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April 27, 2020

DELIVERY VIA E-MAIL

Frances M. Stevenson
General Delivery
Orlando, FL 32802
frncsstvnsn65@yahoo.com

Re: *Frances M. Stevenson vs Vectren Energy Delivery of Ohio, Inc.*, Case No. 20-0590-GA-CSS

Dear Ms. Stevenson:

Please find attached a copy of the Answer of Vectren Energy Delivery of Ohio, Inc. (VEDO, or the Company) to your Complaint filed with the Public Utilities Commission of Ohio (PUCO or the Commission) in Case No. 20-0590-GA-CSS. A copy of the Answer was filed on April 1, 2020 and mailed to you on that date to your last known address on file with the Company at 535 E Yanonali St., Santa Barbara, CA 93103. The mailing was subsequently returned to our office as undelivered.

Based on the information provided in your Complaint, we believe that you have consented to service of future correspondence and pleadings in this proceeding by e-mail. If you prefer service by mail to the address identified above or another mailing address, please provide your current mailing address. If you have any questions, please contact me at the phone number or e-mail address listed above.

Please note that a copy of this correspondence will be filed with the Commission in the above-captioned proceeding.

s/ Lucas A. Fykes

Lucas A. Fykes

Attorney for Vectren Energy Delivery of
Ohio, Inc., A CenterPoint Energy Company

Enclosure: April 1, 2020 Answer of VEDO

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

FRANCES M. STEVENSON,

Complainant,

v.

VECTREN ENERGY DELIVERY OF
OHIO, INC.,

Respondent.

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Case No. 20-0590-GA-CSS

ANSWER

In accordance with Ohio Adm. Code 4901-9-01(D), the Respondent, Vectren Energy Delivery of Ohio, Inc. (VEDO or the Company), for its answer to the complaint of Frances M. Stevenson, states:

FIRST DEFENSE

1. VEDO admits that Ms. Stevenson is a residential customer that received natural gas service at 5085 Northcutt Place, Dayton, Ohio 45414 (the Premises), and that she has received service from June 20, 2014 to the May 28, 2019.

2. VEDO avers that Ms. Stevenson formerly received service under the Percentage of Income Payment Program (PIPP) from July 23, 2014 to November 7, 2018.

3. VEDO avers that Ms. Stevenson was re-enrolled in the PIPP program from April 8, 2019 until she received the final bill dated May 29, 2019.

4. VEDO avers that Ms. Stevenson received a PIPP program incentive for every on-time and in-full payment received by the Company for each month that she was eligible.

5. VEDO avers that on April 15, 2015, O.A.C. 4901:1-18-14(B) was amended to require that “[i]f a PIPP plus or graduate PIPP plus customer's account balance becomes a credit

balance, the customer will no longer be eligible for incentive credits until such time that the account balance is no longer a credit.”

6. VEDO avers that Ms. Stevenson maintained a credit balance on her account from July 23, 2014 through May 28, 2019 when Ms. Stevenson’s service was ended.

7. VEDO avers that from May 21, 2015 through May 29, 2019, VEDO did not apply incentive credits to Ms. Stevenson’s account because the account had a credit balance.

8. VEDO avers that Ms. Stevenson called to shut off her service on May 20, 2019 at which time she stated that she thought that her credit balance should be over \$1400.00. VEDO avers that in response, VEDO’s agent explained that the credit balance was \$294.11 and that all credit due to Ms. Stevenson was already a part of her balance.

9. VEDO avers that it mailed a credit refund check on August 26, 2019 to the Premises in the amount of \$296.14, which was returned as undeliverable.

10. VEDO avers that it re-sent the credit refund check in the amount of \$296.14 on November 6, 2019 and then again on December 31, 2019, to Ms. Stevenson at 535 E Yanonali St., Santa Barbara, CA 93103 – the billing address on file.

11. VEDO avers that the credit balance of \$296.14 sent to Ms. Stevenson on August 26, 2019 and re-sent on November 6, 2019 and then again on December 31, 2019 was not the result of incentive credits.

12. VEDO avers that as of the date of this Answer, the credit refund check in the amount of \$296.14 sent to Ms. Stevenson has cleared.

13. VEDO avers that as of the date of this Answer, the balance on Ms. Stevenson’s account is \$0.00.

14. VEDO avers that it has reviewed Ms. Stevenson's account and did not identify any error in either the rates or the quantities billed.

15. VEDO is without sufficient knowledge or information to admit or deny the remaining allegations in the complaint, and generally denies any allegations not specifically admitted or denied in this Answer in accordance with Ohio Adm. Code 4901-9-01(D).

AFFIRMATIVE DEFENSES

SECOND DEFENSE

16. The complaint does not comply with the Commission's rules requiring "a statement which clearly explains the facts." Ohio Adm. Code 4901-9-01(B). The allegations are not in numbered-paragraph, but narrative, form; many of the allegations and statements in the complaint are compound; and the allegations omit numerous details necessary to answer them. The Company, has attempted, to the best of its ability, to answer the allegations, but reserves the right to amend its answer in the event it has incorrectly understood the allegations.

THIRD DEFENSE

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

FOURTH DEFENSE

18. The complaint does not set forth a claim for which relief may be granted.

FIFTH DEFENSE

19. VEDO at all times complied with the Ohio Revised Code Title 49; the applicable rules, regulations, and orders of the Public Utilities Commission of Ohio; and the Company's tariffs. These statutes, rules, regulations, orders and tariff provisions bar Ms. Stevenson's claims.

SIXTH DEFENSE

20. VEDO avers that the complaint is barred by laches, waiver, and estoppel.

SEVENTH DEFENSE

21. VEDO reserves the right to raise other defenses as warranted by discovery in this matter.

WHEREFORE, VEDO respectfully requests an Order dismissing the complaint and granting it all other necessary and proper relief.

Dated: April 1, 2020

Respectfully submitted,

/s/ Christopher T. Kennedy

Mark A. Whitt (0067996)

Christopher T. Kennedy (0075228)

Lucas A. Fykes (0098471)

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(All counsel are willing to accept service by email)

ATTORNEYS FOR VECTREN ENERGY
DELIVERY OF OHIO, INC., A CENTERPOINT
ENERGY COMPANY

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Answer was served by mail to the following persons this 1st day of April, 2020:

Frances M. Stevenson
535 E Yanonali St.
Santa Barbara, CA 93103

/s/ Lucas A. Fykes
One of the Attorneys for Vectren Energy
Delivery of Ohio, Inc., a CenterPoint Energy
Company

This foregoing document was electronically filed with the Public Utilities

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4/1/2020 2:38:49 PM

in

Case No(s). 20-0590-GA-CSS

Summary: Answer Answer electronically filed by Mr. Christopher T Kennedy on behalf of Vectren Energy Delivery of Ohio, Inc.

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

4/27/2020 3:09:33 PM

in

Case No(s). 20-0590-GA-CSS

Summary: Correspondence re: Service of Answer electronically filed by Mr. Lucas A Fykes on behalf of Vectren Energy Delivery of Ohio, Inc., a CenterPoint Energy Company