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VIA EMAIL: [PSCED@ky.gov](mailto:PSCED@ky.gov)

June 18, 2026

Ms. Linda C. Bridwell  
Executive Director  
Kentucky Public Service Commission  
211 Sower Boulevard  
Frankfort, Kentucky 40602-0615

**RECEIVED**

**JUN 18 2026**

**PUBLIC SERVICE  
COMMISSION**

**Re: Case No. 2026-00130**

In the Matter of Nicolas Pangallo v. Duke Energy Kentucky, Inc.

Dear Ms. Bridwell:

Duke Energy Kentucky, Inc. hereby submits electronically pursuant to 807 KAR 5:001, Section 8, its Answer to the formal complaint in the above-captioned case.

I certify that the electronically filed documents are true and accurate copies of the original documents. A paper copy of this filing was mailed via U.S. Mail on June 18, 2026 to the Complainant.

Respectfully submitted,

*/s/Larisa M. Vaysman*

Larisa M. Vaysman (98944)

Associate General Counsel

Duke Energy Business Services LLC

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*Counsel for Duke Energy Kentucky, Inc.*

Enclosures: As stated

Cc: Mr. Nicholas Pangallo (via regular mail)

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

In the Matter of:

NICOLAS PANGALLO	)	
	)	
COMPLAINANT	)	CASE NO.
	)	2026-00130
v.	)	
	)	
DUKE ENERGY KENTUCKY, INC.	)	
	)	
DEFENDANT	)	

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**DUKE ENERGY KENTUCKY, INC.’S ANSWER**

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Now comes Duke Energy Kentucky, Inc. (Duke Energy Kentucky or Company), by and through counsel, and pursuant to the Kentucky Public Service Commission (Commission)’s June 8, 2026 Order in this matter, does hereby respectfully tender its Answer to the Complaint filed in this proceeding on May 18, 2026 (Complaint).

**I. INTRODUCTION**

1. Nicolas Pangallo (Complainant) is a customer of Duke Energy Kentucky, receiving natural gas service at 2751 Alexandria Ave, Latonia, Kentucky 41015 (the Premises).

2. On February 17, 2026, Complainant contacted Duke Energy Kentucky and stated that the measured usage on his account was higher than he believed to be accurate and that this might mean there was a gas leak. Complainant did not report any odor and, in fact, denied that any odor was present.

3. On February 17, 2026, a Company representative, with Complainant’s

acceptance, enrolled Complainant in a payment plan.

4. After additional calls from Complainant, the Company dispatched a technician to the Premises on April 7, 2026, and the technician found that no leaks were present in any of the Company's natural gas equipment.

5. 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.

6. Although the Company has no legal obligation to maintain a customer's equipment,<sup>1</sup> as a courtesy, on April 7, 2026, the Company's technician tightened a fitting and thereby eliminated the small leak in the Complainant's equipment.

7. At all times relevant to this Complaint (which commences with events on February 17, 2026), Complainant's natural gas billing was based on actual metered usage and was accurately calculated.

8. There was no leak or any deficiency with Duke Energy Kentucky's natural gas equipment on the Premises and the Company went above and beyond in assisting Complainant with a small leak in his own equipment, for which he is responsible.

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<sup>1</sup> See 807 KAR 5:022, Section 4(2)(a) (delineating utility's and customer's responsibilities with respect to service lines); K.Y.P.S.C. Gas No. 2, Sheet No. 21, p. 3 ("Customer assumes all responsibility on Customer's side of the point of delivery (outlet side of the meter) for the service supplied or taken, as well as for the 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."); *id.*, Sheet No. 23, p. 1 ("Except as otherwise provided in these Service Regulations, in Service Agreements or Rate Schedules, Company will install and maintain its lines and equipment on its side of the point of delivery, **but shall not be required to install or maintain any lines or equipment, except meters and service regulators on Customer's side of the point of delivery** without cost to Customer.") (emphasis added).

9. The Company did not disconnect Complainant during the pendency of his informal and formal complaints, notwithstanding the appearance of a disconnection notice on his bill.

## **II. ANSWER**

In response to the allegations contained in the Complaint, Duke Energy Kentucky states as follows:

10. With respect to the personal information given at the top of the first page of the Complaint, in a box, Duke Energy Kentucky generally admits:

- a. That Complainant's name is Nicolas Pangallo;
- b. That the Complainant is a customer of Duke Energy Kentucky for both electric and natural gas service; and,
- c. That the Complainant's service address is at the Premises.

11. With respect to the allegations contained in the first paragraph on the first page of the Complaint, titled "Nature of Complaint," Duke Energy Kentucky responds that these allegations purport to describe the Complaint itself, which speaks for itself and no response is required.

12. With respect to the allegations contained in the second paragraph of the Complaint, which runs from the bottom of the first page of the Complaint to the top of the second page of the Complaint and is numbered "II.1," Duke Energy Kentucky admits that Complainant called Duke Energy Kentucky and stated that the measured usage on his account was higher than he believed to be accurate and that this might mean there was a gas leak. Answering further, Duke Energy Kentucky states that Complainant did not report an odor of gas. Answering further, Duke Energy Kentucky states that its representative

specifically asked Complainant if he “smell[ed] something... anything funny?” and Complainant answered that he did not. Answering further, Complainant stated that he had “gas alarms” at his home and “nothing’s been showing with those” and there was “no funny smell.” Answering further, Duke Energy Kentucky admits that it offered to place Complainant on an extended payment plan and that Complainant accepted its offer. Answering further, Duke Energy Kentucky admits that it did not dispatch a technician to the Premises on February 17, 2026. Answering further, Duke Energy Kentucky denies the allegation that it was obligated to send a technician to the Premises on the basis of Mr. Pangallo’s February 17, 2026 call.

13. With respect to the allegations contained in the paragraph near the top of the second page of the Complaint numbered “II.2,” Duke Energy Kentucky is without information to admit or deny whether the customer identified any particular gas line or shut it off and therefore denies such allegation. Answering further, Duke Energy Kentucky admits that Complainant’s gas usage for the period of 1/17/26-2/13/26 was 223 ccf, and for the period of 2/14/26-3/16/26, was 88 ccf. Answering further, Duke Energy Kentucky denies that Complainant’s usage over these periods “validate[s]” Complainant’s allegations.

14. With respect to the allegations contained in the paragraph near the top of the second page of the Complaint numbered “II.3,” Duke Energy Kentucky admits that on March 30, 2026, Complainant called the Company again regarding his natural gas service. Answering further, Duke Energy Kentucky admits that a technician was dispatched to the Premises on April 7, 2026. Answering further, Duke Energy Kentucky admits that the 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. Answering further, Duke Energy Kentucky admits that its technician tightened a fitting and eliminated the identified very small leak. Answering further, Duke Energy Kentucky states that the term "service report" is too vague and ambiguous to permit a response to the allegation that "the service report does not clearly document the confirmed leak,"<sup>2</sup> and therefore denies this allegation. Answering further, Duke Energy Kentucky states that the technician made an adequate note after the completion of the visit, attached as Exhibit A, which stated, among other things, "[U]pon arrival valve @ [oven] range was off turned on [and found] zero reads, checked HL [housetline] found 10 LEL @ furnace tightened and rechecked zero reads, dial test passed, left stove valve off per customer relit WH [water heater] no gas or co present at this time."<sup>3</sup> Duke Energy Kentucky denies any contradiction between any "service report" and alleged technician statements.

15. With respect to the allegations contained in the paragraph on the second page of the Complaint numbered "II.4," Duke Energy Kentucky admits Complainant called Duke Energy Kentucky on May 6, 2026, to dispute charged amounts. Answering further, Duke Energy Kentucky denies that bills or charges were "inflated." Answering further, Duke Energy Kentucky states that at all times relevant to this Complaint (which commences with events on February 17, 2026), Complainant's natural gas billing was based on actual metered usage and was accurately calculated. Answering further, Duke Energy Kentucky admits that Complainant stated verbally during the May 6th call that he was on disability and SSI and requested alternative payment arrangements. Answering

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<sup>2</sup> Complaint, p. 2.

<sup>3</sup> Exhibit A.

further, Duke Energy Kentucky denies that its response was unreasonable, either in offering a medical certification option or otherwise.

16. With respect to the allegations contained in the paragraph near the bottom of the second page of the Complaint numbered “II.5,” Duke Energy Kentucky admits that on May 11, 2026, Complainant requested a recording of his February 17, 2026 call, and that the Company informed him that he should obtain a subpoena to obtain the recording. Duke Energy Kentucky denies that this is “highly irregular” or “suggests the recording may contain content that contradicts” any statements made by Duke Energy Kentucky.

17. With respect to the allegations contained in the paragraph near the bottom of the second page of the Complaint numbered “II.6,” Duke Energy Kentucky admits that on April 20, 2026, Complainant’s bill contained a disconnection notice stating an amount due of \$1,005.16. Answering further, Duke Energy Kentucky states that it has not taken any actions to disconnect Complainant and has not disconnected Complainant since he initiated an informal complaint with the Commission on May 7, 2026. Duke Energy Kentucky denies that the inclusion of its disconnection notice on Complainant’s May 18, 2026 bill, the same day that Complainant filed his Complaint in this proceeding, violated 807 KAR 5:006, Section 12.

18. In response to the section titled “Regulatory Violations,” which begins at the bottom of the second page of the Complaint and continues through the middle of the third page and is numbered “III,” Duke Energy Kentucky states that the regulations listed and purported to be interpreted by Complainant speak for themselves and no response is required. Answering further, Duke Energy Kentucky denies that it violated any of the

listed regulations. Answering further, in response to the allegations regarding the technician’s findings, see Paragraph 14 *supra*.

19. In response to the section titled “Concerning Conduct Regarding Call Recording” which begins at the middle of the third page of the Complaint and is numbered “IV,” see Paragraph 16 *supra* for Duke Energy Kentucky’s response. Answering further, insofar as this section contains requests for relief, which are not allegations and therefore no response to such is required.

20. In response to the section titled “Weather-Adjusted Billing Analysis” which begins at the bottom of the third page of the Complaint, continues to the fourth page, and is numbered “V,” Duke Energy Kentucky admits that Complainant’s bills for the following bill periods contained the following information:

Bill Issue Date	Bill Period	Average Temperature on page 1 of bill	Actual CCF
November 18, 2025	10/17/2025 to 11/14/2025	46 degrees	69
December 17, 2025	11/15/2025 to 12/15/2025	31 degrees	137
January 20, 2026	12/16/2025 to 01/16/2026	38 degrees	138
February 17, 2026	01/17/2026 to 02/13/2026	24 degrees	223

Answering further, Duke Energy Kentucky denies that any of the above information entitles Complainant to a bill reduction. Answering further, Duke Energy Kentucky denies that the “Expected CCF” or “Excess CCF” was provided on its bills to Complainant. Answering further, Duke Energy Kentucky denies that Complainant’s “Expected CCF” or “Excess CCF” calculations demonstrate in any way that Complainant is entitled to a bill reduction.

21. In response to the section titled “Relief Requested” which begins at the middle of the fifth page of the Complaint and is numbered “VI,” Duke Energy Kentucky states that requests for relief are not allegations to which a response is required.

22. In response to the section titled “Supporting Documentation” which begins at the middle of the fourth page of the Complaint and is numbered “VI,” Duke Energy Kentucky denies that any of the listed documents are attached to the Complaint (except insofar as the “Weather-adjusted usage analysis” may be understood to refer to the table in Section V). Duke Energy Kentucky is without information to admit or deny whether the listed documents are available upon request and therefore denies such.

23. All averments in the Complaint that are requests for relief do not require admission or denial.

24. All averments in the Complaint not expressly and affirmatively admitted herein are hereby expressly denied.

**FIRST AFFIRMATIVE DEFENSE**

25. The Complaint fails to state a cause of action upon which relief can be granted.

**SECOND AFFIRMATIVE DEFENSE**

26. Complainant’s billing during the period in question has been in accordance with rules and regulations of the Kentucky Public Service Commission, Duke Energy Kentucky’s filed tariffs, and Kentucky law.

**THIRD AFFIRMATIVE DEFENSE**

27. Complainant has generally failed to sustain his burden of proof under applicable statutes, including but not limited to KRS 278.260, 278.270, and 278.280.

**FOURTH AFFIRMATIVE DEFENSE**

28. Duke Energy Kentucky respectfully reserves the right to plead any and all additional defenses that discovery may reveal.

WHEREFORE, on the basis of the foregoing, Duke Energy Kentucky, Inc. respectfully requests the Commission to dismiss the Complaint.

Respectfully submitted,

DUKE ENERGY KENTUCKY, INC.

*/s/Larisa M. Vaysman* \_\_\_\_\_

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**CERTIFICATE OF SERVICE**

This is to certify that a true and accurate copy of the foregoing has been emailed to the Kentucky Public Service Commission at [PSCED@ky.gov](mailto:PSCED@ky.gov). In addition, a true and accurate copy of the foregoing was placed in the U.S. mail, postage prepaid, on June 18, 2026, addressed to the following:

Nicolas Pangallo  
2751 Alexandria Avenue  
Latonia, Kentucky 41015

*/s/Larisa M. Vaysman*  
\_\_\_\_\_  
*Counsel, Duke Energy Kentucky, Inc.*

Display Gas Emergency/Trouble Service Order (100021688310)

What: 13- Leak (SMELL)

When: R- Red

Where: 31- Yard

Gas Trouble Code: 13R31

1. Emergency Personnel Reporting?: N

2. Commercial?: N

3. Hit Service or MainLine?: N

4. Is Leak Hissing/Bubbling/Blowing?: N

5. Apartment Building > 4 units?: N

Business Unit:

Date: 04/07/2026

Reported person Name: Nicolas Pangallo

Reported person Number: 513 [REDACTED]

Extn:

Directional Address:

300 characters remaining

Remarks: [ SS9 PP1SERVUSER 04/07/2026 15:39:22 ] upon arrival valve @ range was off turned on zero reads, checked HL found 10 LEL @ furnace tightened and rechecked zero reads, dial test passed, left stove valve off

Remarks: [ SS9 PP1SERVUSER 04/07/2026 15:39:22 ] upon arrival valve @ range was off turned on zero reads, checked HL found 10 LEL @ furnace tightened and rechecked zero reads, dial test passed, left stove valve off

Remarks: at this time Trouble Code :13R31 Hazard Meter Inst :SPECL\_MW Leak Grade :N/A Gas Odor :Y Coin Air Ind :N Coat Appliance Ind :N Flue Report Ind :N Customer Notified Ind :Y Company Equipment Ind :N Orig Event Id :SAP100021688310-00 Caindex :1

Remarks: Ind :Y Company Equipment Ind :N Orig Event Id :SAP100021688310-00 Caindex :1 Condition Found :11 LEAK INSIDE Action Taken :02 PERM REPAIR [ CSR GMART19 04/07/2026 14:59:33 ] Smell was coming at one point from kitchen and is concerned of

Remarks: 04/07/2026 14:59:33 ] Smell was coming at one point from kitchen and is concerned of gas leak outside meter by left side facing home, gas line runs by ug sewer lines and exposed his basement to sewer