

BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

Drewfab)	
c/o Drew Herdeman, President)	
320 S. State Street)	
Harrison, OH 45030)	
)	
Complainant,)	Case No. 21-0821-EL-CSS
)	
v.)	
)	
Duke Energy Ohio, Inc.)	
)	
Respondent.)	

ANSWER OF DUKE ENERGY OHIO, INC.

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

1. Duke Energy Ohio lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 1 of the Complaint and, therefore, denies such allegations.
2. Duke Energy Ohio lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 2 of the Complaint and, therefore, denies such allegations.
3. Duke Energy Ohio admits the allegations of paragraph 3 of the Complaint.
4. Duke Energy Ohio admits that Mr. Herdeman contacted the Company because Complainant wanted to upgrade its 1 phase 120/240V service and an old 240V service to a 3 phase 277/480V service. Duke Energy Ohio lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 4 of the Complaint and, therefore, denies such allegations.

5. Duke Energy Ohio lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 5 of the Complaint and, therefore, denies such allegations. Further answering, Duke Energy Ohio states that it offered Complainant with an overhead and underground option for the requested service work; Complainant would be financially responsible for a lower dollar amount of Duke Energy Ohio's services for the underground option but also be responsible for more work and cost on its end; and Complainant would pay less money for the more expensive overhead service conductor but not have to do any trenching or conduit work of its own.

6. Duke Energy Ohio lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 6 of the Complaint and, therefore, denies such allegations. Further answering, Duke Energy Ohio states that it offered Complainant with an overhead and underground option for the requested service work; Complainant would be financially responsible for a lower dollar amount of Duke Energy Ohio's services for the underground option but also be responsible for more work and cost on its end; and Complainant would pay less money for the more expensive overhead service conductor but not have to do any trenching or conduit work of its own.

7. Duke Energy Ohio admits the allegations of paragraph 7 of the Complaint.

8. Duke Energy Ohio admits that Complainant approved and paid the invoice. Duke Energy Ohio lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 8 of the Complaint and, therefore, denies such allegations.

9. Duke Energy Ohio lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 9 of the Complaint and, therefore, denies such allegations.

10. Duke Energy Ohio lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 10 of the Complaint and, therefore, denies such allegations.

11. Duke Energy Ohio lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 11 of the Complaint and, therefore, denies such allegations.

12. Duke Energy Ohio lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 12 of the Complaint and, therefore, denies such allegations. Further answering, Duke Energy Ohio states that the Company had to rebill certain gas and electric charges on Complainant's account after the gas and electric meters had to be replaced.

13. Duke Energy Ohio lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 13 of the Complaint and, therefore, denies such allegations.

14. Duke Energy Ohio admits the allegations of paragraph 14 of the Complaint.

15. Duke Energy Ohio lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 15 of the Complaint and, therefore, denies such allegations.

16. Duke Energy Ohio lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 16 of the Complaint and, therefore, denies such allegations.

17. Duke Energy Ohio denies the allegations of paragraph 17 of the Complaint.

18. Duke Energy Ohio lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 18 of the Complaint and, therefore, denies such allegations.

19. Duke Energy Ohio admits that Complainant made a partial payment. Duke Energy Ohio lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 19 of the Complaint and, therefore, denies such allegations.

20. Duke Energy Ohio admits that Complainant suspended gas services on its account. Duke Energy Ohio lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 20 of the Complaint and, therefore, denies such allegations.

21. Duke Energy Ohio admits the allegations of paragraph 21 of the Complaint. Further answering, Duke Energy Ohio states that the Company suspended the disconnection notice on Complainant's account.

22. Duke Energy Ohio lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 22 of the Complaint and, therefore, denies such allegations.

23. 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. The Complaint does not assert any allegations of fact that would give rise to a cognizable claim against Duke Energy Ohio, nor does the Complaint allege that Duke Energy Ohio did or failed to do something in violation of applicable Ohio law.

3. Duke Energy Ohio asserts as an affirmative defense that pursuant to R.C. 4905.26 and O.A.C. 4901-9-01-(C)(3), Complainant has failed to set forth reasonable grounds for complaint.

4. Duke Energy Ohio asserts as an affirmative defense that, pursuant to R.C. 4905.26, the Company furnished electric services to its customer of record on the account that were adequate, just, and reasonable, and that all charges made or demanded for the Company's services

were just, reasonable and not more than allowed by law, the Company's filed tariffs, or by order of the Commission.

5. 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 its customer of record on its account 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.

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. 4901:1-10-22-23 and R.C. 4933.28 with respect to the Company's billings on Complainant's account.

7. 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 the meter on Complainant's account.

8. 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 meter on Complainant's account.

9. Duke Energy Ohio asserts that to the extent Complainant is seeking monetary damages and other injunctive relief, such relief is beyond the scope of the jurisdiction of this Commission.

10. Duke Energy Ohio asserts as an affirmative defense that pursuant to OAC 4901-1-08(A), corporations and limited liability companies must be represented by attorneys in proceedings before the Commission. However, an attorney did not file the Complaint in this

action, and no attorney has filed an appearance in this case on behalf of Complainant. Therefore, Complainant's Complaint should be dismissed.

11. 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 Drewfab for failure to set forth reasonable grounds for the Complaint and to deny Complainant's Request for Relief, if any.

Respectfully submitted,

/s/ Robert A. McMahon

Robert A. McMahon (0064319)
Counsel of Record
Eberly McMahon Copetas LLC
2245 Gilbert Avenue, Suite 101
Cincinnati, OH 45206
tel: (513) 533-3441/fax: (513) 533-3554
email: bcmahon@emclawyers.com

Rocco O. D'Ascenzo (0077651)
Deputy General Counsel
Duke Energy Business Services Inc.
139 East Fourth Street, EM1303
Cincinnati, OH 45202
tel: (513) 287-4320
fax: (513) 287-4385
email: rocco.dascenzo@duke-energy.com

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, on this 16th day of August, 2021, upon the following:

Drewfab
c/o Drew Herdeman, President
320 S. State Street
Harrison, OH 45030

/s/ Robert A. McMahon

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

8/16/2021 3:36:02 PM

in

Case No(s). 21-0821-EL-CSS

Summary: Answer Answer of Duke Energy Ohio, Inc. electronically filed by Mr. Robert A. McMahon on behalf of Duke Energy Ohio, Inc.