



Citizens **A**dvocating **R**esponsible **E**nergy
CARE
Communicator

Volume One, Number 3

March 6, 2008

CARE Warns landowners

Do NOT sign !



Representatives of FirstEnergy/ATSI have been visiting landowners along the proposed power line routes with a "Right of Way Option" contract, and encouraging them to sign it. A right of way option means that FirstEnergy/ATSI wants to "lock in" their ability to purchase a right of way through property at some later time, for a pre-determined price. When FirstEnergy/ATSI buys a right of way option, FirstEnergy/ATSI gives the land owner a money payment in exchange for the option to buy a right of way easement at some date in the future. The option expires in two years. If FirstEnergy/ATSI exercises its option within two years, it gives the land owner an additional payment and the land owner grants FirstEnergy/ATSI a right of way through his or her property.

This is an extremely unfavorable contract from the landowner's point of view. It is an absolutely one-sided agreement that gives FirstEnergy/ATSI free rein and gives the land owner almost nothing in exchange. Don't take CARE's word for it — have any attorney read this contract and give their opinion.

Here are two general rules that apply whenever someone brings you a contract and encourages you to sign it:

- Absolutely, positively never, ever sign any contract without having it examined by an attorney that you pay for their services. Free legal advice is worth every cent you pay for it. You are under no obligation from anyone to sign any contract until you have had it reviewed and considered the consequences. Most lawyers will provide this service to you for a very nominal fee.
- Remember that if someone encourages you to sign a contract, it must benefit them more than it benefits you. The more they want you to sign, the more you probably stand to lose.

Five important things to know

1. This RIGHT OF WAY OPTION contract is FOREVER. Once FirstEnergy exercises their option, this contract NEVER EXPIRES.

2. This contract stays with your property. YOUR RIGHTS TO A PORTION OF YOUR LAND ARE GONE, no matter who inherits or purchases your property.

3. There are NO LIMITATIONS on what FirstEnergy can do on your land once this contract is signed.

4. The contract DOES NOT SPECIFY WHERE OR HOW MUCH OF YOUR LAND WILL BE USED. After the contract is signed, FirstEnergy can change the right of way to ANYTHING THAT FIRSTENERGY DESIRES.

5. The amount of money that FIRSTENERGY PAYS IN THIS CONTRACT IS COMPLETELY ARBITRARY. Once signed, your RIGHT TO FAIR COMPENSATION FOR THE LOSS OF PROPERTY VALUE IS GONE.

What your neighbors are saying about the proposed power line . . .

Our concerns center on the fragmentation of habitat that will occur with the preferred route and the opening this corridor will create for the movement of invasive species. These two impacts will have a negative effect upon the health of the land and the plants and wildlife associated with this route. . . . we know that the ospreys and bald eagles that are nesting at and adjacent to East Branch Reservoir north of Middlefield traverse these routes. It is important to consider the impact these lines will have upon the movements of local and migratory wildlife.

We urge the Board to review alternate routes that would take advantage of corridors that are already heavily impacted by highway and major roadways.

Thomas G. Curtin,
 Executive Director, Geauga Park District

The main route being considered for the transmission line will be along the edge of our farm. . . .

The proposed 60 foot wide clear cut area will create an open pathway on the edge of our property, inviting trespassers on snowmobiles and off road vehicles.

. . . Our property is also recognized as an Ohio Century Farm since it has been in the same family for nearly 200 years. The house was built in 1868, the barn in the 1830s, and the school house in 1856. We believe the Power Siting Board is obligated to require ATSI to find and implement an alternative route to transmit power to other parts of Geauga County that will not permanently damage the natural beauty of our farm and forever diminish its value and the value of the other farms in the proposed path of the transmission lines.

Mark and Kathleen Binnig
 Thompson, Ohio 44086



Newbury resident Mary Piunno tells about

Living with a power line

My husband and I built our home on two acres in Newbury in 1994. The power lines at issue are within a 50-ft. easement at the rear of our property. The easement is approximately 150 feet behind our home.

We estimate approximately \$1,000 per year in damages for the first five years we lived in our home caused by ATVs and dirt bikes. Damages included destruction of small trees and shrubbery, a crushed junction box in our leach field, ruts that had to be re-filled regularly, and intentional vandalism of fencing materials.

Additionally, the continuous noise both during the week and particularly on the weekend is of great frustration. On the weekend, I estimated approximately 15-20 recreational vehicles every afternoon during the summer when we first lived here. My husband and I were awakened several times between the hours of 2:00 and 4:00 a.m. If trespassers were located by the sheriff's deputies, they were invariably drunk. There was an incident in which one individual had a warrant for his arrest and another that was on probation.

On more than one occasion, there have been hunters within varying distances to my home – one was actually within 15 feet of my back door. Needless to say, I often fear for my safety.

In the last few years, traffic has dropped significantly. I attribute this to several of the following:

- I made an appointment and spoke with former County Sheriff Red Simmons. I asked Red to educate his deputies on the difference between an easement and a right-of-way. It is important to note that at any given point, there are three to five Sheriff's deputies covering the entire county. Needless to say, trespassing without an immediate

physical threat is a low priority.

- I made a point of calling the Sheriff's office whenever trespassers came through my yard. I estimate deputies were able to stop and question trespassers approximately 10% of the time. On average, deputies came to my home about three out of four weekends every month.
- A housing development went in adjacent to my development. I assume the increased complaints from newer residents have mitigated some of the traffic.
- A bar (Skip and Ray's) that was near the easement burned down. It is my understanding that many people used the easement to travel from bar to bar in Newbury.

As there are neither fences nor signs at the points where the easement meets major roads, access is extremely easy. Newbury trustees once asked Mia Moore of First Energy on mine and my neighbor's behalf to block entrances from recreational vehicles. First Energy refused.

The easement is cleared biannually by tree cutting and brush hog. My experience has more often than not been fairly positive. With the exception of one year, First Energy does hire considerate, professional arborists. In my case the 'good' company was Asplundh. I do not recall the name of the company that did a poor job. The poor job consisted of cutting beyond the easement and spraying herbicide without clearing. This process is always followed by helicopters a few weeks later reviewing the clearing work. The helicopters fly at treetop height and no notice is given that they will be coming through.



CARE CONTACTS

Jim Galm, President	jgalm@caregeauga.org - (216) 346-0782
Mike Youshak, Vice President	myoushak@caregeauga.org - (440) 636-5294
Sharon Blankenship, Secretary	sblankenship@caregeauga.org - (216) 337-5849
Pat Jonath, Treasurer	pjonath@caregeauga.org - (440) 636-5153

On the Web, please visit www.caregeauga.org

What's New

Just like old times

The first CARE fish fry on Friday, Feb. 22, drew upwards of 170 persons who arrived with good appetites and departed somewhat later full, satisfied and happy. The fish dinners, created by Rocco and Mary DiFranco, ably assisted by an enthusiastic crew of CARE volunteers, are continuing each week through Friday, Mar. 21, at the Montville Community Center on Rt. 528, just south of US Rt. 6, in Montville, serving from 5:00 to 7:30 p.m. The all-you-can-eat dinner includes free dessert. For any questions feel free to call Pat at 440-636-5153.

CARE pancake breakfast set for March 16

A pancake breakfast will be served Sunday, March 16, 9 a.m. to 1 p.m. at the Hershey Montessori School Huntsburg Campus, 11530 Madison Road, Huntsburg. The proceeds will help feed CARE's treasury.

Support CARE by wearing CARE clothing items

CARE is offering a selection of CARE-logo clothing items some of which were being sported by various members at the recent fish fry.

Available are short- and long-sleeve white T-shirts in small, medium, large, and extra large with black and red decoration at \$15.00 minimum donation each. The same in a variety of light colors are \$17.00 each. The fronts will have the CARE logo and name in the left pocket area, while the backs will have the logo and name in full size.

There also are crew-neck sweatshirts and short-sleeved polo shirts in white at \$20.00 each, or in light colors at \$22.00 apiece. Hooded sweatshirts are \$30.00 in white or \$35.00 in colors. Another shirt offering are zippered hoodies, \$35.00 in white or \$40.00 in colors.

White baseball caps with the CARE logo in black and red are \$12.00 each with colored caps at the same minimum donation.

All listed items are can be picked up at the CARE fish fries (see above), and soon will on display with an accompanying order form on the official CARE website at www.caregeauga.org.

Earlybirds may hand-write their orders and send them, together with a check or money order payable to CARE, to CARE, c/o Pat Jonath, treasurer, 11975 Madison Road, Huntsburg, OH 44046.

