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Rocco O. D'Ascenzo
Counsel

VIA OVERNIGHT MAIL

March 12, 2007

Public Utilities Commission of Ohio
Docketing Division
13th Floor
180 East Broad Street
Columbus, OH 43215-3716

RE: In the Matter of the Complaint of Mark Siegel, 9500 Holly Hill, Cincinnati, OH 45243
vs. Duke Energy Ohio, Inc.
PUCO Case No. 07-195-EL-CSS

Dear Sir or Madam:

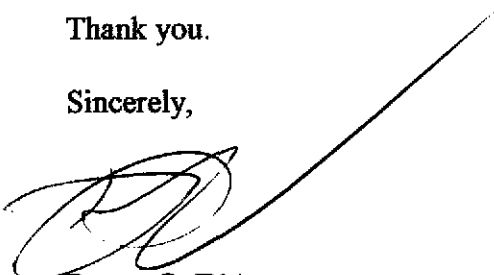
Enclosed you will find the original and 12 copies of Duke Energy Ohio, Inc.'s Answer of Respondent in the above-referenced case.

Please return two (2) file-stamped copies of the filing in the overnight envelope enclosed.

Should you have any questions, please feel free to contact me at (513) 287-4326.

Thank you.

Sincerely,



Rocco O. D'Ascenzo
Counsel

ROD/sew

Enclosures

cc: Mr. Mark Seigel (w/encl.)

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BEFORE

THE PUBLIC UTILITIES COMMISSION OF OHIO

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**In the Matter of the Complaint of
Mark Siegel
9500 Holly Hill
Cincinnati, OH 45243**

Complainant,

v.

Duke Energy Ohio, Inc.

Respondent.

Case No. 07-195-EL-CSS

ANSWER OF RESPONDENT DUKE ENERGY OHIO, INC.

For its answer to the complaint of Mark Siegel ("Complainant"), Duke Energy Ohio, Inc. (DE-Ohio) states as follows:

FIRST DEFENSE

1. DE-Ohio admits that beginning on or about February 13, 2007, Complainant suffered a power loss. Complainant's power loss was due to a severe level 4 winter storm, which caused wide spread system outages and approximately 300,000 consumer interruptions in the Midwest. DE-Ohio denies Complainant's allegation that "this resulted in a complete loss of electrical service for a period of 79 hours." According to DE-Ohio's records and recorded calls of Complainant, Complaint's power returned intermittently and would go out due to the extreme weather conditions such as accumulation of ice on distribution lines and falling tree limbs in the area. DE-Ohio is without sufficient knowledge or

information to form a belief as to the truth of remainder of the allegations contained in paragraph one (1) of the Complaint.

2. DE-Ohio admits that for the period February 13, 2007 through February 17, 2007 nighttime temperatures approached zero. DE-Ohio is without sufficient knowledge or information to form a belief as to the truth of remainder of the allegations contained in paragraph two (2) of the Complaint.
3. DE-Ohio denies Complainant's allegation that "[r]epairs were made to all neighborhood homes except this service address on 2-16-07." Complainant lives in the Little Miami District and served by circuit Feldman '45'. Many events were investigated along this circuit. Most all were attributed to trees pulling down power lines due to the ice weighting and causing conductor, pole, or pole mounted equipment failures. This customer experienced a non-storm related equipment failure in the primary underground cable servicing Holly Hill Lane in conjunction with the ice storm outages. DE-Ohio prioritizes its outage response by the number of customers affected. This is accomplished by restoring our Transmission and Distribution circuit infrastructure known to be out. However, emergency or hazardous conditions such as burning equipment, energized conductors down, and road blockages take priority over that effort. Requests from a community's emergency responders supersede all outage restoration efforts. Smaller vicinity outages are next after all our primary circuits are restored. These, too, are managed by the count of customers affected. Individual customer outages are responded to last. DE-Ohio denies the remainder of the allegations in paragraph three (3) of the Complaint.

4. DE-Ohio admits that according to DE-Ohio's records, Complainant called approximately 25 times between February 13, 2007 through February 17, 2007. During that time, DE-Ohio's call center experienced over 96,000 calls related to the storm and weather outage. DE-Ohio is without sufficient knowledge or information to form a belief as to the truth of remainder of the allegations contained in paragraph four (4) of the Complaint.
5. DE-Ohio admits the allegations contained in paragraph five (5) of the Complaint. During large scale outages, DE-Ohio protocols do not permit call center representatives the ability to contact individual dispatcher other than through computer email. DE-Ohio does treat all customer repairs equally. During severe and large-scale outages, repairs are prioritized as described above. DE-Ohio added repair crews from its affiliate in North Carolina as well as crews from other utilities in other states. Duke Energy's call center representatives do not have the ability to contact the dispatcher directly to report a problem or update on repair systems as all requests and updates are handled electronically during a severe storm.
6. In response to the claims contained in paragraph six (6) of the Complaint, DE-Ohio denies complainant's allegation that DE-Ohio did not make timely repairs to the electrical outage. Pursuant to operational protocols, repairs were prioritized by responding to outages and making repairs to those circuits, which affected the largest numbers of consumers. DE-Ohio denies the remainder of the allegations contained in paragraph six of the Complaint. Given the severity of the level 4 winter storm, the number of system outages, the number of customer outages, the calls experienced between February 13, 2007 through February 17, 2007, and the nearly 7,000 separate event tickets generated for

service investigation, DE-Ohio acted reasonably in its efforts to restore service to all of its consumers in a nondiscriminatory manner.

7. DE-Ohio denies the allegations contained in paragraph seven (7) of the Complaint. To the extent Complainant is requesting this Commission award monetary damages, such a remedy is outside the jurisdiction of this Commission.
8. DE-Ohio denies that any of its representatives acted in a callous or cavalier manner or that its response was in any way inadequate.

AFFIRMATIVE DEFENSES

In addition to the foregoing specific answers to the allegations raised by Complainant, DE-Ohio raises the following defenses:

9. DE-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.
10. DE-Ohio asserts as an affirmative defense that at all times relevant to Complainant's claims, DE-Ohio has provided reasonable and adequate service to Complainant in accordance with all applicable provisions of Title 49 of the Ohio Revised Code and regulations promulgated thereunder, and in accordance with DE-Ohio's filed tariffs, and all applicable state and federal laws and industry standards.
11. DE-Ohio asserts as an affirmative defense that Complainant's power failure was due solely to the extraordinary action of the elements, namely the level 4 storm which struck DE-Ohio's service territory beginning on or about February 13, 2007.
12. DE-Ohio asserts as an affirmative defense that pursuant to P.U.C.O. Electric No. 19 Sheet No. 21.3, Tariffed provision 3, DE-Ohio "does not guarantee a constant or uninterrupted supply of electricity and shall not be liable for any damage or claim of

damage attributable to any interruption or reversal of service caused by accident, casualty, extraordinary action of the elements..."

13. DE-Ohio asserts as an affirmative defense that it breached no legal duty owed to Complainant.
14. DE-Ohio asserts as an affirmative defense that to the extent that Respondent violated any applicable statute, regulation, industry standard, reliability guidelines or tariff provision, which is expressly denied, such violation was not the proximate cause of any damage or injury alleged by Complainant.
15. DE-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.
16. DE-Ohio asserts as an affirmative defense that to the extent Complainant requests relief from this Commission by way of monetary damages, such relief is outside the jurisdiction of the Commission.

WHEREFORE, having fully answered, DE-Ohio respectfully moves this Commission to dismiss the Complaint of Mark Siegel, for failure to set forth reasonable grounds for complaint and to deny Complainant's Requests for Relief.

Respectfully submitted,



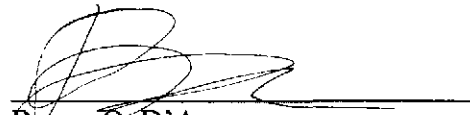
Rocco D'Ascenzo (Trial Attorney)
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Fax: (513) 287-3810

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Answer was sent via regular U.S. Mail,
postage prepaid to the following party of record this 12th day of March 2007

Mark Seigel
9500 Holly Hill
Cincinnati, OH 45243



Rocco O. D'Ascenzo
Counsel