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Madison & Rosan, LLP

Attorneys at Law

FILE

February 20, 2008

VIA HAND DELIVERY

Public Utilities Commission of Ohio
Docketing Division
180 East Broad Street
Columbus, Ohio 43215-3793

08-158-EC-ESS

RECEIVED-DOCKETING DIV
2008 FEB 20 PM 4:33
PUCO

RE: Formal Complaint Against American Electric Power

Dear Commissioners of the Public Utilities Commission of Ohio:

Please be advised that this law firm represents Muncie D'Elia Development, LLC (hereinafter, "Muncie") in all legal matters pertaining to a house move that occurred on February 19, 2006 and American Electric Power's (hereinafter, "AEP") failure to de-energize overhead power lines that resulted in significant damages to the house moving companies' equipment and that has forced Muncie to defend a lawsuit of which it would not be involved, but for the gross negligence of AEP. For the reasons hereinafter stated, Muncie respectfully requests that the Public Utilities Commission of Ohio (hereinafter, "PUCO") determine that AEP was grossly negligent throughout the planning and implementation of the house move and that AEP and its employees intentionally, materially, and consistently falsified facts regarding the house move after the hereinafter described accident occurred. Further, AEP violated (i) PUCO's requirement to stay "at least 10 feet away from any overhead power lines...for high-voltage lines, allow even more clearance", (ii) the National Electric Safety Code (and as incorporated by PUCO) which requires a minimum safe distance based on voltage, arc factor, and grounding factor, and (iii) AEP's own internal requirement that there must be at least a minimum 10 foot distance between an overhead power line and any object.

The basic facts of the house move are as follows. Grange Mutual Casualty Company (hereinafter, "Grange") owned a historic house (hereinafter, the "House") on its property known as 1083 South High Street, Columbus, Ohio. For many years, Grange contemplated moving the House off of its property to allow the property to be developed for its own use. Grange discussed the potential House move with representatives of AEP, including Senior Technician Orval Minniear, for at least a couple years prior to December, 2005. The House was approximately 35 tons and has a metal roof and metal eaves which are obviously, great conductors of electricity.

In or about December, 2005, Muncie entered into an agreement with Grange for Muncie to purchase and move the House from the Grange property to a lot on Front Street, Columbus, Ohio. On or about January 4, 2006, Muncie provided AEP a One Thousand Dollar (\$1,000.00) deposit for AEP to "prepare a detailed estimate for a proposed house move in accordance with the route information provided below" pursuant to the House Move Cost Estimate Agreement (hereinafter, the "Estimate", attached hereto as Exhibit A). At the request of Mr. Minniear, Julie D'Elia (an owner of Muncie) faxed him the width of the House.

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 Ann Date Processed 2/20/08

www.madisonrosan.com

1031 East Broad Street • Columbus, Ohio 43205 • P [614] 228-5600 • f [614] 228-5601

Thereafter, Ms. D'Elia, Mr. Minniear, and another AEP representative walked the entire House move route which was south along High Street to Greenlawn Avenue to Front Street, Columbus, Ohio. The entire move route was approximately two (2) miles with the majority being a straight shot south on High Street. At the time of the House move, multiple electrical lines owned by AEP ran parallel and perpendicular to High Street. AEP maintained exclusive ownership and maintenance rights of their electrical lines along High Street.

Mr. Minniear explained to Ms. D'Elia that the intersection of High Street and Stewart Avenue was a "hot spot" because of the electric pole situated there and the high-voltage lines above. Mr. Minniear told Ms. D'Elia that the overhead lines would be "de-energized or covered for the move". Of course, the decision of whether to de-energize the electrical lines, cover the electrical lines, or do nothing was exclusively that of AEP.

After months of planning, the House move occurred on February 19, 2006. The House move was a major undertaking because of the size of the House (please see the Video to understand the scope and size of the House as it relates to High Street) and that High Street, Greenlawn Avenue and Front Street needed to be closed for the entire day. Multiple parties/governmental entities were involved in the House move including the Columbus Police Department, City of Columbus Division of Electric, AEP, Time Warner, AT&T, and the City of Columbus Department of Weights and Measures. Muncie's mover, Dingey Movers (along with their sub-contractors), were very experienced house movers and had been involved in house moves with AEP many times in the past. All of the parties were present around 6:30 a.m. to commence the House move. All of the movers and Muncie assumed that AEP took all action necessary to insure that the House moving route was safe from electrical hazards.

Once the House was moved off of the Grange property onto High Street, AEP (according to Mr. Minniear) stopped the House to measure its height to determine which electric lines perpendicular to High Street would have to be removed. Apparently, Mr. Minniear nor any of the other AEP employees were concerned about the width of the House.

Attached is a video made by a friend of Ms. D'Elia of the House move (hereinafter, the "Video", attached hereto as Exhibit B). As you can see, the House inched along High Street without incident (although the House was stopped for an extended period at the intersection of High Street and Whittier Street to allow perpendicular lines to be removed) until it reached the intersection of High Street and Stewart Avenue. This intersection was the first location of an electric pole and is the area that Mr. Minniear described as a "hot spot". As the Video unequivocally demonstrates, the House never veered off the center line of High Street and maintained a sluggish, deliberate, and consistent path all the way to Stewart Avenue.

As the House passed the electric pole at Stewart and High, an arc occurred and fire spread throughout the House. Although there are varying stories about what occurred after the arc occurred, what is unequivocal is that there were no AEP employees anywhere near the accident site and that AEP wholly failed to de-energize or cover the overhead electric lines. The arc caused significant damage to the moving equipment and ultimately resulted in litigation

(Franklin County Common Pleas Case No. 06CVC-11-15302, the "Litigation") between the House movers, AEP and Muncie.

Most importantly, AEP failed to de-energize or cover the overhead electric lines with full knowledge that the most distance possible between the House and the overhead electrical line was less than 2 feet 4 inches! The aforementioned distance is calculated as follows:

I. Measurements

Width of House with Eaves:	52'6"	=	630"
Width of High Street:	60'	=	720"
Cross Bar of Pole Intrudes in High Street (estimated):	3'	=	36"

II. Calculation of Distance from House to Electrical Line:

720"	Width of High Street
(36")	Cross-bar on pole that holds the electrical lines
(630")	Width of House
54"	Total Distance between House and Electrical Line
/2	Divided by Two Sides of Street
27" (2'4")	Distance Between House and Electrical Connection on High Street

Amazingly, by failing to de-energize or cover the overhead electric lines AEP violated PUCO's guidelines. Under the mandates of the National Electric Safety Code (as testified by Mr. Minniear under oath¹) there needed to be a minimum safe distance of 9 feet 3 inches because the electrical line carried 13,200 volts PLUS an additional distance due to "side swing" which is apparently additional safe distance based on wind. Mr. Minniear also testified under oath that AEP's internal policy² tries to INCREASE the minimum safe distance articulated in the National Electrical Safety Code, yet incredibly AEP still allowed the House to move on High Street when the maximum distance would be 2 feet 4 inches from the electrical line.

Using even the 9 foot 3 inch buffer as the standard, AEP violated such standard by seventy-five percent (75%) less distance between the House and the electrical lines (excluding the "side swing" factor which would require additional distance). Mr. Minniear further testified that even if the electrical lines are covered with "rubber insulated goods...you still have to maintain your ten feet or 9.3 feet away by code". Of course, AEP did neither of the foregoing.

AEP was responsible to Muncie, and all other parties involved in the House move, to ensure that the moving route would be safe from electrical hazards which AEP wholly failed to do. AEP's negligence by failing to de-energize the overhead power lines that ran parallel to High Street was to the detriment of Muncie and the movers. It is an true miracle that no one was killed when the electric line arced and the ensuing explosion.

¹ Please let me know if you would like a copy of Mr. Minniear's deposition transcript.

² According to Mr. Minniear's testimony, AEP's internal requirements are delineated in its "Safety Book" or "Standard Book" which we do not have.

Rather than admitting that it made a mistake by not de-energizing or covering the overhead electric lines and trying to remedy the situation, AEP began intentionally misrepresenting the facts of the House move. Examples are as follows:

1. In AEP's own "Accident Investigation Report" (attached hereto as Exhibit C), AEP claims "With the house being centered in the road there was plenty of clearance on each side", "they had steered to the east side of the road, out of the center", "they did not need to be on the east side like they were", "would have been fine if they hadn't went so far to the east" and that "The house had been coming down the middle of the road the whole way, but when they got to the last span of primary wire...on the right...is when they steered into it". The Video unequivocally proves that AEP's assertions are intentionally and factually erroneous: the House maintained a consistent path along the center line of High Street and it did NOT veer or steer into the electrical line.

2. In a letter dated April 12, 2006 (attached hereto as Exhibit D) from Crawford & Company (AEP's own insurance administrator) to AEP, Crawford & Company memorializes AEP's intentionally false summation of the House move:

you [AEP] felt that Dingey [the mover] was responsible for this accident due to the fact that their driver veered off the path that he was supposes [sic] to follow by approximately 10 to 12 feet (emphasis added).

Again, the Video unequivocally proves that AEP's assertions are intentionally and factually erroneous and that the House maintained a consistent path along the center line of High Street throughout the House move.

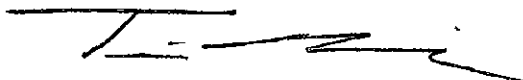
AEP's failure to de-energize the overhead power lines that ran parallel to High Street (with a distance between the House and the electrical line of 2 feet 4 inches) constitutes gross negligence and violations of PUCO guidelines, the National Electrical Safety Code, and AEP's own internal policies. AEP's continuing refusal to take responsibility for its failure to de-energize or cover the electrical lines and its continuing pattern of falsifying the facts of the incident demonstrates AEP's lack of respect for electrical safety and that the protection of property and life is not of high importance.

Based on the foregoing, Muncie respectfully requests that PUCO (i) penalize AEP for its failure to de-energize or cover the high-voltage electrical lines while allowing the House to be within a distance of 2 feet 4 inches of such electrical lines, (ii) take any and all action against AEP to insure that this type of gross negligence does not occur again so that property is not damaged nor loss of life occurs, and (iii) pursuant to Ohio Administrative Code Section 4901:1-10-30(A)(3), order AEP to indemnify and hold Muncie harmless from any and all liability and damages that it has or will suffer as a result of the equipment damage suffered by the House movers and the costs and expenses associated with the Litigation.

Public Utilities Commission of Ohio
February 20, 2008

We hope that this summary sufficiently delineates the facts of AEP's wrongdoings and look forward to assisting and cooperating with your investigation.

Respectfully submitted,
Madison & Rosan, LLP

A handwritten signature in black ink, appearing to read 'T. Madison', with a horizontal line above it.

Timothy G. Madison

TGM/gm

Enclosures

House Move Cost Estimate Agreement

8/21/01 rev.

Date: 10/28/05 1-4-06

JULIA DELIA (Customer) hereby requests that American Electric Power (AEP) prepare a detailed cost estimate for a proposed house move in accordance with the route information provided below. The estimate shall include the estimated costs for work required prior to the time the house is moved and per hour estimate for the work, including engineering, labor, materials, transportation, and overheads, needed during the house move.

Customer agrees to pay a deposit of \$1000.00 for the preparation of this estimate. If the house move is performed and occurs over the route the customer has specified below, the deposit amount will be credited toward the cost of preparing the estimate and any work AEP is required to perform. Customer shall be responsible for the actual costs incurred. If the house move does not occur within 30 days of the date specified by the Customer or if Customer informs AEP that the move has been cancelled, whichever occurs first, all costs incurred by AEP will be deducted from the deposit and a refund or bill for any balance owed will be sent to Customer. In the event Customer changes the route, another estimate will be prepared and another \$1000 deposit will be required. A separate deposit will be required for each route requested.

The route specified by the customer is as follows:

Columbus Southern Power

883 66H

By ORVAL MINNICK
Name/Title

Date 10/28/05

Customer

By JULIA DELIA owner
Name/Title

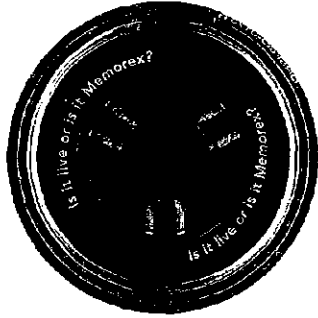
Date 1-4-06

EXHIBIT

A

MADISON & ROSAN, LLP
Muncie / Delia

bill video services
Columbus, Ohio
2007



DVD

tabbles	EXHIBIT
	B



AEP: America's Energy Partner®

ACCIDENT INVESTIGATION REPORT

PART I

[[This Report Format, This Form, Is Being Used to Document and Share the Findings of An Electrical Flash By A Private 'House Moving Contractor' That Occurred in Columbus, Ohio.]]

Name: Not Applicable - N/A (Public Flash) Age: N/A Sex: N/A S.S.#: N/A
Classification: Not Applicable
How Long In Classification: Not Applicable
How Long In Department: Not Applicable Date of Employment: Not Applicable

PART II

Accident Classification and Type (Check All Applicable Boxes)

☐ Fatality ☐ Electrical Contact ☐ First Aid
☐ Lost Workday ☒ Electrical Flash ☐ Near Miss
☐ Restricted Activity ☐ Medical Case ☐ Vehicle Accident

Weather Conditions: Cold and clear day

Date of Accident: February 19, 2006

Time 9:50 AM

Reported to Whom: Dan Goldsmith, Supervisor Distribution Systems

Date 02/19/2006 Time 10:00 AM

Where did accident occur? (Be specific; i.e. overhead line, power plant, etc.; if inside plant give location)

South High Street, South of Stewart Avenue; On The East Side of South High Street, Columbus, Ohio.

Unit/Department: Southeast Service Center

Town Columbus

State: Ohio

Names of Witnesses to Accident: Dingey Movers

Name and Classification of Supervisor In Charge of Work:

Mike Flowers, Line Crew Supervisor
Doug Scott, Line Crew Supervisor
Orval Minniear, Engineering Technician

Job Safety Briefing Conducted By: ☒ Person In Charge of Work ((AEP With AEP Personnel))

☒ There Was No Coordinated Safety Briefing of Total Project Scope

SP038 EXHIBIT

C

PART III
Recommended Action

Recommended Action:

- 1) To have AEP Supervisor and/or qualified person to be with house movers and have a direct contact with the rig operator to communicate any unsafe condition for stopping the job; include this procedure in Contract.
- 2) To change the written contract to spell out that "No Moving Work" will be done without first having a safety job briefing at the job site; with all workers involved to be present. ((Reference: House Moving Service Agreement" 9590-3219 (R2-91) IAE))
- 3) Furnish AEP with the height and width when loaded; include this procedure in Contract.
- 4) All the above should be written into our existing contract form. And that no move starts to occur until a coordinated Safety Briefing with all parties occur.

Incident Analysis Committee

Signature	Title	Location	Date
/s/ Dan L Goldsmith	Supervisor Distribution Systems	Southeast Service Center 5900 Refugee Rd	02/20/2006
/s/ Larry Mike Flowers	Line Crew Supervisor	Southeast Service Center 5900 Refugee Rd	02/20/2006
/s/ Orval Minniear	Engineering Technician Center	Customer Design 850 Tech Center	02/20/2006

Part IV
Corrective Action

Assigned to: Donald D Schaal

Date to be completed: March 15, 2006

Signed: /s/ Donald D Schaal **Title:** Manager Distribution Systems **Date:** February 21, 2006
Plant Manager/Region Director/Dept. Mgr.

Date Completed: _____ **Signed:** _____ **Title:** _____

Description of Accident

(If Insufficient Space - Continue on the back or an extra sheet) (If Applicable, Attach Sketch)

Place of Accident: South High Street, South of Stewart Avenue, East Side of South High Street, Columbus, Ohio

Classification of Injured: Not Applicable Period of Disability: Not Applicable

Extent of Injuries: None

Description of Accident: Mover Contacted Primary on Contractor House Move:

Following is a narrative accounting of the events on Sunday, February 19, 2006:

AEP crews came to the house location at 6:30 am for the purposes of a safety briefing with the house moving contractor (Dingey Movers). Prior to this project work, it had been established that this would occur.

We asked several times when it was going to take place, with no answers. We held our own safety briefing and talked about the hazards that we might come in contact with. We also talked to other utilities and they informed us that they had been asking about the safety briefing, also. The city electric employees waited until about 7:30 am, then they left to begin their part of the dropping of their wires. At 7:50 am the house movers pulled out onto High Street and we stopped them to get a true height measurement. Once we got the measurement, they started down the road.

Mike Flowers, Line Crew Supervisor, stayed out in front of them with three bucket trucks and Doug Scott, Line Crew Supervisor, and Orval Minniear, Engineering Technician, stayed behind with two bucket trucks. ((There were a total of 13 AEP employees working to help with this house move.)) Mike Flowers stayed in front until they went under the double circuit at Whittier Street. With the house being centered in the road there was plenty of clearance on each side. Mike Flowers remained in the front about another block before he took two of the crews to the next location.

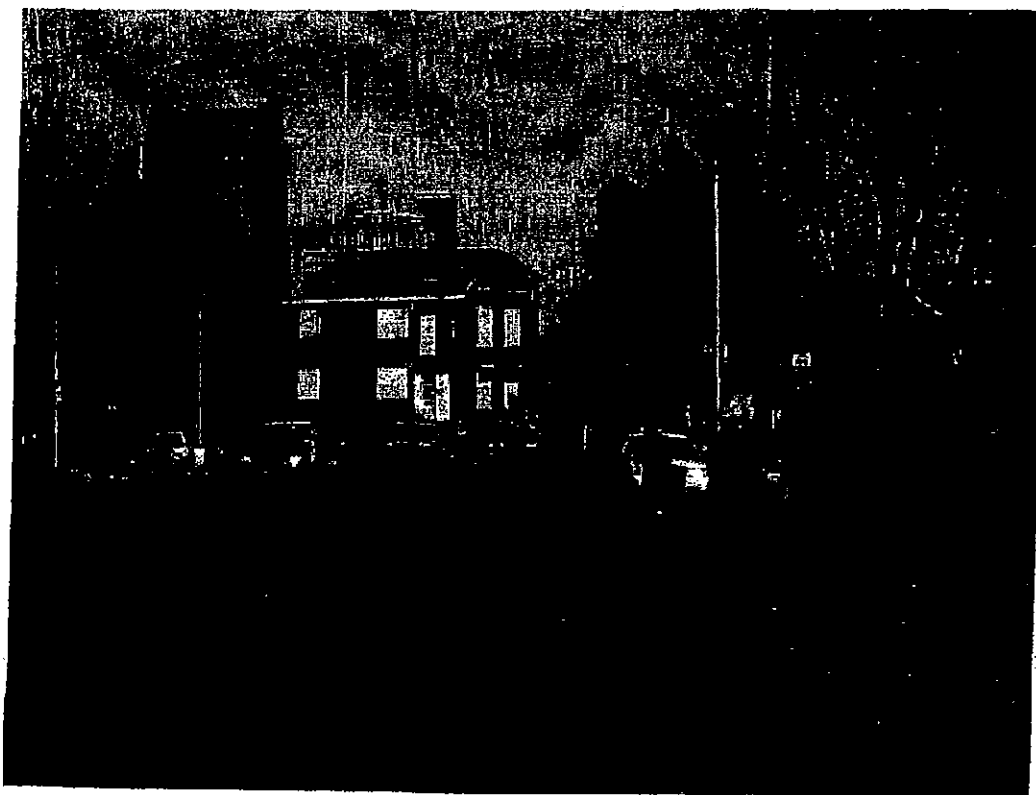
When the house contacted the primary, they had steered to the east side of the road, out of the center. They began to correct the turn when they contacted the primary with the northeast corner of the overhang. There was plenty of room on the west side of the road; also no primary voltage in conflict. ((They did not need to be to the east side like they were.)) They had gone so far east that they had to trim the trees on the east side just to keep going forward. Most all of the tree trimming had been done the week before and would have been fine if they hadn't went over so far to the east. After the contact had been made we dropped the circuit and took the wire off the overhang and kept the wire in the clear until the house got back in the center of the street. When the house was in the clear the circuit was energized.

Does the investigating committee feel it has a clear picture of just what caused the accident? ☒ Yes ☐ No
If yes, why did this accident occur? (If no, please explain):

- 1) Lack of communication from the moving company and the utilities working with them. No safety job briefing by the moving company.
- 2) Job condition change and no communication or job re-briefing with the utilities from the mover.
- 3) No observers from the moving company.
- 4) No single observer from AEP.
- 5) Mover changed the route (center of the road) they veered off to the left side of the road for no reason.

Photo of House Move

The photographer is standing at about the location where the eve of the house contacted our primary line on the right ... just south of Stewart Street. ((In this photo, the house was moving south .. and contacted our primary on the right ... to move around tree branches on the left ... that are not in this photo.)) The house had been coming down the middle of the road the whole way, but when they got to the last span of primary wire on the right is when they steered into it.





April 12, 2006

Kym Hamilton – Claims Department
AMERICAN ELECTRIC POWER
1 Riverside Plaza
Columbus, OH 43214

RE: Client: American Electric Power
 Claimant: Dingey Movers, Inc., et al.
 Date of Loss: 2-19-06
 Our File Number: 655-47741

Dear Ms. Hamilton:

This will supplement our last report of March 9, 2006, on the above property damage claims from the aforementioned loss.

CLAIMANT:

DINGEY MOVERS, INC.

We had previously requested a copy the Hold Harmless Agreement from American Electrical Power, in order for us to identify who had signed this and determine if there would be any liability on behalf of your company.

On 3/10/06, we were contacted by Mr. Matt Sundeen from the McGuire Agency, who is the carrier for Mr. Dingey.

He stated that his client had never signed anything and was looking for his damages to be paid.

We advised Mr. Sundeen that his client does have an obligation to mitigate his damages, and if he had insurance coverage or if he had coverage on his property, he should turn this over to his own carrier, which we were advised was St. Paul Insurance Company.

Mr. Sundeen returned our call later on the day, stating that his client was tearing down the equipment to get some idea of the damages, and again we suggested that he turn this over to his own carrier.

EXCELLENCE IN EVERYTHING WE TOUCH

400 W. Wilson Bridge Rd., Ste 150 ■ Columbus, OH 43085 ■ (614) 846-2047 ■ Fax (614) 846-5074 ■
stuart_tucker@us.crawco.com



RAWFORD-065

On 3/15/06, the agent again called and said he had received an estimate for his client's damage, and would forward it to our attention.

On the 17th, we again spoke with you and asked you about the Hold Harmless Agreement and you informed us that you are talking with your legal department and would advise us when this was available.

On 3/17/06, we also received the attached fax from Mr. Dingey's agent, and while we were not able to read the first sheet, the second sheet is an estimate from Holland Moving & Rigging Supplies out of Iowa wherein they state that there is \$82,560.00 damage to Dingey's equipment.

On 3/23/06, you contacted our office and stated that you had a meeting with the American Electric Power attorney and the agreements, which we were waiting for, allegedly had been signed by the owner of the house that was being moved, a Julia D'Elia. You also informed us that you felt that Dingey was responsible for this accident due to the fact that their driver veered off the path that he was supposed to follow approximately 10 to 12 feet. You advised us that this would be all right to give this information to the agent.

On 3/23/06, we spoke with the agent for Mr. Dingey, and advised him that American Electric Power felt that Dingey had veered off the path and again recommended that he go to his own carrier.

The agent advised us that he would certainly give this information to Mr. Dingey, but he was certain that he would turn it over to an attorney and file a lawsuit.

On 3/28/06, we received a telephone call from Bill Dingey, requesting a letter from American Electric Power as to why they were not liable. He also informed us that he would be turning this matter over to his attorney and the attorney would contact us.

PHOTOS:

Attached are the photos we had taken of the damaged equipment at our meeting with Mr. Dingey.

MUNCIE/DELIA DEVELOPMENT, LLC:

This is the company that owns the home that was being moved at the time of the accident, and on 3/10/06, you had forwarded to us a copy of the house move cost estimate agreement and the house moving service agreement.

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400 W. Wilson Bridge Rd., Ste 150 ■ Columbus, OH 43085 ■ (614) 846-2047 ■ Fax (614) 846-5074 ■
stuart_tucker@us.crawco.com

April 12, 2006

AMERICAN ELECTRIC POWER

655-47741

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The first which is the house moving cost estimate, was signed on 1/4/06 by the owner, however, the second agreement which had the indemnification agreement was never signed by the home mover.

On 3/23/06, you advised us that it would be in order for us to contact the owner of the home, and see if she would provide us with a copy of the video that she had of the move in exchange for a copy of the unsigned agreement.

We then contacted Ms. D'Elia and she was agreeable to this.

However on 3/28/06, when we met with her, she informed us that she had turned the video over her attorney who she refused to identify.

She said that he will keep the video in safekeeping, but would not give us the identity of her attorney. She said this was because every time he is contacted he charges her a fee.

She stated that personnel from American Electric Power cut off the power to Whittier Street and then reconnected to the wrong line on High Street and that they should be responsible for this accident.

Again, we have made no commitment to either of the claimants in regards to this incident, and will await your further instructions.

PHIL JONASSEN MOVERS, INC

This individual had some equipment, which was being used by Dingey Movers that was damaged in this incident.

We understand from Mr. Dingey's agent that this individual also has an attorney and is pursuing the claims against Mr. Dingey.

RECOMMENDATION

At this point in time, we have heard nothing further from the attorney for the owner of the home, or Mr. Dingey's attorney.

As soon as we are contacted by them we will advise you according.

REMARKS

We will place our file on a 30-day diary, and will await your instructions.

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stuart_tucker@us.crawco.com

April 12, 2006

AMERICAN ELECTRIC POWER

655-47741

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Very truly yours,

CRAWFORD & COMPANY

Don Kinker
Senior Adjuster

- Encls. 1. Photographs of damaged equipment taken in Zanesville, Ohio
2. The 3/17/06 fax from Dingey's agent with an estimate on his damaged.

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stuart_tucker@us.crawco.com