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July 9, 2009

Secretary James J. McNulty
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120

Re: Guy and Virginia Mauro v. Pennsylvania Electric Company – Docket No. C-2009-2114087

Dear Secretary McNulty:

Enclosed for filing on behalf of Pennsylvania Electric Company, is an original of the Preliminary Objection of Pennsylvania Electric Company, in the above-referenced matter. This Preliminary Objection has been e-filed at the Pennsylvania Public Utility Commission's website. Copies have been served in accordance with the attached Certificate of Service.

If you have any questions, please feel free to contact me.

Very truly yours,

STEVENS & LEE



Judith D. Cassel

cc: Certificate of Service

Philadelphia • Reading • Valley Forge • Lehigh Valley • Harrisburg • Lancaster • Scranton
Williamsport • Wilkes-Barre • Princeton • Cherry Hill • New York • Wilmington

A PROFESSIONAL CORPORATION

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

GUY and VIRGINIA MAURO
Complainant

v.

PENNSYLVANIA ELECTRIC COMPANY
Respondent

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:
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Case No. C-2009-2114087

NOTICE TO PLEAD

To: *Guy and Virginia Mauro.*

You are hereby notified to file a written response to the attached Preliminary Objection of Pennsylvania Electric Company within ten (10) days from service hereof or a judgment may be entered against you. All pleadings, such as a Preliminary Objection, must be filed with the Secretary of the Pennsylvania Public Utility Commission, with a copy served on the undersigned counsel for Pennsylvania Electric Company. Failure to respond to this Preliminary Objection could result in the dismissal of your case.

Respectfully submitted,

STEVENS & LEE



Judith D. Cassel (I.D. No. 20939)
Michael A. Gruin (I.D. No. 78625)
17 N. 2nd St., 16th Floor
Harrisburg, PA 17101
Tel. (717) 255-7382
Fax (610) 371-1238

COUNSEL FOR:
Pennsylvania Electric Company

DATE: July 9, 2009

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

GUY and VIRGINIA MAURO
Complainant

v.

PENNSYLVANIA ELECTRIC COMPANY:
Respondent

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:
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:

Docket No. C-2009-2114087

**PRELIMINARY OBJECTION ON BEHALF OF
PENNSYLVANIA ELECTRIC COMPANY TO
DISMISS THE FORMAL COMPLAINT OF GUY AND VIRGINIA MAURO**

AND NOW, Pennsylvania Electric Company (“PENELEC” or “Company”), by and through its counsel, Judith D. Cassel and Michael A. Gruin of the Law Firm of Stevens & Lee, P.C., hereby files this Preliminary Objection requesting dismissal of the Complaint of Guy and Virginia Mauro (hereinafter “Complainant”) for lack of subject matter jurisdiction pursuant to this Commission’s regulations at 52 Pa. Code § 5.101(a)(1), and in further support thereof represents as follows:

I. INTRODUCTION

1. This Preliminary Objection requests the dismissal of the Formal Complaint because the Complaint is based solely on issues regarding the validity and scope of a right-of-way document and therefore falls outside of the jurisdiction of the Pennsylvania Public Utility Commission (“PUC” or “Commission”). The determination of the validity and scope of the right-of-way is a matter that is solely within the jurisdiction of the Pennsylvania Courts.

II. BACKGROUND

2. On June 19, 2009, PENELEC received notice of the Formal Complaint (“Complaint”) filed by the Complainant against PENELEC. A copy of the Formal Complaint is attached hereto as Exhibit 1 and incorporated herein by reference.

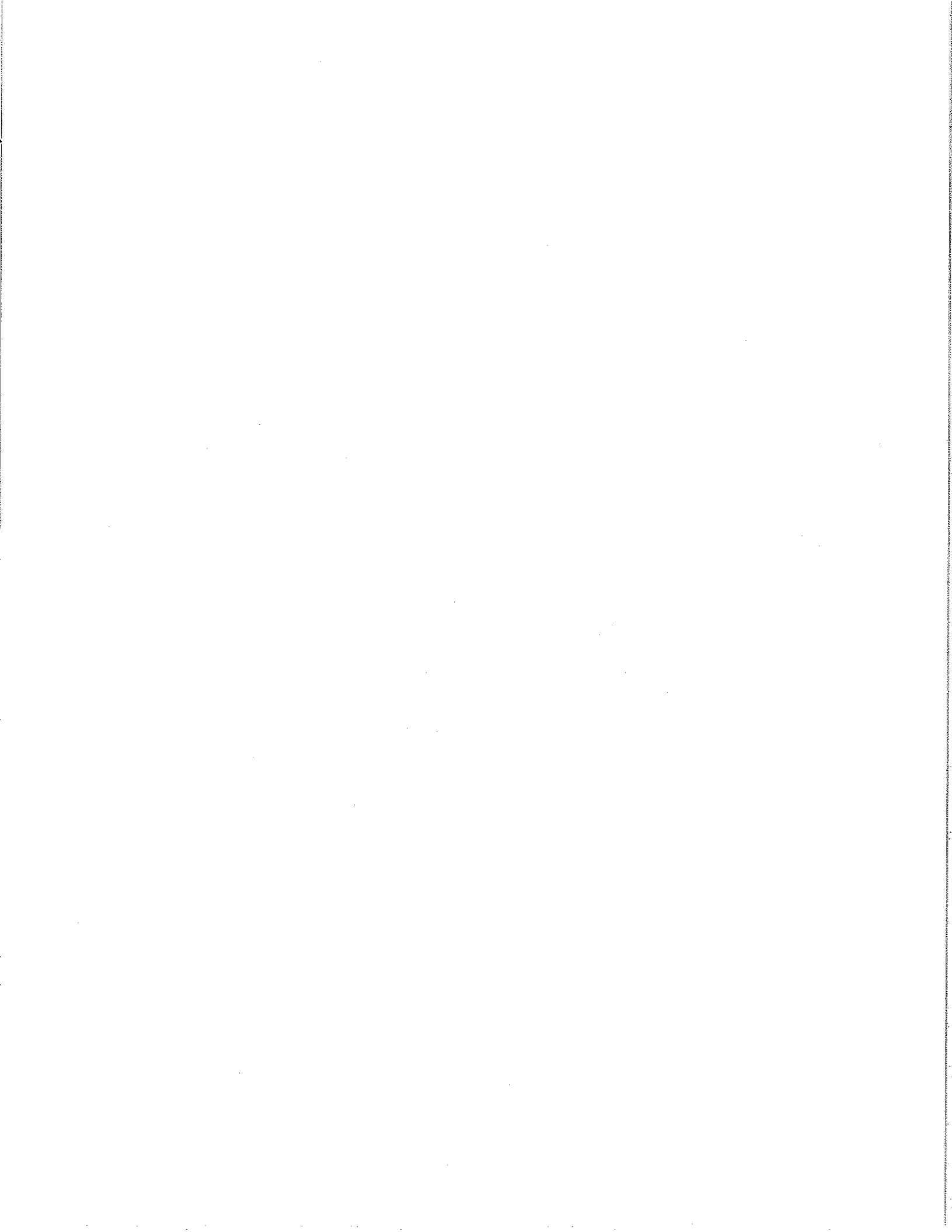
3. The Complainants state that they “want the PUC to conduct a formal hearing on the Right of Way Agreement of 1924 and 1951 which is so broad in scope, arbitrary and limitless in definition.” The Complainant asserts that PENELEC has conducted vegetation maintenance that is outside its lawful Right-Of-Way (“ROW”).

4. PENELEC has filed an Answer and New Matter simultaneously with this Preliminary Objection which are incorporated herein by reference as though set forth fully at length.

5. In its Answer and New Matter, PENELEC has produced a copy of a one-hundred-sixty-five (165) foot transmission right of way over the Complainants’ property which gives PENELEC the authority to perform vegetation maintenance on that right of way. PENELEC has produced, and is seeking to enforce the 165 foot right of way document entered into by and between Ernest H Hegelman and Mary Etta Hegelman and PENELEC, dated May 3, 1951, which confirms the existence of the ROW through the Complainant’s property and which has been properly recorded at the Recorder of Deeds office. PENELEC maintains easement and right of way documentation as part of its day to day operations, and specifically, as part of its Vegetation Management Program.

6. The transmission ROW document states:

*Together also with the right to trim, cut or remove trees,
underbrush, or other obstructions as Grantee may deem necessary*



within a right of way and easement of 165 feet in width; provided, however, any damage (other than for said trimming, cutting, or removing) to the property of Grantors, caused by said Grantee in maintaining said lines shall be borne by said Grantee. Together also with the right from time to time to remove other trees which in Grantees' judgment endanger said lines and Grantee shall pay to Grantors the fair value thereof. Together also with the right of entry upon Grantor's said lands for all of the purposes aforesaid.

7. The Complainants do not deny the existence of PENELEC's 165 foot ROW document, and in fact such document is specifically mentioned in the Complaint. Rather, the Complainant's seek to challenge the scope and validity of the 165 foot ROW document. Specifically, the Complainants state that they "want the PUC to conduct a formal hearing on the Right of Way Agreement of 1924 and 1951 which is so broad in scope, arbitrary and limitless in definition." The 165 foot easement is attached as Exhibit 2.

8. The Commission's Rules of Administrative Practice and Procedure permit the filing of Preliminary Objections. 52 Pa. Code Section 5.101. Pursuant to 52 Pa. Code §5.101(a)(1), a formal complaint may be dismissed where there is a lack of Commission jurisdiction.

III. THE VALIDITY AND SCOPE OF THE EASEMENT CHALLENGED BY COMPLAINANT IS A MATTER WITHIN THE JURISDICTION OF THE PENNSYLVANIA COURTS, NOT THE COMMISSION

9. The Commission has only asserted jurisdiction in cases involving the *existence*, rather than the *scope and validity*, of an easement or Right of Way ("ROW").

10. The Commission has only those duties, powers, responsibilities and jurisdiction as were expressly or by necessary implication given to it by the Legislature. Rogoff v. The Buncher Company, 395 Pa. 477, 151 A.2d 83 (1959); Western Pennsylvania Water Company, 10

Pa. Commw. 533, 311 A.2d 370 (1973). The Pennsylvania Supreme Court has held that the Commission does not have jurisdiction to determine the scope and validity of an easement. Fairview Water Company v. Pa. P.U.C., 509 Pa. 384, 393, 502 A.2d 162, 167 (1985).

11. The Commission must act within, and cannot exceed, its jurisdiction. City of Pittsburgh v. Pa. P.U.C., 157 Pa. Super. 595, 43 A.2d 348 (1945). Jurisdiction may not be conferred by the parties where none exists. Roberts v. Martorano, 427 Pa. 581, 235 A.2d 602 (1967).

12. In Boczar v. PPL Electric Utilities Corporation (Boczar), *supra*, the complainant alleged that the utility was not authorized to place its poles, transformers, and cable lines on his property. The Commission noted that the utility produced right-of-way agreements for the facilities in question and concluded that it was without jurisdiction to determine property rights concerning these easements, citing to In re: Lou Amati/Amati Service Station v. West Penn Power Company and Bell Atlantic-Pennsylvania, Inc. (Amati) Docket No. C-00945842, Order entered October 25, 1996. In Amati, the Commission had ruled that questions involving trespass and whether or not utility facilities are located pursuant to valid easements are exclusively within the jurisdiction of the Courts of Common Pleas.

13. In Messina v. Bell Atlantic-Pennsylvania (Messina), Docket No. C-00968225, Order entered September 23, 1998, the Commission carefully observed the limits of its jurisdiction, as recognized in Amati, and determined that it could only adjudicate cases involving the existence, rather than the scope and validity, of an easement.

14. A similar determination was made by the Commission in Robert S.J. Nigro v. PPL Electric Utilities Corporation (Nigro), Docket No. C-00003242, Order entered October 26,

2004, wherein the utility in question was unable to produce a written instrument purporting to grant a right-of-way across complainant's property.¹

15. In Stavnicky v. PPL Electric Utilities Corporation, PA P.U.C. Docket No. C-20043368, Final Order Entered July 13, 2005, the Commission again concluded that "subject matter jurisdiction in right-of-way disputes extends only to cases wherein there is no written documentation of an easement....The Commission is without subject matter jurisdiction to rule upon the validity or scope of that easement, as such jurisdiction is exclusively within the Courts of Common Pleas."² In that case, the Commission dismissed Mr. Stavnicky's Complaint for lack of subject matter jurisdiction because PPL presented written documentation of its easements, and the issues raised by Mr. Stavnicky related to the scope and validity of those easements.³

16. The Commission reiterated its lack of jurisdiction over matters related to the scope and validity of an easement in the recent case of Tomb v. Pennsylvania Electric Co., Docket No. C-2008-2036378 (Opinion and Order entered December 8, 2008.) ("This Commission is not the proper forum to resolve a controversy which will determine property rights, that is a matter for a court of general jurisdiction. *See Anne E. Perrige v. Metropolitan Edison Co.*, Docket No. C-00004110 (July 11, 2003)(holding that, in a dispute regarding the location of a right-of-way, the Commission had no jurisdiction to interpret the meaning of the written right-of-way). *See also Fiorillo v. PECO Energy Co.*, Docket No. C-00971088 (September 15, 1999)(citing *Lou Amati/Amati Service Station v. West Penn Power Co. and Bell-Atlantic-Pennsylvania, Inc.*, Docket No. C-00945842 (October 25, 1995) where the Commission

¹The utility in Nigro had claimed an easement by prescription, and the Commission concluded that it was without jurisdiction to determine prescriptive easements.

²ALJ Melillo's Initial Decision in the Stavnicky case provides an excellent analysis of the scope of the Commission's jurisdiction, or lack thereof, in cases involving easements and rights of way.

stated that real property issues such as trespass and whether or not utility facilities are located pursuant to valid easements or rights-of-way are within the exclusive jurisdiction of the Courts of Common Pleas of the Commonwealth). *Shedlosky v. Pennsylvania Electric Co.*, Docket No. C-20066937, slip op. at 6-7 (May 28, 2008). Accordingly, the Complainant's Exception on this issue is denied.")

17. In the present case, the Complainant's sole allegation against PENELEC is that the trees being cut are outside the scope of PENELEC's ROW. The Complainant does not dispute that a ROW exists.

18. As the cases referenced above clearly demonstrate, the Commission lacks the jurisdiction to adjudicate matters concerning the validity and scope of PENELEC's ROW because PENELEC has provided written documentation of that ROW, and the Complainant does not deny that a valid ROW exists.

19. The decision regarding the scope and validity of a ROW document involves the application of contract and real property law, and as such is solely within the jurisdiction of the Pennsylvania Court of Common Pleas. The application of contract law and real property law to the recordation of deeds and plats, by their nature, fall squarely within the jurisdiction of the Pennsylvania Court of Common Pleas. 42 Pa.C.S. § 931(a) outlines the original jurisdiction and venue of Pennsylvania's Common Pleas Courts and provides that :

Except where exclusive original jurisdiction of an action or proceeding is by statute or by general rule adopted pursuant to section 503 (relating to reassignment of matters) vested in another court of this Commonwealth, the courts of common pleas shall have unlimited original jurisdiction of all actions and proceedings, including all actions and proceedings heretofore cognizable by law or usage in the courts of common pleas.

³ Stavnicky, Initial Decision at p. 17

Accordingly, this Commission should conclude that the determination regarding the scope and validity of a ROW as raised in this proceeding is outside the scope of its jurisdiction and a matter within the jurisdiction of the Pennsylvania Courts.

20. While the Complainant's Complaint contains other lengthy averments, they relate solely to the past actions of the Court of Common Pleas of Blair County, the Blair County Sheriff's Department, and the Pennsylvania State Police in connection with criminal proceedings involving Mr. Mauro for violating a permanent injunction issued by the Blair County Court of Common Pleas.

21. Because of previous threatening behavior by Mr. Mauro directed at PENELEC crews, the Court of Common Pleas of Blair County issued a permanent injunction against Mr. and Mrs. Mauro dated September 27, 2001, which enjoins the Mauros from interfering with the use of Penelec's Right-of-Way through the Mauro property. A copy of the Court's September 27, 2001 Court Order is attached hereto as Exhibit 3.

22. On April 28, 2009, a PENELEC crew arrived at the property to conduct vegetation maintenance on the ROW, accompanied by Blair County Deputy Sheriffs for purposes of enforcing the Blair County Court's September 27, 2001 Permanent Injunction.

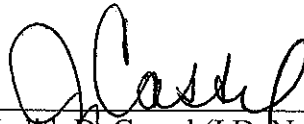
23. At that time, Mr. Mauro threatened the PENELEC crew with violence, and several hours were spent attempting to calm Mr. Mauro. Ultimately, Mr. Mauro persisted with his threats of violence against the PENELEC crew, and he was arrested by the Blair County Deputy Sheriffs. A copy of the Investigation Report of Blair County Deputy Sheriff Travis Clowson related to this incident is attached hereto as Exhibit 4.

24. Additionally, because PENELEC's Pa. P.U.C. Tariff No. 50, requires the Company to provide its customers with safe, reliable and adequate electric service, **such service could be severely compromised** if the Commission asserted jurisdiction over the instant Complaint and granted the Complainants the relief requested.

IV. CONCLUSION

WHEREFORE, Pennsylvania Electric Company respectfully requests that the Commission grant the Company's Preliminary Objection and dismiss the Complaint of Guy and Virginia Mauro, with prejudice, on the grounds that the sole issue raised in their Complaint is outside the scope of Commission jurisdiction and within the jurisdiction of the Pennsylvania Courts.

Respectfully submitted,



Judith D. Cassel (I.D. No. 209393)
Michael A. Gruin (I.D. No. 78625)
17 North Second Street, 16th Floor
Harrisburg, PA 17101
Telephone: 717-255-7365
Facsimile: 610-988-0852
jdc@stevenslee.com
mag@stevenslee.com

Counsel for Pennsylvania Electric Company

Dated: July 9, 2009

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

DATE SERVED: June 19, 2009

GUY AND VIRGINIA MAURO
Complainant

v.

PENELEC
Respondent

Complaint Docket
No: C-2009-2114087

FORMAL COMPLAINT NOTICE TO RESPONDENT TO ANSWER OR SATISFY

TO: PENELEC

TAKE NOTICE:

That a complaint in the above entitled matter, of which the attached is a true and correct copy, has been presented and filed of record with the Pennsylvania Public Utility Commission. Section 702 of the Public Utility Code, 66 Pa. C.S. Section 702, requires the Commission to serve on each party named in a complaint a copy of the complaint and notice calling upon each party to satisfy the complaint, or to answer the same in writing within a specified time; THEREFORE,

1. You have twenty (20) days from the date on which this complaint is served to either satisfy this complaint or to file with the **Secretary of the Pennsylvania Public Utility Commission, P. O. Box 3265, Harrisburg, PA 17105-3265**, an answer (original and three copies), in writing, under oath, which, as required by Section 5.61 of the Commission's Rules of Practice and Procedure, 52 Pa. Code Section 5.61, either affirms or specifically denies the allegations in this complaint. You must also serve a copy of the answer upon the complainant. The date of service is the mailing date as indicated by the date at the top of this Notice. Section 1.56(a) of the Commission's Rules of Practice and Procedure, 52 Pa. Code Section 1.56(a).
2. If you fail to either satisfy this complaint or to file answer or other responsive pleading within twenty (20) days, you will be deemed to have admitted all the allegations in this complaint in accordance with Section 5.61 of the Commission's Rules of Administrative Practice and Procedure, 52 Pa. Code Section 5.61. In that event, the Commission may, without hearing, enter an order which either revokes or suspends any certificate or permit held by you or which imposes a fine or any other appropriate penalty or remedy authorized by the Public Utility Code, 66 Pa. C.S. Section 101, et seq.; and, if

EXHIBIT

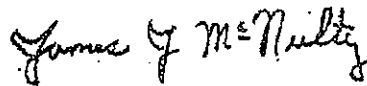
tabbles

you are a customer of a utility, an order may be entered which prescribes a payment schedule or which authorizes termination of utility services. The Commission is not limited to the relief sought by the complainant in paragraph 4 of the attached complaint.

3. If you elect to satisfy this complaint you must file, within twenty (20) days from the date on which this complaint is served, affidavits executed by each complainant that this complaint has been satisfied. Such affidavits must describe the basis on which this complaint was satisfied; any settlement agreement between the parties must be reduced to writing and attached to the affidavit. Such affidavits are to be filed with the Secretary of the Commission at the address set forth in paragraph 1. Upon receipt of affidavits of satisfaction from all complainants, this complaint may be dismissed by the Commission in accordance with Section 703(a) of the Public Utility Code, 66 Pa. C.S. Section 703(a), unless the Commission determines that such dismissal would be contrary to the public interest, in which event the Commission may direct that hearings be held upon the complaint.

4. If you file an answer which admits the allegations in this complaint, or which fails to specifically deny the allegations in this complaint, the Commission may, without hearing, enter an order which either revokes or suspends any certificate held by you or which imposes a fine or any other appropriate penalty or remedy authorized by the Public Utility Code, 66 Pa. C. S. Section 101, et seq.; and, if you are a customer of a utility, an order may be entered which prescribes a payment schedule or which authorizes termination of utility services. The Commission is not limited to the relief sought by the complainant in paragraph 4 of the attached complaint.

5. If you file a timely answer which specifically denies the allegations in this complaint, or which raises material questions of law or fact, this matter shall be referred to the Office of Administrative Law Judge for hearing and decision. If, after hearing on the issues raised by that answer, you are found to have committed any of the violations alleged in the complaint, the Administrative Law Judge may render a decision which either revokes or suspends any certificate or permit held by you or which imposes a fine or any other appropriate penalty or remedy authorized by the Public Utility Code, 66 Pa. C. S. Section 101, et seq.; and, if you are a customer of a utility, an order may be entered which prescribes a payment schedule or which authorizes termination of utility services. In the imposition of a penalty after a hearing the Administrative Law Judge is not bound by the relief sought by the complainant in paragraph 4 of the attached complaint.



James J. McNulty
Secretary

(SEAL)

Certified Mail
Return Receipt Requested

PENNSYLVANIA PUBLIC UTILITY COMMISSION

Formal Complaint Form

C 2009-2114087

COPY

Please print in ink or type.

1. CUSTOMER (COMPLAINANT) INFORMATION

Your name, mailing address, county, telephone number, utility account number and service address:

Name Guy E AND Virginia MAURO

Street/P.O. Box 587 Showalter Rd. Apt#

City East Freedom State PA. Zip 16637

County BLAIR

Daytime Telephone Number Where We Can Contact You: (814) 239-5572

E-mail Address (optional): None

Utility Account Number (from your bill) None

If your complaint involves utility service provided to a different address than your mailing address, please list this information below.

Name

Street/P.O. Box

City State Zip

2. FULL NAME OF UTILITY COMPANY (RESPONDENT): 311 Industrial Park Rd

Penelec/First Energy Johnstown, Pa. 15904

3. TYPE OF UTILITY (check one)

ELECTRIC

STEAM HEAT

GAS

WASTE WATER

WATER

MOTOR CARRIER

(e.g., taxi, moving company, limousine)

TELEPHONE
(local, long distance)

RECEIVED

JUN 15 2009

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

BN 33799

4. COMPLAINT (check one)

A. In general, what is your complaint?

- I want to oppose the company's proposed rate increase.
- There are incorrect charges on my bill.
- There is a reliability, safety or quality problem with my utility service.
- I received a notice that my utility service is being terminated.
- I would like a payment agreement.
- Other (explain).

B. State the facts of your complaint.

the facts of our complaint are below and on the encs. enclosed papers
 Include any specific dates, times or places that may be important. If the complaint is about a bill, tell us about any charges that you believe are not correct. Use additional paper if you need more space. Provide copies of all relevant documents you believe will support your complaint.

5. RELIEF *The ROW easement needs to be reviewed and property owners rights protected*
 How do you want your complaint to be resolved? Use additional paper if you need more space.

Our complaint started in Feb. 2001. First Penelec/GPU wanted to mow around the 6 towers. As 2001 progressed they started to threaten legal action. A friend of ours told us they would go to court, make up stories of being threatened. And ask for a injunction. Then came Sept. 11, 2001. Our friends name was At. John CASANAVE. from Altoona. On Sept. 24²⁰⁰¹ Dennis PLATT from Penelec called and told my wife that on Sept 23, 2001 Penelec, in Blair Co. Court, with the following penelec people, perjury^{ed} under being sworn in that (they felt threatened). I have the transcript. Dennis Platt, Chuck Olnick, Anthony Finkle. I WAS ARRESTED We had no notice of the hearings/ We had no money we had no counsel, this happened in "AMERICA." On Oct. 9, 2001/ again on Oct. 10, 2001 and put in Blair Co Prison for 10 days. Add PAPERS are enclosed.

6. PROTECTION FROM ABUSE

Answer the following question if your complaint is against a natural gas distribution utility, an electric distribution utility or a water distribution utility **AND** your complaint is about a billing problem, a request to receive service, a security deposit request, termination of service or a request for a payment agreement.

Has a court granted a "Protection from Abuse" order for your personal safety or welfare?

YES

NO

7. PRIOR UTILITY CONTACT

Answer the following question only if you are a residential customer and your complaint is against an electric distribution utility, natural gas distribution utility or a water distribution utility.

Have you spoken to a utility company representative about this complaint?

YES (Includes appeals of BCS determinations)

NO *Us "Little People" have no chance with Big Corp.*

If you tried to, but could not speak to a utility company representative about your complaint, please explain why.

They are only interested in maintaining the "Status Quo" and tramping and terrorizing little people. property owners

8. LEGAL REPRESENTATION (IF ANY)

If you are represented by a lawyer in this matter you must provide your lawyer's name, address, telephone number, and e-mail address, if known.

Lawyer's Name None

Street _____

City _____ State _____ Zip _____

Area Code/Phone Number _____

E-mail Address (If Known) _____

9. VERIFICATION AND SIGNATURE

You must print or type your name below on the line provided for the verification paragraph, and you must sign and date (in ink) this form on the lines provided.

Verification: Guy E MAURO
Guy E Mauro, hereby state that the facts above set forth are true and correct (or are true and correct to the best of my knowledge, information and belief) and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

Virginia Mauro
Guy E Mauro
(Signature)

June 12, 2009
(Date)

Title of authorized employee or officer

10. FILING

Please return the completed form to one of the addresses listed below:

If using U.S. Postal Service:

If using overnight delivery service:

Secretary Pennsylvania Public Utility Commission P.O. Box 3265 Harrisburg, PA 17105-3265	Secretary Pennsylvania Public Utility Commission 400 North Street Commonwealth Keystone Building, 2 nd Floor Harrisburg, Pennsylvania 17120
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Facsimiles and/or electronic filings of the complaint will not be accepted.

If you have any questions about filing out this form, please contact the Secretary's Bureau at 717-772-7777.

Keep a copy of your complaint for your records.

①

June 8, 2009

To Anyone at the Pennsylvania P.U.C
That CARES

There is no way I can be brief and
tell the disgraceful story from 2001-
April 28, 2009 of Penelec/First Energy.

Guy E and Virginia MAURO want the
P.U.C to conduct a Formal Hearing on the
Right of Way Agreement of "1924 and 1951"
which is so broad in scope, arbitrary and
limitless in definition. Also the terroristic
conduct of Penelec G.P.U., Penelec First Energy.
That began in "Feb. 2001" and including
"April 28, 2009."

The agreement was with Illiterate
Italians who could neither read or write
Only an X appears on the document for
Francesc FRANCIS, none for Joe. ^{See copy of the} 1922 ROW ^{Inclosed}

This agreement was written 85 yrs. ago
for people who knew nothing of corrupt
corporations. The easement has no bearing to
us MAUROs or the times we live in.

I have been arrested 4 times Oct 9/10/2001
June 20, 2004 and April 28, 2009 stuffed
handcuffed behind my back in a sheriff's
car and locked cuffed in the basement
of the Blair Co. Court House 4 hours.

②

June 8, 2009

I had "5" court room sessions, never had the right to counsel or due process.

In 2004 July 20 Penelec destroyed 1250 Spruce seedlings 8"-12" tall that my grandchildren planted to be cut for Christmas trees.

April 28, 2009, "seven" sheriff deputies 5 cars, 15-20 penn lines people. I was arrested cuffed, taken to Blair Co. Court House locked in the basement. 4 hrs cuffed behind my back.

I was put in Blair Co. Prison 4 days.

I enlisted in the U.S. Marine Corp. in 1962 for 6 yrs. I was 19 yrs old.

I loved my country

I have never committed a crime.

I am 72 yrs old.

Was President Obama's former minister right??



Not God Bless America / God Dam America

③

June 8, 2009

When greed driven "Power Co. can come on private property and grind down 8+ ACRES and cut trees, good trees that pose no threat to the lines at the edge of the right of way to maintain the "Status Quo" our country is in serious trouble.

Penelec/First Energy violated both the IX and XIV Amendments to the U.S. Constitution. "Read It!"

I have enclosed Copies of Papers telling us "what they will do" in "America".

My wife Virginia and I have spoken with four or five families in Blair Co. who have also been terrorized by Penelec/First Energy in recent years.

Our country is in trouble from "within" more than outsiders.

Virginia Mauro

Guy E. Mauro

Copies of this are being sent to P.A. General/Sen. Specter/ and President Obama.

PA07-3E79-46

INDENTURE, made this 3rd day of May, 1951, by and between Ernest H. Hegelman and Mary Etta Hegelman, his wife

As per MR. MAURO Hegelman is re levant account

of the Township of Greenfield County of Blair and Commonwealth of Pennsylvania (hereinafter called Grantors), and the PENNSYLVANIA ELECTRIC COMPANY, a Pennsylvania corporation (hereinafter called Grantee).

WITNESSETH, That in consideration of the sum of One Dollar (\$1.00) received from Grantee and the additional consideration hereinafter set forth, Grantors hereby grant and convey to Grantee, its successors and assigns, the right to construct, maintain and operate electric lines consisting of towers and wood poles conductors, overhead and underground lightning protective wires, private communication wires, guys, anchors, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, upon, over, across and under the lands of Grantors

situated in the Township of Greenfield County of Blair, Commonwealth of Pennsylvania, bounded as follows:

Northerly by lands of Samuel Miller and Eicher Southerly by lands of Mary Etta Hegelman Easterly by lands of McKinley Dodson Westerly by lands of Seibert

Said lines enter lands of Grantors from lands of McKinley Dodson and continue across same to lands of Seibert.

It is understood that this Indenture supersedes an agreement executed by Andy Mento on February 9, 1923, recorded in Blair County in Deed Book 303, Page 676. Recorded June 1, 1923

Together with the right from time to time to install on said lines such additional apparatus and equipment as Grantee may deem necessary and the right to remove said lines or any part thereof. Together also with the right to trim, cut or remove trees, underbrush and other obstructions as Grantee may deem necessary within a right of way and easement of 165 feet in width; provided, however, any damage (other than for said trimming, cutting or removing) to the property of Grantors, caused by said Grantee in maintaining said lines shall be borne by said Grantee. Together also with the right from time to time to remove other trees which in Grantee's judgment endanger said lines and Grantee shall pay to Grantors the fair value thereof. Together also with the right of entry upon Grantors' said lands for all of the purposes aforesaid.

PABW28401280042 ERNEST H. HEGELMAN & R LINE - 115 KV T



EXHIBIT 2

Reserving, however, to Grantors the right to cultivate the ground between the poles or other supporting structures of said lines, provided that such use shall not interfere with or obstruct the rights herein granted.

Grantee shall pay, and Grantors shall accept, the additional sum of Fifty Dollars (\$ 50.00) within six months from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

The words "Grantors" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written.

Witness:

George E. Brehman

ERNEST H. HEGELMAN

Ernest H. Hegelman (SEAL)

Mary Etta Hegelman (SEAL)

MARY ETTA HEGELMAN (SEAL)

(SEAL)

(SEAL)

(SEAL)

Received this 23rd day of May, 1951, of the above named Grantee the additional consideration above mentioned in full.

Witness:

George E. Brehman

Ernest H. Hegelman (SEAL)

Mary Etta Hegelman (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

Address East Freedom, Pa

PA07 - 3E79 - 44

INDENTURE, made this 3rd day of May, 1951, by and between
Mary Etta Hegelman and Ernest H. Hegelman, her husband

of the Township of Greenfield
County of Blair and Commonwealth of Pennsylvania (hereinafter called
Grantors), and the PENNSYLVANIA ELECTRIC COMPANY, a Pennsylvania corporation (herein-
after called Grantee).

WITNESSETH, That in consideration of the sum of One Dollar (\$1.00) received
from Grantee and the additional consideration hereinafter set forth, Grantors hereby
grant and convey to Grantee, its successors and assigns, the right to construct, main-

tain and operate electric lines consisting of towers and wood poles conductors,
overhead and underground lightning protective wires, private communication wires,
guys, anchors, push braces and other accessory apparatus and equipment deemed by
Grantee to be necessary therefor, upon, over, across and under the lands of Grantors

situated in the Township of Greenfield County of Blair
Commonwealth of Pennsylvania, bounded as follows:

Northerly by lands of Edward Kantner and Harry E. Kantner

Southerly by lands of Seibert

Easterly by lands of Seibert

Westerly by lands of Edward Kantner and Harry E. Kantner

Said lines enter lands of Grantors from lands of Seibert and continue

across same to lands of Edward Kantner and Harry E. Kantner.

It is understood that this Indenture supersedes an agreement executed by Jos
Francis and Francesca Francis on August 24, 1922, recorded in Blair County in Deed
Book 303, Page 673. Recorded June 1st, 1923.

Together with the right from time to time to install on said lines such
additional apparatus and equipment as Grantee may deem necessary and the right to
remove said lines or any part thereof. Together also with the right to trim, cut
or remove trees, underbrush and other obstructions as Grantee may deem necessary
within a right of way and easement of 165 feet in width; provided,
however, any damage (other than for said trimming, cutting or removing) to the
property of Grantors, caused by said Grantee in maintaining said lines shall be
borne by said Grantee. Together also with the right from time to time to remove
other trees which in Grantee's judgment endanger said lines and Grantee shall pay
to Grantors the fair value thereof. Together also with the right of entry upon
Grantors' said lands for all of the purposes aforesaid.

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Reserving, however, to Grantors the right to cultivate the ground between the poles or other supporting structures of said lines, provided that such use shall not interfere with or obstruct the rights herein granted.

Grantee shall pay, and Grantors shall accept, the additional sum of

Three Hundred and Fifty Dollars (\$ 350.00) within six months from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

The words "Grantors" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written.

Witness:

George E. Buchman

MARY ETTA HEGELMAN

Mary Etta Hegelman (SEAL)

Ernest H. Hegelman (SEAL)

ERNEST H. HEGELMAN (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

Received this 23rd day of May, 1957, of the above named Grantee the additional consideration above mentioned in full.

Witness:

George E. Buchman

Mary Etta Hegelman (SEAL)

Ernest H. Hegelman (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

Address East Freedom, Pa.

WJW

GPU SERVICE, INC.,
Plaintiff

: COURT OF COMMON PLEAS OF
: BLAIR COUNTY, PENNSYLVANIA

v.

: NO. 01 GN 5408

GUY E. and VIRGINIA MAURO
Defendants

:
:
:

.....

HON. HIRAM A. CARPENTER III

PRESIDING JUDGE

MARY LOU MAIERHOFER, ESQ.
DENNIS J. KULISH, ESQ.

COUNSEL FOR PLAINTIFF

GUY E. and VIRGINIA MAURO

NOT PRESENT OR REPRESENTED

.....

ORDER OF COURT

NOW, this 27th day of September, 2001, upon consideration of the Request for Special Injunctive Relief Pursuant to Pa.R.C.P. Rule 1531 by Plaintiff, GPU Service, Inc., and after hearing held upon the same, the Court does hereby **ORDER, DIRECT and DECREE** that a permanent injunction to enforce the Right-of-Way Agreements on the property of the Respondent/Defendants JOHN H. and DON SNYDER, is **GRANTED** and Respondent/Defendants are enjoined from obstructing or interfering with the use of the said Right-of-Way by GPU Service, Inc. and/or its representatives and further, the Respondent/Defendants are **ORDERED** not to have in their possession anything which could be construed as a weapon while said work and/or maintenance is being accomplished at the site. This prohibition to be in effect for the entire time that representatives of GPU Service, Inc., or individuals designated by them to exercise their rights under the Right-of-Way Agreement on the premises.



We believe in entering the above Order we are totally consistent with the Right-of-Ways of record which absolutely provide to GPU Service, Inc. and/or its representatives the right to go on the property and effectively do what needs to be done to keep the electrical lines and supports operational and safe as well as serviceable to the broad service area involved.

In so holding, we assure not only these property owners but any property owners along the line that by entering this Order we do not preclude them making a claim for damages if their property was damaged to an extent which is not provided for under the Right-of-Way Agreements. We make no attempt in this Order to interpret to what extent GPU Service, Inc. may cut trees, brush, create access, presently. The Agreement speaks for itself in that regard and any interpretation of that Agreement is left to a later date in the event it is necessary.

This Injunction is permanent. We believe a permanent Injunction (as opposed to a temporary) is absolutely appropriate since the right to go on the premises contained in the Right-of-Way Agreements is forever. Similarly, it is appropriate to deny firearms and the use of any weapons forever. Of course, protections still exist for the property owner where any damage to property is concerned is in that any entry onto the property which this Order permits could be a source of damages if GPU Service, Inc. does, in fact, exceed their authority or damage the property so damages would be appropriate.

Plaintiff/Petitioner's rights to be enforced permanently for GPU

MAY. 18. 2004 4:16PM FE LEGAL CLAIMS

NO. 466 P. 7/10

Service, Inc., its representatives, or its legitimate heirs, successors, and assigns
consistent with the Right-of-Way Agreements on which all of these rights are based.

BY THE COURT:

Heinrich A. Carpenter

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

GUY and VIRGINIA MAURO
Complainant

v.

PENNSYLVANIA ELECTRIC COMPANY:
Respondent

:
:
:
:
:

Docket No. C-2009-2114087

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of the foregoing Preliminary Objections upon the parties listed below, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a party).

VIA First Class U.S. Mail

Guy and Virginia Mauro
587 Showalter Road
East Freedom, PA 16637.



Michael A. Guin

DATED: July 9, 2009