

William Jacobs
2201 Hendricks Rd
Pennsburg, PA 18073

November 22, 2021

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor North
P.O. Box 3265
Harrisburg, PA 17105-3265

Re: William Jacobs v. PPL Electric Utilities Corporation

Docket No. C-2021-3027892

Dear Secretary Chiavetta:

Enclosed you will find my files that answer "Discovery Requests" from PPL. I am assuming that this will be available to PPL via the e-Files, so I will not be sending PPL a separate copy. If my assumption is wrong, please let me know.

Thank you.

William Jacobs

Discovery Requests answered by William Jacobs, for PPL

Docket # C-2021-3027892

11-22-2021

I-1

(a), (b), & (c) all have been answered previously. Please see e-files and previous emails.

I-2

(a) Same as above in I-1

(b) Reason #1 = Privacy from Hendricks Rd.

Reason #2 = Harvesting organic crops from the adjacent triangle of ground that are used for my wife, who must consume large quantities of organic fruits as prescribed by her oncologist.

(c) Same as I-1

I-3

(a) Our well is 55' from the R. O. W., located behind the house, under the deck.

(b) Map is included in this mailing.

(c) 55 feet

(d) Tape measure

(e) 125 feet

(f) Tape measure

(g) I am not understanding the question. Ground water supplies all wells in our area.

Underground rock formations have crevices into which ground water seeps. Some crevices are closer to the surface than others. Some crevices are very large and hold much well water. This is common knowledge among geologists. Where my house is located, we hit rock at about 30". Water seeps down along the edge of the 25' well pipe also, into the well, obviously.

(h) There are numerous low areas formed by PPL & PECO trucks that formed ruts throughout our location. These ruts hold water, like mini-ponds, all year and these ponds feed the water table constantly. Why do you think that ponds are not allowed, by law, to be emptied or drained? It's because they feed underground crevices/wells.

(i) See map.

I-4

(a through e) Same as I-1. Sufficient data such as oncologist letter and Hypersensitivity Kist already provided.

I-5

Copy of PECO agreement will be sent with this letter.

I-6

See e-files, including 1927 Agreement and PA Code Rules Section 1501.

I-7

See previous emails to Mr. Dobbe, including spreading of herbicides discussion, where inhaled airborne herbicides, wind drift, and water runoff are all stated as problems, detrimental to our health and to our crops.

I-8

Manual trimming is the only permissible method, and it may NOT damage my crops in the process, according to the 1927 Agreement & the PA Code 1501. Manual trimming has been done every 3 years. That 3 year interval will not change, so "NO", I disagree with you on this issue.

In addition, there are NO dangerous species of trees to cut. All have been cut by me. The only dangerous species that appear are saplings, which I eventually cut myself.

I-9

Yes – but the key word in your question is "SAFE". Care for people/patrons is top priority, **not concern for making more money for a big corporation.**

I-10

Disagree if you are including MY PROPERTY, since I cut back the dangerous species.

I-11

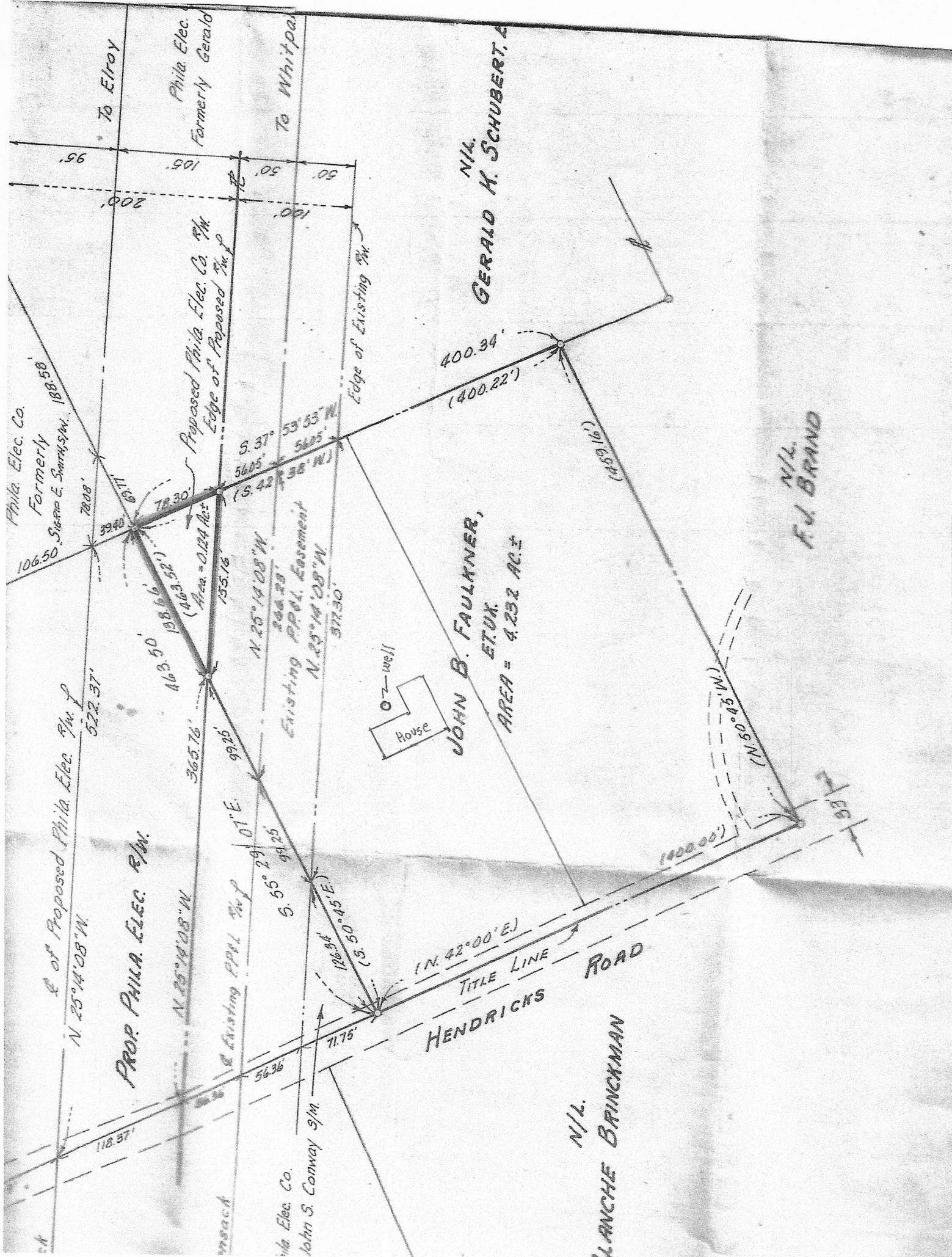
I call on no witnesses to be part of a live hearing. Their documents have been submitted. If in the future I elect to use an attorney, this may change.

I-12

Same as I-11.

I-13

Same as I-1.



To Elroy
 Phila. Elec. Co.
 Formerly
 Sierra E. Smith, S.W. 188.58

Phila. Elec.
 Formerly Gerald

N/L.
 GERALD H. SCHUBERT, et ux.

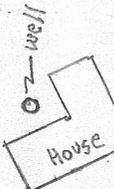
N/L.
 F.J. BRAND

JOHN B. FAULKNER,
 ET UX.
 AREA = 4.232 AC. ±

N/L.
 BLANCHE BRINCKMAN

Edge of Existing P.W.
 Proposed Phila. Elec. Co. P.W.
 Edge of Proposed P.W.
 Area = 0.124 Ac. ±
 106.50
 7808'
 522.37'
 118.37'
 N 25° 14' 08" W
 5636'
 71.75'
 126.94'
 (S. 50° 45' E.)
 56.36'
 S. 55° 29' 07" E.
 99.25'
 99.25'
 365.76'
 163.50'
 138.66'
 (463.52')
 78.30'
 89.71'
 7808'
 106.50'

Edge of Existing P.W.
 400.34'
 (400.22')
 (400.00')
 (400.16')
 (N 50° 45' W)
 155.16'
 N 25° 14' 08" W
 204.79'
 Existing P.P.W. Easement
 N 25° 14' 08" W
 377.30'
 S. 37° 55' 55" W
 5605'
 (S. 42° 38' W)
 5605'
 (N. 42° 00' E.)
 TITLE LINE
 HENDRICKS ROAD
 155'
 155'



WHEREAS, the undersigned (hereinafter called "Sellers") are the owners of premises situate in Marlborough Township, Montgomery County, Pennsylvania, comprising approximately 2.08 acres of ground, described in Deed dated the 9th day of April in the year 19 76, and recorded in the Office of the Recorder of Deeds of said County, in Deed Book 3557, page 849 &c.

NOW THIS OPTION AGREEMENT WITNESSETH, That in consideration of the sum of TEN DOLLARS (\$10.00), the receipt whereof is hereby acknowledged, the Sellers hereby grant to PHILADELPHIA ELECTRIC COMPANY (hereinafter called "Buyer"), the option, to be exercised as hereinafter provided at any time within ~~150~~³⁶⁵ days after the date hereof, of purchasing for the price or sum of FIVE HUNDRED (\$500.00) DOLLARS All That Certain parcel ~~footwide strip~~ of the above recited premises, more particularity shown outlined in red on the plan attached hereto and made a part hereof.

~~RESERVING unto Sellers, their heirs and assigns (for so long as they or any of them shall own ground adjoining said strip of ground on both sides) the right to cross at grade over said strip of ground within existing farm lanes or at such other convenient place or places as may be mutually agreed upon, subject to the construction, erection, operation and maintenance by Buyer, its Successors and Assigns, of facilities or structures for its or their corporate purposes without liability in any manner to Sellers, their heirs and assigns.~~

~~If at any future time, Sellers, their Heirs and Assigns, notify Buyer, its Successors and Assigns, of its intention to lay out and improve for public use, in accordance with local municipal specifications, a roadway or roadways across said strip of ground in connection with the development of Sellers' remaining property on both sides of the said strip of ground, and subsequently secures Buyer's approval of plans therefor, Buyer, its Successors and Assigns, agrees, upon completion of construction and acceptance by the local municipality, and at the request of Seller, to execute and deliver a Deed of Dedication to the local municipality, dedicating the area within the roadway or roadways as and for public road purposes and for no other use whatsoever. Upon consummation of such dedication, Seller, their Heirs and Assigns, shall execute and deliver to Buyer, its Successors and Assigns, a Release, in recordable form, releasing the strip of ground from the encumbrance of the general crossing rights as hereinabove set forth.~~

TOGETHER with the right, as often as Buyer, its Successors and Assigns, shall deem necessary, to cut down and remove from the premises of Sellers adjoining said ~~strip~~^{parcel} of ground any trees which may endanger the safety of, interfere with the use of, or be a menace to any facilities or structures which may be constructed by Buyer, its Successors and Assigns, upon said strip of ground; also the right of ingress and egress to and from the said ~~strip~~^{parcel} of ground.

It is further understood and agreed that:

1. Buyer is granted the right to make surveys of said ~~strip~~^{parcel} of ground during the option period, and, upon exercise of the option, shall have the right to immediate possession of said ~~strip~~^{parcel} of ground.
2. Buyer shall reimburse Sellers for any damage caused by Buyer or its representatives to crops planted before the date hereof and not harvested before Buyer takes possession.
3. Sellers will be permitted to use the said ~~strip~~^{parcel} of ground for grazing, cultivation or other agricultural pursuits, not to include planting of trees or shrubbery, under a form of License satisfactory to counsel for Buyer.

4. Neither party shall be obligated to construct or maintain any fences along said ~~strip~~^{parcel} of ground, but with respect to existing fences which Buyer may find it necessary to open for access, immediate repairs shall be made by Buyer, or in lieu of such repairs, Buyer may install a gate.

5. This option may be exercised at any time before the expiration thereof by notice delivered personally or sent by certified mail to the undersigned at
HENDRICKS RD, T.D.#2, Box No. 166, PENNSBURG, PA. - 18073.

6. Upon the exercise of this option it shall be and become an Agreement of Sale between Sellers and Buyer and settlement shall be made as follows:

- (a) Settlement to be made at a convenient place designated in said notice, within ninety (90) days from the date of said notice.
- (b) At settlement Sellers shall execute and deliver a Deed conveying to Buyer said ~~strip~~^{parcel} of ground in fee simple, free and clear of all liens and encumbrances, together with the rights hereinabove mentioned upon receipt of the purchase price. The Deed shall be prepared by Buyer and acknowledged, stamped and recorded at Buyer's expense.

7. This agreement shall be binding upon and inure to the benefit of the respective executors, administrators, heirs, successors and assigns of the Sellers and Buyer.

8. Sellers are granting this option to Buyer for Buyer's proposed Transmission Line Right of Way in lieu of Condemnation.

IN WITNESS WHEREOF, Sellers have hereunto set their hands and seals on this 22nd day of April, A.D. 1980.

Signed, sealed and delivered
in the presence of:

James D. Patrician

William D. Jacobs (SEAL)
William D. Jacobs
Mary M. Jacobs (SEAL)
Mary M. Jacobs

The following clause added prior to the execution of this agreement. This clause to survive settlement but not carried forth into Deed. Philadelphia Electric Company shall indemnify and hold harmless the Sellers from any and all claims of any third party arising out of the use by Philadelphia Electric Company of the said lot of ground.

PE-6441

**INTERROGATORIES AND REQUESTS FOR
PRODUCTION OF DOCUMENTS PROPOUNDED ON
WILLIAM JACOBS – SET I**

PPL to Complainant-I-1

Re: Formal Complaint.

- (a) Please explain in detail the reasons why you are challenging the Company's use of herbicides as a means of vegetation management on your property, including any concerns about health, safety, and property concerns.
- (b) Please explain in detail the reasons why you are challenging the Company's use of herbicides as a means of vegetation management on adjoining properties, including any health, safety, and property concerns.
- (c) Please provide all documents relied upon by you in your responses to subparts (a) and (b) above.

PPL to Complainant-I-2

Re: Formal Complaint.

- (a) Please explain in detail the reasons why you are challenging the Company's trimming and cutting of vegetation on your property, including any health, safety, and property concerns.
- (b) Please explain in detail the reasons why you are challenging the Company's trimming and cutting of vegetation on adjoining properties, including any health, safety, and property concerns.
- (c) Please provide all documents relied upon by you in your responses to subparts (a) and (b) above.

PPL to Complainant-I-3

Re: Formal Complaint.

- (a) Please identify the location of every water well that you use as a source of potable water.
- (b) Please provide a map marking the location of every water well that you use as a source of potable water.
- (c) Please state the linear distance from each of the water wells identified in subpart (a) to the nearest boundary of where PPL Electric has proposed to apply herbicides.

- (d) Please explain how you calculated the linear distance provided in response to subpart (c).
- (e) Please state the linear distance from each of the water wells identified in subpart (a) to the nearest boundary of Parcel 450001229202 (*i.e.*, the neighboring parcel owned by PECO Energy Company).
- (f) Please explain how you calculated the linear distance provided in response to subpart (e).
- (g) Please provide all information and documents in your possession regarding any groundwater that supplies each of the water wells identified in subpart (a).
- (h) Please provide all information and documents in your possession regarding any surface waters that supply each of the water wells identified in subpart (a).
- (i) Please provide all information and documents relied upon by you in your responses to subparts (a) through (h) above.

PPL to Complainant-I-4

Re: Formal Complaint.

- (a) Please state every health condition you claim would be caused or worsened by application of herbicides on your property or adjoining properties, including others in your household.
- (b) Please provide the date that every health condition identified in subpart (a) began.
- (c) Please provide copies of all your medical records, and the medical records of those in your household, of every health condition identified in subpart (a).
- (d) For each alleged health condition that you, or others in your household, do not have medical records for in response to subpart (c), please state whether such condition was diagnosed by a medical professional. If so, please provide the name, address, and telephone number of the medical professional and the date of the diagnosis.
- (e) For each of the alleged health conditions identified in subpart (a), please state whether you, or others in your household, have been prescribed any therapy or treatment for the condition by a medical professional. If so, please identify the therapy or treatment, provide the name, address, and telephone number of the prescribing medical professional, and provide the date the therapy or treatment was prescribed.

PPL to Complainant-I-5

Please provide a copy of the license agreement you entered into with PECO Energy Company regarding Parcel 450001229202 (*i.e.*, the neighboring parcel owned by PECO Energy Company).

PPL to Complainant-I-6

Re: Formal Complaint.

Do you dispute PPL Electric's right to perform vegetation management, through the use of herbicides or manual trimming and cutting, anywhere on your property? If so, please explain all reasons why you believe the Company does not have the right to perform any such vegetation management and provide all documents you relied upon in reaching that conclusion.

PPL to Complainant-I-7

Re: Formal Complaint.

Do you dispute PPL Electric's right to perform vegetation management, through the use of herbicides or manual trimming and cutting, anywhere on Parcel 450001229202 (*i.e.*, the neighboring parcel owned by PECO Energy Company)? If so, please explain all reasons why you believe the Company does not have the right to perform any such vegetation management and provide all documents you relied upon in reaching that conclusion.

PPL to Complainant-I-8

Re: Formal Complaint.

Do you agree that if PPL Electric forgoes the use of herbicides on your property, Parcel 450001229202 (*i.e.*, the neighboring parcel owned by PECO Energy Company), or both that the Company will have to perform manual trimming and cutting of vegetation more often? If not, please explain in detail why and provide all documents you relied upon in reaching that conclusion.

PPL to Complainant-I-9

Re: Formal Complaint.

Do you agree that PPL Electric's duty to provide safe, reliable, adequate, and reasonable service requires the Company to perform vegetation management on its electric lines? If not, please explain in detail why and provide all documents you relied upon in reaching that conclusion.

PPL to Complainant-I-10

Re: Formal Complaint.

Do you agree that PPL Electric's failure to perform vegetation management on its electric lines would adversely affect the Company's ability to provide safe, reliable, adequate, and reasonable service? If not, please explain in detail why and provide all documents you relied upon in reaching that conclusion.

PPL to Complainant-I-11

Please identify each person you plan to call as a fact witness in this proceeding, including yourself. For each person, please:

- (a) Provide the person's name, home and business address, background, and qualifications;
- (b) Explain in detail the subject matter(s) on which the witness is expected to testify; and
- (c) Provide the source(s) of information relied upon or referenced by the witness.

PPL to Complainant-I-12

Please identify each person you plan to call as an expert witness in this proceeding. For each person, please:

- (a) Provide the person's name, home and business address, background, and qualifications;
- (b) Explain in detail the subject matter(s) on which the witness is expected to testify;
- (c) Provide the source(s) of information relied upon or referenced by the witness; and
- (d) Provide a copy of the expert witness's current curriculum vitae.

PPL to Complainant-I-13

Please provide copies of all exhibits you intend to present or utilize at the evidentiary hearing in this proceeding. For each exhibit to be used as part of your direct case, please identify the witness who will be sponsoring the exhibit.