

BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO

Evelyn and John Keller
1424 Jewett Road
Powell, Ohio 43065

Complainants,

v.

Columbus Southern Power Company
One Riverside Plaza
Columbus, Ohio 43215

Respondent.

Case No. 12-2177-EL-CSS

COMPLAINT

This is a complaint seeking recovery of damages caused by the negligence of Respondent pursuant to Respondent's tariff section 19, copy attached.

Facts

1. Complainants Evelyn and John Keller ("Customers") own and reside at the address set forth above. Customers' sole provider of electric power is Respondent.
2. Customers' property is located in Southern Delaware County, Ohio, and is bisected by S.R. 315, between Jewett Road on the South and Powell Road on the North.
3. S.R. 315 in that area is heavily vegetated with trees and brush.
4. Respondent's power line serving Customers is located within the S.R. 315 right-of-way, on information and belief pursuant to an agreement with ODOT.
5. Prior to June 29, 2012, Respondent knew or should have known that trees and other vegetation in the vicinity of its power line in this section of S.R. 315 was in need of trimming or removal in order to protect its power lines and its ability to provide electric service to Customers and others.

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business
Technician Amr Date Processed 7/27/12

RECEIVED-SOCKETING DIV
2012 JUL 27 AM 11:09
PUCO

6. Several weeks prior to June 29, 2012, numerous trees within the right-of-way of S.R. 315 in this area had been marked for trimming or removal and Respondent either performed such marking or had actual knowledge of such marking.

7. Respondent had a duty to adopt and follow a tree and vegetation control policy so as to protect its power lines and to perform its obligation to provide electric service to Customer and others.

8. Notwithstanding the foregoing, Respondent failed to trim or remove trees along this section of S.R. 315, in violation of its duties.

9. Respondent was negligent with respect to its vegetation control policy in this section of S.R. 315.

10. As a result of Respondent's negligence, when the storm hit on June 29, 2012, a tree within the right-of-way of S.R. 315 fell across Respondent's power line between Jewett Road on the South, and Powell Road on the North.

11. Upon information and belief, Customers believe that the damage to that power line deprived approximately 3,000 customers of power and, in addition, blocked S.R. 315, a major road.

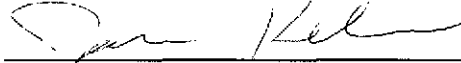
12. Respondent learned of the damage to its line on the above described section of S.R. 315 on June 29, 2012. Nevertheless, Respondent failed to repair such power line for more than six days.

13. The delay by Respondent to repair such power line was negligent.

14. As a result of Respondent's negligence, Customers lost food products with a value in excess of \$1,500.

15. Respondent is responsible to Customers for such loss.

Respectfully submitted,



John K. Keller (0019957)
Vorys, Sater, Seymour and Pease LLP
52 East Gay Street, P.O. Box 1008
Columbus, OH 43216-1008
(614) 464-6389 / Fax: (614) 719-4794
jkkeller@vorys.com

Attorneys for Complainant

P.U.C.O. NO. 20

TERMS AND CONDITIONS OF SERVICE

19. COMPANY'S LIABILITY

The Company will use reasonable diligence in furnishing a regular and uninterrupted supply of energy but does not guarantee uninterrupted service. The Company shall not be liable for damages in case such supply should be interrupted or fail by reason of an act of God, the public enemy, accidents, labor disputes, orders or acts of civil or military authority, breakdowns or injury to the machinery, transmission lines, distribution lines or other facilities of the Company, extraordinary repairs, or any act of the Company, including the interruption of service to any customer, taken to prevent or limit the extent or duration of interruption, instability or disturbance on the electric system of the Company or any electric system interconnected, directly or indirectly, with the Company's system, whenever such act is necessary or indicated in the sole judgment of the Company.

The Company shall not be liable for any loss, injury, or damage resulting from the customer's use of the customer's equipment or occasioned by the energy furnished by the Company beyond the delivery point. Unless otherwise provided in a contract between the Company and customer, the point at which service is delivered by the Company to the customer, to be known as "delivery point", shall be the point at which the customer's facilities are connected to the Company's facilities. The metering device is the property of the Company; however, the meter base and all internal parts inside the meter base are customer owned and are the responsibility of the customer to install and maintain. The Company shall not be liable for any loss, injury, or damage caused by equipment which is not owned, installed and maintained by the Company.

The customer shall provide and maintain suitable protective devices on the customer's equipment to prevent any loss, injury, or damage that might result from single phasing conditions or any other fluctuation or irregularity in the supply of energy. The Company shall not be liable for any loss, injury, or damage resulting from a single phasing condition or any other fluctuation or irregularity in the supply of energy which could have been prevented by the use of such protective devices. The Company shall not be liable for any damages, whether direct or consequential, including, without limitations, loss of profits, loss of revenue, or loss of production capacity occasioned by interruptions, fluctuations or irregularity in the supply of energy.

The Company is not responsible for loss or damage caused by the disconnection or reconnection of its facilities. The Company is not responsible for loss or damages caused by the theft or destruction of Company facilities by a third party.

Except as otherwise provided in this Section, the Company shall be liable to the customer for damage directly resulting from interruptions, irregularities, delays, or failures of electric service, caused by the negligence of the Company or its employees or agents, but any such liability shall not exceed the cost of repairing, or actual cash value, whichever is less, of equipment, appliances, and perishable food stored in a customer's residence damaged as a direct result of such negligence. The customer must notify the Company of any claim based on such negligence within thirty days after the interruption, irregularity, delay or failure begins. The Company shall not be liable for consequential damages of any kind. This limitation shall not relieve the Company from liability which might otherwise be imposed by law with respect to any claims for personal injuries to the customer.

Filed pursuant to Orders dated December 14, 2011 in Case Nos. 11-346-EL-SSO, 11-348-EL-SSO, 11-351-EL-AIR and 11-352-EL-AIR

Issued: December 22, 2011

Effective: January 1, 2012

Issued by
Joseph Hamrock, President
AEP Ohio

P.U.C.O. NO. 20

TERMS AND CONDITIONS OF SERVICE

The Company will provide and maintain the necessary line or service connections, transformers (when same are required by conditions of contract between the parties thereto), meters and other apparatus which may be required for the proper measurement of and protection to its service. All such apparatus shall be and remain the property of the Company and the Company shall be granted ready access to the same, except to read inside meters. Such access to inside meters shall be granted upon reasonable request to residential customers during regular business hours.

Approval of the above schedule language by the Commission does not constitute a determination by the Commission that the limitation of liability imposed by the Company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

20. RESIDENTIAL SERVICE

The Residential Customer is a customer whose domestic needs for electrical service are limited to their primary single family residence, single occupancy apartment and/or condominium, mobile housing unit, or any other single family residential unit. Individual residences shall be served individually under a residential service schedule. The customer may not take service for two (2) or more separate residences through a single meter under any schedule, irrespective of common ownership of the several residences, except that in the case of an apartment house with a number of individual apartments the landlord shall have the choice of providing separate wiring for each apartment so that the Company may supply each apartment separately under the residential schedule, or of purchasing the entire service through a single meter under the appropriate general service schedule.

Where a single-family house is converted to include separate living quarters or dwelling units for more than one family, or where two (2) or more families occupy a single-family house with separate cooking facilities, the owner may, instead of providing separate wiring for each dwelling unit, take service through a single meter under the residential service schedule. In such case, there will be a single customer charge, but the quantity of kilowatt-hours in each block will be multiplied by the number of dwelling units or families occupying the building.

The residential service schedule shall cease to apply to that portion of a residence which becomes primarily used for business, professional, institutional or gainful purposes. Under these circumstances, customer shall have the choice: (1) of separating the wiring so that the residential portion of the premises is served through a separate meter under the residential service schedule and the other uses as enumerated above are served through a separate meter or meters under the appropriate general service schedule; or (2) of taking the entire service under the appropriate general service schedule. Motors of ten (10) HP or less may be served under the appropriate residential service schedule. Larger motors may be served where, in the Company's sole judgment, the existing facilities of the Company are adequate. The hallways and other common facilities of an apartment and condominium building or apartment and condominium complex are to be billed on the appropriate general service rate.

Filed pursuant to Orders dated December 14, 2011 in Case Nos. 11-346-EL-SSO, 11-348-EL-SSO, 11-351-EL-AIR and 11-352-EL-AIR

Issued: December 22, 2011

Effective: January 1, 2012

Issued by
Joseph Hamrock, President
AEP Ohio