

FILE
FAX

August 29, 2018

RECEIVED-DOCKETING DIV

17-2518-EL-CSS

Ms. Anna Sanyal
Public Utilities Commission of Ohio
180 E. Broad St.
Columbus, OH 43215

2018 SEP -4 AM 10:19

PUCO

Dear Ms. Sanyal –

I am writing to inform you that while I was at the mediation meeting with Duke Energy at your office yesterday, Duke's tree contractors, under the direction of and along with employee Scott Henderson entered my property and began topping the trees in my yard.

In the course of topping the trees, it was pointed out to Mr. Henderson by multiple witnesses (including my neighbor Kim Sallah) that one of the trees looked like it was being cut beyond the 15 feet that the PUCO had directed was acceptable. Mr Henderson stated that it was indeed greater than 15 feet and that it was for the health of the tree.

While this may or may not be the case, the approach Duke takes to "trimming" the trees arguably is already detrimental to their health and stability and whether his intentions were good or not, the stay revision has been violated by Duke.

This blatant disregard of your order proves yet again that Duke, it's employees and its contractors feel they have the ultimate authority and are above compliance.

While the utility easement may allow Duke to enter my property without my permission (per Ms. Watts) and my request that the "trimming" not take place until after the mediation was ignored, the timing of the "trimming" is nothing if not coincidental.

Ms. Watts pointed out that I being a realtor, of all people, should know about the easement to the property. Of course I (and my neighbors) know that there is a utility easement. That being said – no one expects to have the utility company enter their property one day and destroy or remove trees that have been there for 30 years without incident nor do they expect to be exposed to hazardous chemicals without any preceding dialogue.

It is greatly disappointing and distressing that we as homeowners have been made to feel that we have no rights and that our greatest investment is in no way protected.

It has been made clear to all of us that it is in Duke's best interest to clear everything out – not ours.

Respectfully,


Krista Wagner

2514 Fairgrove Ct.
Cincinnati, OH 45244

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Technician ke Date Processed 9/4/18



8/29/2018

From: Krista Wagner
Phone: 513-702-7011
Fax: (513)332-9924
Company Name: [Type the sender company name]

To: Ms. Anna Sanyal
Phone:
Fax: (614) 752-8351
Company Name: PUBLIC UTILITIES COMMISSION OF OHIO

Comments:

Photographs can be provided upon request.

CORRECTED VERSION
PLEASE SEE NAME CHANGE OF DUKE
EMPLOYEE.

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

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