



DUKE ENERGY CORPORATION

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VIA OVERNIGHT DELIVERY

June 17, 2011

Mr. Jeff Derouen
Executive Director
Kentucky Public Service Commission
211 Sower Blvd
Frankfort, KY 40601

RECEIVED

JUN 20 2011

PUBLIC SERVICE
COMMISSION

Re: Case No. 2011-00176
Michael T. Moore vs. Duke Energy Kentucky, Inc.

Dear Mr. Derouen:

Enclosed please find an original and twelve copies of Duke Energy Kentucky Inc.'s response to Staff's First Set of Data Requests in the above captioned case.

Please date-stamp the two copies of the letter and the Data Requests and return to me in the enclosed envelope.

Sincerely,

Kristen Cocanougher

cc: Larry Cook (w/enclosures)

VERIFICATION

State of Indiana)
)
County of Hendricks)

SS:

The undersigned, Melissa Coffman, being duly sworn, deposes and says that she is the Customer Service Representative, Call Center, that she has supervised the preparation of the response to the foregoing information request; and that the matters set forth in the foregoing response to information request are true and accurate to the best of her knowledge, information and belief, after reasonable inquiry.

Melissa Coffman
Melissa Coffman, Affiant

Subscribed and sworn to before me by Melissa Coffman on this 16th day of June 2011.

Deane M. Clack
NOTARY PUBLIC

My Commission Expires: April 17, 2014

**Duke Energy Kentucky
Case No. 2011-176
Staff First Set Data Request
Date Received: June 10, 2011**

STAFF-DR-01-001

REQUEST:

Duke's Answer filed June 6, 2011 admits that electric meter 72733509 was replaced with the installation of meter number 108011234 on or about February 26, 2010 on Complainant's premises at "330 Center Street, Apartment 3A, Bellevue, Kentucky." The Certificate of Service for the Answer lists Complainant's address as "330 Center Street, Apartment 3D," Bellevue, Kentucky. Complainant's Complaint lists his address as 330 Center Street, Apartment "3D," Bellevue, Kentucky. Confirm that the reference in paragraph 1 of Duke's Answer stating Complainant's address as Apartment "3A" is a typographical error.

RESPONSE:

The building is located at 330 Center Street and it is a multi-unit apartment building, which Complainant owns and is the landlord. The meter replaced was feeding the service at 330 Center Street, Apartment A – that account is listed in one of the tenant's names. The Complainant listed his address as 330 Center Street, Apartment D on the Complaint. Duke Energy Kentucky mailed the Answer to the Apartment D address.

PERSON RESPONSIBLE: Legal
Melissa Coffman

**Duke Energy Kentucky
Case No. 2011-176
Staff First Set Data Request
Date Received: June 10, 2011**

STAFF-DR-01-002

REQUEST:

Duke's Answer at paragraph 10 under its Motion to Dismiss portion refers to "(t)he attached Exhibit A" yet no Exhibit A was attached. Provide Exhibit A referred to in the Answer.

RESPONSE:

Duke Energy Kentucky's reference to Section III, Paragraph 1, should be First Revised Sheet No. 22. Section III, Paragraph 1. See Staff-DR-01-002 Attachment.

PERSON RESPONSIBLE: Legal

Duke Energy Kentucky, Inc.
4580 Olympic Blvd.
Erlanger, Kentucky 41018

KY.P.S.C. Electric No. 2
First Revised Sheet No. 21
Cancelling and Superseding
Original Sheet No. 21
Page 1 of 3

SECTION II - SUPPLYING AND TAKING OF SERVICE

1. Supplying of Service.

Service is supplied only under and pursuant to these Service Regulations and any modifications or additions thereto lawfully made, and such applicable Rate Schedules and Riders as may from time to time be lawfully fixed. Service is supplied under a given Rate Schedule only at such points of delivery as are adequate and suitable, as to capacity and voltage, for the service desired; otherwise special agreements between Customer and Company may be required.

Service will not be supplied or continued to any premises if the applicant or customer is indebted to the Company for service previously supplied at the same or any other premises until payment of such indebtedness shall have been made. Unpaid balances of previously rendered Final Bills may be transferred to any account for which the customer has responsibility and may be included on initial or subsequent bills for the account to which the transfer was made. Such transferred Final Bills, if unpaid, will be a part of the past due balance of the account to which they are transferred and will be subject to the Company's collection and disconnection procedures. Final Bills may be transferred regardless of whether they are for combination gas and electric or gas only or electric only charges. The Company shall have the right to transfer Final Bills between residential and commercial with residential characteristics (e.g., service supplying common use facilities of any apartment building) revenue classifications.

Notwithstanding the provisions of 807 KAR 5:006, Section 15, Winter Hardship Reconnection to the Contrary, service will not be supplied or continued to any premises if at the time of application for service the applicant is merely acting as an agent of a present or former customer who is indebted to the Company for service previously supplied at the same or other premises until payment of such indebtedness shall have been made. Service will not be supplied where the applicant is a partnership or corporation whose general partner or controlling stockholder is a present or former customer who is indebted to the Company for service previously supplied at the same premises until payment of such indebtedness shall have been made.

2. Information Relative to Service.

Information relative to the service that will be supplied at a given location should be obtained from Company. Company will not be responsible for mistakes of any kind resulting from information given orally. Such information must be confirmed in writing.

3. Continuity of Service.

The Company shall make reasonable provisions to supply satisfactory and continuous electric service, but 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 unavoidable accident or casualty, extraordinary action of the elements, action of any governmental authority, litigation, or by any cause which the Company could not have reasonably foreseen and made provision against.

Issued by authority of an Order of the Kentucky Public Service Commission dated December 21, 2006 in Case No. 2006-00172.

Issued: September 29, 2010

Effective: September 30, 2010

Issued by Julie Janson, President

Duke Energy Kentucky, Inc.
4580 Olympic Blvd.
Erlanger, Kentucky 41018

KY.P.S.C. Electric No. 2
First Revised Sheet No. 21
Cancelling and Superseding
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SECTION II - SUPPLYING AND TAKING OF SERVICE (Contd.)

4. Suspension of Service for Repairs and Changes.

When necessary to make repairs to or changes in Company's plant, generating equipment, transmission or distribution system, or other property, Company may without incurring any liability therefor, suspend service for such periods as may be reasonably necessary, and in such manner as not to inconvenience Customer unnecessarily.

5. Use of Service.

Service is supplied directly to Customer through Company's own meter and is to be used by Customer only for the purposes specified in and in accordance with the provisions of the Service Agreement and applicable Rate Schedule. Service is for Customer's use only and under no circumstances may Customer or Customer's agent or any other individual, association or corporation install meters for the purpose of remetering or reselling or otherwise disposing of service supplied Customer except as follows:

- (a) If on November 10, 1953, Customer was engaged in resale under a rate which permitted resale, the Company will continue to furnish electricity for resale at the same premises under the applicable effective rate schedule only on the condition that any charge made by Customer for service resold shall not exceed the charge determined in accordance with Company's applicable rate, as in effect from time to time, for like service, until and unless otherwise ordered by the Kentucky Public Service Commission.
- (b) Customer operating an automobile trailer camp, with consent of Company may install meters and resell electricity to individual trailers only on the same condition in respect to charges as stated in paragraph (a), above.

Customer will not build lines across or under a street, alley, lane, court or avenue or other public or private space in order to obtain service for adjacent property through one meter even though such adjacent property be owned by Customer. Consent may be given when such adjacent properties are operated as one integral unit under the same name and for carrying on parts of the same business.

In case of unauthorized remetering, sale, extension or other disposition of service, Company may immediately discontinue the supplying of service to Customer until such unauthorized act is discontinued and full payment is made for all service supplied or used, billed on proper classification and Rate Schedule, and reimbursement in full made to Company for all extra expenses incurred, including expenses for clerical work, testing and inspections.

No other electric light or power service, shall, except under a contract for auxiliary or supplementary service, be used by Customer on the same installation in conjunction with Company's service, either by means of a "Throwover" switch or any other connection.

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SECTION II - SUPPLYING AND TAKING OF SERVICE (Contd.)

6. Customer's Responsibility.

Customer assumes all responsibility on Customer's side of the point of delivery (the end of the Company's service drop, or where Company's wires are joined to Customer's wires or apparatus) for the service supplied or taken, as well as for the electrical installation, appliances and apparatus used in connection therewith, and will save Company harmless from and against all claims for injury or damage to persons or property occasioned by or in any way resulting from such service or the use thereof on Customer's side of the point of delivery.

7. Right-of-Way.

Customer is responsible for all conveyances to Company for all right-of-way satisfactory to it across the property owned or controlled by Customer for Company's lines or extensions thereof necessary or incidental to the supplying of service to Customer, or customers beyond Customer's property when such rights are limited to installations along dedicated streets and roads.

8. Access to Premises.

The properly authorized agents of the Company shall at all reasonable hours have free access to the premises for the purpose of inspecting the Customer's installation and of examining, repairing or removing the Company's meters, or other property, reading of meters and all other purposes incident to the supplying of service, and for such purpose the Customer authorizes and requests his landlord, if any, to permit such access to the premises.

9. Location of Customer's Service Terminals.

Customer's service terminals are to be located at a point readily accessible to Company's service mains, such point to be determined by Company.

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SECTION III - CUSTOMER'S INSTALLATIONS

1. Nature and Use of Installation.

All wiring and other electrical equipment in the premises or connecting the premises with Company's service, furnished by the Customer, shall be suitable for the purposes thereof, and shall be maintained by Customer at all times in conformity with the safety requirements of the accredited agency having jurisdiction and with the rules, regulations and requirements of Company in force from time to time.

2. Low Power Factor Equipment Installation.

In the case of neon lamps, mercury vapor lamps, and other gaseous tube lamps or devices, motors and other equipment having low power factors, served under the Company's standard rate schedules, not having Power Factor Correction Provision, the Customer will be required to provide at his own expense power factor corrective equipment designed to increase the power factor of any such lamps or devices, motors and other equipment to not less than .85.

When the power factor of any such equipment on the Customer's premises is less than .85, the following provision will apply:

- (a) When the billing demand is determined by estimate based on the connected load of the Customer's installation, the wattage of such equipment will be taken as the volt ampere input or rating of such equipment.
- (b) When the billing demand is measured by demand instruments, to the demand so established will be added the difference between the rating in watts of such equipment, and the input or rating of such equipment in volt amperes.

3. Special Power Apparatus.

In the case of hoists, elevators, welding machines or other installations, where the use of electricity is intermittent or subject to violent fluctuations, Company reserves the right to use the input rating or the metered instantaneous demand of such equipment under maximum operating conditions, for billing purposes, or to require the Customer to provide at his own expense, suitable equipment to reasonably limit such intermittence or fluctuation.

4. Changes in Installations.

As Company's service drops, transformers, meters, and other facilities used in supplying service to Customer have a limited capacity, Customer should give notice to Company, and obtain Company's consent, before making any material changes or increases in his installation. Company as promptly as possible after receipt of such notice will give its written approval to the proposed change or increase, or will advise Customer upon what conditions service can be supplied for such change or increase. Any change affecting an estimated billing demand shall be rerated by Company's inspector and shall become effective from the succeeding meter reading.

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