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BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

Almaz Ghebremariam)	
1707 William Howard Taft Rd.)	
Cincinnati, OH 45206)	
)	
Complainant,)	Case No. 11-4637-EL-CSS
)	
v.)	
)	
Duke Energy Ohio, Inc.)	
)	
Respondent.)	

**DUKE ENERGY OHIO, INC.'S
ANSWER TO COMPLAINT**

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

1. Duke Energy Ohio denies all allegations of the Complaint.
2. Further answering, Duke Energy Ohio states that, on March 16, Complainant established gas and electric utility services in her name and with her credit information for the property located at 1707 William Howard Taft, Cincinnati, Ohio (the "WHT Property"). Thereafter, Complainant was the Company's customer at the WHT Property and was solely responsible for all gas and electric bills. Complainant subsequently cancelled her gas services at the WHT Property on June 2, 2009, but remained a customer for electric services at the property.
3. Further answering, Duke Energy Ohio has properly read the meters and billed all gas and electric services at the WHT Property.

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4. Further answering, since Complainant established her electric services at the WHT Property, she has used and been billed for a total of \$977.48 in electric services at the WHT Property. In return, Complainant has made 5 partial payments totaling \$532.17 to Duke Energy Ohio: \$149.00 on 8/28/09; \$175.00 on 11/5/09; \$78.32 on 7/6/10; \$100.00 on 3/15/11; and \$29.85 on 7/11/11. Therefore, not including late charges and other fees to which Duke Energy Ohio is entitled under its tariff on file with the Commission, Complainant owes \$445.31 to Duke Energy Ohio for her electric which she received and used at her WHT Property but for which she refuses to pay.
5. Further answering, the monthly bills currently received by Complainant for the WHT Property accurately reflect the amount due and owing by Complainant for unpaid utility services at that property. Duke Energy Ohio previously had transferred unpaid utility bills from other properties owned by Complainant to the WHT Property account, as authorized by Duke Energy Ohio's tariff on file with the Commission and other applicable rules and regulations. However, in connection with another pending complaint case filed by Complainant (Case #10-1260-EL-CSS), Duke Energy Ohio has removed all non-WHT Property utility charges from that account and transferred them back to the accounts associated with the applicable commercial and residential properties owned by Complainant. Complainant still owes Duke Energy Ohio for unpaid utility bills at her other properties, including 271 West McMicken, Cincinnati, Ohio and 1908 Vine Street, Cincinnati, Ohio.
6. Further answering, Duke Energy Ohio has complied with its tariffs on file with the Commission and all other applicable rules and regulations concerning the provision of

gas and electric services to Complainant at the WHT Property, and all utility charges, payments, credits and bills for services provided at that property.

7. Further answering, Duke Energy Ohio has acted properly and in accordance with its tariffs on file with the Commission with respect to all gas and electric services that were incurred by Complainant and billed by Duke Energy Ohio as of August 2, 2011, and which are at issue in these proceedings.
8. Further answering, Duke Energy Ohio states that Complainant has failed to comply with her obligations to pay all undisputed electric bills due and owing to Duke Energy Ohio for electric services provided by the Company at the WHT Property, and that the Company has fully complied with its tariff on file with the Commission and all other rules and regulations concerning the disconnection of electric services to Complainant, including but not limited to, Rules 4901-9-01(E) and 4901:1-10-15(G), O.A.C.

AFFIRMATIVE DEFENSES

9. The Complaint fails to state a claim against Duke Energy Ohio upon which relief may be granted.
10. 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.
11. Complainant's claims against Duke Energy Ohio in this case are already at issue in Case #10-1260-EL-CSS currently pending before the Commission and scheduled for hearing on October 31, 2011.
12. Complainant is manipulating the Commission's rules and regulations by filing duplicate complaints against Duke Energy Ohio in an effort to avoid having to pay for the electric

services provided by Duke Energy Ohio and used by Complainant at the WHT Property. Complainant filed this action on to delay a pending disconnection notice which Duke Energy Ohio had properly served on Complainant for nonpayment of electric bills at the WHT Property in accordance with the company's tariff on file with the Commission.

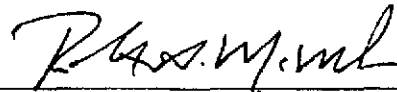
13. Duke Energy Ohio asserts as an affirmative defense that at all times relevant to Complainant's claims, Duke Energy Ohio has provided reasonable and adequate service and has billed the Complainant according to all applicable provisions of Title 49 of the Ohio Revised Code and regulations promulgated thereunder, and in accordance with all of Duke Energy Ohio's filed tariffs.
14. 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. 4901:1-10-22-23 and R.C. 4933.28 with respect to the Company's billings to Complainant.
15. 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. 4901:1-13-4 with respect to reading Complainant's meters.
16. 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. 4901:1-10-05 with respect to the meters installed at Complainant's property.
17. Duke Energy Ohio asserts as an affirmative defense that Complainant has not stated any request for relief, including relief which may be granted by this Commission.
18. Duke Energy Ohio asserts that to the extent Complainant is seeking monetary damages, such relief is beyond the scope of the jurisdiction of this Commission.

19. Duke Energy Ohio asserts as an affirmative defense that Complainant requested, received and enjoyed the benefit of the electric services provided by the Company at the WHT Property and, therefore, should pay Duke Energy Ohio for such services regardless of any technical or alleged issues or problems associated with the meters and billings.
20. 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, Duke Energy Ohio, Inc. respectfully moves this Commission to dismiss the Complaint of Almaz Ghebremariam for failure to set forth reasonable grounds for the Complaint and to deny Complainant's Request for Relief, if any.

Respectfully submitted,



Robert A. McMahon (0064319)
Counsel of Record
Eberly McMahon LLC
2321 Kemper Lane, Suite 100
Cincinnati, OH 45206
tel: (513) 533-3441
fax: (513) 533-3554
email: bcmahon@emh-law.com

Elizabeth H. Watts
Assistant General Counsel
Duke Energy Business Services Inc.
155 East Broad Street, 21st Floor
Columbus, OH 43215
tel: (614) 222-1331
fax: (614) 221-7556
email: elizabeth.watts@duke-energy.com

Attorneys for Duke Energy Ohio, Inc.

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Answer to the Complaint of Almaz Ghebremariam was served via regular US Mail, postage prepaid, this 17th day of August, 2011, upon the following:

Almaz Ghebremariam
1707 William Howard Taft Rd.
Cincinnati, OH 45206



Robert A. McMahon