

**BEFORE  
THE PUBLIC UTILITIES COMMISSION OF OHIO**

<b>In the Matter of the Complaint of Jasper</b>	)	
<b>Ross,</b>	)	
	)	
<b>Complainant,</b>	)	
	)	<b>Case No. 12-3342-EL-CSS</b>
<b>v.</b>	)	
	)	
<b>Ohio Power Company,</b>	)	
	)	
<b>Respondent.</b>	)	

**TESTIMONY**

**OF**

**MICHELE JEUNELOT**

**ON BEHALF OF OHIO POWER COMPAY d/b/a AEP OHIO**

Filed May 3, 2013

1    **BACKGROUND INFORMATION**

2    **Q. Please state your name and business address.**

3    A. My name is Michele Jeunelot, and my business address is 850 Tech Center Drive,  
4       Gahanna, OH 43230.

5    **Q. By whom are you employed and what is your position?**

6    A. I am employed by American Electric Power Service Corporation (“AEPSC”) as  
7       Manager of Regulatory Operations for Ohio Power Company (the “Company” or  
8       “AEP Ohio”).

9    **Q. What is your professional and educational background?**

10   A. I earned a bachelor’s degree in Electrical Engineering from Wright State University  
11       and a master’s degree in Business Administration from Capital University.

12       I have ten years of electric utility experience, focusing primarily on distribution  
13       operations. In 2000, I joined Columbus Southern Power, an operating unit of  
14       American Electric Power, as a Quality of Service Engineer supporting the Columbus  
15       area. In 2002, I became a Project Design Engineer, before joining the Distribution  
16       Support Group in 2006 as a Budget & Performance Analyst. In 2009, I joined the  
17       Business Support Group as a Business Operations Support Analyst before being  
18       named to my current position as AEP Ohio Regulatory Manager of Operations.

19   **PURPOSE OF TESTIMONY**

20   **Q. What is the purpose of your testimony in this proceeding?**

21   A. The purpose of my testimony is to respond to the allegations contained in the  
22       Complaint filed with the Public Utilities Commission of Ohio by Complainant  
23       Jasper Ross on December 31, 2012. In my role as AEP Ohio Regulatory Manager of

1 Operations, I am responsible for investigating customer complaints, and I have  
2 personal knowledge of the facts giving rise to the Complaint in this case and of the  
3 Company's response to and investigation of Mr. Ross' allegations.

4 Through my testimony, I will demonstrate that AEP Ohio, met its obligations to  
5 provide safe, reasonable and adequate electric service to Mr. Ross, to keep accurate  
6 records, and to otherwise act in accordance with Ohio law and AEP Ohio's tariffs at  
7 all times.

## 8 **EXHIBITS**

9 **Q. Are you sponsoring any exhibits?**

10 A. Yes. I am sponsoring the following exhibits:

11 MJ Exhibit 1: Complainants' Payment History at 1126 S Central Ave Lima, Ohio.

12 MJ Exhibit 2: AEP Ohio's letters of February 24 and 27, 2012, to Mr. Ross  
13 regarding his request to initiate service at 717 ½ E. Vine Street Lima, Ohio.

14 MJ Exhibit 3: AEP Ohio's letters of October 4, 5 and 25, 2012, to Mr. Ross  
15 regarding his request to initiate service at 716 ½ S. Elizabeth Street Lima, Ohio.

16 MJ Exhibit 4: AEP Ohio's Terms and Conditions of Service in effect during the  
17 relevant time period.

## 18 **FACTS ADDRESSING COMPLAINANT'S ALLEGATIONS**

19 **Q: Please briefly describe Mr. Ross' account history with the Company.**

20 A: AEP Ohio provided electric service to Mr. Ross between June 1, 2004 and April  
21 6, 2005 at 1126 S. Central Ave Lima, Ohio. Service was disconnected at this  
22 address in April 2005 and an outstanding bill of \$537.43 remained due at that  
23 time. Mr. Ross' payment history associated with electric service at 1126 S.

1 Central Ave Lima, Ohio is attached as MJ Exhibit 1. In February 2012, the  
2 Company received a request to initiate electric service in Mr. Ross' name at 717  
3 ½ E. Vine St. Lima, Ohio. In response to this request, the Company mailed to Mr.  
4 Ross, on February 24 and 27, 2012, notice that Mr. Ross' outstanding debt for  
5 electric service received at his previous residence would need to be paid prior to  
6 initiating service. (See MJ Exhibit 2) In October 2012, the Company received a  
7 request to initiate electric service in Mr. Ross' name at 716 ½ S. Elizabeth St.  
8 Lima, Ohio. In response to this request, the Company again mailed to Mr. Ross,  
9 on October 4, 5 and 25, 2012, notice that Mr. Ross' outstanding debt for electric  
10 service received at 1126 S. Central Ave Lima, Ohio would need to be paid prior  
11 to initiating service. (See MJ Exhibit 3) Currently, Mr. Ross does not have an  
12 account for electric service with the Company.

13 **Q. Does the Company have any record of a May 2011 conference with Mr. Ross**  
14 **wherein the outstanding debt associated with the 1126 S. Central Ave**  
15 **address was resolved or forgiven?**

16 A: No.

17 **Q: Would a record have been made if the Company had agreed to resolve or**  
18 **forgive the outstanding debt?**

19 A: Yes, for a debt of this size, the Company's Direct Collections department would  
20 be the department authorized to resolve or forgive the debt and would have made  
21 a record of doing so. All notes from the Direct Collections department regarding  
22 any change to billing are captured as permanent notes in the system and remain  
23 visible on the account. The Company does not have a record of forgiving or

1 resolving the outstanding debt in this case. Generally, the Company does not  
2 forgive debts of this size, especially where, like in this case, the customer is not  
3 disputing incurring the past debt and the debt incurred is associated with a PIPP  
4 account.

5 **Q: Do you have personal knowledge of Ohio law and AEP's tariffs governing**  
6 **residential service?**

7 A: Yes. Although I am not an attorney, in my role as AEP Ohio Regulatory Manager  
8 of Operations, I have knowledge of Ohio regulatory requirements because they  
9 are integral to my work.

10 **Q: Do the Company's Terms and Conditions of Service address transferring a**  
11 **customer's past due debt when the customer is requesting new service?**

12 A: Yes. Paragraph 22 "Billing and Bills Payable" of the Company's Terms and  
13 Conditions of Service as approved by the Commission and in effect during the  
14 time period relevant to this Complaint (See MJ Exhibit 4) states, "If the customer  
15 fails to pay in full any final bill for service rendered and said customer receives  
16 like service at another location, the Company may transfer the unpaid balance of  
17 the final bill to the said customer's like service account for any such other  
18 location. Like service refers to an end use within the following broad categories:  
19 residential, commercial, or industrial. Such amount shall be designated as a past-  
20 due amount on the account at such location and subject to collection and  
21 disconnection action in accordance with Chapter 4901:1-18 of the Ohio  
22 Administrative Code and the Company's filed tariffs, terms and conditions of

1 service, provided that such transfer of a final bill shall not be used to disconnect  
2 service to a residential consumer who is not responsible for such bill.”

3 **Q: Please explain the Company’s efforts to resolve this dispute.**

4 A: AEP Ohio has offered Mr. Ross the opportunity to set up a payment plan for the  
5 payment of the outstanding debt. Additionally, as part of Mr. Ross’ request to  
6 initiate new service in October 2012, the Company offered to enroll Mr. Ross in  
7 the winter reconnect plan, which would have started service for \$175 regardless  
8 of the amount of outstanding debt owed. Further, since the past due amount was  
9 incurred while Mr. Ross was enrolled in PIPP, the Company also offered to waive  
10 the deposit amount due to connect service. Mr. Ross has not accepted any of these  
11 options.

12 **Q: In the course of your investigation of Complainant’s allegations, do you**  
13 **believe the Company violated any Ohio law, rule or any provision of its**  
14 **Terms and Conditions of Service?**

15 A. No. In my opinion, AEP Ohio has complied with Ohio law, rule and the  
16 provisions of its Terms and Conditions of Service at all times in addressing the  
17 Complaint.

18 **Q. Does this conclude your pre-filed direct testimony?**

19 A. Yes.

Jasper Ross 071-  
156-684-3  
1126 S Central Ave Lima,  
Ohio

Payment History

12-3342-EL-CSS  
MJ Exhibit 1

Date	Electric	PIPP Due	PIPP Deferred	PIPP Cancel	Deposit	Payment	Trip Charge	Total Due	Description
04/06/05	\$50.26			\$469.17				\$537.43	Account final
03/15/05	\$119.21	\$56.05	\$63.16					\$273.12	
02/28/05							\$18.00	\$217.07	
02/14/05	\$121.64	\$56.05	\$65.59					\$199.07	
01/13/05	\$119.94	\$56.05	\$63.89					\$143.02	
01/04/05						-\$25.00		\$86.97	
12/10/04	\$77.25	\$56.05	\$21.20					\$111.97	
12/06/04						-\$28.78		\$55.92	
11/09/14	\$69.75	\$11.28	\$58.47					\$84.70	
10/11/04	\$43.64	\$43.64						\$73.42	
09/13/04	\$29.78	\$29.78						\$29.78	
09/02/04						-\$27.39		\$0.00	
08/12/04	\$27.39	\$27.39						\$27.39	
07/14/04	\$25.47	\$25.47	-\$48.25					\$0.00	
06/21/04		\$11.28	\$1.27		-\$174.00			-\$73.72	Established PIPP
06/11/04	\$1.27							\$90.27	
06/02/04						-\$85.00		\$89.00	
06/01/04					\$174.00			\$174.00	

PO 24401  
Canton, OH 44601-4401

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JASPER ROSS  
717 1/2 E VINE ST  
LIMA, OH 45804-1761

February 24, 2012

Account Number: 072-351-457-2-4

Dear Jasper Ross:

**NOTICE FORM NO. 1**  
(Requests for New Service)

American Electric Power recently received a request to initiate electric service in your name at 717 1/2 E Vine St, Lima, OH. In order for us to provide this service, the following action(s) must be taken or information must be provided:

✓ **Obligation 2: Outstanding Debt** **\$537.43**

If the requirements have not been met by March 4, 2012, AEP will cancel your request for service without further notice. If a payment is required, please include the account number shown above on your payment and mail to the following address: **AEP, PO Box 24417, Canton, OH 44701-4417**. For other payment options, please contact our Customer Solutions Center at 1-800-672-2231 or visit our website at [www.aepohio.com](http://www.aepohio.com). If a deposit is being requested and you prefer not to pay a cash deposit, you may be able to use a guarantor. The guarantor must be an AEP customer within the same company and have acceptable credit.

*Please disregard this notice if payment has been made.*

**NOTICE:** The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applications on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has a capacity to enter into a binding contract) or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning the Company, is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

Ohio laws against discrimination require that all creditors make credit available to all credit worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission, 200 Parsons Avenue, Columbus, Ohio 43266, phone (614)466-5928, administers compliance with this law.

If you have any questions regarding your request, you may contact AEP at 1-800-672-2231. You may also contact the Public Utilities Commission at 1-800-686-7826 or the Office of Consumers' Counsel at 1-800-282-9448.

**AEP OHIO IS AVAILABLE 24 HOURS A DAY 7 DAYS A WEEK**





PO 24401  
Canton, OH 44601-4401

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990004551 01 AT 0.374



JASPER ROSS  
717 1/2 E VINE ST  
LIMA, OH 45804-1761

February 27, 2012

RE: Disputed Bill Account Number: 0711566843  
Address: 1126 S CENTRAL AVE LIMA

Dear Jasper Ross:

American Electric Power's records indicate that you were our customer of record at the above address until March 30, 2005. In order for us to settle your dispute of this debt, we will need you to provide additional information. If AEP does not receive this information within 9 calendar days of the date of this letter, electric service may be disconnected without further notice.

Please contact AEP Direct Collections at 1-866-339-5574. We can be reached between the hours 7:00 AM and 4:30 PM Central Standard Time. Outside of those hours, you may leave a voice message providing a daytime phone number and we will return your call.

Thank you for your immediate attention regarding this matter.

American Electric Power  
Direct Collections

PO Box 24401  
Canton, OH 44701-4401

390-2



JASPER ROSS  
716 1/2 S ELIZABETH ST  
LIMA, OH 45804-1218

October 4, 2012

Account Number: 072-795-896-3-9

Dear Jasper Ross:

**NOTICE FORM NO. 1**  
(Requests for New Service)

American Electric Power recently received a request to initiate electric service in your name at 716 1/2 S Elizabeth St, Lima, OH. In order for us to provide this service, the following action(s) must be taken or information must be provided:

✓ **Obligation 1: Required Deposit**

**\$95.00**

If the requirements have not been met by October 13, 2012, AEP will cancel your request for service without further notice. If a payment is required, please include the account number shown above on your payment and mail to the following address: **AEP, PO Box 24417, Canton, OH 44701-4417**. For other payment options, please contact our Customer Solutions Center at 1-800-672-2231 or visit our website at [www.aepohio.com](http://www.aepohio.com). If a deposit is being requested and you prefer not to pay a cash deposit, you may be able to use a guarantor. The guarantor must be an AEP customer within the same company and have acceptable credit.

*Please disregard this notice if payment has been made.*

**NOTICE:** The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applications on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has a capacity to enter into a binding contract) or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning the Company, is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

Ohio laws against discrimination require that all creditors make credit available to all credit worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission, 200 Parsons Avenue, Columbus, Ohio 43266, phone (614)466-5928, administers compliance with this law.

If you have any questions regarding your request, you may contact AEP at 1-800-672-2231. You may also contact the Public Utilities Commission at 1-800-686-7826 or the Office of Consumers' Counsel at 1-800-282-9448.

**AEP OHIO IS AVAILABLE 24 HOURS A DAY 7 DAYS A WEEK**



PO Box 24401  
Canton, OH 44701-4401

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990005680 01 AT 0.374



JASPER ROSS  
716 1/2 S ELIZABETH ST  
LIMA, OH 45804-1218

October 5, 2012

RE: Disputed Bill Account Number: 071-156-68  
Address: 1126 S. CENTRAL AVE, LIMA OH

Dear Jasper Ross:

We have concluded the review regarding the disputed amount due at the above address. However, the investigation did not support your claim that you did not incur this debt.

The debt will remain on your account, and AEP requests that payment be made in full on or before the scheduled due date. If we do not receive payment, or suitable arrangements are not made, your account will be subject to disconnection for non-payment.

To establish payment arrangements please contact AEP at 1-888-832-6279.

Thank you for your immediate attention regarding this matter.

***AEP OHIO IS AVAILABLE 24 HOURS A DAY 7 DAYS A WEEK***



PO Box 24401  
Canton, OH 44701-4401

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990004084 01 AT 0.374



JASPER ROSS  
716 1/2 S ELIZABETH ST  
LIMA, OH 45804-1218

October 25, 2012

RE: Disputed Bill Account Number: 0711566843  
Address: 1126 S CENTRAL AVE, LIMA OH

Dear Jasper Ross:

We have concluded the review regarding the disputed amount due at the above address. However, the investigation did not support your claim that you did not incur this debt.

The debt will remain on your account, and AEP requests that payment be made in full on or before the scheduled due date. If we do not receive payment, or suitable arrangements are not made, your account will be subject to disconnection for non-payment.

To establish payment arrangements please contact AEP at 1-888-832-6279.

Thank you for your immediate attention regarding this matter.

***AEP OHIO IS AVAILABLE 24 HOURS A DAY 7 DAYS A WEEK***

P.U.C.O. NO. 20

TERMS AND CONDITIONS OF SERVICE

The Company's rules for the establishment of credit for residential utility service is governed by Chapter 4901:1-10-14 of the Ohio Administrative Code, and the Company's disconnect and reconnect procedures for residential customers is governed by Chapter 4901:1-18 of the Ohio Administrative Code.

21. DEPOSITS

Security for the payment of bills will be governed, as specified in Chapter 4901:1-10-14 of the Ohio Administrative Code, which is herein incorporated by reference as it is from time to time amended.

The Company will be entitled to pursue adequate assurance of payment for electric service if a customer files for protection under provisions of the United States Bankruptcy Code.

The Company may require a deposit by the customer not exceeding the amount of the estimated monthly average cost of the annual consumption by such customer plus thirty percent. The Company will pay interest on deposits, at a rate of not less than three percent per annum, so made in accordance with legal requirements, provided such deposit is left with the Company at least six (6) consecutive months. Retention by the Company, prior to final settlement, of any deposit or guarantee is not a payment or part payment of any bill for service.

22. BILLING AND BILLS PAYABLE

The customer will be held responsible for all charges of electric energy delivered at the customer's premises. Bills will be rendered by the Company to the customer monthly in accordance with the schedule selected applicable to the customer's service with the following exception:

Year-round residential and not-for-profit General Service Schedule customers shall have the option of paying bills under the Company's equal payment plan (Budget Plan), whereby the total service for the succeeding 12-month period is estimated in advance, and bills are rendered monthly on the basis of one-twelfth of the 12-month estimate. The Company may at any time during the 12-month period adjust the estimate so made, and the bills rendered in accordance with such estimate, to conform more nearly with the actual use of service being experienced. The normal equal payment period will be twelve (12) months, commencing in any month selected by the Company, but in those cases where billing is commenced during a month which leaves less than twelve (12) months until the beginning of the next normal equal payment period to which the customer is assigned, payments shall be calculated on the basis of the months in such period.

In case the actual service used during any equal payment period exceeds the bills as rendered on the equal payment plan, the amount of such excess shall be paid on or before the due date of the bill covering the last month of the equal payment period in which such excess appears, or such excess may be added to the estimated use of the next normal equal payment period of twelve (12) months, and shall be payable in equal payments over such period, except that if the customer discontinues service with the Company under the equal payment plan, any such excess not yet paid shall become payable immediately. In case the actual service used during the equal payment period is less than the amount paid under the equal payment plan during such period, the amount of such overpayment shall, at the option of the Company, either be refunded to the customer or credited on the customer's last bill for the period.

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  
Pablo Vegas, President  
AEP Ohio

P.U.C.O. NO. 20

TERMS AND CONDITIONS OF SERVICE

If a customer fails to pay bills as rendered on the equal payment plan, the Company shall have the right to withdraw the plan with respect to such customer and to restore the customer to billing as provided for in the applicable schedules, in addition to any other rights which the Company may have under such schedules and terms and conditions of service in case of arrearage in payment of bills.

The customer will be held responsible for all charges for electric energy delivered at the customer's premises. Bills will be rendered for each month's use by the Company to the customer. All bills from the Company are due and payable by mail, checkless payment plan, electronic payment plan or at an authorized payment agent of the Company within the time limits specified in the schedule. For the purpose of this Section, the United States Postal Service is not an authorized payment agent, and payments received through the Postal Service are considered paid when received at the Company's business offices. Failure to receive bill will not entitle customer to any discount or to the remission of any charge for nonpayment within the time specified. For purposes of this Section, the word "month" as used herein and in the schedules is hereby defined to be the elapsed time between two successive meter readings approximately thirty (30) days apart.

If the customer fails to pay in full any final bill for service rendered and said customer receives like service at another location, the Company may transfer the unpaid balance of the final bill to the said customer's like service account for any such other location. Like service refers to an end use within the following broad categories: residential, commercial, or industrial. Such amount shall be designated as a past-due amount on the account at such location and subject to collection and disconnection action in accordance with Chapter 4901:1-18 of the Ohio Administrative Code and the Company's filed tariffs, terms and conditions of service, provided that such transfer of a final bill shall not be used to disconnect service to a residential consumer who is not responsible for such bill.

If the amount of energy consumed is not properly registered by a meter for any reason, or is not properly charged to the customer's account, the Company will, for the period of time that incorrect billings can be established, adjust the meter readings and billings to reflect all available information concerning the actual use by the customer. Any resulting overpayment will be paid or credited to the customer. Unless the customer and the Company agree otherwise, the Company will bill non-residential accounts any undercharged amount in compliance with Chapter 4901: 1-10 of the Ohio Administrative Code, as amended from time to time. The Company shall bill uncharged amounts for residential customers in compliance with section 4933.28 of the Revised Code, as amended from time to time. Should the amount of the adjustment be under dispute, the Company will continue to supply service and the customer shall continue to pay the amounts billed until a final determination is made.

A customer shall be charged \$9.00 for any dishonored check received in payment for a bill rendered by the Company, unless the customer shows that the bank was in error.

23. CHANGE OF ADDRESS BY CUSTOMER

It is the responsibility of an existing customer to notify the Company when service is to be discontinued and to provide a mailing address for the final bill.

When the Company receives notice from an existing customer that the service is to be discontinued, or from a prospective customer that an existing service is to be transferred into the prospective customer's name, the Company will, within three (3) regular Company working days, 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  
Pablo Vegas, President  
AEP Ohio

**This foregoing document was electronically filed with the Public Utilities**

**Commission of Ohio Docketing Information System on**

**5/3/2013 8:36:57 AM**

**in**

**Case No(s). 12-3342-EL-CSS**

Summary: Testimony Direct Pre-filed Testimony of Michele Jeunelot electronically filed by Mr. Yazen Alami on behalf of Ohio Power Company