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**PUBLIC SERVICE
COMMISSION**

**COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION**

In the Matter of:

NICOLAS PANGALLO
COMPLAINANT

v.

DUKE ENERGY KENTUCKY, INC.
DEFENDANT

CASE NO. 2026-00130

**COMPLAINANT'S REPLY TO DUKE ENERGY KENTUCKY, INC.'S
ANSWER**

Complainant	Nicolas Pangallo, Pro Se
Service Address	2751 Alexandria Ave, Latonia, KY 41015
Account Number	██████████
Date of Reply	July 1, 2026
In Response To	Duke Energy Kentucky, Inc.'s Answer filed June 18, 2026

I. INTRODUCTION

Complainant Nicolas Pangallo hereby submits this Reply to Duke Energy Kentucky, Inc.'s Answer filed June 18, 2026. Duke Energy's Answer, while admitting several key facts, contains internal contradictions and relies on selective quotation from the February 17, 2026 call that obscures the full context of what was reported. Complainant also formally requests that the Commission compel production of the February 17, 2026 call recording, which Duke Energy has refused to provide voluntarily.

II. INTERNAL CONTRADICTION IN DUKE ENERGY'S ANSWER

Duke Energy's Answer contains a direct internal contradiction that undermines the credibility of their position:

Paragraph 4 vs. Paragraph 5

In paragraph 4 of its Answer, Duke Energy states:

"...the technician found that no leaks were present in any of the Company's natural gas equipment."

In paragraph 5 of the same Answer, Duke Energy states:

"During the April 7, 2026 visit, the Company's technician identified a very small leak in the Complainant's equipment, specifically inside the customer's furnace cabinet, at the fitting before the control valve, measuring 10 LEL."

These two statements appear in consecutive paragraphs of Duke Energy's own Answer. The second directly contradicts the first. If the technician found no leaks in paragraph 4, how did he identify and repair a leak in paragraph 5? Duke Energy cannot have it both ways. A repair cannot be made if there is nothing to repair. A leak measuring 10 LEL at the furnace fitting is, by definition, a leak — regardless of whether Duke Energy characterizes it as occurring in the customer's equipment rather than their own lines.

III. DUKE ENERGY'S SELECTIVE QUOTATION FROM THE FEBRUARY 17 CALL

Duke Energy's Answer relies heavily on the February 17, 2026 call to establish that Complainant never reported a safety concern sufficient to require a technician dispatch. However, the manner in which Duke Energy has chosen to quote from that call raises serious concerns.

In paragraph 12, Duke Energy quotes Complainant as saying "no funny smell" and references gas alarms showing nothing. However:

- Duke Energy does not provide a complete verbatim transcript of the February 17 call — only selected phrases that support their position.
- The phrase "no funny smell" was stated in the context of discussing gas alarms not triggering — not as an affirmative denial of any concern. There is a meaningful difference between "my gas alarms are not going off" and "I have no safety concern."
- Complainant clearly reported a suspected gas leak based on abnormal billing — a legitimate safety concern regardless of whether an odor was detectable at that moment. The absence of a detectable odor does not mean there is no leak. The April 7 visit confirmed this — a 10 LEL leak existed that had not triggered the gas alarms.
- Duke Energy admits in paragraph 12 that it "did not dispatch a technician to the Premises on February 17, 2026." This is an admission of fact. The question for the Commission is whether that failure was appropriate given the nature of the call.

The complete February 17 call recording is the only objective evidence that can resolve this factual dispute. Duke Energy has access to this recording and has refused to

produce it voluntarily, telling Complainant a subpoena would be required. Complainant formally requests the Commission compel its production, as detailed in Section V below.

IV. DUKE ENERGY'S OWN EXHIBIT A CONTRADICTS THEIR NARRATIVE

Duke Energy submitted the April 7, 2026 service report as Exhibit A. A careful reading of that document reveals information that contradicts Duke Energy's characterization of events:

Exhibit A — Service Order Classification: "13-Leak (SMELL)" — The service order for the April 7 visit is categorized as a smell-related leak call. This is Duke Energy's own internal classification.

Exhibit A — Condition Found: "11 LEAK INSIDE" — Duke Energy's own system documents the condition found as a leak inside the premises.

Exhibit A — Action Taken: "02 PERM REPAIR" — Duke Energy's own system documents that a permanent repair was performed. A permanent repair cannot be performed if there is nothing to repair.

Exhibit A — Remarks: "Gas Odor: Y" — Duke Energy's own service record from April 7 documents gas odor as YES. Their Answer argues Complainant denied any odor on February 17 — yet their own April 7 records confirm odor was present at the premises.

Exhibit A — Remarks: "Smell was coming at one point from kitchen" — This is documented in Duke Energy's own service notes, corroborating Complainant's account of the kitchen smell that led to shutting off the stove line in late February 2026.

Duke Energy states in their Answer that they "deny any contradiction between any service report and alleged technician statements." However, the service report they themselves submitted as Exhibit A documents: a smell-classified call, a leak inside condition, a permanent repair, gas odor present, and smell from the kitchen. These are Duke Energy's own records, not Complainant's allegations.

V. FORMAL REQUEST FOR PRODUCTION OF FEBRUARY 17, 2026 CALL RECORDING

Complainant formally requests that the Kentucky Public Service Commission issue an Order compelling Duke Energy Kentucky, Inc. to produce the complete recording and associated account notes from the February 17, 2026 customer service call on account number [REDACTED].

The grounds for this request are as follows:

- The February 17, 2026 call is the central factual dispute in this case. Duke Energy's entire defense rests on their characterization of what was said on that call. The recording is the only objective evidence that can resolve this dispute.
- Duke Energy has provided only selective quotations from the call rather than a complete transcript. Selective quotation without full context is insufficient for the Commission to make an informed determination.
- When Complainant requested the recording directly from Duke Energy, he was told a subpoena would be required. Duke Energy's refusal to voluntarily produce a customer's own call record — in the context of an active regulatory dispute — is itself unusual and suggests the recording may contain content that does not support their current characterization.
- The Commission has authority under KRS 278.260 and its regulatory powers to compel production of records relevant to a complaint proceeding. Complainant respectfully requests the Commission exercise this authority.
- The installment plan created on February 17, 2026 — documented on Duke Energy's own March 2026 bill as Plan #100906289006 with a start date of February 17, 2026 — proves Duke Energy processed and acted on that call the same day. They cannot claim the call was insufficient to trigger a safety response while simultaneously using it as the documented start date of a formal financial agreement.

VI. THE BILLING DISPUTE REMAINS UNRESOLVED

Duke Energy denies that Complainant's billing was inflated and states that billing was based on actual metered usage. While Complainant does not dispute that the meter readings were accurate, accurate meter readings do not mean the billing is fair when those readings reflect gas consumed through a confirmed active leak.

Duke Energy admits in paragraph 20 of their Answer that:

- November 2025 (10/17-11/14): 46°F average — 69 CCF
- December 2025 (11/15-12/15): 31°F average — 137 CCF
- January 2026 (12/16-1/16): 38°F average — 138 CCF
- February 2026 (1/17-2/13): 24°F average — 223 CCF

Duke Energy denies that these figures entitle Complainant to a billing reduction. However, Duke Energy's denial does not address the core argument: that January 2026 was 7 degrees warmer than December 2025 yet consumed nearly identical gas (138 vs 137 CCF). Under normal heating conditions, warmer temperatures produce lower gas usage. This anomaly is consistent with an active and worsening leak — not normal heating demand. Duke Energy has offered no explanation for this specific anomaly.

Furthermore, Duke Energy states in paragraph 8 of their Answer that "the Company went above and beyond in assisting Complainant with a small leak in his own equipment, for which he is responsible." If the leak was so small and so clearly in the customer's equipment, Duke Energy has not explained how it could have contributed to usage levels nearly double the weather-adjusted baseline. Duke Energy cannot simultaneously argue the leak was insignificant and that billing was accurate throughout the period the leak was active.

VII. RELIEF REQUESTED

Complainant respectfully requests the following relief from the Commission:

1. An Order compelling Duke Energy Kentucky, Inc. to produce the complete audio recording and associated account notes from the February 17, 2026 customer service call on account number [REDACTED], within 10 days of the Commission's Order.
2. An Order requiring Duke Energy to provide a complete verbatim transcript of the February 17, 2026 call, not selective quotations, so the Commission can assess the full context of what was reported.
3. A finding that Duke Energy's Answer contains an internal contradiction between paragraphs 4 and 5 regarding whether a leak was found on April 7, 2026, and that the Commission address this contradiction in its determination.
4. A finding that Duke Energy's own Exhibit A — submitted by Duke Energy — documents a smell-classified service order, a leak inside condition, a permanent repair, gas odor present, and smell from the kitchen, all of which are consistent with Complainant's account and inconsistent with Duke Energy's characterization of events.
5. An adjustment to Installment Plan #100906289006 to remove the 131 excess CCF identified in Complainant's weather-adjusted billing analysis — representing gas

consumed through a confirmed active leak during the period Duke Energy failed to investigate a reported safety concern.

6. An Order directing Duke Energy to provide a reasonable extended payment arrangement for any legitimate remaining balance, taking into account that Complainant is on disability and SSI with a fixed income.
7. Such other relief as the Commission deems appropriate and just.

VIII. CONCLUSION

Duke Energy's Answer asks the Commission to dismiss this Complaint on the basis that: (1) Complainant denied an odor on February 17; (2) the leak was in Complainant's equipment, not Duke Energy's lines; and (3) billing was based on accurate meter readings.

Each of these arguments has significant problems. The February 17 call recording — which Duke Energy refuses to produce — is the only way to resolve the first argument. Duke Energy's own Answer contradicts itself on the second. And accurate meter readings do not resolve the question of whether gas consumed through a confirmed active leak should be billed to the customer when the utility failed to investigate a reported safety concern for over six weeks.

Complainant respectfully requests the Commission compel the call recording, address the internal contradictions in Duke Energy's Answer, and grant the relief requested herein.

Respectfully submitted,

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Date: July 1, 2026