

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

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|--|---|--------------------------------|
| Bobbie S. Maust, |) | |
| |) | |
| Complainant |) | |
| |) | |
| v. |) | Case No. 12-1531-EL-CSS |
| |) | |
| Border Energy Electric Service, |) | |
| |) | |
| Respondent. |) | |

**ANSWER, AFFIRMATIVE DEFENSES, AND
REQUEST PURSUANT TO 4901:1-10(A)(7) THAT ADDITIONAL PARTIES BE ADDED
TO THIS PROCEEDING, OF BORDER ENERGY ELECTRIC SERVICES, INC.**

Border Energy Electric Services, Inc. (“Border Energy”), through its counsel, answers the May 11, 2012 Complaint (“Complaint”) of Bobbie S. Maust (“Complainant”) and raises its affirmative defenses thereto as follows:

A. ANSWER

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1. Border Energy admits that in October 2011, the Complainant elected to have Border Energy supply her with residential electrical service through AEP’s Electric Customer Choice program.

2. As a participant in AEP’s Electric Customer Choice program, Border Energy supplied the Complainant with electrical energy as a Competitive Retail Electric Service Provider (“CRES”), and the Complainant continued to receive certain services from AEP.

3. After Border Energy acted as the CRES for Complainant’s electrical power usage, Border Energy admits that the Complainant received consolidated bills from AEP, which

included charges from AEP and also included Border Energy's costs for electric generation and transmission. Border Energy and AEP, through Columbus Southern Power and Ohio Power Company, are parties to agreements that permit Columbus Southern Power and Ohio Power Company to issue Consolidated Bills to applicable customers, including the Complainant.

4. Border Energy denies that it has failed to explain to the Complainant the specific charges attributable to Border Energy's CRES services that appear on the Complainant's consolidated bills generated by AEP.

5. The Complainant has not alleged that any of Border Energy's CRES charges were incorrect or inaccurate. To the extent necessary, Border Energy specifically denies that any of its billing charges to the Complainant were improper or incorrect.

6. Border Energy lacks knowledge or information sufficient to form a belief as to any of the charges appearing on Complainant's consolidated electricity bill other than those attributable to Border Energy's generation and transmission of electric energy.

7. Specifically, Border Energy lacks knowledge or information sufficient to form a belief as to AEP's charges and nature of billing practices, as those charges are governed by AEP's terms and conditions, and are dependent upon information only known to AEP and the Complainant.

8. Further responding, upon information and belief, at the time that the Complainant elected to participate in AEP's Electric Customer Choice program, and before Border Energy supplied any CRES services to the Complainant, the Complainant had a significant unpaid balance owed to AEP, and the Complainant had negotiated a prior payment plan arrangement with AEP, none of which involved Border Energy.

9. Border Energy denies that it is, in any way, responsible for AEP's charges on the consolidated bill, other than those attributable to Border Energy's CRES charges.

10. Border Energy denies that it has ever notified the Complainant that Border Energy would disconnect her electrical service due to nonpayment or due to a past due amount.

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11. Upon information and belief, AEP notified the Complainant that AEP would disconnect electrical service due to a past due amount.

12. Border Energy lacks knowledge or information sufficient to form a belief as to AEP's disconnection notices, or as to the Complainant's payment history to AEP.

13. Border Energy lacks knowledge or information sufficient to form a belief as to the Complainant's efforts to avoid disconnection, including the Complainant's and the Complainant's spouse's medical needs.

14. Border Energy denies that it is, in any way, responsible for AEP's disconnection notices.

15. Upon information and belief, on the disconnect notices that AEP sent to the Complainant, AEP notified the Complainant that "[i]f disconnection of service for nonpayment would be especially dangerous to the health of a household member, a medical certification program and forms are available from [AEP]."

16. Border Energy admits that prior to filing the Complaint, the Complainant notified Border Energy that she wanted to discontinue with AEP's Electric Customer Choice program.

17. Further responding, prior to the filing of the Complaint, Border Energy ceased providing CRES services to the Complainant.

18. Border Energy lacks knowledge or information sufficient to form a belief as to the amount that the Complainant currently owes to AEP for her electrical service as that calculation is dependent upon payment plan information between AEP and the Complainant and concerns matters billed to the Complainant by AEP for AEP's services.

19. Border Energy denies that it is currently the CRES provider for the Complainant's electric service.

B. AFFIRMATIVE DEFENSES

1. Border Energy denies each and every allegation of fact and conclusion of law not expressly admitted herein.

2. Border Energy asserts as an affirmative defense that the Complaint fails to allege any violation of any rule(s), regulation(s) or law(s) that would constitute a violation of any sort, or any unlawful action, and thus, the Complaint should be dismissed.

3. Border Energy asserts as an affirmative defense that the Complainant has failed to state a prayer for relief that can properly be granted by the Commission. The Commission has no jurisdiction to order a "town hall meeting." Because the Commission has no authority to award the relief sought, the Commission lacks jurisdiction over the Complaint and the relief requested therein. The Complaint should therefore be dismissed.

4. Border Energy asserts as an affirmative defense that the consolidated bills mailed to the Complainant for costs owed for both AEP and Border Energy services are permitted under the applicable tariff and regulations, and that Border Energy has not deviated from those regulations in its consolidated billing practices.

5. To the extent that the Complainant's consolidated bills are incorrect or inaccurate for matters billed for AEP's services, the Complainant has been damaged by the actions of third parties for whom Border Energy is not liable. The Complainant has not alleged that Border Energy has improperly billed the Complainant for the CRES services, and the Complaint must therefore be dismissed.

6. Border Energy 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.

WHEREFORE, Border Energy requests that the Complaint be dismissed with prejudice. Border Energy further requests that the Commission issue an Entry pursuant to Ohio Administrative Code 4901:1-10(A)(7), adding Columbus Southern Power and Ohio Power Company as parties to this proceeding and ordering them to file an Answer accordingly.

Respectfully submitted,

BORDER ENERGY ELECTRIC SERVICES, INC.

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Its Attorneys

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Answer and Affirmative Defenses of Border Energy Electric Services, Inc. was provided to the person listed below via U.S. mail, postage prepaid, on June 4, 2012:

Bobbie S. Maust
8709 Shear Dr.
Powell, Ohio 43065

/s/ Michele L. Noble

Michele L. Noble

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Case No(s). 12-1531-EL-CSS

Summary: Answer electronically filed by Carolyn S Flahive on behalf of Border Energy Electric Services, Inc.