

**FILE****Hunter, Donielle**

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**From:** ContactThePUCO@puc.state.oh.us  
**Sent:** Wednesday, February 18, 2009 1:11 PM  
**To:** Docketing  
**Subject:** Docketing  
**Attachments:** 116959.html

Public Utilities Commission of Ohio  
Investigation and Audit Division

Memorandum

Date: 2/18/2009

Re: Baron Wair  
656 Evangeline

Cincinnati, OH 45240

RECEIVED-DOCKETING DIV  
2009 FEB 18 PM 2:52  
PUCO

Docketing Case No.:08-709-EL-AIR, 08-710-EL-ATA, and 08-711-EL-AAM

Notes: Duke

Please docket the attached in the case number above.

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.  
Technician     Tm     Date Processed 2/18/2009

2/18/2009

From: "webmaster@puc.state.oh.us"  
To: "ContactThePUCO@puc.state.oh.us"  
Subject: 43621  
Sent: 2/17/2009 1:19:08 PM  
Message:  
WEB ID: 43621 AT:02-17-2009 at 01:19 PM

TYPE: complaint

NAME: Mr. Baron Wair

CONTACT SENDER ? Yes

MAILING ADDRESS:

- 656 Evangeline Road
- Cincinnati , OH 45240
- USA

PHONE INFORMATION:

- Home: (513) 742-9477
- Alternative: *(no alternative phone provided?)*
- Fax: *(no fax number provided?)*

E-MAIL: barwair@gmail.com

INDUSTRY:Electric

ACCOUNT INFORMATION:

- Company: Duke Energy
- Name on account: Baron Wair
- Service address: 656 Evangeline Road
- Service phone: (513) 742-9477
- *(no account number provided?)*

COMPLAINT DESCRIPTION:

I don't know if my voice will be heard. However, as a loyal Duke Energy Customer, I am not in favor of further burdening the customer to recover the cost incurred as a result of the September 14, 2008 windstorm. That event certainly caught Duke with their pants down and other contributing factors allowed for greater damages and delays, due to their unpreparedness and in some instances, negligence.

Concerning the restoration of service to my area, it was not until repeated calls for service, broken "estimated" promises and 10 days later, that service was restored to my home. I do not think it appropriate to recover cost from the customer, in that the service provided by Duke cannot be charged for if its customers are in fact not utilizing the energy. Therefore, it is in Duke's best interest to restore power, manage tree removal, and respond to customer needs, doing whatever it takes to maintain service for its subscribers, or they will not have a business to run. The costs incurred to restore energy etc,

should not be recovered from the customer in my opinion, and should be seen as a "cost of doing business". In these instances, Duke should have some sort of liability or insurance coverage that would allow them to recover their costs, and not rely on the customer to bail them out to continue operations. I am not in favor of passing these costs along to an already struggling consumer. There will be more storms of every nature. So Duke should always take the necessary measures to insure service for its customers.

Don't pass these costs to us!

Thank You!