BEFORE

THE PUBLIC UTILITIES COMMISSION OF OHIO

Aaron Stiggers )

11478 Oxfordshire Lane )

Cincinnati, OH 45240 )

)

Complainant, ) Case No. 14-1537-GA-CSS

)

v. ) )

Duke Energy Ohio, Inc. )

)

Respondent. )

**ANSWER OF RESPONDENT DUKE ENERGY OHIO, INC.**

For its Answer to the Complaint of Aaron Stiggers (Complainant), Duke Energy Ohio, Inc. (Duke Energy Ohio or Company) states as follows:

1. Duke Energy Ohio denies that the Company provided any incorrect information to Complainant when he contacted Duke Energy Ohio about transferring services to his new address, re-certifying with PIPP Plus or his ability to enroll in Graduate PIPP Plus.
2. Duke Energy Ohio admits that, on June 21, 2013, the Company sent a letter to Complainant in which the Company explained the Graduate PIPP Plus program and specifically advised Complainant that he was required to pay a PIPP default amount of $474.16 plus his monthly installments by the stated deadline in order to enroll in the Graduate PIPP Plus program.
3. Duke Energy Ohio denies that it “penalized” Complainant or “miscommunicated” to him about his account.
4. Duke Energy Ohio denies all allegations of the Complaint not expressly admitted herein.

**AFFIRMATIVE DEFENSES**

1. The Complaint fails to state a claim against Duke Energy Ohio upon which relief may be granted.
2. Duke Energy Ohio asserts as an affirmative defense that pursuant to R.C. 4905.26 and O.A.C. 4901-9-01-(B)(3), Complainant has failed to set forth reasonable grounds for complaint.
3. Duke Energy Ohio asserts as an affirmative defense the following information relating to Complainant’s account and his participation in the PIPP Plus program. Complainant previously lived at 7532 Edgemont Road, Cincinnati, Ohio, where he established service in his name on December 4, 2012, and was enrolled in PIPP on January 7, 2013. On May 30, 2013, Complainant transferred his service to his current address at 11478 Oxfordshire Lane, Cincinnati, Ohio. Because Complainant’s prior account at Edgemont Road was an all-electric account, Duke Energy Ohio was only permitted to transfer $13,167.41—that portion of Complainant’s total PIPP balance for electric charges—to his current account on Oxfordshire Lane. The remaining PIPP balance of $5,880.18 related to gas charges which could not be transferred to Complainant’s electric-only account. Therefore, the PIPP balance for Complainant’s gas charges remained with Complainant’s former account at 7532 Edgemont Road. Duke Energy Ohio generated a final bill for Complainant’s account at 7532 Edgemont Road on May 30, 2013, when he transferred service to his new address. At that point the remaining gas charges on Complainant’s account at 7532 Edgemont Road were eligible for the Graduate PIPP Plus program. Accordingly, on June 21, 2013, the Company sent the letter to Complainant detailing the Graduate PIPP Plus program requirements, including Complainant’s obligation to pay a PIPP default amount of $474.16 and monthly installments in order to enroll in the Graduate PIPP Plus program. Duke Energy Ohio further advised Complainant of his deadline to enroll. When Complainant failed to make the required default payment of $474.16 or his installment payments by the July 21, 2014, deadline, he became ineligible for the Graduate PIPP Plus program.
4. Duke Energy Ohio asserts as an affirmative defense that at all times relevant to Complainant’s claims, Duke Energy Ohio has provided reasonable and adequate service and has billed the Complainant according to all applicable provisions of Title 49 of the Ohio Revised Code and regulations promulgated thereunder, and in accordance with Duke Energy Ohio’s filed tariffs.
5. Duke Energy Ohio asserts as an affirmative defense that at all times relevant to Complainant’s claims, the Company acted in conformance with O.A.C. 4901:1-10 and 4901:1-13 with respect to the safe and reliable provision of electric and gas services at Complainant’s property.
6. Duke Energy Ohio asserts as an affirmative defense that at all times relevant to Complainant’s claims, the Company acted in conformance with O.A.C. 4901:1-10-22 and 4901:1-13-11, as well as all other rules, regulations and statutes, with respect to the Company’s billings to Complainant.
7. Duke Energy Ohio asserts as an affirmative defense that Complainant have not stated any damages or request for relief, including relief which may be granted by this Commission.
8. Duke Energy Ohio asserts as an affirmative defense that, at all times relevant to Complainant’s claims, the Company complied with the provisions of the PIPP Plus program and Graduate PIPP Plus program with respect to Complainant.
9. Duke Energy Ohio reserves the right to raise additional affirmative defenses or to withdraw any of the foregoing affirmative defenses as may become necessary during the investigation and discovery of this matter.

## Conclusion

WHEREFORE, having fully answered, Respondent Duke Energy Ohio, Inc. prays that the Commission dismiss the Complaint of Aaron Stiggers for failure to set forth reasonable grounds for the Complaint and to deny Complainant’ Request for Relief, if any. Respectfully submitted,

/s/ Robert A. McMahon

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Attorneys for Duke Energy Ohio, Inc.

**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing document was served via regular US Mail, postage prepaid, this 18th day of September, 2014 upon the following:

Aaron Stiggers

11478 Oxfordshire Lane

Cincinnati, OH 45240

/s/ Robert A. McMahon