21

FILE

PUCO EXHIBIT FILING

Date of Hearing: 10/1/12

Case No. 10-430-EL-CSS

PUCO Case Caption: Leo Jeffers vs. The Toledo Edison Company

RECEIVED-DOCKETING DIV
2012 OCT 15 PM 1:03
PUCO

List of exhibits being filed:

Complainant's Exhibit A
B
C
D
E
G
I
R & Q
TE Exhibit 4
5
6
7
8
9
10

Reporter's Signature: Karen Gibson
Date Submitted: 10/12/12

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 ___ Date Processed OCT 15 2012

1 BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO

2 - - -

3 In the Matter of: :
:
4 Leo Jeffers, et al., :
:
5 Complainants, :
:
6 vs. : Case No. 10-430-EL-CSS
:
7 The Toledo Edison Company, :
:
8 Respondent. :

9 - - -

10 PROCEEDINGS

11 before Mr. Bryce McKenney and Ms. Katie Stenman,
12 Attorney Examiners, at the Public Utilities
13 Commission of Ohio, 180 East Broad Street, Room 11-D,
14 Columbus, Ohio, called at 10 a.m. on Monday,
15 October 1, 2012.

16 - - -

17

18

19

20

21

22 ARMSTRONG & OKEY, INC.
222 East Town Street, Second Floor
23 Columbus, Ohio 43215-5201
(614) 224-9481 - (800) 223-9481
24 Fax - (614) 224-5724

25 - - -

COMPLAINANT'S EXHIBIT
A

Easter 1967

COMPLAINANT'S
EXHIBIT
B

ToledoEdison
A FirstEnergy Company

300 Madison Avenue
Toledo, Ohio 43652-0001

Chris Hahn
Transmission Forestry Services

419-249-4121

October 30,2009

Leo Jeffers
11351 & 11295 Manore Rd.
Grand Rapids OH 43522

Dear Mr Jeffers:

Based on a site inspection of the property at 11351 & 11295 Manore Rd Grand Rapids OH, the Toledo Edison Company has prescribed the removal of incompatible trees and brush located on and adjacent to our Midway to Tontogany 69kv transmission corridor in order to ensure its safe and reliable operation. As part of our Transmission Vegetation Management Program, I have instructed the PennLine Service Company to remove this vegetation on or after November 9, 2009, according our general work practices.

This work will be done in accordance with the easement rights signed for your property by Glenn,Ilene and Earl Jeffers, March 23,1970 as recorded in Volume 1914, page 428 in the Lucas County Recorders Office.

Even though our easements generally provide sufficient rights for the work that is planned, we want to be certain that you are aware of this work. The Toledo Edison Company will proceed with the work according to our easement rights noted above.

This letter or its contents and the work performed shall not in anyway limit or change the rights or privileges granted to The Toledo Edison Company or its successors by any easements attached to or conveyed to this property and recorded in the county recorders office.

COMPLAINANT'S
EXHIBIT
C

If you have specific questions about the work plan please contact me at 419-249-4121.

Thank you,

Chris Hahn
Forester
FirstEnergy Transmission Forestry Services
2600 US. Rt 20
Lindsey Oh 43442

Enclosure

cc: Shawn Standish, Forestry Manager
File

Corridor Name: Midway to Tontogany

VOL 1979 PAGE 102

husband and wife

EASEMENT

66253

In consideration of One Dollar ($1.00) and other good and valuable considerations, receipt of which is acknowledged, Glenn J. Jeffers and Ilene J. Jeffers; Earl Jeffers, widower & Not remarried, ~~husband and wife~~, hereinafter called Grantor(s), hereby grant and convey to THE TOLEDO EDISON COMPANY, an Ohio corporation, its successors and assigns, hereinafter called Grantee, the perpetual right and easement to construct, relocate, operate, repair, replace, remove and maintain, at this time or at such time or times in the future as the Grantee desires, a line or lines for the transmission and/or distribution of electric energy thereover, with all necessary poles, wires, cables, guy wires, stubs, anchors, transformers, fixtures and appliances in, through, over, under and upon the following described property:

situated in Section 31 Town 6 North Range 9 East

Twp. of Providence, Lucas County, Ohio, more fully described as follows, to wit:

Being Lot #7 from the west line of Manor Tract situated in Sections 31 and 32, Town 6 North, Range 9 East in Providence Township, Lucas County, Ohio, being more particularly described as a tract of land containing sixty-four (64) acres which was set off to Peter Manor, Jr., in Partition Proceedings in the Common Pleas Court of Lucas County, Ohio, in Volume 5 Chancery Records, Page 62, excepting therefrom that part lying south of the centerline of the Patton Road.

The land to be used for easement purposes being a strip of land lying twenty (20) feet on each side of a centerline across the above described property and located as follows:

Said centerline of easement to commence at a point located on the north line of said land approximately twenty-nine (29) feet east of the centerline of Manore Road; thence in a southerly direction along a line drawn twenty-nine (29) feet east of and parallel to the said centerline of Manore Road to a point on the southerly line of said land.

Also the right and easement in, over, under and upon the public roads and thoroughfares as now constructed or as same may be constructed by widening or improving in the future, adjoining and/or abutting upon any part of said property, said roads or thoroughfares being Manore Road and Patton Road.

Grantee shall have the right to trim such trees on the above described premises outside of the boundaries of the easement as in the judgment of Grantee will interfere with or endanger Grantee's line or lines or the operation thereof.

Together with the rights of ingress and egress to, over and from said property, Grantor(s) and Grantor's(s') heirs (successors) and assigns shall not build any structure or place any materials on said easement strip, and Grantee shall have the right to trim or remove underbrush and trees and to remove and keep free any obstructions from and along said line or lines that, in the judgment of Grantee, will interfere with the construction or safe operation thereof. At grantee's option the lines herein authorized for the transmission and/or distribution of electricity may be placed overhead, or underground, or one or more overhead and one or more underground, and all of the provisions of this instrument shall be applicable to underground as well as overhead lines. In addition to the rights herein granted, grantee shall have the right to dig and refill trenches, install underground cables, with or without conduit, tile, padmounts, transformers or other underground and/or above ground facilities not limited by the foregoing, all as may be desired by grantee.

Grantor(s) acquired title to said premises by instrument recorded in Volume 1914 at page 428, Record of Deeds of said county.

IN WITNESS WHEREOF, Grantor(s) has (have) executed this instrument this 23 day of March, 19 70.

Glenn J. Jeffers — Glenn J. Jeffers

Ilene J. Jeffers — Ilene J. Jeffers

Earl Jeffers — Earl Jeffers ~~(widower)~~

Signed and acknowledged by each Grantor in the presence of:

Robert L. Roch

Fred W. Germain

By _____

Its _____ President

Attest _____

Its _____ Secretary

STATE OF OHIO
COUNTY OF Lucas } SS.

Before me, a notary public, in and for said county, personally appeared the above named Glenn J. Jeffers and Ilene J. Jeffers and Earl Jeffers

who acknowledged that they did sign the foregoing instrument, and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name this 23 day of March, 19 70.

FRED W. GERMAIN
Notary Public, Lucas, Wood, Henry, Fulton, Ottawa, Counties, Ohio
My Commission Expires Oct. 30, 1972

Fred W. Germain
Notary Public

STATE OF OHIO
COUNTY OF _____ SS.

Before me, a notary public, in and for said county and state, personally appeared _____, President, and _____ Secretary of _____ the corporation which executed the foregoing instrument; who acknowledged that the seal affixed to said instrument is the corporate seal of said corporation; that they did sign the said instrument as such officers, respectively, in behalf of said corporation and by authority of its Board of Directors; and that said instrument is the free act and deed of said officers and said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name this _____ day of _____, 19_____

_____
Notary Public

RECEIVED & RECORDED
APR 9 1970 1:41 PM

This instrument was prepared by The Toledo Edison Company.

ED 5446-1

$2.00 GERALD J. CULLEN
RECORDER, LUCAS COUNTY, OHIO

COMPLAINANT'S EXHIBIT D

66252

VOL 1979 PAGE 101

EASEMENT

In consideration of One Dollar ($1.00) and other good and valuable considerations, receipt of which is acknowledged, Glenn J. Jeffers and Ilene J. Jeffers, husb. and wife, hereinafter called Grantor(s), hereby grant and convey to THE TOLEDO EDISON COMPANY, an Ohio corporation, its successors and assigns, hereinafter called Grantee, the perpetual right and easement to construct, relocate, operate, repair, replace, remove and maintain, at this time or at such time or times in the future as the Grantee desires, a line or lines for the transmission and/or distribution of electric energy thereover, with all necessary poles, wires, cables, guy wires, stubs, anchors, transformers, fixtures and appliances in, through, over, under and upon the following described property:

situated in Section 31 Town 6 North Range 9 East

Twp. of Providence, Lucas County, Ohio, more fully described as follows, to wit:

Being the east half ($\frac{1}{2}$) of the northeast fractional quarter ($\frac{1}{4}$) of Section 31, Town 6 North, Range 9 East in Providence Township, Lucas County, Ohio; excepting therefrom the north forty-eight (48) acres thereof as conveyed to Charles F. Kendall by deed dated April 14, 1902, and recorded in Volume 290 of Deeds, Page 617 and containing ten and ninety-two hundredths (10.92) acres of land, more or less.

Subject to legal highways

The land to be used for easement purposes being a strip of land lying twenty (20) feet on each side of a centerline across the above described land and located as follows: Said centerline of easement to commence at a point located on the north line of said land approximately thirty-one (31) feet west of the centerline of Manore Road; thence in a southwesterly direction in a straight line, a distance of approximately three hundred (300) feet to Point "A", approximately sixty-nine (69) feet west of the centerline of Manore Road; thence in a southerly direction and parallel with the centerline of the Manore Road (extended) to a point on the south line of said land.

Also the land to be used for easement purposes being a strip of land lying five (5) feet on each side of a centerline commencing at Point "A", and thence running in a westerly direction in a straight line a distance of approximately forty (40) feet to the point of termination.

Also the right and easement in, over, under and upon the public roads and thoroughfares as now constructed or as same may be constructed by widening or improving in the future, adjoining and/or abutting upon any part of said property, said roads or thoroughfares being Manore Road.

Grantee shall have the right to trim, cut or remove such trees on the above described premises outside of the boundaries of the easement as in the judgment of Grantee will interfere with or endanger Grantee's line or lines or the operation thereof.

Together with the rights of ingress and egress to, over and from said property. Grantor(s) and Grantor's(s') heirs (successors) and assigns shall not build any structure or place any materials on said easement strip, and Grantee shall have the right to trim or remove underbrush and trees and to remove and keep free any obstructions from and along said line or lines that, in the judgment of Grantee, will interfere with the construction or safe operation thereof. At grantee's option the lines herein authorized for the transmission and/or distribution of electricity may be placed overhead, or underground, or one or more overhead and one or more underground, and all of the provisions of this instrument shall be applicable to underground as well as overhead lines. In addition to the rights herein granted, grantee shall have the right to dig and refill trenches, install underground cables, with or without conduit, tile, padmounts, transformers or other underground and/or above ground facilities not limited by the foregoing, all as may be desired by grantee.

Grantor(s) acquired title to said premises by instrument recorded in Volume 1914, 1952 at page 428, 645, Record of Deeds of said county.

IN WITNESS WHEREOF, Grantor(s) has (have) executed this instrument this 27th day of MARCH, 1970.

Glenn J. Jeffers

Glenn J. Jeffers

Ilene J. Jeffers

Ilene J. Jeffers

(a Corporation)

By

Its President

Attest

Signed and acknowledged by each Grantor in the presence of:

Robert K. Reel

Judith Germain

COMPLAINANT'S EXHIBIT E

VOL. 1979 PAGE 102

STATE OF OHIO
COUNTY OF Lucas } SS.

Before me, a notary public, in and for said county, personally appeared the above named Glenn J. Jeffers and Ilene J. Jeffers

who acknowledged that they did sign the foregoing instrument, and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name this 23 day of March, 19 70

FRED W. GERMAIN
Notary Public, Lucas, Wood, Henry,
Fulton, Ottawa, Counties, Ohio
My Commission Expires Oct. 30, 1972

Fred W. Germain
Notary Public

STATE OF OHIO
COUNTY OF } SS.

Before me, a notary public, in and for said county and state, personally appeared

President, and

Secretary of the corporation, which executed the foregoing instrument; who acknowledged that the seal affixed to said instrument is the corporate seal of said corporation; that they did sign the said instrument as such officers, respectively, in behalf of said corporation and by authority of its Board of Directors; and that said instrument is the free act and deed of said officers and said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name this day of 19

Notary Public

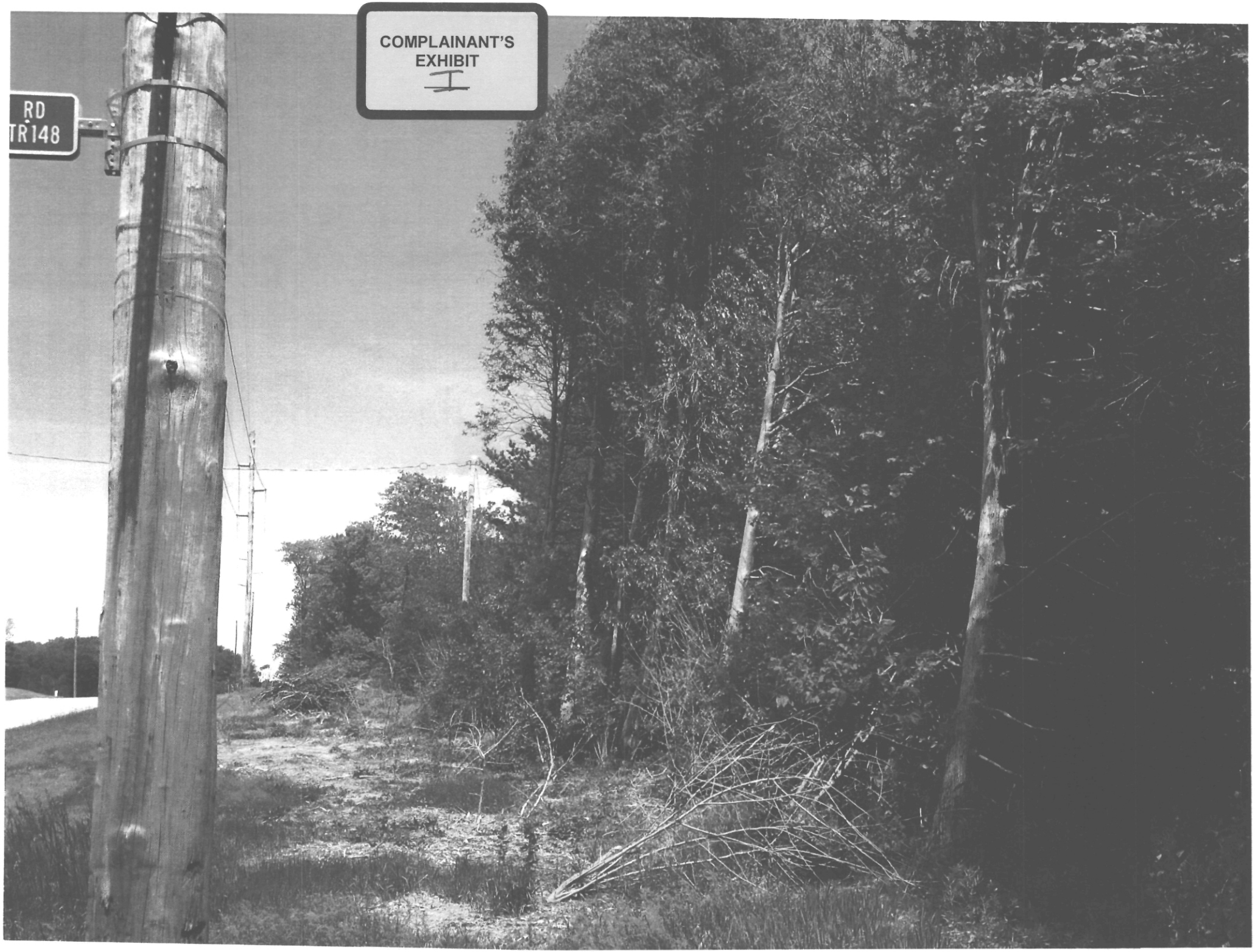
RECEIVED & RECORDED
APR 9 1970 1:41 P M

This instrument was prepared by
The Toledo Edison Company.

ED 5446-1 N. P. $2.00

GERALD J. CULLEN
RECORDER, LUCAS COUNTY, OHIO

COMPLAINANT'S
EXHIBIT
6



COMPLAINANT'S
EXHIBIT
I

COMPLAINANT'S EXHIBIT

FORESTRY WORK REFUSAL
FORM 418 (REV. 11-07)
ID NO. 8505/163

(23+24)

CIRCUIT / LINE NAME	POLE NO.
Midway - Tohlogany	105 TO 108

PROPERTY OWNER LAST	FIRST	MI	HOME PHONE NUMBER	WORK PHONE NUMBER
Jeffers	Leo		( )	419 537-9339

ADDRESS	CITY	STATE	ZIP CODE
11351 (& 11295) Manore Rd	Grand Rapids	OH	43522

FACILITIES INVOLVED

SECONDARY		DISTRIBUTION				TRANSMISSION		
☐ POLE TO POLE	☐ SERVICE	☐ 1 ø	☐ 3 ø	☐ 23 KV	☐ 34 KV	☒ 69 KV	☐ 138 KV	☐ 345 KV

WORK REQUIRED

145 x Arbor Vitae Removals
1 x pine removal
1 x spruce removal
1 x 23" off corridor removal.
3 x hackberry removal

REASON(S) FOR REFUSAL

This is a wind break for the home & demands to see evidence of easement

CALLED ON 7-16-09 8:20pm
NO ANSWER

CONTACTS

ORIGINAL CONTRACTOR CONTACT	DATE
[illegible]	July 1, 2009

CONTRACTOR SUPERVISOR	DATE
Dennis Oliver	7-16-09

FIRST ENERGY REPRESENTATIVE	DATE
C. Hazen	2-22-10

ACTION REQUIRED

7/31 SENT FOR EASEMENT
9/11/09 - CALL BACK AT 1PM
9/16/09 10:35 AM.
9/22/09 MET SPK. AT 11295 MANORE RD. 5:20pm OLIVIA THEN DOESN'T WANT REMOVED WILL TALK AT OUT IN COUR. WANT SURVEY. TREES THERE BEFORE LEAVES.

OVER

REPRESENTATIVE AUTHORIZED	DATE
C. Hazen	2-22-10

10/8/09 - Easement sent to Cesman

10/9/09 - Site surveyed - pins are set correctly on center [illegible]

10/20/09 - Called Mr. Jeffers 10:30am says no way. I told him I have to send a letter. He says he will call the sheriff because we are trespassing. He says he will call the sheriff because we are trespassing.

10/26/09 - LTL sent Express Day of 2009.

11/05/09 - Attorney Marsh called

11/06/09 - To K Bloss

12-3-09 Left some art to go offer stump cutting on Grant Young

12/9/09 - Leo Jeffers never used nothing. Do not come out! Stay off property! Says lawyer never agreed to remove trees. He [illegible] guns + other nonsense. He says we are not harassing them + he is going to sue F.E.S. He is calling [illegible] Attorney [illegible]

12/10/09 - Tried to H Flannery.

1/26/10 - Sent Kate + Harry email about my conversation with Leo on 12/9/09

2/22/010 - Meet Security at 7am at Farnsworth Park.

Will be using 2 bobcats/chainsaw.

Removed trees	Jeffers upset. Sheriff stops by. Stumps removed.

Katherine M. Bloss/FirstEnergy
02/03/2010 12:36 PM

To Troy Rhoades
cc Shawn Standish/FirstEnergy, Katherine M. Bloss/FirstEnergy, Stephen T Barto/FirstEnergy@FirstEnergy,
bcc
Subject Fw: Toledo Services

Troy,
I have a couple of questions:
Our tree crews work 10 hour days. Would they be willing to work the same for 5 days.
Also can we have 2 armed officers there?
Will they be spending the night and is there a per diem for that or will they be submitting receipts?

Probably we will be doing this work the week of the 22nd since it is already Wednesday?

Kate Bloss
Supervisor, Regional Operations OH,PP
Office(330)436-1042
Cell(330)607-8465

----- Forwarded by Katherine M. Bloss/FirstEnergy on 02/03/2010 11:10 AM -----

Troy K. Rhoades/FirstEnergy
02/02/2010 12:31 PM

To Katherine M. Bloss/FirstEnergy@FirstEnergy
cc Stephen T Barto/FirstEnergy@FirstEnergy, mlambert@firstenergycorp.com
Subject Fw: Toledo Services

Kate,

Regarding security for the Toledo forestry project. This is a company that works out of Cleveland and hires licensed armed officers and off duty officers (we recommend them for this project)

Let me know ASAP if we need to move forward and set times I believe you wanted either 8 Feb or the week of 22 Feb...

Thank you,

//SIGNED//
Troy K. Rhoades
Manager, Physical Security
Phone 330.384.2594
Cell 330.760.1259
Fax 330.245.5287

COMPLAINANT'S EXHIBIT
R

EXHIBIT
4
TF

PENGAD 800-631-6989

PROPERTY OWNER'S CONTACT - FORESTRY
FORM 1015 (REV. 06-05)
ID NO. 58192111

FirstEnergy

Ohio Edison • The Illuminating Company • Toledo Edison
Met-Ed • Penelec • Penn Power • Jersey Central Power & Light

I / WE HEREBY CERTIFY THAT THE UNDERSIGNED HAS BEEN CONTACTED BY PENNLINE

ON (Date) 7/1 REGARDING VEGETATION MANAGEMENT WHICH IS TO BE CONDUCTED ON MY / OUR PROPERTY.

I / WE HEREBY CERTIFY THAT I AM / WE ARE THE OWNER(S) OF THE PROPERTY DESIGNATED AS (Property Address) 11351 MANORE RD - GRAND RAPIDS - OH

AND ACKNOWLEDGE THAT THE NECESSARY VEGETATION MANAGEMENT INCLUDE:

☐ TREE TRIMMING

☑ TREE REMOVAL 1 X HACKBERRY
20 X ARBOR VITAE

☑ BRUSH CUTTING
MULBERRY

☑ HERBICIDE APPLICATION

☐ LOPPING OF BRUSH

AS DEEMED NECESSARY BY THE UTILITY TO PROVIDE RELIABLE SERVICE.

THIS WORK WILL BE DONE WITHOUT EXPENSE TO THE OWNER. THE OWNER UNDERSTANDS THAT THE COST OF THIS WORK WILL BE PAID FOR BY THE UTILITY COMPANY.

OWNER'S SIGNATURE	DATE SIGNED
JEFFERS, LEO + GINOMY	
OWNER'S ADDRESS: 11351 MANORE RD, GRAND RAPIDS, OH 43522 WORK:	TELEPHONE NO.: (419) 537-9333
CIRCUIT NO.(S): MIDWAY - TONTOGANY	INCLUSIVE POLE NO.(S): 101-108
CONTACTED BY: TRAY McQUILLIN / S. REAUME	

COPY DISTRIBUTION: **WHITE** - Utility; **YELLOW** - Contractor; **PINK** – Property Owner

PENGAD 800-631-6989

EXHIBIT
5
TE

EXHIBIT
6
TE

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EXHIBIT
7
TE

PENGAD 800-631-6989

10 Free Trees

Tree Nursery

Search for a tree:

Search

Hardiness Zone Lookup

Shipping Schedule

All Trees

Evergreens

Evergreen Shrubs

Flowering Trees

Fruit Trees

Nut Trees

Ornamental Trees

Shade Trees

Shrubs

Tree Wizard

Tree Care Products

Fast Growing Trees

Tree Care

Gift Trees

Sign up for e-tree specials

Sign up

American Arborvitae

Thuja occidentalis

- Great Hedge, Privacy Screen, or Windbreak
- Plant 3' apart for hedge
- Narrow, Pyramid Shape
- Typically Grows 20'-30' with 12' spread in urban settings
- Zones 3 to 7
- Can't Ship to: AK, AZ, HI

Guaranteed Healthy Delivery

Item # 1084 | **Shipping Height:** 1/2' - 1'

NATURAL ROOT

*Mem. Price:**$2.49** Reg. Price:**$4.00** Quantity: 1 **Add to Cart**

add to wishlist

* Not a member? Join during checkout and get member pricing immediately.

Overview | **Description** | **Shipping Info** | **Arbor Day Guarantee**

Tall, soft, slender, and luxuriously dense, this elegant evergreen requires almost no care when used as a windbreak, hedge, privacy screen, or landscape specimen. Plant a pair of these hardy trees to accent your door or garden gate, or a single tree to soften a corner of your home. In the wild, this tree can grow to 40'-60' with a spread of up to 15'. In urban settings, you can expect a height of 20'-30' with a 12' spread. If using this conifer as a hedge, plant them three feet apart. (Zones 3-7)

PENGAD 800-631-6989 EXHIBIT 8 TF

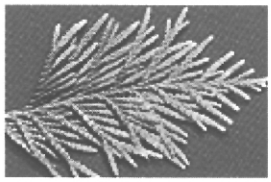
Scientific Name
Thuja occidentalis

NC STATE UNIVERSITY

Trees
Plant Fact Sheets
Consumer Hort

Common Name
Eastern arborvitae; American arborvitae

- **Hardiness Zones:** 2-8
- **Habit:** Evergreen
- **Growth Rate:** Slow
- **Site Requirements:** Sun; wide range of soil types
- **Texture:** Fine to medium
- **Form:** Stiff, narrow to broad pyramidal form
- **Height:** 40 to 60'
- **Width:** 10 to 15'
- **Leaf:** Rich green summer color; often yellows in winter
- **Flower/Fruit:** --
- **Comments:** --
- **Cultivars:** Aurea Nana, Hetz's Winter Green, Nigra, Pumilia Sudworth, Smart Guard, Spudwellii (Irregular form; gold tipped foliage)
- **Additional Images**



List by Scientific Name | Trees | List by Common Name

Google 8350 Waterville Monclova Road, Waterville, OH

EXHIBIT
10
TE
PENGAD 800-631-6989

Sign in