, I am.

24 Q. The last paragraph there states that the
25 customer has the option to retain or have reconnected

1 either gas or electric service. Do you see that?

2 A. Yes, I do.

3 Q. And the next sentence says the customer
4 should contact Duke to discuss this option. Did the
5 Easterlings contact Duke about retaining either gas
6 or electric?

7 A. There's no record in our system that
8 says anybody contacted Duke Energy on this account.

9 Q. So you believe the answer is no,
10 Easterlings did not contact to discuss their option
11 about having one service remain?

12 A. That is correct. I'm saying that nobody
13 called Duke Energy to inquire about this
14 disconnection notice in this timeframe, the
15 Easterlings, their family, their attorney, nobody
16 contacted Duke.

17 Q. And it's your understanding that Duke
18 only disconnected the electric, not the gas; is that
19 correct?

20 A. Based upon what I saw in CMS, yes, the
21 electric was disconnected and the gas was not.

22 Q. Who made the determination to disconnect
23 only the electric service?

24 A. I can't answer that. I can tell you
25 that the orders were created. I can't tell you who

1 made the decision on what services to disconnect.

2 Q. And why was the gas service left on, do
3 you know?

4 A. I do not know.

5 Q. Do you know whether the Easterlings used
6 gas for heating?

7 MR. McMAHON: Her question is do you
8 know.

9 THE WITNESS: I do not know.

10 MS. BOJKO: If you could give me just
11 one moment to look through my notes, I think I'm
12 almost completed.

13 THE WITNESS: Okay.

14 (Pause.)

15 (Discussion held off the record.)

16 MS. BOJKO: Thank you. We're discussing
17 confidentiality and going into a confidential
18 session. I have a few questions on the confidential
19 portion -- or what Duke Ohio believes to be
20 confidential. We don't believe they are
21 confidential.

22 But in order to honor Duke's request, I
23 guess we should see if Mr. Lane first has questions
24 for the public session as we typically do, Amy, and
25 then go into a confidential discussion with just a

1 select portion of the depo marked as confidential.

2 MR. McMAHON: I think that would be more
3 efficient.

4 MS. BOJKO: Okay.

5 - - -

6 EXAMINATION

7 BY MR. LANE:

8 Q. Okay. So I do have a couple of
9 follow-up questions in that case. I didn't put my
10 appearance on because I was late to the conference
11 call. So I am Donald Lane of the law firm of
12 Droder & Miller in Cincinnati, and I represent the
13 Complainant, Jeffrey Pitzer.

14 I'd like the witness to refer to Page 5
15 of his testimony, Line 1. Are you there?

16 A. I am here, yes.

17 Q. Okay. Are you at that point in your
18 testimony?

19 MR. McMAHON: Yes.

20 BY MR. LANE:

21 Q. Okay. So it is your testimony that if
22 someone pays utility bills and Duke collects the
23 money for a long period of time, that that person is
24 not considered a customer and has not formed a
25 contract with Duke if their name does not appear on

1 the bill?

2 MR. McMAHON: Objection to form. Are
3 you asking if someone pays a bill for that same
4 person or for someone else?

5 MR. LANE: No. I think my question's
6 pretty clear, and I'd like the court reporter to read
7 it back.

8 (Record read back as requested.)

9 MR. McMAHON: Objection to form.

10 BY MR. LANE:

11 Q. You can answer.

12 A. We don't know who pays a bill. I have
13 no way of knowing who pays customers' bills. I would
14 suggest whoever called and initiated the service is
15 the customer.

16 Q. Okay. But that was not my question.
17 Here's my question again, and I'll use the
18 hypothetical. If my spouse and I maintain separate
19 bank accounts and the electric service is established
20 in my spouse's name and I pay the bill out of my
21 checking account for the same residence, am I not
22 considered a customer if Duke accepts those payments?

23 A. No. You may live there and be the
24 consumer, but you're not the customer.

25 Q. All right.

1 A. We don't know who you are.

2 Q. Okay. So it's your testimony that Duke
3 does not form a contract with someone when it accepts
4 payments?

5 MR. McMAHON: Objection to form. Go
6 ahead.

7 THE WITNESS: Yes. That's true.

8 BY MR. LANE:

9 Q. That is your testimony?

10 A. That is my understanding, yes.

11 Q. Okay. Next question, let me find what
12 I'm looking for here. Okay. I believe you testified
13 previously that with respect to the final
14 disconnection notice of what we refer to as the
15 10-day notice, that Duke does not have such notices
16 with customers' names on them; is that correct?

17 A. That is correct. Once they're mailed,
18 we do not have the physical notice with the
19 customer's name on it, that is true.

20 Q. Okay. And it's true that you were
21 present at the settlement conference in this case on
22 April 16th of last year; is that correct?

23 MR. McMAHON: Objection. If you're
24 going to start asking questions about anything that
25 transpired during that settlement conference, it's

1 inappropriate.

2 MR. LANE: No. I'm going to ask a
3 question about a document that was provided to us at
4 the settlement conference.

5 MR. McMAHON: Same thing, inappropriate.

6 MR. LANE: And there was no -- you did
7 not indicate that that document was confidential, and
8 actually I'm looking at a copy of it right here. It
9 has no confidential stamp on it.

10 MR. McMAHON: Counsel --

11 MR. LANE: I can ask questions about it.

12 MR. McMAHON: Counsel, anything that
13 transpired during the course of a settlement
14 conference at the PUCO is confidential by law.

15 BY MR. LANE:

16 Q. Okay. Mr. Carmosino, I am sitting here
17 looking at a document that was given to us on April
18 16th that says "Final Disconnection Notice," it says,
19 "For service at occupant or," then it's redacted,
20 then it says, "Department 4, Middletown, Ohio 45042."

21 Now, we're not representing that this
22 has anything to do with the Easterling account, but
23 if it's your testimony that these types of notices do
24 not exist with customer addresses on them, how is it
25 that you provided this notice to us with a customer

1 address in Middletown, Ohio?

2 MR. McMAHON: Counsel, objection to the
3 form; objection to any reference to a document
4 provided to you at a settlement conference; and
5 objection to you asking any questions about a witness
6 about a document that supposedly is in your
7 possession wherever you are located right now, and
8 which is not in front of the witness.

9 MR. LANE: We got it from you, and I'm
10 going to represent to you that we received that
11 document, Mr. Carmosino was at that meeting, and it
12 has the information that I just stated. If you want,
13 I can e-mail it to the reporter and she can show it
14 to the witness.

15 MR. McMAHON: No. We're in the middle
16 of a deposition. We're in the middle of a
17 deposition. If you have an exhibit, it should be
18 present here. He's not going to answer questions
19 about something that's in front of you and which was
20 given to you at a settlement conference.

21 MR. LANE: Are you instructing the
22 witness not to answer?

23 MR. McMAHON: Yes, because you're trying
24 to inquire about something given to you at a
25 settlement conference, and which is not in front of

1 the witness.

2 MR. LANE: It was not marked
3 confidential at the settlement conference.

4 MR. McMAHON: I've already instructed
5 the witness.

6 MR. LANE: It has information on it. It
7 looks exactly the same as what he attached to his
8 testimony with the exception of that address that I
9 just read into the record.

10 MR. McMAHON: Next question.

11 MS. BOJKO: Well, I'm going to -- wait a
12 second, Mr. Lane. I'm going to object. There is no
13 requirement in the rules that the witness has to have
14 a copy of something in front of them; so I'm not
15 going to let that misrepresentation stand on the
16 record.

17 MR. McMAHON: Thanks. Next question.

18 MR. LANE: Okay. Well, if you're
19 instructing him not to answer, I have no further
20 questions.

21 MR. McMAHON: Okay. Counsel, moving
22 into the confidential portion?

23 MS. BOJKO: Yes. At this time we'd like
24 to go into the confidential version of the transcript
25 for the deposition. (Confidential Portion Starts)

1 State of Ohio :
 2 County of : SS:
 3

4 I, Mitchell A. Carmosino, do hereby
 5 certify that I have read the foregoing transcript of
 6 my deposition given on Friday, January 8, 2016; that
 7 together with the correction page attached hereto
 8 noting changes in form or substance, if any, it is
 9 true and correct.

10 _____
 11 Mitchell A. Carmosino

12 I do hereby certify that the foregoing
 13 transcript of the deposition of Mitchell A. Carmosino
 14 was submitted to the witness for reading and signing;
 15 that after he had stated to the undersigned Notary
 16 Public that he had read and examined his deposition,
 17 he signed the same in my presence on the ____ day of
 18 _____, 2016.

19 _____
 20 Notary Public

21 My commission expires _____, _____.
 22 - - -

1 CERTIFICATE

2 State of Ohio :
3 County of Muskingum : SS:

4 I, Carolyn D. Ross, Registered
5 Professional Reporter and Notary Public in and for
6 the State of Ohio, duly commissioned and qualified,
7 certify that the within named Mitchell A. Carmosino
8 was by me duly sworn to testify to the whole truth in
9 the cause aforesaid; that the testimony was taken
10 down by me in stenotype in the presence of said
11 witness, afterwards transcribed upon a computer; that
12 the foregoing is a true and correct transcript of the
13 testimony given by said witness taken at the time and
14 place in the foregoing caption specified and
15 completed without adjournment.

16 I certify that I am not a relative,
17 employee, or attorney of any of the parties hereto,
18 or of any attorney or counsel employed by the
19 parties, or financially interested in the action.

20 IN WITNESS WHEREOF, I have hereunto set
21 my hand and affixed my seal of office at Columbus,
22 Ohio, on this 11th day of January, 2016.

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Carolyn D. Ross,
Registered Professional
Reporter and Notary
Public in and for the
State of Ohio.

My commission expires April 3, 2019.

(CDR-79985)

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BEFORE

THE PUBLIC UTILITIES COMMISSION OF OHIO

Jeffrey Pitzer, Personal Representative of)
Dorothy Easterling and Estill Easterling,)

Complainant,)

Case No. 15-298-GE-CSS

v.)

Duke Energy Ohio, Inc.)

Respondent.)

PUBLIC VERSION

MITCHELL A. CARMOSINO-DIRECT TESTIMONY

ON BEHALF OF

DUKE ENERGY OHIO, INC.

December 30, 2015



TABLE OF CONTENTS

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II. DISCUSSION	2
III. CONCLUSION	18

ATTACHMENTS:

MAC-1: Monthly bill for Account No. 0120-0420-20-5 prepared September 2, 2011

MAC-2: Monthly bill for Account No. 0120-0420-20-5 prepared October 4, 2011

MAC-3: Duke Pink Ohio Residential Disconnection Notice MAR-DOHR-W 10/11

MAC-4: Final Disconnection Notice M13-49-W-R47

MAC-5: Monthly bill for Account No. 0120-0420-20-5 prepared August 4, 2011

MAC-6: CMS Records

I. INTRODUCTION

1 **Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**

2 A. My name is Mitchell A. Carmosino and my business address is 139 East Fourth Street,
3 Cincinnati, Ohio 45202.

4 **Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?**

5 A. I am employed by Duke Energy Business Services LLC (DEBS), as Manager, Residential
6 Accounts, Receivable Operations. DEBS provides various administrative and other
7 services to Duke Energy Ohio, Inc., (Duke Energy Ohio or Company) and other affiliated
8 companies of Duke Energy Corporation.

9 **Q. PLEASE BRIEFLY DESCRIBE YOUR EDUCATION AND PROFESSIONAL**
10 **EXPERIENCE.**

11 A. I have taken a number of post-secondary or college-level courses at both the University
12 of Cincinnati and Cincinnati State, including business management classes.

13 I have spent the last twenty-six years with Duke Energy Ohio and its predecessor
14 or affiliated companies in positions of increasing authority related to residential utility
15 service billing and related matters. The more relevant positions in which I have served
16 the Company and its affiliates began in 2007. At that time, I became an Application
17 Business Support Analyst II. In this role, I worked closely with various information
18 technology used by the Company, and affiliates in the Midwest, and the billing and
19 customer account (CMS) software system used in that area. In 2010, I became a Senior
20 Business Operations Analyst in the Accounts Receivable System and Processes
21 Department. I was then promoted, in 2012, to Supervisor of Accounts Receivable Metric
22 and Regulatory Reporting and Accounts Receivable, Ohio Operations. In that role, I

1 managed more than twenty employees and served as the Company's accounts receivable
2 liaison with the Staff of the Public Utilities Commission of Ohio (Commission), among
3 other capacities. Most recently, in late 2015, I assumed the role of Manager, Accounts
4 Receivable Residential Operations. As such, I am responsible for managing the accounts
5 receivable operations of the Company, and its affiliates in the Midwest, which
6 necessarily includes residential customer accounts.

7 **Q. HAVE YOU PREVIOUSLY TESTIFIED BEFORE THE COMMISSION?**

8 A. Yes, I have submitted written testimony to the Commission, but I have not provided live
9 testimony.

10 **Q. WHAT IS THE PURPOSE OF YOUR DIRECT TESTIMONY IN THIS**
11 **PROCEEDING?**

12 A. The purpose of my direct testimony is to explain the Company's policies and practices, as
13 they existed in 2011, for disconnecting residential customers for nonpayment of their
14 utility bills. I will also explain how Duke Energy Ohio complied with all applicable rules
15 and regulations with respect to the disconnection of the electric service for nonpayment
16 to the account in the name of Estill Easterling at 11312 Orchard Street, Cincinnati, Ohio
17 (the Property) on November 4, 2011.

18 **II. DISCUSSION**

19 **Q. IN THE VARIOUS POSITIONS THAT YOU HAVE HELD IN THE AREA OF**
20 **CUSTOMER AND REVENUE SERVICES, ARE YOU FAMILIAR WITH THE**
21 **COMMISSION'S REGULATIONS CONCERNING DISCONNECTIONS FOR**
22 **NONPAYMENT?**

1 A. Yes. I am familiar with those regulations as they determine Duke Energy Ohio's practices
2 and procedures with regard to disconnections. Indeed, in my position and in order to
3 perform my daily functions in respect of utility billing and related practices, I must know
4 and understand the application of the Commission's regulations.

5 **Q. IS A PUBLIC UTILITY, SUCH AS DUKE ENERGY OHIO, PERMITTED TO**
6 **DISCONNECT A RESIDENTIAL CUSTOMER'S SERVICE BECAUSE OF**
7 **NONPAYMENT?**

8 A. Yes. Although there are certain requirements for doing so, which I discuss later in my
9 testimony, a utility company is authorized to disconnect service for nonpayment of
10 regulated services.

11 **Q. WHEN IS A RESIDENTIAL ACCOUNT ELIGIBLE FOR DISCONNECTION**
12 **FOR NONPAYMENT?**

13 A. The account must be delinquent, as defined under Commission regulation. Pursuant to
14 O.A.C. 4901:1-18-04, an account is considered delinquent when the "customer has not
15 made full payment or arrangements for payment by the due date, for any given bill
16 containing a previous balance for regulated services provided by the utility company." It
17 must be remembered that utility services are billed after the services have been consumed
18 and payment is due no earlier than twenty-one days after the date of postmark. So, in
19 paying on their due date, a customer is paying almost sixty days after the utility service
20 has been consumed. A customer who has not paid their bill, in full, or otherwise made
21 payment arrangements by the due date is subject to disconnection procedures, as
22 authorized under Commission regulation.

1 Q. IN 2011, DID DUKE ENERGY OHIO CONSIDER EVERY RESIDENTIAL
2 ACCOUNT FOR WHICH FULL PAYMENT HAS NOT BEEN RECEIVED BY
3 THE DUE DATE DELINQUENT SUCH THAT IT WAS SUBJECT TO
4 DISCONNECTION?

5 A. No. Although the Commission's regulations permitted the Company to do so, it did not.
6 Rather, for those customers with arrears, the arrears on the account needed [REDACTED]
7 [REDACTED] before a residential customer's account would be subject to the
8 Company's disconnection procedures.

9 Q. YOU HAVE REFERENCED "CUSTOMER" IN YOUR TESTIMONY. IS THAT A
10 DEFINED TERM UNDER COMMISSION REGULATION AND, IF SO, IS THE
11 TERM RELEVANT TO YOUR RESPONSIBILITIES FOR DUKE ENERGY
12 OHIO?

13 A. Yes. The Commission's regulations regarding disconnection identify those circumstances
14 in which a residential customer's service may be disconnected and the corresponding
15 rights and obligations of a customer whose service is delinquent and, as a result, subject
16 to disconnection. The definition of a customer is one that I must understand for purposes
17 of fulfilling my responsibilities for Duke Energy Ohio and adhering to these Commission
18 regulations.

19 Q. HOW IS A "CUSTOMER" DEFINED FOR PURPOSES OF THE
20 COMMISSION'S REQUIREMENTS FOR DISCONNECTION FOR
21 NONPAYMENT?

1 A. As defined in the version of O.A.C. 4901:1-18-01 in effect in 2011, a “customer” means
2 any person who enters into an agreement, whether by contract or under a tariff, to
3 purchase electric, gas, or natural gas utility service.”

4 **Q. UNDER COMMISSION REGULATION, IS A CUSTOMER DIFFERENT THAN**
5 **A CONSUMER?**

6 A. Yes. Again, referring to the Commission regulation in effect in 2011, a “consumer”
7 means any person who is an ultimate user of electric, gas, or natural gas utility service.”

8 **Q. PLEASE DISCUSS THE INITIATION OF A RESIDENTIAL DISCONNECTION**
9 **FOR NONPAYMENT BETWEEN AUGUST 4, 2011, AND NOVEMBER 4, 2011,**
10 **THE DATES RELEVANT TO THIS PROCEEDING.**

11 A. In order to discuss these procedures, it is important to first distinguish between different
12 time periods given that requirements were not uniform throughout the year. The
13 Commission’s regulations, in 2011, defined the winter heating season as “the time period
14 from November first through April fifteenth.” The Commission also adopted its Winter
15 Reconnect Order, issued in Case No. 11-4913-GE-UNC (2011 Winter Reconnect Order).
16 The 2011 Winter Reconnect Order, applied to the period between October 17, 2011, and
17 April 13, 2012.

18 As I previously mentioned, Duke Energy Ohio is permitted, under Commission
19 regulation, to disconnect a residential customer for nonpayment when that customer’s
20 utility account is delinquent. The Company, however, did not [REDACTED]
21 [REDACTED]. Rather, if the account [REDACTED]
22 [REDACTED], it would be eligible for disconnection. Additionally, as noted on
23 the utility bill prepared for Estill Easterling on September 2, 2011, the Company may first

1 send a "Reminder Notice" to the customer, reminding them that their utility bill was past
2 due. A copy of the utility bill prepared for Mr. Easterling on September 2, 2011, is
3 attached hereto as Attachment MAC-1. The Reminder Notice would be sent to customers
4 who, as of that date, [REDACTED] with the Company, for purposes of
5 prompting payment and avoiding a possible disconnection.

6 **Q. IF PAYMENT IS NOT MADE ON THE ACCOUNT FOLLOWING THE**
7 **INCLUSION OF A REMINDER NOTICE ON THE UTILITY BILL, WHAT**
8 **WOULD HAVE NEXT OCCURRED BACK IN 2011?**

9 A. If the utility account was still delinquent, the next utility bill mailed to the customer
10 would include conspicuous language of the possibility of disconnection. The notice of
11 potential disconnection for nonpayment is prominently reflected within the body of the
12 customer's monthly bill. The Company would also include, with that bill, a pink bill
13 insert entitled "Ohio Residential Disconnection Notice." This bill insert provided
14 additional information in respect of possible disconnection. Attached hereto as
15 Attachment MAC-2 is a copy of the utility bill mailed to Estill Easterling at 11312
16 Orchard Street, Cincinnati, Ohio, on October 4, 2011. Attachment MAC-3 is the pink bill
17 insert that was included with the utility bill mailed on October 4. Although I discuss these
18 documents in greater detail later in my testimony, I wanted to note them here for
19 illustrative purposes as they reflect the first, and perhaps only, notice of disconnection
20 provided by Duke Energy Ohio in 2011, pursuant to O.A.C. 4901:1-18-06(A).

21 **Q. YOU HAVE MENTIONED THE POTENTIAL FOR SUBSEQUENT NOTICES**
22 **TO BE PROVIDED. PLEASE IDENTIFY THE CIRCUMSTANCES UNDER**

1 **WHICH A SECOND NOTICE OF DISCONNECTION WOULD BE PROVIDED**
2 **TO A CUSTOMER.**

3 A. During the winter heating season, as defined under Commission regulation, if payment or
4 payment arrangements were not made to prevent disconnection, a second notice is to be
5 provided to the customer. This notice, which the Commission allowed in 2011 to be made
6 in 2011 via telephone, hand delivery, or regular mail, may be referred to as the ten-day
7 notice. It was Duke Energy Ohio's practice in 2011 to refer to this notice as a Final
8 Disconnection Notice and to send that notice by regular mail. Attached hereto as
9 Attachment MAC-4 is a copy of the form Final Disconnection Notice that was mailed to
10 Estill Easterling at 11312 Orchard Street, Cincinnati, Ohio on October 19, 2011. Again, I
11 discuss this notice in greater detail below but identify this attachment as illustrating the
12 content of the ten-day notice provided by Duke Energy Ohio in 2011.

13 **Q. ATTACHMENT MAC-3 (THE PINK "OHIO RESIDENTIAL DISCONNECTION**
14 **NOTICE") AND ATTACHMENT MAC-4 (FINAL DISCONNECTION NOTICE)**
15 **BOTH REFERENCE PAYMENT PLANS. PLEASE DESCRIBE DUKE ENERGY**
16 **OHIO'S PROCESS IN 2011 FOR PROVIDING CUSTOMERS THE OPTION TO**
17 **MAKE PAYMENT PLANS.**

18 A. The Company complied with the Commission's regulations as set forth in O.A.C.
19 4901:1-18-05 and 4901:1-18-06(A)(5)(g). The pink bill insert entitled "Ohio Residential
20 Disconnection Notice" (Attachment MAC-3) provides detailed information to customers
21 with respect to various payment plans and payment options available to residential
22 customers in Ohio. Attachment MAC-3 also contains information about the

1 Commission's Winter Reconnect Order, which is commonly referred to as the Winter
2 Rule.

3 With respect to O.A.C. 4901:1-18-05, it is important to note that the rule is only
4 triggered "[u]pon contact by a customer whose account is delinquent or who desires to
5 avoid a delinquency." Delinquent customers must contact Duke Energy Ohio; the
6 Company is not obligated, under Commission regulation, to initiate the contact. In
7 addition, all payment plans must be agreed to by Duke Energy Ohio and the customer.
8 That necessarily includes the one-third payment plans under O.A.C. 4901:1-18-05(B)(3)
9 entitled "Winter heating season plan." If a delinquent customer contacts the Company
10 from November 1 through April 15 of the following year in connection with any unpaid
11 gas and/or electric usage, Duke Energy Ohio will offer the one-third payment plan
12 required by that rule. However, residential customers do not automatically get put on any
13 payment plan – including the one-third "Winter heating season plan" – simply by making
14 a partial payment at any time and without actually contacting the Company.

15 With respect to O.A.C. 4901:1-18-06(A)(5)(g), the Company explains appropriate
16 options for payments including the Percentage of Income Payment Plan for income-
17 eligible customers, as well as the one-third payment plan for bills including usage during
18 the winter heating season (as noted above) and the one-sixth and one-ninth payment plans
19 that customers may chose at any time during the year. Finally, the Company also informs
20 customers that it will make reasonable extensions of time or other extended payment
21 plans on terms agreeable to both the customer and the utility, as required by O.A.C.
22 4901:1-18.

1 Q. IN 2011, DID DUKE ENERGY OHIO PROVIDE THE TEN-DAY NOTICE
2 BEGINNING NOVEMBER 1, 2011, FOR THOSE DELINQUENT ACCOUNTS,
3 ELIGIBLE FOR DISCONNECTION, FOR WHICH FULL PAYMENT OR
4 PAYMENT ARRANGEMENTS HAD NOT BEEN MADE?

5 A. Yes. The Company started providing this notice beginning October 3, 2011, prior to the
6 start of the winter heating season, as defined under Commission regulation. This was
7 done in order to avoid customer confusion and ensure compliance with the rule. Indeed,
8 references to the winter heating season, the Winter Rule, and the Winter Reconnect Order
9 can be confusing to the average customer. In an effort to reduce or eliminate confusion
10 that could arise from the successive receipt of different pieces of information and to
11 ensure customers would have been timely informed of the options available to them,
12 including those under the Winter Reconnect Order, the Company provided the notice
13 prior to November 1.

14 Q. HOW DID THE COMPANY SELECT OCTOBER 3, 2011, AS THE DATE ON
15 WHICH TO BEGIN MAILING THE TEN-DAY NOTICE, AS REQUIRED
16 DURING THE WINTER HEATING SEASON, AS DEFINED BY COMMISSION
17 REGULATION?

18 A. The winter heating season, as defined by Commission regulation, began on November 1,
19 2011. The Company, therefore, provided the ten-day notice in connection with any
20 residential account for which a disconnection for nonpayment order could have been
21 worked beginning November 1. That enabled the Company to assure that all customers
22 eligible for disconnection as of November 1 received a Final Disconnection Notice. If an
23 order could first be worked on November 1, it would have been introduced into the work

1 queue the day prior, or October 31. Considering the length of the notice, the addition of
2 three calendar days for mail (as required by the Commission), and the addition of another
3 day for mail (as determined by Company practice), Duke Energy Ohio started mailing
4 ten-day notices as of October 3, 2011.

5 **Q. HOW WAS THE TEN-DAY NOTICE PROVIDED IN 2011?**

6 A. Duke Energy Ohio mailed the Final Disconnection Notice to the customer at the service
7 address on the account and to any third parties that the customer placed on the account.

8 **Q. YOU HAVE TALKED GENERALLY ABOUT THE PROCESS FOR PROVIDING**
9 **NOTICE TO CUSTOMERS THAT THEIR ACCOUNT IS SUBJECT, IN THE**
10 **FUTURE, TO DISCONNECTION FOR NONPAYMENT. TURNING TO THE**
11 **ACCOUNT AT ISSUE IN THIS PROCEEDING, WHO WAS THE CUSTOMER?**

12 A. The Company's records reflect that gas and electric service was in the name of Estill
13 Easterling at the Property on 11312 Orchard Street, Cincinnati, Ohio 45241. That
14 account was assigned Account No. 0120-0420-20-5 (the Account). Therefore, Estill
15 Easterling was the Company's customer on this Account. After this complaint was filed, I
16 learned that Mr. Easterling was married to Dorothy Easterling and that he passed several
17 years ago. Other people who lived at the same Property and used the utility services
18 provide by the Company, such as decedents Dorothy Easterling and Estill Easterling,
19 would have been "consumers," as defined by Commission regulation.

20 **Q. WAS THE COMPANY EVER CONTACTED BY DOROTHY EASTERLING TO**
21 **TRANSFER THE UTILITY SERVICE AND BILL INTO HER NAME?**

22 A. No. I am not aware of any Duke Energy Ohio record indicating that Dorothy Easterling
23 or anyone acting on her behalf contacted the Company for that purpose. Had that request

1 been made, we would have followed the procedures for establishing a new account in
2 Mrs. Easterling's name.

3 **Q. DID THE ACCOUNT IN THE NAME OF MR. EASTERLING BECOME**
4 **DELINQUENT AND THUS ELIGIBLE FOR DISCONNECTION?**

5 A. Yes. On August 4, 2011, Duke Energy Ohio prepared and mailed to Estill Easterling a
6 bill in the amount of \$143.49 for the gas and electric services used from July 5, 2011,
7 through August 3, 2011. A copy of that bill is attached hereto as Attachment MAC-5.
8 The Company's records for this Account reflect that no payment was made in response to
9 that bill prior to the due date of August 26, 2011, or before the date of the next bill.

10 When Duke Energy Ohio prepared and mailed that bill on September 2, 2011, the
11 total amount owed on the Account was \$248.82. That included the unpaid charges of
12 \$143.49 from the prior bill, a late payment charge of \$2.15, and the current usage of gas
13 and electric on the Account from August 3, 2011, through September 1, 2011. A copy of
14 that bill is attached hereto as Attachment MAC-1.

15 **Q. DID THE SEPTEMBER 2011 BILL ON THIS ACCOUNT HAVE A**
16 **DISCONNECTION NOTICE?**

17 A. No. As I previously explained, because this Account [REDACTED]
18 [REDACTED] Duke Energy Ohio provided this customer with a
19 "Reminder Notice" on the September 2011 bill instead of a "Disconnection Notice."

20 **Q. DID THE STATUS OF THIS ACCOUNT CHANGE?**

21 A. Yes. As with the prior month, the Company's records for this Account reflect that no
22 payment was made prior to the due date of September 27, 2011, or before the date of the
23 next bill. Therefore, when Duke Energy Ohio prepared and mailed the next bill on

1 October 4, 2011, the total amount owed on the Account had increased to \$373.06. That
2 included the unpaid charges of \$248.82 from the prior bill, a late payment charge of
3 \$3.73, and the current usage of gas and electric on the Account from September 1, 2011,
4 through October 3, 2011. Again, a copy of that bill is attached hereto as Attachment
5 MAC-2.

6 The top of the first page of that bill reads "Disconnect Notice." In the middle of
7 the first page of the that bill is a distinct box that provides: "IMPORTANT: Your
8 service may be disconnected if your past due amount of \$248.82 is not paid before
9 10/28/2011." That box also contains additional information about reconnection charges,
10 security deposit, payment arrangements, and the customer's ability to retain gas or
11 electric service on the Account.

12 In addition, the Company's policy and practice in 2011 was to include the pink
13 bill insert attached hereto as Attachment MAC-2 and entitled "Ohio Residential
14 Disconnection Notice" with every bill to a residential customer in Ohio whose gas and/or
15 electric service was subject to disconnection for nonpayment. As Duke Energy Ohio
16 witness Melissa Porter explains, the Company's records indicate that Duke Energy Ohio
17 inserted, with the October 2011 bill, the pink bill insert attached hereto as Attachment
18 MAC-2. Again, that bill insert provides detailed information about, among other things,
19 a customer's ability to avoid disconnection, restore service, all required extended
20 payment plans, payment options, and the customer's rights under the Winter Rule, or the
21 Commission's 2011 Winter Reconnect Order.

22 **Q. DID DUKE ENERGY OHIO RECEIVE THE PAYMENT OF \$248.82, WHICH**
23 **WAS REQUIRED TO AVOID DISCONNECTION?**

1 A. No. The Company's records for this Account reflect that a *partial* payment of only
2 \$143.49 was applied on October 12, 2011. Duke Energy Ohio did not receive any
3 additional payments on this Account during October or the first several weeks of
4 November 2011. Attached hereto as Attachment MAC-6 is information accessed through
5 the CMS system on this Account [REDACTED]
6 between August 2, 2011, and November 4, 2011.

7 **Q. DID THE PAYMENT OF \$143.49 CONSTITUTE A ONE-THIRD PAYMENT**
8 **PLAN UNDER O.A.C. 4901:1-1-18-05(B)(3)?**

9 A. No. This payment was made before the winter heating season for 2011 commenced and
10 O.A.C. 4901:1-1-18-05(B)(3) requires the one-third payment plan to be offered *during*
11 the winter heating season for bills that contain usage from November first to April
12 fifteenth.

13 **Q. DID ANYONE CONTACT DUKE ENERGY OHIO ABOUT PAYMENT PLAN**
14 **OPTIONS FOR THE ACCOUNT AFTER DUKE ENERGY SENT THE**
15 **OCTOBER 2011 BILL WITH THE DISCONNECTION NOTICE AND BILL**
16 **INSERT?**

17 A. No. Although Duke Energy Ohio had provided information about the availability of
18 payment plans through the disconnection notice and bill insert, no one contacted the
19 Company in October 2011 about the disconnection of the Account or available payment
20 plans.

21 **Q. HAD SOMEONE CONTACTED DUKE ENERGY OHIO IN 2011 ABOUT THE**
22 **POTENTIAL DISCONNECTION OF THE ACCOUNT OR AVAILABLE**
23 **PAYMENT PLANS, WOULD THE CMS SYSTEM REFLECT SUCH CONTACT?**

1 A. Yes. The CMS system reflects activity on the Account, including any contact with the
2 Company about the Account and potential or actual disconnection of service. Thus, had
3 someone contacted the Company about a potential disconnection of service to this
4 Account, an account note would have been entered into the CMS system. Also, had a
5 payment plan been entered into, the CMS system would have identified that fact as well
6 as the key terms of the payment plan. Depending on when a payment plan would have
7 been agreed to, there either would have been no need for a disconnect-for-nonpayment
8 order to be created or that order would have been canceled. Attached hereto as
9 Attachment MAC-6 is a CMS record on the Account reflecting that [REDACTED]
10 [REDACTED]
11 [REDACTED] by the customer or on his behalf.

12 **Q. BECAUSE THE AMOUNT NEEDED TO AVOID DISCONNECTION HAD NOT**
13 **BEEN PAID, DID THE COMPANY PROVIDE THE TEN-DAY, OR FINAL**
14 **DISCONNECTION, NOTICE THAT YOU PREVIOUSLY DISCUSSED?**

15 A. Yes. According to Company records, the Final Disconnection Notice was mailed to the
16 Property on October 19, 2011. As previously mentioned, a copy of the notice that Duke
17 Energy Ohio used in October 2011 is attached hereto as Attachment MAC-4. The actual
18 notice mailed to Property would have been dated October 23, 2011, because the system
19 was set up to add one additional day on top of the three calendar days for mail (as
20 required by the Commission), Attachment MAC-6 confirms the mailing of the notice:
21 the first page identifies October 19, 2011, as the date on which the "Final DNP Notice—
22 Completion" took place; and the second page identifies both the "Date Entered" of
23 October 19 and the "Status Date" of October 23, 2011. This notice provided information

1 about payment plans and options, as well as the 2011 Winter Reconnect Order. It also
2 provided contact information for the Company, the Commission, the Office of the Ohio
3 Consumers' Counsel, and social service agencies.

4 **Q. DID ANYONE CONTACT DUKE ENERGY OHIO BETWEEN OCTOBER 19**
5 **AND NOVEMBER 4, 2011, IN CONNECTION WITH THIS ACCOUNT?**

6 A. No.

7 **Q. WHAT DOES THAT MEAN?**

8 A. For one, it means that the Account remained in disconnect status because the past due
9 amount had not been paid. In addition, because Duke Energy Ohio's records for this
10 Account do not reflect that anyone had contacted the Company, it was not possible for
11 this Account to be put on an available payment plan. Again, no one – not the named
12 customer of record, Dorothy Easterling, or any family member or attorney acting on any
13 of their behalves – contacted Duke Energy Ohio at any time during late October or early
14 November 2011 to discuss the delinquent Account, available payment plans, or payment
15 options. In fact, no one contacted the Company during September 2011, either, even
16 though the September 2011 bill included a "Reminder Notice," as I previously explained.

17 **Q. YOU HAVE PREVIOUSLY DISCUSSED THE NOTIFICATION PROVIDED TO**
18 **THE CUSTOMER PRIOR TO THE ACTUAL DATE OF DISCONNECTION. IS**
19 **THE DATE OF DISCONNECTION FOR THE ACCOUNT AT ISSUE IN THIS**
20 **CASE IDENTIFIED IN THE COMPANY'S SYSTEM AND, IF SO, HOW?**

21 A. Because neither the required payment had been paid nor a payment arrangement entered
22 into, the system would have processed a disconnect-for-nonpayment order fourteen days
23 after October 19, 2011, the date on which the Final Disconnection Notice was mailed,

1 with such order issued the following day. As reflected on MAC-6, the disconnect-for-
2 nonpayment order was issued in the system on November 3, 2011, and assigned to the
3 field on November 4, 2011.

4 **Q. WAS THE ELECTRIC SERVICE DISCONNECTED AT THE PROPERTY ON**
5 **NOVEMBER 4, 2011?**

6 A. Yes. As indicated in the account notes, Duke Energy Ohio witness Joshua Danzinger
7 completed the disconnection of the electric service on November 4, 2011. Mr. Danzinger
8 discusses the steps he would have taken in disconnecting the electric service, including
9 the notice he provided, a copy of which is attached to his testimony as JAD-1.

10 **Q. DID ANYONE CONTACT DUKE ENERGY OHIO BETWEEN NOVEMBER 4**
11 **AND NOVEMBER 20, 2011, IN CONNECTION WITH THIS ACCOUNT?**

12 A. No. Again, I am not aware of any Duke Energy Ohio record indicating that Dorothy
13 Easterling or anyone acting on her behalf or on behalf of anyone else living at the
14 Property contacted Duke Energy Ohio about the Account. In fact, the first contact about
15 service to this Account did not happen until November 20, 2011, which was when a call
16 came in from first responders.

17 **Q. WHAT DOES THAT MEAN?**

18 A. The electric service remained disconnected for nonpayment. In addition, similar to
19 before, because Duke Energy Ohio's records for this Account do not reflect that anyone
20 contacted the Company, it was not possible for this Account to be put on an available
21 payment plan or for electric service to be restored to this Account. Had Dorothy
22 Easterling or another family member or authorized person contacted Duke Energy Ohio
23 after the electric service was disconnected, the Company would have further explained

1 the information necessary to restore the electric service, as well as all required extended
2 payment plans, payment options, and the customer's rights under the Winter Rule, or the
3 Commission's 2011 Winter Reconnect Order. However, Duke Energy Ohio did not get a
4 chance to provide that information an additional time because no one contacted the
5 Company.

6 **Q. BASED ON YOUR KNOWLEDGE AND EXPERIENCE WORKING FOR DUKE**
7 **ENERGY OHIO, INCLUDING YOUR REVIEW OF DOCUMENTS AND**
8 **INFORMATION RELATING TO THE COMPANY'S RECORDS FOR THE**
9 **ACCOUNT IN THE NAME OF ESTILL EASTERLING AT 11312 ORCHARD**
10 **STREET, CINCINNATI, OHIO. PLEASE SUMMARIZE YOUR OPINION**
11 **REGARDING THE COMPLAINANT'S CLAIMS AGAINST THE COMPANY.**

12 **A.** Duke Energy Ohio fully complied with the Commission's regulations and the 2011
13 Winter Reconnect Order when it disconnected the electric service to the Account on
14 November 4, 2011. Between the disconnect notice on the October 2011 bill and the pink
15 bill insert, the Company provided timely, written notice that the Account services were
16 subject to disconnection for nonpayment, as well as notice of payment plans and payment
17 options available to residential customers in Ohio. The Company subsequently mailed
18 the required ten-day notice to the Property on October 19, 2011. Finally, as Company
19 witness Joshua W. Danzinger testified, on the day the electric service was disconnected,
20 Duke Energy Ohio provided written notice to the customer and consumers living at the
21 Property about, among other things, restoring service, available payment plans and
22 payment options, and the 2011 Winter Reconnect Order.

III. CONCLUSION

1 **Q. DOES THIS CONCLUDE YOUR PRE-FILED DIRECT TESTIMONY?**

2 **A. Yes.**

REMINDER NOTICE

Due Date	Amount Due
Sep 27, 2011	\$ 248.82

Account Number 0120-0420-20-5 10 02

For less detailed billing information on
your monthly bill, check box on right

☐

\$ _____ \$ _____
HeatShare Contribution Amount Enclosed
(for Customer Assistance)

Estill Easterling
11312 Orchard St
Cincinnati OH 45241-1915

PO Box 1326
Charlotte NC 28201-1326

400 00000248827 01200420205 092720110 00000252557

REMINDER NOTICE

Page 1 of 2

Name / Service Address	For Inquiries Call	Account Number
Estill Easterling 11312 Orchard Cincinnati OH 45241	Duke Energy 513-421-9500	0120-0420-20-5

Mail Payments To	Account Information
PO Box 1326 Charlotte NC 28201-1326	Payments after Sep 02 not included Bill prepared on Sep 02, 2011 Next meter reading Oct 03, 2011

REMINDER - Did you overlook paying last month's bill? Unless you paid your bill recently, please give this your prompt attention.

Meter	Number	Reading From	Date To	Days	Meter Reading Previous	Present	Usage
Gas	000999214	Aug 03	Sep 01	29	1267	1273	6
Elec	106188883	Aug 03	Sep 01	29	2650	3136	486

Gas - Residential	
Usage -	6 CCF
Duke Energy - Rate RS	\$ 36.85
Current Gas Charges	\$ 36.85
Gas Cost Recovery \$0.59692900/CCF	

Current Billing	
Amt Due - Previous Bill	\$ 143.49
Late Payment Charge(s)	2.15
Balance Forward	145.64
Current Gas Charges	36.85
Current Electric Charges	66.33
Current Amount Due	\$ 248.82

Electric - Residential	
Usage -	486 kWh
Duke Energy - Rate RS	\$ 66.33
Current Electric Charges	\$ 66.33

This month's Gas Cost Recovery (GCR) charge for customers purchasing their natural gas from Duke Energy is \$0.5969290 per CCF, which includes a base GCR of \$0.5691000 and Ohio excise tax of \$0.027829.

REMINDER NOTICE

Due Date	Amount Due	After
Sep 27, 2011	\$ 248.82	Sep 27, 2011
		\$ 252.55

REMINDER NOTICE

Page 2 of 2

Name	Service Address	Account Number
Estill Easterling	11312 Orchard Cincinnati OH 45241	0120-0420-20-5

OUR TRAINS ARE CHANGING STATIONS: The Duke Energy Holiday Trains are scheduled for an early arrival this November 5th through December 24th at the Cincinnati History Museum. Look for more details and information on FREE admission - in your October Duke Energy bill.

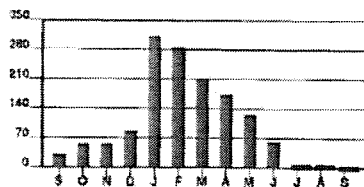
Order your FREE compact fluorescent light bulbs today! Call 1-800-943-7585 and choose option 1, or visit www.duke-energy.com/freecfls1 to see if you are eligible.

PRICE TO COMPARE: In order for an average residential customer to save money, an electric supplier must offer a price lower than 8.87 cents per kWh. Your Price to Compare may be different based on your usage. Visit www.duke-energy.com to calculate your individual Price to Compare or contact Duke Energy for a written explanation.

Explanation of Current Charges			
Gas Meter - 000999214	Duke Energy Rate RS - Residential Service		
CCF Usage - 6	Fixed Delivery Service Charge	\$ 25.33	
Aug 03 - Sep 01 29 Days	Usage-Based Charge		
	6 CCF @ \$ 0.03272800	0.20	
	Gas Delivery Riders	7.74	
	Gas Cost Recovery		
	6 CCF @ \$ 0.59692900	3.58	
			\$ 36.85
	Total Current Gas Charges		\$ 36.85
Electric Meter - 106188883	Duke Energy Rate RS - Residential Svc-Summer		
kWh Usage - 486	Distribution-Customer Chg	\$ 5.50	
Aug 03 - Sep 01 29 Days	Delivery Charges		
	Distribution-Energy Chg		
	486 kWh @ \$ 0.02212600	10.75	
	Delivery Riders	6.57	
	Total Delivery Charges	\$ 17.32	
	Generation Charges		
	Generation Energy Chg		
	486 kWh @ \$ 0.04234500	20.58	
	Rider FPP	15.57	
	Rider AAC	4.34	
	Rider TCR	3.02	
	Total Generation Charges	\$ 43.51	66.33
	Total Current Electric Charges		\$ 66.33

CCF

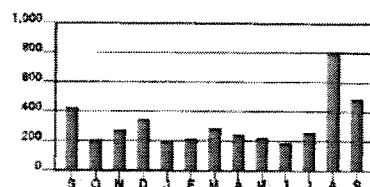
Gas Usage



Calculations based on most recent 12 month history
Total Usage 1,382
Average Usage 115

kWh

Electric Usage



Calculations based on most recent 12 month history
Total Usage 3,725
Average Usage 310

	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
Gas	31	54	59	86	314	284	211	173	123	81	7	9	8
Electric	420	202	278	345	194	212	282	247	224	186	259	906	486

Account Number 0120-0420-20-5 10 02

For less detailed billing information on
your monthly bill, check box on right

☐

DISCONNECT NOTICE

Due Date	Amount Due
Oct 26, 2011	\$ 373.06

\$ _____ \$ _____
HeatShare Contribution Amount Enclosed
(for Customer Assistance)

Estill Easterling
11312 Orchard
Cincinnati OH 45241

PO Box 1327
Charlotte NC 28201-1327

410 00000373060 01200420205 102620119 00000378666

DISCONNECT NOTICE

Page 1 of 3

Customer Name	Service	Phone Number	Account Number
Estill Easterling 11312 Orchard Cincinnati OH 45241	Duke Energy	513-651-5100	0120-0420-20-5

Mail Payments To	Account Information
PO Box 1327 Charlotte NC 28201-1327	Payments after Oct 04 not included Bill prepared on Oct 04, 2011 Next meter reading Nov 01, 2011

If your service is disconnected for non payment, in addition to a reconnection charge, you will be required to pay a deposit in the amount of \$200.00 before service is restored.

IMPORTANT: Your service may be disconnected if your past due amount of \$248.82 is not paid before 10/28/2011. A reconnection charge will be required. In addition, a service deposit may be required; if so, payment arrangements may be available. For questions, please call the number shown above.

You also have the option to retain or have reconnected one of your services, either gas or electric. Please contact us at the number shown above to discuss this option.

Meter	Number	Reading Date			Meter Reading		Usage
		From	To	Days	Previous	Present	
Gas	000999214	Sep 01	Oct 03	32	1273	1340	67
Elec	106188883	Sep 01	Oct 03	32	3136	3418	282

Gas - Residential	
Usage -	67 CCF
Duke Energy - Rate RS	\$ 78.77
Current Gas Charges	\$ 78.77
Gas Cost Recovery \$0.58664980/CCF	

Current Billing	
Amt Due - Previous Bill	\$ 248.82
Late Payment Charge(s)	3.73
Balance Forward	252.55
Current Gas Charges	78.77
Current Electric Charges	41.74
Current Amount Due	\$ 373.06

Electric - Residential	
Usage -	282 kWh
Duke Energy - Rate RS	\$ 41.74
Current Electric Charges	\$ 41.74

DISCONNECT NOTICE

Due Date	Amount Due	Amount Due
Oct 26, 2011	\$ 373.06	\$ 378.66

DISCONNECT NOTICE

Page 2 of 3

Name	Service Address	Account Number
Estill Easterling	11312 Orchard Cincinnati OH 45241	0120-0420-20-5

This month's Gas Cost Recovery (GCR) charge for customers purchasing their natural gas from Duke Energy is \$0.5866498 per CCF, which includes a base GCR of \$0.5593 and Ohio excise tax of \$0.0273498.

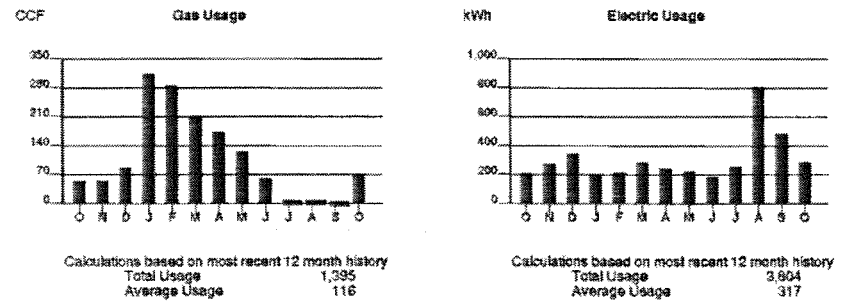
In Case No. 11-4329-EL-RDR, the PUCO approved an adjustment to Rider TCR, Transmission Cost Recovery Rider. The PUCO also approved adjustments to Riders SRT and FPP. A typical residential customer using 1,000 kWh per month will see an increase of approximately \$1.8 or 1.0%.

Order your FREE compact fluorescent light bulbs today! Call 1-800-943-7585 and choose option 1, or visit www.duke-energy.com/freecfl1 to see if you are eligible.

PRICE TO COMPARE: In order for an average residential customer to save money, an electric supplier must offer a price lower than 9.00 cents per kWh. Your Price to Compare may be different based on your usage. Visit www.duke-energy.com to calculate your individual Price to Compare or contact Duke Energy for a written explanation.

Explanation of Current Charges			
Gas		Duke Energy	
Meter - 000999214		Rate RS - Residential Service	
CCF Usage - 67		Fixed Delivery Service Charge	\$ 25.33
Sep 01 - Oct 03		Usage-Based Charge	
32 Days		67 CCF @ \$ 0.03272800	2.19
		Gas Delivery Riders	11.94
		Gas Cost Recovery	
		67 CCF @ \$ 0.58664980	39.31
			\$ 78.77
		Total Current Gas Charges	\$ 78.77
Electric		Duke Energy	
Meter - 106188883		Rate RS - Residential Svc-Winter	
kWh Usage - 282		Distribution-Customer Chg	\$ 5.50
Sep 01 - Oct 03		Delivery Charges	
32 Days		Distribution-Energy Chg	
		282 kWh @ \$ 0.02212600	6.24
		Delivery Riders	4.41
		Total Delivery Charges	\$ 10.65
		Generation Charges	
		Generation Energy Chg	
		282 kWh @ \$ 0.04234500	11.94
		Rider FPP	9.34
		Rider AAC	2.52
		Rider TCR	1.79
		Total Generation Charges	\$ 25.59
			41.74
		Total Current Electric Charges	\$ 41.74

DISCONNECT NOTICE			Page 3 of 3
Name	Service Address	Account Number	
Estill Easterling	11312 Orchard Cincinnati OH 45241	0120-0420-20-5	



	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT
Gas	54	55	88	314	294	211	173	123	81	7	8	6	87
Electric	203	278	343	184	212	282	247	224	189	258	806	438	282

RESTORING SERVICE

If your service has been disconnected you will be required to satisfy all of the following in order to restore service(s):

- Pay the amount displayed on the Disconnection Notice located on your bill or the past due amount of any extended payment plan (including PEP Plus).
- If paying 10 days or more after the disconnection has occurred, the entire past due amount must be paid.
- Pay a reconnection charge (if applicable). Gas: \$17.00; Electric: \$25.00; Both Services: \$38.00.
- Pay a security deposit (if applicable) see "IMPORTANT" message box on the bill to determine if a deposit will be requested.

DISPUTED BILLS

If you dispute the reason for disconnection please contact the Credit Department at the telephone number listed below.

CONTACT INFORMATION**Credit Department**

Available: 7:00 a.m. to 7:00 p.m. Monday-Friday
8:00 a.m. to 1:00 p.m. Saturday

Telephone Numbers: 513-651-5100 or 800-648-7777

If you have a complaint in regard to this disconnection notice that cannot be resolved after you have called Duke Energy or for general utility company information, residential and business customers may contact the Public Utilities Commission of Ohio for assistance at 800-686-7826 (toll free) or for TTY at 800-686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.pucoco.ohio.gov.

Residential customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at 877-742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or visit www.ohioocc.org.

**OHIO RESIDENTIAL
DISCONNECTION NOTICE**

According to our records your account is past due. To maintain your gas and/or electric service(s), please pay the amount noted on the enclosed bill. Please see the "IMPORTANT" message box in the body of the bill for the amount to pay and the date payment needs to be made to avoid disconnection.

Or contact us before the date noted in the message box in the body of the bill to determine if you are eligible for other payment options.

AVOIDING DISCONNECTION

To avoid disconnection it will be necessary to satisfy one of the following options by the date noted on the bill:

- Pay the amount noted on your enclosed bill (see "IMPORTANT" message box in the body of the bill).
- Pay the required amount to set-up a payment plan (applicable to qualified customers only).
- Provide a Medical Certificate (see information on Page 2).

To learn more about how to maintain your gas and/or electric service(s), please review the additional information in this notice and/or contact our Credit Department at 513-651-5100 or 800-648-7777.

Please note: Failure to pay charges for products or services may result in the loss of those products and/or services.

**RESTORING SERVICE**

If your service has been disconnected you will be required to satisfy all of the following in order to restore service(s):

- Pay the amount displayed on the Disconnection Notice located on your bill or the past due amount of any extended payment plan (including PEP Plus).
- If paying 10 days or more after the disconnection has occurred, the entire past due amount must be paid.
- Pay a reconnection charge (if applicable). Gas: \$17.00; Electric: \$25.00; Both Services: \$38.00.
- Pay a security deposit (if applicable) see "IMPORTANT" message box on the bill to determine if a deposit will be requested.

DISPUTED BILLS

If you dispute the reason for disconnection please contact the Credit Department at the telephone number listed below.

CONTACT INFORMATION**Credit Department**

Available: 7:00 a.m. to 7:00 p.m. Monday-Friday
8:00 a.m. to 1:00 p.m. Saturday

Telephone Numbers: 513-651-5100 or 800-648-7777

If you have a complaint in regard to this disconnection notice that cannot be resolved after you have called Duke Energy or for general utility company information, residential and business customers may contact the Public Utilities Commission of Ohio for assistance at 800-686-7826 (toll free) or for TTY at 800-686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.pucoco.ohio.gov.

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Please note: Failure to pay charges for products or services may result in the loss of those products and/or services.



EXTENDED PAYMENT PLANS

Residential customers may request one of the following Extended Payment Plans:

- **Percentage of Income Payment Plan (PIPP Plus)** - The income-based payment plan for income-eligible, residential customers served by regulated electric, gas, and natural gas utility companies.
- **One-Third Plan/Winter Heating Season Plan (WHSP)** - This plan is offered November 1 through April 15. This plan requires the customer to pay one third of the total account balance each month.
- **One-Sixth Plan** - A plan that requires six equal payments on the arrearages in addition to full payment of the current bill.
- **One-Ninth Plan** - A plan that requires nine equal monthly payments on the arrearages in addition to a budget payment plan.
- **Separation of Service** - An extended payment plan to retain either gas or electric service as chosen by the customer.

MEDICAL EMERGENCY

If disconnection of your residential gas and/or electric service would be especially dangerous to the health of a person who lives in your household, you may be able to postpone disconnection with a Medical Certification.

A Medical Certification will prevent disconnection of service for 30 days or rehire service if the Medical Certification form is received within 21 days from the date of disconnection and you enter into an Extended Payment Plan.

You may apply for a Medical Certification by:

- Having a medical professional call our Credit Department.
- Requesting a Medical Certification form be sent to your medical professional.

PAYMENT OPTIONS

Payments can be made by any of the following methods:

- Pay by phone with electronic check or credit card (VISA and MasterCard). Please call 877-596-5068.
- Pay at one of our Pay Stations. Please contact our Credit Department to locate a Pay Station near you, or visit our website at www.duke-energy.com.
- Pay online at www.duke-energy.com.
- If payment is made at the time of the disconnection visit a charge of \$15.00 will be assessed.

ENERGY ASSISTANCE

Residential customers may contact United Way by calling 211 for energy assistance referral information.

WINTER RULE

During the period of October 17, 2011 through April 13, 2012, residential customers can avoid disconnection or have gas and/or electric service restored, on a one time basis, by paying \$175.00 and enrolling in an extended payment plan. If your gas and/or electric service has been disconnected, a reconnection charge (if applicable) must be paid in addition to the \$175.00. A security deposit (if applicable) will be included on your next bill.

PIPP Plus customers using the Winter Rule may be required to pay a co-payment of up to \$50.00 per service.

Please note: Funds from Energy Assistance Programs can be applied toward the \$175.00 Winter Rule payment.

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PAYMENT OPTIONS

Payments can be made by any of the following methods:

- Pay by phone with electronic check or credit card (VISA and MasterCard). Please call 877-596-5068.
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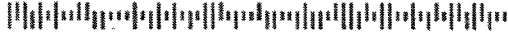
FINAL DISCONNECTION NOTICE
NOTICE DATE:

PUCO Case No. 15-298-GE-CSS

Attachment MAC-4

Page 1 of 2

0000001 01 AV 0.340 **AUTO T1 0 5159 45227-291307 -C01-I



OCCUPANT OR

FOR SERVICE AT :
OCCUPANT OR

To maintain your gas and/or electric service(s), please pay the amount noted on the last bill you received (see "IMPORTANT" message box in the body of the bill), or make satisfactory payment arrangements within ten calendar days from the date indicated above.

AVOIDING DISCONNECTION

To avoid disconnection it will be necessary to satisfy one or more of the following options:

- Pay the amount noted on your bill (See "Important" message box in the body of the bill).
- Pay the required amount to set-up an extended payment plan (applicable to qualified customer only).
- Provide a Medical Certificate

WINTER RULE

During the time period of October 17, 2011 through April 13, 2012 residential customers can avoid disconnection or have gas and/or electric service(s) restored, on a one-time basis, by paying \$175.00 and enrolling in an extended payment plan. If your gas and/or electric service(s) has been disconnected, a reconnection charge must be paid in addition to the \$175.00. Reconnection charges: Gas \$17.00; Electric \$25.00; Both Services \$38.00.

Please note: Funds from the Emergency Home Energy Assistance Program (EHEAP) or other emergency energy assistance programs can be applied toward the \$175.00 payment.

PAYMENT OPTIONS

Payments can be made by any of the following methods:

- Pay over the phone by electronic check or credit card (VISA & MasterCard)
Please call 1-877-596-5068.
- Pay at a Pay Station. Visit www.duke-energy.com or contact our Credit Department to locate a Pay Station near you.
- Pay online at www.duke-energy.com

CONTACT INFORMATION

If you have any questions about your bill, or this disconnection notice, please contact our Credit Department at 513-651-5100 or 1-800-648-7777. Our representatives are available 7:00 a.m. to 7:00 p.m. Monday through Friday and Saturday 8:00 a.m. to 1:00 p.m.

If you have a complaint in regard to this disconnection notice that can not be resolved after you have called Duke Energy, or for general utility company information, residential and business customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or for TTY at 1-800-686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.puco.ohio.gov.

Residential customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at 1-877-742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.pickocc.org.



ENERGY ASSISTANCE:

United Way Referral Service
Call 211

HeatShare - Administrated by
The Salvation Army
513-762-5636

**Emergency Home Energy Assistance Program
(EHEAP)**
Contact local Community Action Agency

Home Energy Assistance Program (HEAP)
Contact local Community Action Agency or
The Ohio Department of Development at
1-800-282-0880

Account Number 0120-0420-20-5 10 02

For less detailed billing information on
your monthly bill, check box on right ☐

Due Date	Amount Due
Aug 26, 2011	\$ 143.49

\$ _____ \$ _____
HeatShare Contribution Amount Enclosed
(for Customer Assistance)

Estill Easterling
11312 Orchard St
Cincinnati OH 45241-1915

PO Box 1326
Charlotte NC 28201-1326

400 00000143499 01200420205 082620117 00000145645

Page 1 of 2

Name/Service Address	For Inquiries Call	Account Number
Estill Easterling 11312 Orchard Cincinnati OH 45241	Duke Energy 513-421-8500	0120-0420-20-5

Mailing Payments To	Account Information
PO Box 1326 Charlotte NC 28201-1326	Payments after Aug 04 not included Last payment received Aug 01 Bill prepared on Aug 04, 2011 Next meter reading Sep 01, 2011

Meter	Number	Reading From	Date To	Days	Meter Reading Previous	Meter Reading Present	Usage
Gas	000999214	Jul 05	Aug 03	29	1259	1267	8
Elec	106188883	Jul 05	Aug 03	29	1844	2650	806

Gas - Residential		
Usage -	8 CCF	
Duke Energy - Rate RS		\$ 38.03
Current Gas Charges		\$ 38.03
Gas Cost Recovery \$0.56997230/CCF		

Current Billing	
Am't Due - Previous Bill	\$ 178.21
Payment(s) Received	178.21 cr
Balance Forward	0.00
Current Gas Charges	38.03
Current Electric Charges	105.46
Current Amount Due	\$ 143.49

Electric - Residential		
Usage -	806 kWh	
Duke Energy - Rate RS		\$ 105.46
Current Electric Charges		\$ 105.46

This month's Gas Cost Recovery (GCR) charge for customers purchasing their natural gas from Duke Energy is \$0.5699723 per CCF, which includes a base GCR of \$0.5434000 and Ohio excise tax of \$0.0265723.

Order your FREE compact fluorescent light bulbs today! Call 1-800-943-7585 and choose option 1, or visit www.duke-energy.com/freecfls1 to see if you are eligible.

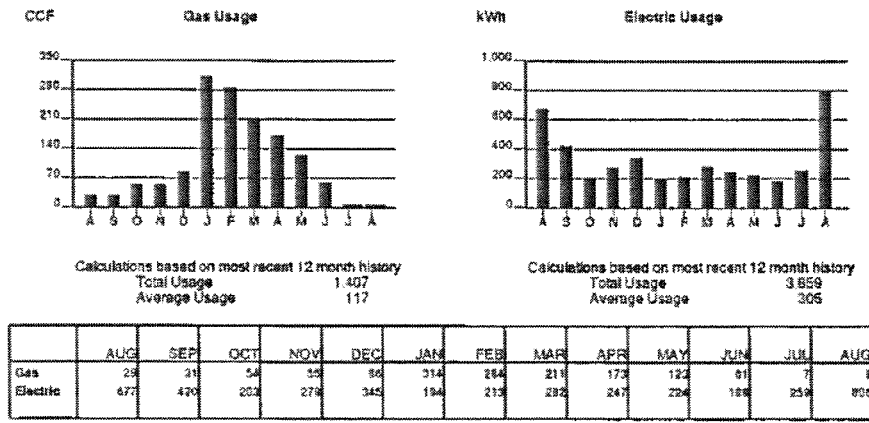
PRICE TO COMPARE: In order for an average residential customer to save money, an electric supplier must offer a price lower than 8.87 cents per kWh. Your Price to Compare may be different based on your usage. Visit www.duke-energy.com to calculate your individual Price to Compare or contact Duke Energy for a written explanation.

Due Date	Amount Due	After
Aug 26, 2011	\$ 143.49	Aug 26, 2011 \$ 145.64

Page 2 of 2

Name	Service Address	Account Number
Estill Easterling	11312 Orchard Cincinnati OH 45241	0120-0420-20-5

Explanation of Current Charges		
Gas Meter - 000999214 CCF Usage - 8 Jul 05 - Aug 03 29 Days	Duke Energy Rate RS - Residential Service Fixed Delivery Service Charge \$ 25.33 Usage-Based Charge 8 CCF @ \$ 0.03272800 0.26 Gas Delivery Riders 7.88 Gas Cost Recovery 8 CCF @ \$ 0.56997230 4.55	
Total Current Gas Charges		\$ 38.03
Electric Meter - 106188883 kWh Usage - 806 Jul 05 - Aug 03 29 Days	Duke Energy Rate RS - Residential Svc-Summer Distribution-Customer Chg \$ 5.50 Delivery Charges Distribution-Energy Chg 806 kWh @ \$ 0.02212600 17.83 Delivery Riders 9.97 Total Delivery Charges \$ 27.80 Generation Charges Generation Energy Chg 806 kWh @ \$ 0.04234500 34.13 Rider FPP 25.83 Rider AAC 7.19 Rider TCR 5.01 Total Generation Charges \$ 72.15	
Total Current Electric Charges		\$ 105.46



ATTACHMENT MAC-6

**CONFIDENTIAL
PROPRIETARY TRADE
SECRET**

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

12/30/2015 2:25:07 PM

in

Case No(s). 15-0298-GE-CSS

Summary: Testimony Public Version Mitchell A. Carmosino - Direct Testimony on Behalf of Duke Energy Ohio, Inc. electronically filed by Ms. E Minna Rolfes on behalf of Amy B. Spiller and McMahon, Robert A. and Duke Energy Ohio, Inc.

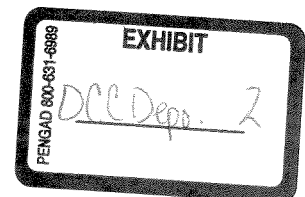
**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

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

**NOTICE TO TAKE DEPOSITION
AND REQUESTS FOR PRODUCTION OF DOCUMENTS
BY
THE OFFICE OF THE OHIO CONSUMERS' COUNSEL**

Pursuant to Ohio Adm. Code Section 4901-1-21(B), please take notice that the Office of the Ohio Consumers' Counsel ("OCC") will take the deposition upon oral examination of Mitchell A. Carmosino, who is testifying on behalf of Duke Energy Ohio, Inc. The deposition will be conducted telephonically beginning at 1:00 p.m. on January 8, 2016, and will continue, from day to day, except for holidays and weekends, until completed. Mr. Carmosino will appear at the designated time and date with all requested documents (identified below) and remain present until deposed.

The deposition will be taken of the aforementioned deponent on relevant topics within the scope of this proceeding, including but not limited to, the subject matter of the deponent's testimony and the deponent's knowledge and expertise with the subject



matter of this proceeding. The deposition will be taken upon oral examination (as upon cross-examination) before an officer authorized by law to take depositions.

Pursuant to Ohio Adm. Code Rules 4901-1-21(E) and 4901-1-20, Mr. Carmosino is requested to produce, at least two hours prior to the taking of his deposition the following documents:

1. All documents relating to his filed testimony in this proceeding, including but not limited to workpapers; and
2. All responses to discovery requests including, any backup documentation and/or raw data; and
3. The results of any studies or analysis conducted for this proceeding.

Respectfully submitted,

BRUCE J. WESTON (0016973)
OHIO CONSUMERS' COUNSEL

/s/ Terry L. Etter

Terry L. Etter (0067445), Counsel of Record
Assistant Consumers' Counsel

Office of the Ohio Consumers' Counsel
10 West Broad Street, Suite 1800
Columbus, Ohio 43215-3485
Telephone: (614) 466-7964 (Etter direct)
Terry.etter@occ.ohio.gov
(willing to accept service by e-mail)

CERTIFICATE OF SERVICE

I hereby certify that a copy of this Notice to Take Deposition and Requests for Production of Documents was served on the persons stated below via electronic transmission this 5th day of January 2016.

/s/ Terry L. Etter

Terry L. Etter

Assistant Consumers' Counsel

SERVICE LIST

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bcmahon@emclawyers.com

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Elizabeth H. Watts
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Cincinnati, Ohio 45202
Amy.spiller@duke-energy.com
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125 West Central Parkway
Cincinnati, Ohio 45202-1006
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Attorney Examiner:

sarah.parrot@puc.state.oh.us

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

1/5/2016 5:25:16 PM

in

Case No(s). 15-0298-GE-CSS

Summary: Notice of Deposition Notice to Take Deposition and Requests for Production of Documents by the Office of the Ohio Consumers' Counsel electronically filed by Ms. Deb J. Bingham on behalf of Etter, Terry L.

4901:1-18-06 Disconnection procedures for electric, gas, and natural gas utilities.

(A) If a residential customer is delinquent, as defined in paragraph (A) of rule 4901:1-18-04 of the Administrative Code, in paying for regulated services, the utility company may, after at least fourteen days' notice, disconnect the customer's service during normal utility company business hours in compliance with all of the following conditions.

(1) No disconnections for nonpayment shall be made after twelve-thirty p.m. on the day preceding a day on which all services necessary for the customer to arrange and the utility company to perform reconnection are not regularly performed.

(2) On the day of disconnection of service, the utility company shall provide the customer with personal notice. If the customer is not at home, the utility company shall provide personal notice to an adult consumer. If neither the customer nor an adult consumer is at home, the utility company shall attach written notice to the premises in a conspicuous location prior to disconnecting service.

(3) Third-party or guarantor notification.

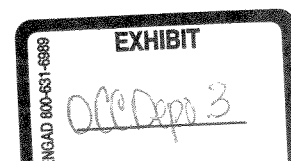
(a) Each utility company shall permit a residential customer to designate a third party to receive notice of the pending disconnection of the customer's service and any other delinquent payment reminder notices sent to the customer. If the customer has a guarantor, the guarantor shall receive notice of the pending disconnection of the guaranteed customer's service and any other delinquent payment reminder notices sent to the guaranteed customer, pursuant to rule 4901:1-17-03 of the Administrative Code. The utility company shall notify the third party or the guarantor at least fourteen days prior to disconnecting the customer's service.

(b) The utility company shall inform the third party that his/her receipt of such notices does not constitute acceptance of any liability by the third party for payment for service provided to the customer unless the third party has also agreed, in writing, to be a guarantor for the customer.

(c) In compliance with division (E) of section 4933.12 and division (D) of section 4933.121 of the Revised Code, if the utility company plans to disconnect the residential utility service of a customer for the nonpayment of his/her bill, and that customer resides in an Ohio county in which the department of job and family services has provided the utility company with a written request for notification of residential service disconnection prior to the disconnection, then the utility company shall provide, during the period of the fifteenth of November to the fifteenth of April, the appropriate county department of job and family services with a listing, electronically if feasible, of those customers whose service will be disconnected for nonpayment. This information will include at a minimum, the customer's first name, middle initial, last name, service address, and county of residence, and shall be made available to the county department of job and family services simultaneous with the generation of any ten-day disconnection notices being distributed to customers. The county department of job and family services may use this information to assist customers in the payment of delinquent utility bills in an effort to avoid disconnection of service.

(d) Upon the request of a property owner or the agent of a property owner, each utility company shall provide the property owner or the agent of a property owner with at least three days' advance notice when service to his/her property is to be disconnected either at the request of a residential customer who is a tenant or for nonpayment.

(4) Utility company employees or agents of the utility company who disconnect service at the premises may or may not, at the discretion of the utility company, be authorized to make extended payment arrangements. Utility company employees or agents who disconnect service shall be authorized to complete one of the following:



(a) Accept payment in lieu of disconnection.

(b) Dispatch an employee to the premises to accept payment.

(c) Make available to the customer another means to avoid disconnection.

(5) The disconnection notice may be mailed separately or included on the regular monthly bill. If the notice is included on the regular monthly bill, it shall be prominently identified as a disconnection notice. The following information shall be clearly displayed either on the disconnection notice or in documents accompanying the disconnection notice:

(a) The delinquent billing account number, the total amount required to prevent disconnection of the regulated services provided by the utility company and/or any security deposit owed at the time of the notice.

(b) The earliest date when disconnection may occur.

(c) The local or toll-free number and address of the utility company's office for customers to contact about their account.

(d) The following statement:

"If you have a complaint in regard to this disconnection notice that can not be resolved after you have called (name of utility company), or for general utility company information, residential and business customers may contact the public utilities commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service).

The Ohio consumer counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.pickocc.org>."

(e) A statement that the customer's failure to pay the amount on the disconnection notice at the utility company's office or to one of its authorized agents before the date specified on the disconnection notice may require payment of a security deposit and a charge for reconnection. The statement shall also include the amount of the security deposit and the reconnection charge.

(f) If applicable, a statement that the failure to pay charges for nontariffed products or services may result in the loss of those products and/or services.

(g) An explanation of the payment plans and options available to a customer whose account is delinquent, as provided in this rule and rule [4901:1-18-05](#) of the Administrative Code, and percentage of income payment plan (PIPP plus), pursuant to rule [4901:1-18-12](#) of the Administrative Code, and, when applicable, rule [4901:1-18-09](#) of the Administrative Code.

(h) If disconnection of service is to occur as a result of nonpayment, a statement that a medical certification program and forms are available from the utility company for customers or consumers where the disconnection of service would be especially dangerous to the health of those persons.

(i) A statement that a listing of the utility company's authorized payment agents is available by calling the utility company's toll-free customer service number.

(B) During the period of November first through April fifteenth, if payment or payment arrangements are not made to prevent disconnection before the disconnection date stated on the fourteen-day disconnection notice, the utility company shall not disconnect service to residential customers for nonpayment unless the utility company completes each of the following:

(1) Makes contact with the customer or other adult consumer at the premises ten days prior to disconnection of service by personal contact, telephone, or hand-delivered written notice. Utility companies may send this notice by regular, U.S. mail; however, such notice must allow three calendar days for mailing. This additional notice shall extend the date of disconnection, as stated on the fourteen-day notice required by paragraph (A) of this rule, by ten additional days.

(2) Informs the customer or adult consumer that sources of federal, state, and local government aid for payment of utility bills and for home weatherization are available at the time the utility company delivers the notice required in paragraph (B)(1) of this rule, and provides sufficient information to allow the customer to further pursue available assistance.

(3) Informs the customer of the right to enter into any of the payment plans set forth in paragraph (B) of rule 4901:1-18-05 of the Administrative Code, or to enroll in PIPP plus. If the customer does not respond to the notice described in paragraph (B)(1) of this rule, or refuses to accept a payment plan or fails to make the initial payment on a payment plan referenced in this paragraph, the utility company may disconnect service after the ten-day notice expires.

(C) Medical certification

(1) In accordance with the certification requirements of this rule, the utility company shall not disconnect residential service for nonpayment for either of the following situations:

(a) If the disconnection of service would be especially dangerous to the health of any consumer who is a permanent resident of the premises.

(b) When the disconnection of service would make operation of necessary medical or life-supporting equipment impossible or impractical.

(2) The medical condition or the need for medical or life-supporting equipment shall be certified to the utility company by a licensed physician, physician assistant, clinical nurse specialist, certified nurse practitioner, certified nurse-midwife, or local board of health physician.

(3) The utility company shall act in accordance with the following medical certification requirements:

(a) Upon request of any residential consumer, the utility company shall provide a medical certification form to the customer or to any of the health care professionals identified in paragraph (C)(2) of this rule. The utility company shall use the medical certification form posted on the commission's website.

(b) The certification of the medical condition or the need for the medical or life-supporting equipment required by paragraph (C)(1) of this rule shall be in writing and shall include the name of the person to be certified; a statement that the person is a permanent resident of the premises in question; the name, business address, and telephone number of the certifying party; a statement of the need for the medical or life-supporting equipment, if applicable; and a signed statement by the certifying party that disconnection of service will be especially dangerous to the health of a permanent resident of the premises.

(c) Initial certification by the certifying party may be by telephone if written certification is forwarded to the utility company within seven calendar days.

(d) Certification shall prohibit disconnection of service for thirty calendar days.

(e) If a medical certificate is used to avoid disconnection, the customer shall enter into an extended payment plan prior to the end of the medical certification period or be subject to disconnection. The initial payment on the plan shall not be due until the end of the certification period.

(f) If service has been disconnected for nonpayment within twenty-one calendar days prior to the certification

of either a special danger to the health of a qualifying resident or the need for medical or life-supporting equipment, the utility company shall restore service to that residence once the certifying party provides the required certification to the utility company and the customer agrees to an extended payment plan.

(g) If certification is provided to the utility company prior to three-thirty p.m., the utility company shall restore the customer's service within the same day. If the certification is received after three-thirty p.m., the utility company shall reconnect service by the earliest time possible on the following business day. Also, if the certification is received after three-thirty p.m. on a day that precedes a day on which all services necessary for the customer to arrange and the utility company to perform reconnection are not regularly performed, the utility company shall make an effort to restore service by the end of that day.

(h) A consumer may renew the certification two additional times (thirty days each) by providing additional certificates to the utility company. The total certification period may not exceed ninety days per household in any twelve-month period.

(4) The electric utility company shall give notice of availability of medical certification to its residential customers by means of bill inserts or special notices at the beginning of the winter heating period and at the beginning of the summer cooling period. The natural gas utility company shall give notice of the availability of medical certification to its residential customers by means of bill inserts or special notices at the beginning of the winter heating period.

(5) If there is an outstanding balance for a returned check on the customer's account, the utility company may refuse the medical certification, so long as notice has been given to the customer in accordance with rules [4901:1-10-20](#) and [4901:1-13-09](#) of the Administrative Code. Such notice shall also advise the customer that there is a returned check balance on the account and that the utility company may deny the customer's use of medical certificates if that balance is not paid.

(D) This provision is to address circumstances where an electric, gas, or natural gas utility company cannot gain access to disconnect service at a particular service location after receiving a request for disconnection from the customer of record.

(1) If the utility company is denied access to disconnect service, the utility company may subsequently disconnect the utility service in accordance with the provisions of paragraph (I) of rule [4901:1-18-03](#) of the Administrative Code.

(2) If the property in question is a multi-unit dwelling, then the electric, gas, or natural gas utility company shall comply with the provisions of rule [4901:1-18-08](#) of the Administrative Code.

(3) The customer of record requesting termination of service will not be financially responsible for the utility service consumed from the date of move-out, unless the customer of record is the individual who denied the utility company's access to disconnect service or the customer of record continues to reside at the premises. The utility company may require the customer to affirm in writing the date on which the customer vacated the premises.

(E) This provision is to address circumstances where an electric, gas, or natural gas utility company elects to leave the utility service on at a particular service location for the utility company's convenience after receiving a request for disconnection from the customer of record.

(1) If the new resident does not contact the utility company to establish service, the utility company may subsequently disconnect the utility service in accordance with the fraud provisions in paragraph (C) of rule [4901:1-10-20](#) of the Administrative Code (electric) and paragraph (C) of rule [4901:1-13-09](#) of the Administrative Code (gas and natural gas).

(2) Under the circumstance where the new resident becomes an applicant for service and is required to pay a

deposit to establish financial responsibility, the utility company must advise the applicant of the date that the utility service may be disconnected for nonpayment of the deposit.

(3) Under either circumstance above where the new resident becomes a consumer of the electric, gas, or natural gas service that was left on by the utility company, the consumer will be financially responsible for the utility service consumed from the date of move-in.

(F) A landlord/property owner may elect to leave the utility service on at a particular service location for the landlord/property owner's convenience under the provisions of a landlord reversion agreement with the electric, gas, or natural gas utility.

(1) The landlord/property owner shall be given a copy of the relevant terms and conditions of the landlord reversion agreement, including specific terms identifying when the service will revert to the landlord/property owner's name, and any costs of such service.

(2) Under the circumstance where a new resident becomes an applicant for service and is required to pay a deposit to establish financial responsibility, the utility company must advise the applicant of the date that the utility service may be disconnected for nonpayment of the deposit.

(3) Under the circumstance where the new resident becomes a consumer of the electric, gas, or natural gas service that was left on by virtue of the landlord/reversion agreement, the consumer will be financially responsible for the utility service consumed from the date of move-in, as indicated in the terms of the lease agreement.

(G) Upon request of the customer, the utility company shall provide an opportunity for review of the initial decision to disconnect the service. The utility company shall review the circumstances surrounding the disconnection, escalate the review to an appropriate supervisor if requested, and inform the customer of the decision upon review as soon as possible. At the customer's request, the utility company shall respond in writing.

(H) The utility company when contacted by the commission's staff shall respond to an inquiry concerning an imminent disconnection or actual disconnection within one business day. At the request of commission staff, the utility company shall respond in writing. Commission staff will notify the customer of the utility company's response.

(I) The utility company shall include in its tariff its current standard practices and procedures for disconnection, including any applicable collection and reconnect charges. Any utility company proposing changes to its disconnection notice shall submit a copy to commission staff for review.

Effective: 4/15/2015

Five Year Review (FYR) Dates: 11/24/2014 and 11/24/2019

Promulgated Under: 111.15

Statutory Authority: 4905.04, 4933.122

Rule Amplifies: 4905.06, 4905.22, 4905.261, 4905.30, 4933.17, 4933.12, 4933.121, 4933.122, 4911.021

Prior Effective Dates: 3/22/80, 10/6/82, 12/1/83, 4/21/86, 6/19/88, 12/3/94, 2/4/00, 9/1/04, 4/6/06, 2/11/08, 11/1/10, 2/16/12

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

1/11/2016 5:00:09 PM

in

Case No(s). 15-0298-GE-CSS

Summary: Transcript Deposition Transcript of Mitchell Carmosino (Public Version) Filed by the Office of the Ohio Consumers' Counsel electronically filed by Ms. Deb J. Bingham on behalf of Etter, Terry L.