

**BEFORE  
THE PUBLIC UTILITIES COMMISSION OF OHIO**

Daniel George,	)	
	)	
Complainant,	)	
	)	
v.	)	Case No. 14-305-EL-CSS
	)	
Ohio Power Company,	)	
	)	
Respondent.	)	

**TESTIMONY**

**OF**

**MICHELE L. JEUNELOT**

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

1   **Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**

2   A. My name is Michele L. Jeunelot, and my business address is 850 Tech Center Drive,  
3       Gahanna, Ohio 43230.

4   **Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?**

5   A. I am employed by Ohio Power Company (“AEP Ohio” or the “Company”) as  
6       Manager of Regulatory Operations.

7   **Q. WHAT ARE YOUR RESPONSIBILITIES AS MANAGER OF**  
8       **REGULATORY OPERATIONS?**

9   A. In my role as AEP Ohio Manager of Regulatory Operations, I am responsible for  
10       investigating customer complaints.

11   **Q. WHAT IS YOUR PROFESSIONAL AND EDUCATIONAL BACKGROUND?**

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

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

1 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY IN THIS**  
2 **PROCEEDING?**

3 A. The purpose of my testimony is to address the issues raised in the complaint filed by  
4 Complainant Daniel George on February 25, 2014 (“Complaint”). Through my  
5 testimony, I will demonstrate that AEP Ohio met its obligations to provide safe,  
6 reasonable and adequate electric service to Mr. George and otherwise acted in  
7 accordance with Ohio law and regulations and AEP Ohio’s tariffs at all times. I am  
8 not an attorney and I am not attempting to address any of the legal issues presented  
9 by the Complaint.

10 **Q. PLEASE BRIEFLY DESCRIBE THE NATURE OF THE COMPLAINT?**

11 A. AEP Ohio received a formal complaint in this case regarding a power outage to Mr.  
12 George’s residence. Upon investigating the complaint, it was discovered that the  
13 transformer on the pole providing service to Mr. George’s residence had failed and  
14 that the equipment failure caused a temporary power outage.

15 **Q. DID AEP OHIO INSPECT THE TRANSFORMER THAT FAILED PRIOR**  
16 **TO THE INCIDENT?**

17 A. Yes. AEP Ohio inspected the circuit providing service to Mr. George’s residence  
18 prior to the incident in accordance with its inspection procedures. During the  
19 inspection, Company personnel inspected the transformer that failed and discovered  
20 no signs that the transformer had failed or was about to fail.

21 **Q. DOES AEP OHIO’S TARIFF ADDRESS THE COMPANY’S**  
22 **RESPONSIBILITY FOR DAMAGE TO CUSTOMER PROPERTY**

1       **INCURRED AS A RESULT OF A POWER OUTAGE CAUSED BY AN**  
2       **EQUIPMENT FAILURE?**

3       A.   Yes, AEP Ohio's tariff does not hold the Company responsible for damages in the  
4       case of a power outage caused by breakdowns in Company equipment.  
5       Specifically, Paragraph 19 (Company's Liability) of the Company's Terms and  
6       Conditions of Service effective January 1, 2012 ("Tariff") provides in relevant part  
7       as follows:

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

22             The Company shall not be liable for any loss, injury, or damage  
23             resulting from the customer's use of the customer's equipment or  
24             occasioned by the energy furnished by the Company beyond the  
25             delivery point. Unless otherwise provided in a contract between the  
26             Company and customer, the point at which service is delivered by  
27             the Company to the customer, to be known as "delivery point",  
28             shall be the point at which the customer's facilities are connected  
29             to the Company's facilities. The metering device is the property of  
30             the Company; however, the meter base and all internal parts inside  
31             the meter base are customer owned and are the responsibility of the  
32             customer to install and maintain. The Company shall not be liable  
33             for any loss, injury, or damage caused by equipment which is not  
34             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.

Tariff P.U.C.O. No. 20 at Para. 19. (Emphasis added).

**Q. DOES AEP OHIO'S TARIFF ADDRESS A CUSTOMERS' RESPONSIBILITY FOR PROTECTING THEIR OWN EQUIPMENT FROM FLUCTUATION OR IRREGULARITY IN THE SUPPLY OF ENERGY?**

1 A. Yes. AEP Ohio's Tariff requires a customer to "provide and maintain suitable  
2 protective devices on the customer's equipment to prevent loss, injury, or damage  
3 that might result from single phasing conditions or any other fluctuation or  
4 irregularity in the supply of energy."

5 **Q. DID AEP OHIO RESPOND APPROPRIATELY TO THE POWER OUTAGE**  
6 **AT MR. GEORGE'S RESIDENCE?**

7 A. Yes. As the Complaint recognizes, once AEP Ohio was informed of the power  
8 outage, the Company restored service to Mr. George's residence that same day.

9 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

10 A. Yes.

## **CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and accurate copy of the foregoing Testimony of Michele L. Jeunelot was sent via U.S. Mail to the individual listed below this 20<sup>th</sup> day of June 2014.

/s/ Yazen Alami\_\_\_\_\_

Daniel George  
16867 County Road 20  
Forest, Ohio 45843

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

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