

FILE

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PUCO

BEFORE THE
PUBLIC UTILITIES COMMISSION OF OHIO

THOMAS AND DERRELL WILKES)

Complainants,)

vs.)

CASE NO. 09-682-EL-CSS

OHIO EDISON COMPANY)

Respondent.)

ANSWER OF OHIO EDISON COMPANY

Pursuant to Section 4901-9-01 of the Ohio Administrative Code, Respondent Ohio Edison Company ("Ohio Edison") hereby submits the following Answer to the allegations of the Complaint ("PUCO Complaint") filed by Thomas and Derrell Wilkes ("Wilkes") in the above-referenced proceeding.

1. This matter arises from Ohio Edison's enforcement of a public utility easement in a civil action filed by Ohio Edison on April 9, 2009, in the Mahoning County Court of Common Pleas. *See Ohio Edison v. Thomas W. Wilkes, et al.*, Case No. 2009-CV-01280, filed April 9, 2009. (A true and correct copy of Ohio Edison's Common Pleas Complaint for Injunctive and Declaratory Relief is attached hereto as Exhibit "1").

2. As set forth in the Common Pleas Complaint, Ohio Edison is presently seeking injunctive and declaratory relief to compel the Wilkes to remove an above-ground swimming pool and storage shed that are presently located within Ohio Edison's right-of-way in violation of an Easement that was granted to Ohio Edison in 1949. The proper remedy for the encroachments under

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the Easement and Ohio law is a mandatory injunction to compel the Wilkes to remove the pool and storage shed from the right-of-way.

3. With respect to the allegations of the first sentence of the first paragraph of the PUCO Complaint, Ohio Edison admits that it currently operates a 69kV transmission line, known as the Boardman-Pidgeon South transmission line, pursuant to an easement granted to Ohio Edison in 1949, and recorded at Vol. 79, page 535 in the Mahoning County Recorder's Office. (A true and correct copy of Ohio Edison's Easement is attached hereto as Exhibit "C" to Exhibit 1.) The remaining allegations are denied.

4. With respect to the allegations of the second and third sentences of the first paragraph of the PUCO Complaint, Ohio Edison states that Thomas and Derrell Wilkes purchased their property with full knowledge of the existing 69kV transmission line, and knew or should have known of the existence of the above referenced easement, and that the Wilkes have violated Ohio Edison's rights under the Easement by wrongfully erecting, maintaining, and refusing to remove an above-ground swimming pool and storage shed that presently exists within Ohio Edison's right-of-way. Ohio Edison is without sufficient information and knowledge to verify the exact date when the storage shed and pool were originally constructed or whether "all County and Township permits were pulled prior to construction" and thus denies such allegations.

5. Answering further, Ohio Edison states that its 1949 Easement grants "the right to clear and keep clear [Ohio Edison's] right of way of trees, bushes and other obstructions within a distance of fifty feet of the center of said right of way." (Exhibit 1, Ex. C). Here, upon discovery of the encroachments in October 2008, Ohio Edison immediately requested that the Wilkes remove the swimming pool and storage shed from Ohio Edison's right-of-way, which they initially agreed to do.

Thereafter, when the Wilkes refused to move the swimming pool and storage shed and wrongfully refused to allow Ohio Edison to remove the swimming pool and shed from the right-of-way, Ohio Edison filed the Common Pleas Complaint for Declaratory and Injunctive relief in the Court of Common Pleas for Mahoning County. The case is still pending.

6. With respect to the remaining allegations of the first paragraph of the PUCO Complaint, Ohio Edison admits that the swimming pool and storage shed are presently located too close to the existing 69kV transmission line in violation of the National Electrical Safety Code ("NESC") and thus must be removed from Ohio Edison's right-of-way. (See Affidavit of David Kozy, attached as Exhibit A to the Complaint) ("Kozy Affidavit"). The Kozy Affidavit speaks for itself and Ohio Edison admits the facts set forth therein.

7. Answering further, Ohio Edison states that the present NESC violation was created by the Wilkes who have wrongfully refused to remove an above-ground swimming pool and storage shed from Ohio Edison's right-of-way. Ohio Edison therefore is presently seeking an injunction from the Mahoning County Court of Common Pleas to enforce its Easement and to redress the NESC violation by compelling the Wilkes to remove or move the swimming pool and storage to a new location that is more than 50 feet from the center line of the Boardman-Pidgeon South 69kV transmission line. Ohio Edison therefore denies that it has any legal obligation to move its existing transmission lines in any manner.

8. With respect to the allegations of Paragraph 2 of the PUCO Complaint, Ohio Edison denies that the Public Utilities Commission of Ohio ("PUCO") has the jurisdiction or authority to compel Ohio Edison to move the existing 69kV transmission line and denies that the Wilkes are entitled to any such relief under the Easement or Ohio law. The existing 69kV transmission line was

constructed in the early 1960s in accordance with Ohio law, and Ohio Edison has at all times acted in accordance with its Tariff, PUCO No. 13, on file with the PUCO, as well as all rules and regulations as promulgated by the PUCO, the laws existing in the State of Ohio, and accepted standards and practices in the electric utility industry. Thus, Ohio Edison denies that it has engaged in any conduct with respect to the existing 69kV transmission line that is unjust or unreasonable under R.C. 4905.26. All remaining allegations of the PUCO Complaint not expressly admitted herein are denied.

AFFIRMATIVE DEFENSES

9. The PUCO lacks subject matter jurisdiction over the instant Complaint because it arises from Ohio Edison's enforcement of property rights granted by an Easement and does not seek to challenge whether any policy or practice affecting or relating to any service furnished by a public utility is "unreasonable, unjust, insufficient, unjustly discriminatory, or unjustly preferential" under R.C. 4905.26. *See Corrigan v. Illuminating Co.*, 2009-Ohio-2524, 122 Ohio St.3d 265 (2009).

10. The Mahoning County Court of Common Pleas has general subject matter jurisdiction and is exercising jurisdiction over Ohio Edison's action to enforce a public utility easement granted under Ohio law. The PUCO should not take any action to interfere with the exercise of jurisdiction by the Court of Common Pleas over this matter.

11. The PUCO Complaint fails to state a claim upon which relief can be granted because it fails to identify any specific practice by Ohio Edison that is "unreasonable, unjust, insufficient, unjustly discriminatory, or unjustly preferential" within the meaning of R.C. 4905.26.

12. To the extent that the complaint states a claim that falls within the jurisdiction of the PUCO, Ohio Edison reserves the right to raise one or more of the following affirmative defenses:

- A. Express Easement
- B. Implied Easement
- C. Implied Easement by necessity
- D. Prescriptive Easement
- E. License
- F. Waiver
- G. Estoppel
- H. Laches
- I. Unclean Hands
- J. Negligence/Comparative Negligence/Contributory Negligence
- K. Nuisance
- L. Lack of Proximate Causation.
- M. Ohio Revised Code 5301.53 bars the extinguishment of a public utility easement.

WHEREFORE, having fully answered the PUCO Complaint, Respondent, Ohio Edison Company, respectfully requests that the instant complaint be dismissed, and that it be granted any other relief that this Commission may deem just and reasonable.

Respectfully submitted,



Anne M. Juterbock (0079637)

Attorney

FirstEnergy Service Company

76 South Main Street

Akron, Ohio 44308

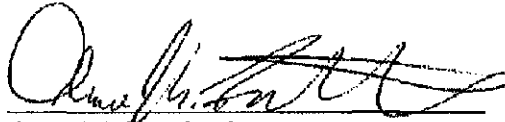
Phone: 330-374-6550

Fax: 330-384-3875

On behalf of Ohio Edison Company

CERTIFICATE OF SERVICE

THIS IS TO CERTIFY that a copy of the foregoing Answer was served by regular U.S. Mail, postage prepaid, upon Brett M. Mancino (counsel for Complainant, Thomas and Derrell Wilkes), 1360 East Ninth Street, 1000 IMG Center, Cleveland, Ohio 44114 this 25th day of August, 2009.

A handwritten signature in black ink, appearing to read "Anne M. Juterbock", written over a horizontal line.

Anne M. Juterbock
Attorney

157 - 1 7.13

IN THE COURT OF COMMON PLEAS
MAHONING COUNTY, OHIO

OHIO EDISON COMPANY
76 South Main St.
Akron, Ohio 44308

Plaintiff,

vs.

THOMAS E. WILKES and
DERRELL C. WILKES,
8230 Gardenwood Place
Youngstown, Ohio 44512-5809

Defendants.

CASE NO. 2009 CV 01280

JUDGE

Mag. Eugene Fehr

**VERIFIED COMPLAINT FOR
INJUNCTIVE AND DECLARATORY
RELIEF**

Plaintiff Ohio Edison Company ("Plaintiff" or "Ohio Edison") for its Complaint for Injunctive and Declaratory Relief against Defendants Thomas E. Wilkes and Derrell C. Wilkes ("Defendants") respectfully states as follows:

PARTIES

1. Plaintiff Ohio Edison is a corporation and public utility organized and existing under the laws of the State of Ohio, with its principal place of business located at 76 South Main St., Akron, Ohio 44308.

2. Defendants Thomas E. Wilkes and Derrell C. Wilkes are the owners of residential property located 8230 Gardenwood Place in Boardman Township, Mahoning County, Ohio. Defendants' lot is located in the Glen Park Estates subdivision to the east of Hitchcock Road. Upon information and belief, Defendants purchased their lot sometime in 1977.

EXHIBIT

1

JURISDICTION AND VENUE

3. This Court has jurisdiction and venue over this matter because Defendants are residents of Mahoning County, Ohio, the property at issue is located in Mahoning County, Ohio, and the causes of action arose in Mahoning County, Ohio.

FACTS

4. This case arises from the need to remedy an encroachment and an ongoing violation of the National Electric Safety Code ("NESC") that arises from an above-ground swimming pool and outdoor storage shed that are located at an unsafe and hazardous distance from a 69kV circuit high voltage electrical transmission line. True and correct copies of photographs of the swimming pool and outdoor storage shed, which shows their close proximity to the existing 69kV transmission line, are attached hereto as Exhibits "A" and "B."

5. Plaintiff Ohio Edison is a public utility that has been granted an Easement, dated January 17, 1949, and recorded in the Mahoning County Recorder's Office in Volume 79, Page 535, for the construction, maintenance, and operation of high voltage electrical transmission lines, now known as the Boardman-Pidgeon South transmission line (the "Easement"). A true and correct copy of the 1949 Easement is attached hereto as Exhibit "C".

6. The Easement was granted by D.N. Garver who was the owner of approximately 116 acres of land on the east side of Hitchcock Road before it was subdivided and developed for the Glen Park Estates residential subdivision.

7. Electric transmission poles and wires were first constructed in the early 1950s along the northern boundary of Mr. Garver's property in the area described in the 1949 Easement. Ohio Edison's use of the right-of-way for the operation of electrical transmission lines has been open, apparent, notorious, continuous, and permanent for over 55 years, well before the Garver property was subdivided, well before the Wilkes purchased their lot in 1977,

and well before the Wilkes erected the above-ground swimming pool and storage shed that are the subject matter of this Complaint.

8. As set forth therein, the Easement provides Ohio Edison with the right to keep the right-of-way clear of any obstructions within a distance of fifty feet on either side of the center line. At the time the Easement was granted in 1949, there were no structures or other encumbrances in Ohio Edison's right-of-way.

9. Defendants have wrongfully erected, and continue to maintain and use, an above-ground swimming pool and storage shed that are located within Ohio Edison's right-of-way in violation of the Easement.

10. Upon further investigation, Ohio Edison has determined that the distance between the above-ground swimming pool and storage and the transmission lines also violates the NESC, which establishes certain minimum safety standards that govern the installation, maintenance, and operation of high voltage transmission and distribution lines throughout the United States.

11. The continued presence of the pool and the storage shed at their existing locations within Ohio Edison's right-of-way, therefore, creates an unsafe and hazardous condition that must be promptly remedied by removing the obstructions or by moving the pool and storage shed to a safer location outside of the right-of-way.

12. When contacted about the encroachments and ongoing NESC violation in October 2008, Defendants originally agreed to remove and relocate the storage shed and the above ground pool to a safer location outside of the right-of-way. Defendants requested, however, that Ohio Edison grant additional time (until April 30, 2009) to accomplish this task.

13. More recently, however, Defendants have advised Ohio Edison, by and through their attorney, that they do not intend to relocate the storage shed and above-ground pool on or

before April 30, 2009, and will not allow Ohio Edison to take the actions necessary to remedy the NESC violation by removing the shed and above-ground swimming pool from the Easement.

14. Accordingly, Plaintiff Ohio Edison seeks appropriate injunctive relief from this Court to remedy the encroachments and NESC violation caused by the close proximity of Defendants' swimming pool and storage shed to the existing 69kV transmission lines.

COUNT ONE
(BREACH OF EXPRESS EASEMENT)

15. Ohio Edison hereby incorporates by reference the allegations contained in paragraphs 1 through 14 as if fully rewritten herein.

16. Ohio Edison has been granted an Easement for the construction, maintenance, and operation of high voltage electrical transmission lines, now known as the Boardman-Pidgeon South 69kV transmission line. The Easement was granted in 1949 by the owner of the servient estate (D. N. Garver) for the benefit of Ohio Edison. The Easement runs with the land and is fully applicable to all of Mr. Garver's successors and assigns, including Thomas and Derrell Wilkes.

17. The Easement provides Ohio Edison with the right to keep the right-of-way clear of any buildings, structures, or other obstructions within a distance of fifty feet on either side of the center line of the right of way.

18. Defendants' erection, maintenance and continuing use of a storage shed and above-ground swimming pool within Ohio Edison's right-of-way constitutes a wrongful encroachment and breach of the Easement granted to Ohio Edison.

19. Under Ohio law, a mandatory injunction is the proper remedy to compel the removal of an encroachment by Defendants. There is no adequate remedy at law.

20. An injunction to remedy the encroachments is particularly necessary where, as here, the encroachments create an unsafe and dangerous condition in violation of the NESC. The actual and potential harm caused by failing to remedy the encroachments (and the resulting NESC violations) far outweigh the potential cost to Defendants of removing the encroachments from Ohio Edison's right-of-way.

COUNT TWO
(BREACH OF IMPLIED EASEMENT)

21. Ohio Edison hereby incorporates by reference the allegations contained in paragraphs 1 through 20 as if fully rewritten herein.

22. Ohio Edison has an implied easement arising from the long-standing, continuous, apparent, permanent, and necessary use of a 100 ft. right-of-way (50 feet on each side of the center line) for the construction, maintenance and operation of high-voltage transmission lines, known as the Boardman-Pidgeon South 69kV transmission line.

23. The implied easement includes the right to remove any obstructions that may interfere with what is reasonably necessary and convenient to maintain and operate the existing 69kV transmission lines in a safe and effective manner.

24. Defendants' continuing maintenance and use of the storage shed and above-ground swimming pool in violation of the NESC wrongfully and unreasonably interferes with the safe maintenance and operation of the existing 69kV transmission lines in breach of Ohio Edison's implied easement.

25. Under Ohio law, a mandatory injunction is the proper remedy to compel the removal of an encroachment by Defendants. There is no adequate remedy at law.

26. An injunction to remedy the encroachments is particularly necessary where, as here, the encroachments create an unsafe and dangerous condition in violation of the NESC. The

actual and potential harm caused by failing to remedy the encroachments (and the resulting NESC violations) far outweigh the potential cost to Defendants of removing the encroachments from Ohio Edison's right-of-way.

COUNT THREE
(BREACH OF PRESCRIPTIVE EASEMENT)

27. Ohio Edison hereby incorporates by reference the allegations contained in paragraphs 1 through 26 as if fully rewritten herein.

28. To the extent that Defendants deny that Ohio Edison has been granted an express or implied easement to maintain and operate a 69kV transmission lines in their existing location, then Ohio Edison also would have a prescriptive easement arising from the open, notorious, adverse, and continuous use of the transmission lines for more than 21 years.

29. Defendants' continuing maintenance and use of the storage shed and above-ground swimming pool in violation of the NESC wrongfully and unreasonably interferes with the safe maintenance and operation of the existing 69kV transmission lines in breach of Ohio Edison's prescriptive easement.

30. Under Ohio law, a mandatory injunction is the proper remedy to compel the removal of an encroachment by Defendants. There is no adequate remedy at law.

31. An injunction to remedy the encroachments is particularly necessary where, as here, the encroachments create an unsafe and dangerous condition in violation of the NESC. The actual and potential harm caused by failing to remedy the encroachments (and the resulting NESC violations) far outweigh the potential cost to Defendants of removing the encroachments from Ohio Edison's right-of-way.

COUNT FOUR
(NUISANCE)

32. Ohio Edison adopts and incorporates by reference the allegations contained in paragraphs 1 through 31 as if fully rewritten herein.

33. Under Ohio law, a nuisance can arise if a party wrongfully invades another's interest in the reasonable use or enjoyment of property.

34. A nuisance also can arise if a party negligently or carelessly maintains a dangerous or unsafe condition that causes damage or creates an unreasonable risk of harm.

35. Defendants' continuing maintenance and use of the storage shed and above-ground swimming pool in close proximity to Ohio Edison's existing 69kV transmission lines constitutes a continuing and ongoing nuisance that unreasonably interferes with Ohio Edison's use and enjoyment of its property and wrongfully and negligently creates an unreasonable risk of substantial harm.

36. Defendants have violated the standard of reasonable care that a prudent person would exercise in preventing, and failing to remedy, the unsafe and hazardous conditions created by maintaining the storage shed and swimming pool at an unsafe distance from the existing 69kV transmission lines in violation of the NESC.

37. Ohio Edison therefore is entitled to injunctive relief to abate the ongoing nuisance and to remedy the unsafe and dangerous condition created by Defendants. There is no adequate remedy at law.

COUNT FIVE
(DECLARATORY RELIEF)

38. Ohio Edison hereby incorporates by reference the allegations contained in paragraphs 1 through 37 as if fully rewritten herein.

39. Under R.C. 2721.03, a party interested under a written deed or recorded easement may seek and obtain a declaration of rights, status, or other legal relations under such written instrument.

40. Here, a justiciable case and controversy has arisen with respect to the rights, duties, status, and obligations of the parties under the terms of a written easement that was granted to Ohio Edison for the construction, maintenance and use of electrical transmission lines. A copy of the Easement is attached as Exhibit "C."

41. In particular, a dispute has arisen over whether the Easement attached hereto as Exhibit "C" authorizes Ohio Edison to remove any obstructions (or to compel Defendants to remove any obstructions) located within 50 feet of the center line of the existing transmission line, including the right to remove or to compel the removal of the storage shed and swimming pool referenced in this Complaint.

42. Accordingly, Ohio Edison requests that the Court enter a declaratory judgment with respect to the rights, status and other legal relations of the parties under the Easement and, among other things, grant declaratory relief that upholds Ohio Edison's right to remove any obstructions, or to compel Defendants to remove any obstructions, located within 50 feet of the center line of the existing 69kV transmission line.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Ohio Edison respectfully prays that the Court grant the following relief:

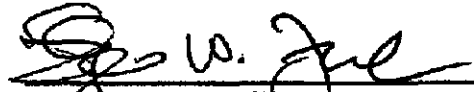
(A) Issue a preliminary and permanent injunction to enjoin Defendants Thomas and Derrell Wilkes from interfering or impairing Ohio Edison's right to take the actions necessary to remedy the ongoing NESC violation by removing any and all obstructions in the right-of-way that unreasonably interfere with the safe and effective maintenance and use of the existing 69kV transmission lines.

(B) Issue a mandatory injunction to compel Defendants Thomas Wilkes and Derrell Wilkes to remedy the encroachments and abate an ongoing and continuing nuisance by removing the above-ground swimming pool and storage shed from Ohio Edison's right-of-way or by moving the above-ground swimming pool and storage shed to a safer location outside of the right-of-way. Such remedial actions should be taken by Defendants under Ohio Edison's supervision in order to ensure that any removal or moving of the swimming pool and storage shed occurs in a safe manner that does not cause any injury and does not interfere with the safe and efficient operation of the transmission lines.

(C) Issue a declaratory judgment under R.C. 2721.03, declaring all of the rights, status, and other legal relations of the parties under the Easement and, among other things, granting declaratory relief that upholds Ohio Edison's right to remove any obstructions, or to compel Defendants to remove any obstructions, located within 50 feet of the center line of the existing 69kV transmission line.

(D) Award all costs, including reasonable attorney fees, incurred in this action and grant any other relief that may be just and appropriate under the circumstances.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "S. W. Funk", written over a horizontal line.

Stephen W. Funk (0058806)
ROETZEL & ANDRESS, LPA
222 South Main Street
Akron, OH 44308
Telephone: 330.376.2700
Facsimile: 330.376.4577
sfunk@ralaw.com

Attorneys for Plaintiff Ohio Edison Company

VERIFICATION

I, WALTER J. FLACH, having first been duly cautioned and sworn, states as follows:

I am a Real Estate representative for Ohio Edison Company., the Plaintiff in the above-referenced action. On behalf Ohio Edison Company., I have reviewed the foregoing Verified Complaint and, to the best of my knowledge, information, and belief, all of the facts alleged therein are true and correct.



WALTER J. FLACH

SWORN AND SUBSCRIBED BEFORE ME ON THIS 8th DAY OF APRIL, 2009.



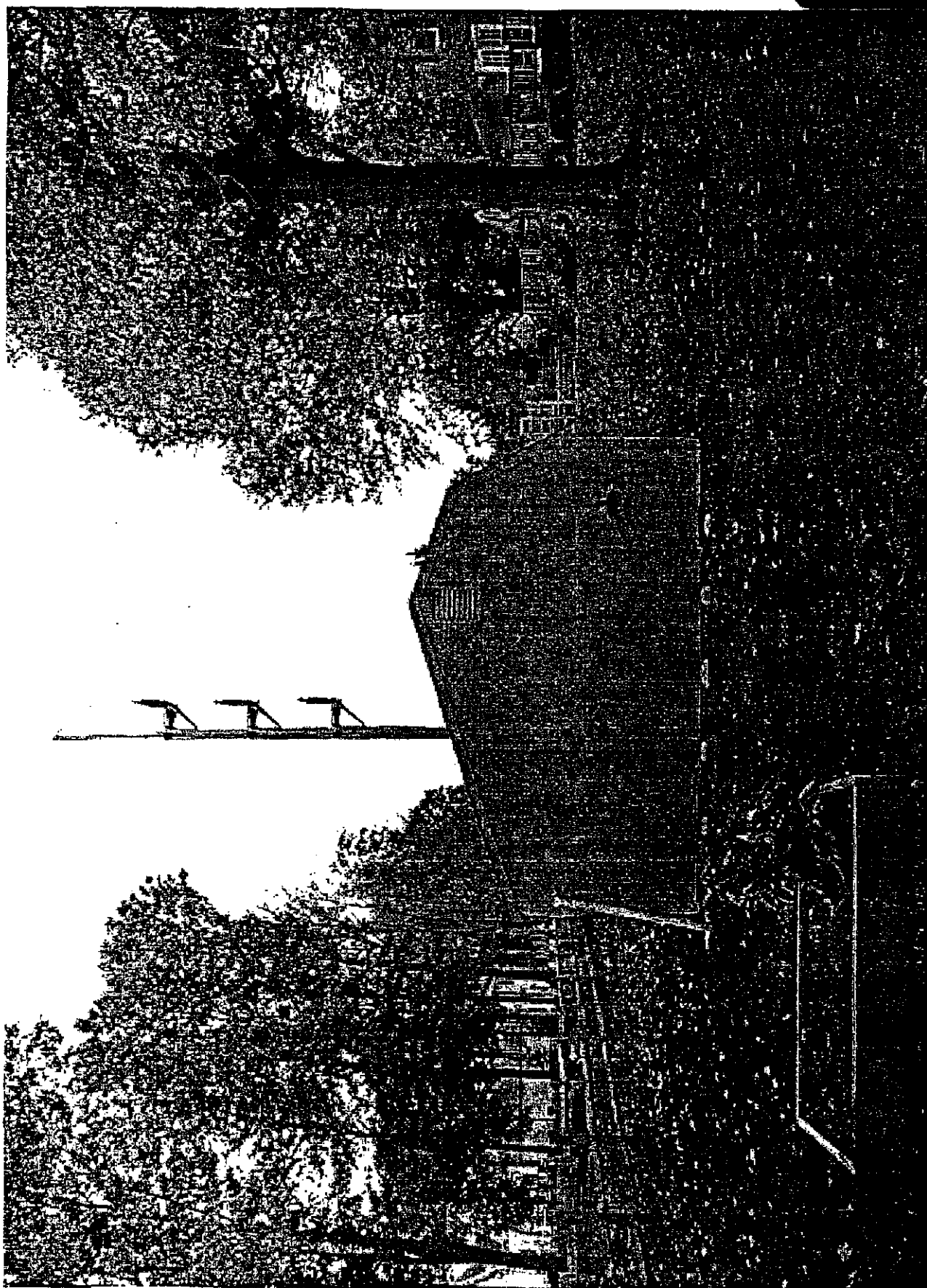
NOTARY PUBLIC

1588467.065329.1515

Kathleen Anne Grant
Notary Public, State of Ohio
Resident of Summit County
My Commission Expires Nov. 8, 2009.

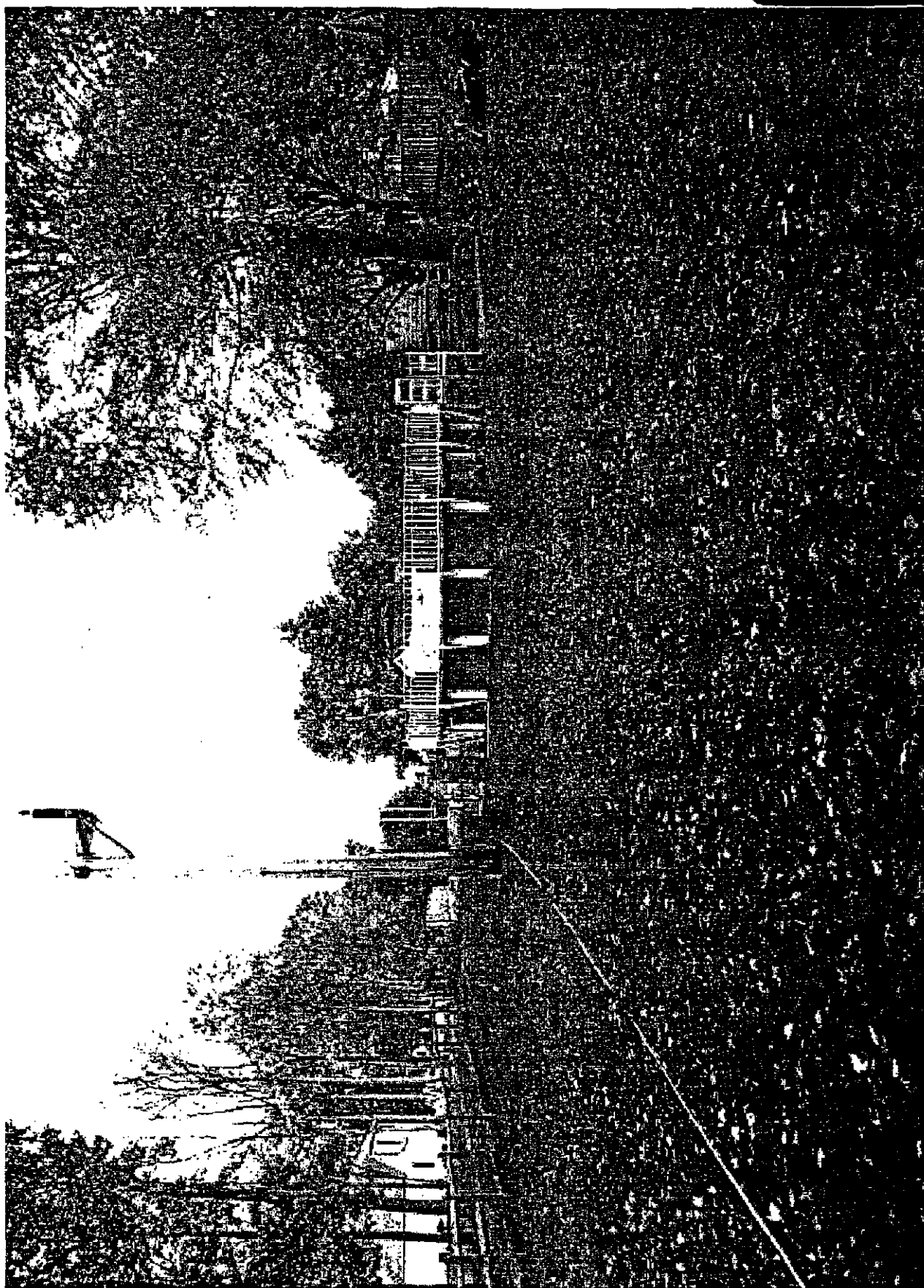
EXHIBIT

A



EXHIBIT

B



E456.24

EASEMENT

2-940-011

For and in consideration of ONE Dollars, to me, us, and paid, the receipt of which is hereby acknowledged, I, we, for myself, ourselves, and successors in title hereby give, grant and warrant unto Ohio Edison Company, its successors and assigns, the right to erect, operate, maintain and remove a line of poles and/or structures for transmission and distribution of electric energy, including poles, stubs, wires, guys, anchors, transformers, telephone and telegraph wires and other appurtenances, over, along and through my, our property in S. L. 16

BOARDMAN Township, MAHONING County, State of Ohio

The location of the center line of said right of way shall be as follows:— BEGINNING AT A POINT ON OUR WESTERN BOUNDARY AND WITHIN TWENTY-FIVE (25) FEET OF OUR NORTHERN BOUNDARY, WHICH IS COMMON WITH LANDS NOW OR FORMERLY BELONGING TO C. HODGES, RUNNING THENCE EASTERLY TO A POINT WITHIN THIRTY FEET (30) OF OUR EASTERN BOUNDARY; THENCE NORTHERLY ALONG OUR EASTERN BOUNDARY A DISTANCE OF APPROXIMATELY TWO HUNDRED AND FIFTY (250) FEET; THENCE EASTERLY TO OUR EASTERN BOUNDARY.

The right of ingress and egress over adjoining lands during construction, maintenance or inspection of said lines and appurtenances is hereby given. Ohio Edison Company, its successors or assigns, shall pay for all damage to growing crops, fences or livestock during construction, operation or maintenance of said lines and facilities.

This grant is subject to an additional payment to me, us, by said Ohio Edison Company, its successors and assigns, at the address below given of an additional amount in cash or check on or before the erection of poles or structures on my, our land, sufficient to make the total amount equal to FIFTY - 50.00 FOR EACH POLE SET.

Said amount is also received in full satisfaction for the right to clear and keep clear said right of way of trees, bushes and other obstructions within a distance of fifty feet from the center of said right of way; together with the right to cut and trim any trees which may interfere or threaten to interfere with the safe operation of said lines or facilities.

I, we represent that I, we own the property above described, and that the same is free and clear from all encumbrances except:—

None

WITNESS my, our hand (s) and seal (s) this 17th day of JANUARY, 1949.

WITNESSES:

Geo. F. Brown
Kenneth Garver

D. N. Garver

K. H. Garver
Kathie Garver

EXHIBIT

C

Address

Received of Ohio Edison Company, its successors and assigns, the sum of Three Hundred Fifty Dollars in full payment of the above right of way grant and in accordance with the terms thereof this

1 day of June, 1949.

D. N. Garver

4321-J
STATE OF Ohio
COUNTY OF Mahoning ss.

On this 1 day of June, 1949, before me the undersigned, a Notary Public in and for said county, personally appeared D. N. Garver and Martha Garver

known to me to be the person S who executed the foregoing instrument, and acknowledged the same to be their free act and deed.

CHARLES H. ORTH, Notary Public

MY COMMISSION EXPIRES DEC. 20, 1949

My Commission Expires

Charles H. Orth
Notary Public

405820

Garver
vs
Ohio Edison Co.

RECEIVED FOR RECORD

..... JAN 23 1950 19.....
at 11:00 o'clock A.M.
RECORDED Jan 26 19 50
in Mahoning County Records
Volume 78 Page 535
JAMES M. ELLIOTT, Recorder

858
SEMPER
BY: L. J. LINDEN
CLERK

CourtView 2000**General Inquiry**

Summary	Parties	Events	Desktop	Fields	Notes	Disposition	Help
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Docket Search

50 2009 CV 01280 OHIO EDISON COMPANY -vs- WILKES, THOMAS E et al JCE

Search Criteria

Docket Desc. ALL

Begin Date

Sort

End Date

- ☐ Ascending
☒ Descending



Search Results 43 Docket(s) found matching search criteria.

Docket Date	Docket Text	Amount Due	Amount Images
07/28/2009	AFFIDAVIT OF THOMAS E WILKES FILED	0.00	0.00
07/17/2009	DEFT'S BRIEF IN OPPOSITION TO PLNTF'S MOTION FOR SUMMARY JUDGMENT FILED	0.00	0.00
07/14/2009	Issue Date: 07/14/2009 Service: COPIES OF 6-19-09 JE Method: (CP) REGULAR MAIL Cost Per: \$ 0.44 OHIO EDISON COMPANY c/o ATTY: FUNK, STEPHEN W. 222 SOUTH MAIN STREET SUITE 400 AKRON, OH 44308 Tracking No: R000385792 WILKES, THOMAS E c/o ATTY: MANCINO ESQ, BRETT M 1350 E NINTH ST 1000 IMG CENTER CLEVELAND, OH 44114 Tracking No: R000385793 WILKES, DERRELL C 8230 GARDENWOOD PLACE YOUNGSTOWN, OH 44512 Tracking No: R000385794	1.32	1.32

EXHIBIT**4**

07/14/2009	COPIES ISSUED OF 6-19-09 JE	0.30	0.30
06/25/2009	COPY OF HEARING NOTICE SENT BY COURT TO PARTIES BY REGULAR MAIL FILED CIVIL ASSIGNMENT NOTICE Sent on: 06/25/2009 15:29:51	0.00	0.00
06/22/2009	AFFIDAVIT OF WALTER FLACH FILED	0.00	0.00
06/22/2009	PLNTF OHIO EDISON'S OPPOSITION TO DEFT'S MOTION FOR SUMMARY JUDGMENT AND MOTION TO DISMISS FILED	0.00	0.00
06/22/2009	PLNTF'S MOTION FOR SUMMARY JUDGEMENT FILED	0.00	0.00
06/19/2009	JE> THIS MATTER CAME TO BE CONSIDERED ON THE MAGISTRATE'S DECISION FILED 05/22/09. AFTER REVIEW, THE MAGISTRATE'S DECISION IS HEREBY ADOPTED & MADE THE ACTION & JUDGMT OF THIS COURT. IT IS HEREBY ORDERED THAT DEFTS THOS. E. & DERRELL C. WILKES ARE ENJOINED FROM TAKING ANY ACTION TO DENY PLNTF OH. EDISON CO. THE RIGHT TO ENTER SAID DEFTS' PROPERTY AT ANY TIME TO INSPECT, REPAIR OR SERVICE THE BDMN.-PIDGEON SOUTH 69kV ELECTRICAL TRANSMISSION LINE ON DEFTS' PROPERTY. IT IS FURTHER ORDERED THAT, PENDING A RULING ON PLNTF'S MOTION FOR A PRELIMINARY INJUNCTION, SAID DEFTS ARE HEREBY RESTRAINED FROM USING THE SWIMMING POOL ON DEFTS' PROPERTY, FROM ALLOWING ANY PERSON TO USE THE POOL. (EVANS) ALL THIS UNTIL FURTHER ORDER OF THE COURT. [DETAILS: J2376, P143]	2.00	2.00
06/15/2009	TRANSCRIPT OF PROCEEDINGS AND EXHIBITS FILED (EXHIBITS ATTACHED TO TRANSCRIPT)-[4-13-09 HEARING]	0.00	0.00
06/09/2009	DEFT'S MOTION FOR SUMMARY JUDGEMENT AND MOTION TO	0.00	0.00

DISMISS FOR FAILURE TO STATE A CLAIM UPON WHICH RELIEF CAN BE GRANTED FILED

06/01/2009	PLNTF OHIO EDISON'S REPLY TO DEFT'S SUPPLEMENTAL BRIEF OF MAY 21,2009 FILED	0.00	0.00
05/28/2009	Issue Date: 05/28/2009 Service: MAILED COPIES OF 05/22/09 MAGISTRATE'S DECISION Method: (CP) REGULAR MAIL Cost Per: \$ 0.44 OHIO EDISON COMPANY c/o ATTY: FUNK, STEPHEN W. 222 SOUTH MAIN STREET SUITE 400 AKRON, OH 44308 Tracking No: R000375379 WILKES, THOMAS E c/o ATTY: MANCINO ESQ, BRETT M 1350 E NINTH ST 1000 IMG CENTER CLEVELAND, OH 44114 Tracking No: R000375380 WILKES, DERRELL C 8230 GARDENWOOD PLACE YOUNGSTOWN, OH 44512 Tracking No: R000375381	1.32	1.32
05/28/2009	COPIES ISSUED OF 05/22/09 MAGISTRATE'S DECISION	0.60	0.60
05/22/2009	DEFT'S SUPPLEMENTAL BRIEF IN OPPOSITION TO PLNTF'S MOTION FOR TEMPORARY RESTRAINING ORDER FILED	0.00	0.00
05/22/2009	DECISION OF MAGISTRATE (FEHR)	4.00	4.00
05/21/2009	PLNTF'S REPLY TO COUNTERCLAIM FILED	0.00	0.00
05/18/2009	PLNTF'S SUPPLEMENTAL MEMORANDUM IN SUPPORT OF MOTION FOR PRELIMINARY INJUNCTION FILED	0.00	0.00
05/18/2009	SUPPLEMENTAL AFFIDAVIT OF DONALD VARDON JR PROFESSIONAL SURVEYOR FILED BY PLNTF	0.00	0.00
05/18/2009	PLNTF'S NOTICE OF FILING SUPPLEMENTAL AFFIDAVIT OF DONALD VARDON JR PROFESSIONAL SURVEYOR FILED	0.00	0.00
05/18/2009	NOTICE OF OVERSIZED EXHIBITS TO THE SUPPLEMENTAL AFFIDAVIT OF DONALD VARDON JR, PROFESSIONAL SURVEYOR FILED BY PLNTF	0.00	0.00

04/29/2009	NOTICE OF SERVICE OF DISCOVERY TO PLNTF FILED BY DEFT'S THOMAS AND DERRELL WILKES	0.00	0.00
04/24/2009	PLNTF'S REPLY TO DEFT'S BRIEF IN OPPOSITION TO MOTION FOR TEMPORARY RESTRAINING ORDER AND PRELIMINARY INJUNCTION FILED	0.00	0.00
04/24/2009	DEFT'S ANSWER AND COUNTERCLAIM FOR MONEY DAMAGES AND PERMANENT INJUNCTION FILED (JURY DEMAND)	0.00	0.00
04/24/2009	MOTION TO CONTINUE HEARING ON PLNTF'S MOTION FOR TEMPORARY RESTRAINING ORDER AND INJUNCTIVE RELIEF FILED BY DEFT'S Attorney: MANCINO ESQ, BRETT M (71148)	0.00	0.00
04/24/2009	MOTION FOR EXPEDITED DISCOVERY FILED BY DEFT Attorney: MANCINO ESQ, BRETT M (71148)	0.00	0.00
04/24/2009	DEPOSIT RECEIVED Attorney: MANCINO ESQ, BRETT M (71148) Receipt: 152156 Date: 04/24/2009	75.00	0.00
04/13/2009	BRIEF IN OPPOSITION TO PLNTF'S MOTION FOR TEMPORARY RESTRAINING ORDER AND PRELIMINAR RESTRAINING ORDER AND PRELIMINARY INJUNCTION FILED BY DEFT-WILKES'	0.00	0.00
04/13/2009	SUCCESSFUL SERVICE Method : (CP) CERTIFIED MAIL Issued : 04/09/2009 Service : CIVIL SUMMONS Served : 04/10/2009 Return : 04/13/2009 On : WILKES, DERRELL C Signed By : THOMAS WILKES Reason : (CP) SUCCESSFUL Comment : Tracking #: 7160390198459365822	0.00	0.00
04/13/2009	SUCCESSFUL SERVICE Method : (CP) CERTIFIED MAIL Issued : 04/09/2009 Service : CIVIL SUMMONS Served : 04/10/2009 Return : 04/13/2009 On : WILKES, THOMAS E Signed By : THOMAS WILKES Reason : (CP) SUCCESSFUL Comment : Tracking #: 7160390198459365823	0.00	0.00
04/09/2009	COPY OF HEARING NOTICE SENT	0.00	0.00

BY COURT TO PARTIES BY
 REGULAR MAIL FILED CIVIL
 ASSIGNMENT NOTICE Sent on:
 04/09/2009 15:04:39

04/09/2009	Issue Date: 04/09/2009 Service: CIVIL SUMMONS Method: (CP) CERTIFIED MAIL Cost Per: \$ 0.00 WILKES, DERRELL C 8230 GARDENWOOD PLACE YOUNGSTOWN, OH 44512 Tracking No: 7160390198459365822 WILKES, THOMAS E 8230 GARDENWOOD PLACE YOUNGSTOWN, OH 44512 Tracking No: 7160390198459365823	13.84	13.84
04/09/2009	SUMMONS, COPY OF COMPLAINT, MOTION FOR TEMPORARY RESTRAINING ORDER AND PRELIMINARY INJUNCTION AND NOTICE OF ASSIGNMENT MAILED BY CERTIFIED MAIL TO DEFTS AT ADDRESSES ON COMPLAINT	4.00	4.00
04/08/2009	MOTION FOR TEMPORARY RESTRAINING ORDER AND PRELIMINARY INJUNCTION FILED Attorney: FUNK, STEPHEN W. (58506)	0.00	0.00
04/08/2009	CV-TECHNOLOGY FUND Receipt: 150826 Date: 04/08/2009	10.00	0.00
04/08/2009	CV-SPECIAL PROJECTS FUND Receipt: 150826 Date: 04/08/2009	50.00	0.00
04/08/2009	CV-COURT MEDIATION PROGRAM Receipt: 150826 Date: 04/08/2009	40.00	0.00
04/08/2009	COURT COMP. RESEARCH Receipt: 150826 Date: 04/08/2009	3.00	0.00
04/08/2009	CLERK COMPUTERIZATION FEE Receipt: 150826 Date: 04/08/2009	10.00	0.00
04/08/2009	LEGAL NEWS Receipt: 150826 Date: 04/08/2009	13.00	0.00
04/08/2009	LEGAL AID (TOSCV) FILED Receipt: 150826 Date: 04/08/2009	26.00	0.00
04/08/2009	COMPLAINT FILED	25.00	25.00
04/08/2009	DEPOSIT RECEIVED Attorney: FUNK, STEPHEN W. (58506) Receipt: 150826 Date: 04/08/2009	48.00	0.00