

BEFORE

THE PUBLIC UTILITIES COMMISSION OF OHIO

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

OPINION AND ORDER

The Commission, considering the complaint, testimony, arguments of the parties, the applicable law, and evidence of record, and being otherwise fully advised, hereby issues its Opinion and Order.

APPEARANCES:

Jasper Ross, General Delivery, Lima, Ohio 45802-9999, pro se.

Yazen Alami, American Electric Power Service Company, 1 Riverside Plaza, 29th Floor, Columbus, Ohio 43215, on behalf of Ohio Power Company d/b/a AEP Ohio.

OPINION:

I. Background

On December 31, 2012, Jasper Ross (Mr. Ross or complainant) filed a complaint with the Commission against Ohio Power Company d/b/a AEP Ohio (AEP Ohio or company). In the complaint, Mr. Ross stated that he resolved his past bills in a conference with AEP Ohio, but has been unable to obtain electric service at his present address. Further, Mr. Ross stated that AEP Ohio has conflicting records and that, according to the company, no security deposit was required in order to obtain service.

On January 22, 2013, AEP filed its answer denying all allegations of the complaint. AEP Ohio further asserts that its bills to complainant were in accordance with all applicable Ohio statutes, Commission rules and regulations, and AEP Ohio's tariff.

On March 15, 2013, a prehearing conference was held; however, a settlement was not reached. Thereafter, by entry dated March 25, 2013, the attorney examiner found reasonable grounds for complaint and scheduled the evidentiary hearing for May 9, 2013. The evidentiary hearing was held as scheduled on May 9, 2013, at which time complainant appeared and presented his testimony. AEP Ohio presented the testimony of one witness, Michele Jeunelot (Ms. Jeunelot).

II. The Law

Section 4905.26, Revised Code, requires, among other things, that the Commission set for hearing a complaint against a public utility whenever reasonable grounds appear that:

any rate, fare, charge, ... or service rendered, charged, demanded ... is in any respect unjust, unreasonable, unjustly discriminatory, unjustly preferential, or in violation of law, or that any regulation, measurement, or practice affecting or relating to any service furnished by said public utility, or in connection with such service, is, or will be, in any respect unreasonable, unjust, insufficient, unjustly discriminatory, or unjustly preferential, or that any service is, or will be, inadequate or cannot be obtained....

AEP Ohio is a electric company as defined in Section 4905.03(A)(5), and a public utility by virtue of Section 4905.02, Revised Code. AEP Ohio is subject to the jurisdiction of the Commission pursuant to Sections 4905.04 and 4905.05, Revised Code. In complaint proceedings such as this one, the burden of proof lies with the complainant. *Grossman v. Pub. Util. Comm.*, 5 Ohio St. 2d 189, 214 N.W. 2d 666 (1966).

The statutory obligation of a public utility relative to the service and facilities it must provide is set forth in Section 4905.22, Revised Code, which states, in pertinent part, that:

[e]very public utility shall furnish necessary and adequate service and facilities, and every public utility shall furnish and provide with respect to its business such instrumentalities and facilities, as are adequate and in all respect just and reasonable.

III. Summary of the Evidence and Positions of the Parties

Mr. Ross testified that, on or about June 1, 2004, he resided for a second time at 1126 South Central Avenue in Lima, Ohio (1126 South Central), and placed an order for electric power at that address with AEP Ohio. Mr. Ross testified that he paid a past-due balance

of \$34.00 and a security deposit of \$50.00 at a bill payment center located in a business in Lima, Ohio, and he then obtained service at 1126 South Central. As an indication that he had made the required payments to AEP Ohio, Mr. Ross offered hand-written notations in his personal calendar/date book listing the address of the bill payment center (Tr. at 11, Complainant's Exhibit 2). Moreover, Mr. Ross testified that, as a customer on the Percentage of Income Payment Plan (PIPP), he continued to pay AEP Ohio \$27.00 per month until March 2005. However, beginning in April 2005, AEP Ohio disconnected his service and mailed him two bills for about \$738.00 and \$535.00. According to Mr. Ross, he participated in a teleconference with AEP Ohio personnel in May 2011 or thereabouts, and during the conference, AEP Ohio agreed to "resolve" the bill amounts of about \$738.00 and \$535.00 from his payment record with the company. Further, AEP Ohio agreed to initiate service at his then-current address, 717 ½ East Vine Street in Lima, Ohio (717 ½ East Vine). Mr. Ross indicated that AEP Ohio disregarded their agreement and did not initiate service at 717 ½ East Vine. As a consequence, he was forced to move and now resides at 716 ½ South Elizabeth Street in Lima, Ohio (716 ½ South Elizabeth). Mr. Ross requested that the Commission direct AEP Ohio to honor the agreement that he reached with the company during their May 2011 teleconference, remove the bill amounts, approximately \$738.00 and \$535.00, from his account, and initiate service at 716 ½ South Elizabeth. (Tr. at 6-20.)

Mr. Ross noted that, as an indication that something was wrong with his AEP Ohio account, the letters that he received from the company listed different account numbers. However, Mr. Ross stated that he only had one account with AEP Ohio. Also, if he could gain the release of the telephone sign-in sheets at the Lima/Allen County Community Affairs Building, where he placed the telephone conference call to AEP Ohio, those sign-in sheets would show the day that he called and had the conference with the company (Tr. at 9, 18, 24-25, 34).

Mr. Ross testified that he had no documentation reflecting AEP Ohio's agreement to remove the disputed bill amounts from his account because all his papers were stolen. Mr. Ross stated that someone broke in and stole his whole office. Further, his remaining papers, which he had put in storage elsewhere, were stolen, too. Mr. Ross stated that he filed a police report about the thefts with the Lima Police Department, which was stolen out of his locker at the Faith Mission, and with the Columbus Police Department when he returned to Columbus. Further, although he brought no police report to the hearing room, Mr. Ross maintained that a wallet-sized business card in his possession, ostensibly from the Columbus Police Department, which lists a hand-written report number, constitutes an official police report and is proof that his records were stolen. (Tr. 32-33, 39-43, Complainant's Exhibit 1.)

Ms. Jeunelot, regulatory manager for AEP Ohio, testified that the company provided electric service to Mr. Ross between June 1, 2004, and April 6, 2005, at 1126 S.

Central. However, service was disconnected at that address in April 2005 and an outstanding bill of \$537.43 remained due at that time. Subsequently, in February 2012 and October 2012, the company received two requests to initiate electric service in Mr. Ross' name, first at 717 ½ E. Vine and then at 716 ½ S. Elizabeth. Ms. Jeunelot stated that, in response to those requests, the company mailed to Mr. Ross notices that his outstanding debt for electric service received at his previous residence, 1126 S. Central, would need to be paid prior to initiating service. Ms. Jeunelot stated that, currently, Mr. Ross does not have an account for electric service with the company. (Pre-filed testimony of Michele Jeunelot at 2-3, MJ Exhibits 1, 2 and 3.)

Ms. Jeunelot testified that the company does not have any record of a May 2011 conference with Mr. Ross wherein the outstanding debt associated with his former 1126 S. Central address was resolved or forgiven. She stated that, for a debt of that size, a record would have been made if the company had agreed to resolve or forgive the outstanding debt. Ms. Jeunelot noted that the company's Direct Collections Department would have made a record of doing so and their notes pertaining to the resolution of Mr. Ross' debt would remain visible on the account. However, she stated that the company does not have a record of forgiving or resolving the outstanding debt in Mr. Ross' case and that, generally, the company does not forgive debts of that size. (Pre-filed testimony of Michele Jeunelot at 3-4.)

Ms. Jeunelot testified that, as a result of the payments not being made, the amount in dispute on Mr. Ross' account accrued over a period of time. She noted that, when a customer seeks to initiate service, that request for service is assigned an account number, and that account number might not necessarily be the same account number that the customer had previously. Ms. Jeunelot also noted that an account number is assigned for each location at which a customer seeks service. (MJ Exhibit 1, Tr. at 48-49.)

Ms. Jeunelot testified that, in order to resolve the complaint and initiate service, AEP Ohio offered Mr. Ross service several times pursuant to the winter reconnect order. She explained that, under the winter reconnect order, customers have the opportunity to start service for \$175, regardless of past due debt, and AEP Ohio will take that past due debt and, going forward in billing, spread it into payment arrangements. In addition, because Mr. Ross' past due debt was accrued as a PIPP customer, the company offered to drop the security deposit on his account. (Tr. at 52-53.)

IV. Discussion and Conclusion

This case primarily involves complainant's contention that AEP Ohio had agreed to remove certain billed amounts from on his account, but has not yet done so. Mr. Ross maintained in his testimony that he does not owe the company billed amounts of approximately \$738.00 and \$535.00 and that he did not use sufficient electricity to

accumulate such billed amounts on his account. Mr. Ross, however, provided no documentation regarding either the alleged bill-modification agreement with the company or the amounts allegedly involved. His only evidence that such an agreement existed was his testimony about statements allegedly made by AEP Ohio personnel during a telephone conference in May 2011. In response to the company's questions about whether he had any documentation supporting his complaint, Mr. Ross replied that all of his documentation had been stolen. As proof that a theft of his supporting documentation had occurred, Mr. Ross offered wallet-sized business cards from the Faith Mission in Columbus, Ohio, and the Columbus, Ohio Division of Police (Complainant's Exhibit 1). Mr. Ross contends that these cards, an appointment card and a case worker's identification card from the Faith Mission, Mr. Ross' place of residence in Columbus, and a card from the Columbus police that lists a hand-written report number and states that the bearer has a police report on file, are proof of the existence of a police report regarding the theft of the supporting documentation for his complaint. These business cards, however, do not provide any information that would help in resolving the issues involved in this proceeding. AEP Ohio's witness, on the other hand, Ms. Jeunelot, presented credible evidence from the company's records, Mr. Ross' billing history (MJ Exhibit 1), showing that Mr. Ross did not pay the amount that he owed every month and that the amount accrued after successive months of partial payments. Moreover, the Commission notes that Mr. Ross' billing history does not record a bill amount of approximately \$738.00 that he owes the company. Indeed, Ms. Jeunelot only stated in her testimony that Mr. Ross owes the company \$537.43. She presented no testimony concerning a bill amount in the \$700+ range. (Pre-filed testimony of Michele Jeunelot at 2.) Given the testimony and evidence presented at hearing, we cannot find any basis for concluding that there was an agreement between Mr. Ross and AEP Ohio to remove any amounts from his account with the company or that Mr. Ross did not owe the amounts billed to him by AEP Ohio.

As noted previously in this order, the Supreme Court has directed that the burden of proof in complaint proceedings before the Commission under Section 4905.26, Revised Code, is upon the complainant. *Grossman v. Public Util. Comm.*, 5 Ohio St. 2d 189, 214 N.E. 2d 666 (1966). In this case, considering the limited amount of information provided by the complainant, together with the length of time since the issue arose and the fact that he presented no documentation to support his complaint, it is not possible for us to arrive at a decision on the complainant's allegation regarding whether AEP Ohio had agreed to remove billed amounts that were carried over from his previous address. In addition, we believe that there is nothing in the record to indicate that AEP Ohio has improperly billed the complainant for electric service. Quite the opposite, AEP Ohio provided a detailed record showing how the account balance had grown steadily, from June 2004 to April 2005 (MJ Exhibit. 1), through partial payments of the electric bills received from the company. Under such conditions affecting this proceeding, we must conclude that the complainant has not met his burden of proving the allegations of his complaint; therefore, the Commission denies the complaint.

FINDINGS OF FACT AND CONCLUSIONS OF LAW:

- (1) On December 31, 2012, Mr. Jasper Ross filed a complaint with the Commission.
- (2) On January 22, 2013, AEP Ohio filed its answer denying the allegations in the complaint.
- (3) On March 15, 2013, a prehearing conference was held; however, the parties were not able to resolve the complaint.
- (4) By entry dated March 25, 2013, the attorney examiner found reasonable grounds for complaint and scheduled a hearing. Notice of the hearing was served upon the parties as required by Section 4905.26, Revised Code.
- (5) On May 9, 2013, an evidentiary hearing was convened in this matter. Complainant testified on his own behalf and AEP Ohio presented the testimony of one witness.
- (6) In complaint proceedings such as this one, the burden of proof lies with the complainant. *Grossman v. Public Util. Comm.*, 5 Ohio St. 2d 189, 214 N.E. 2d 666 (1966).
- (7) Complainant has not met his burden of proving the allegations of his complaint. More specifically, complainant did not prove that AEP Ohio had agreed to remove billed amounts that were carried over from his previous address or that the company had improperly billed him for electric service.

ORDER:

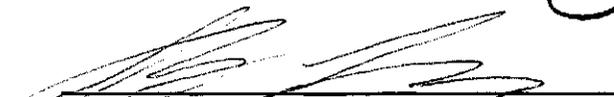
It is, therefore,

ORDERED, That the complaint is denied. It is, further,

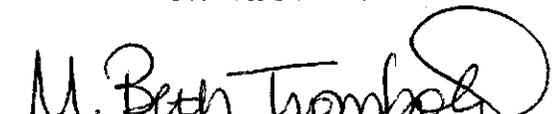
ORDERED, That a copy of this decision be served upon the complainant, AEP Ohio, and any interested persons of record.

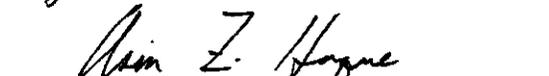
THE PUBLIC UTILITIES COMMISSION OF OHIO


Todd A. Snitchler, Chairman


Steven D. Lesser


Lynn Slaby

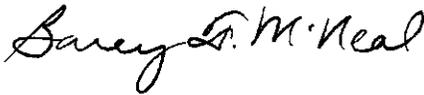

M. Beth Trombold


Asim Z. Haque

KKS/vrm

Entered in the Journal

JUL 31 2013



Barcy F. McNeal
Secretary