

COMMONWEALTH OF PENNSYLVANIA
(Public Utility Commission)

-----*
LISA LINDER, :
Complainant, : Docket No.:
vs. : C-2025-3055420
PECO ENERGY COMPANY, :
Respondent. :
-----*

Pages 1 through 121 TELEPHONIC HEARING
Judge's Chambers
State Office Bldg.
801 Market Street,
Philadelphia, PA 19107

Friday, October 24, 2025
Met, pursuant to notice, at 10:01 a.m.

BEFORE: THE HONORABLE CHRISTOPHER PELL
Administrative Law Judge

INDEX TO EXHIBITS
Docket No.: C-2025-3055420
Hearing Date: October 24, 2025

EXHIBITS INDEX

NUMBER		MARKED	IN EVIDENCE
COMPLAINANT:			
C1	(Pictures of property)	38	54
C2	(Series of emails with Michael Hermon)	38	54
C3	(Deed for Ms. Linder's property))	40	54
C4	(Nontraffic Citation)	44	
C5	(Document showing PECO deal with deed for Parcel 400026333-09-6)	47	54
C6	(Document showing Complainant's lot is Parcel 400059947-05-2)	48	54
PECO ENERGY COMPANY:			
1	(Project Introduction Letter)		114
2	(M8311, PECO's property rights, Phase 2)		114
3	(M8211, PECO's property rights, Phase 1)		114
4	(M8212, PECO'S property rights, Phase 3)		114
5	(Pictures of Complainant's property)		114

P #1

9

C-1

11/18/24 w of in rightaway

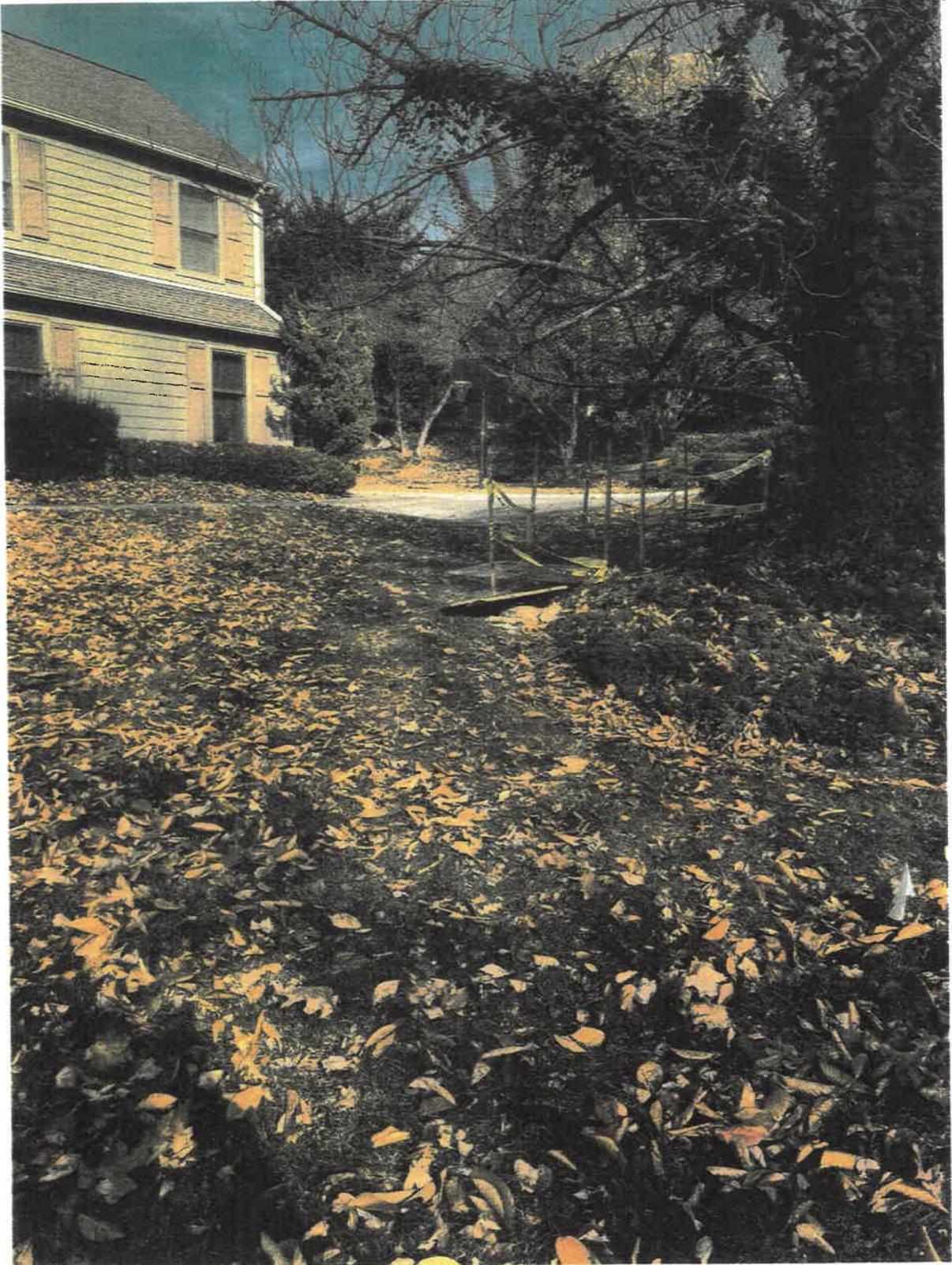


p#2

10/18/24

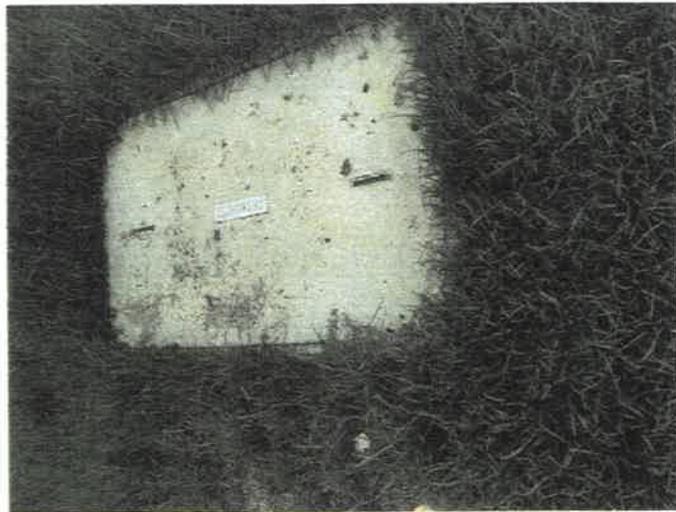
Not in right away
inadequate protection

cut canopy
& branches



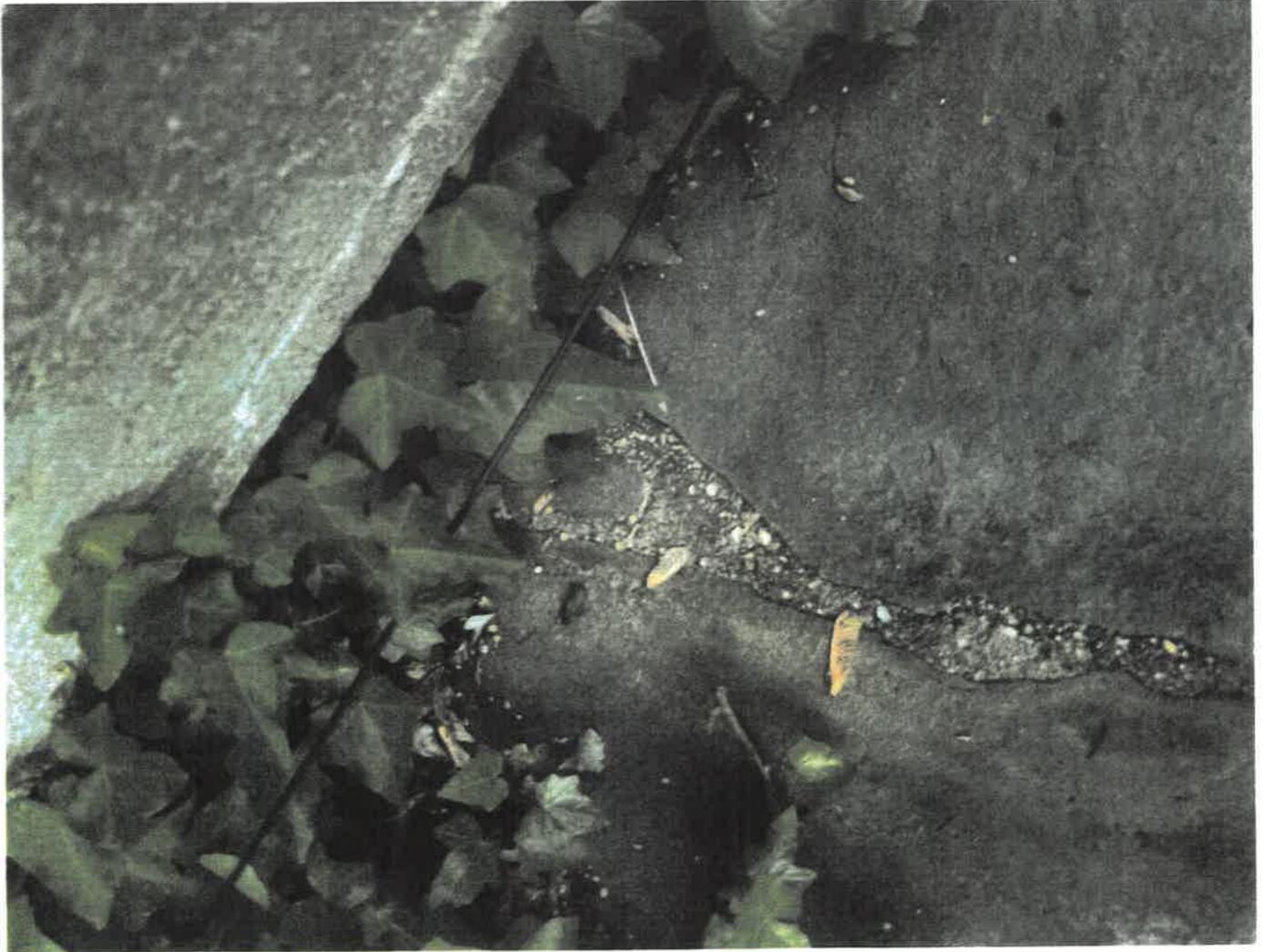
p #3

5/6/25 PECCO COVER
NOT in right away
* in middle of front
yard



P.H.F

5/25/25 Exposed wires - in
front walkway - safety hazard



0x45

5/25/25

exposed wires across sidewalk
NOTE ROCKS left in bushes



P # 6

6/10/25

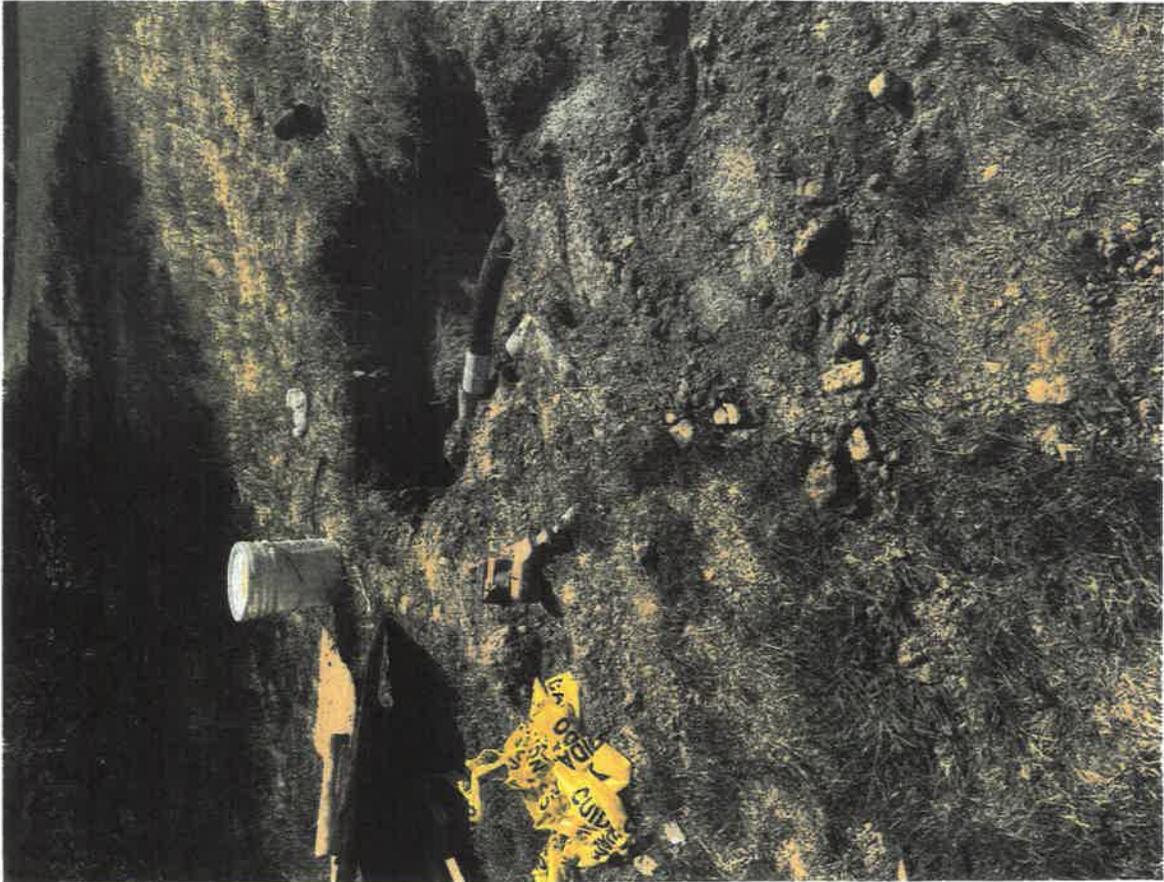


Ruined sprinkler system
→ not in right of way
→ note rocks

P 117

7/8/25 note

- ① open trench no protection
- ② not in right away
- ③ note rocks + debris



PWS



Debris of pipes 7/25/25

~~P999~~

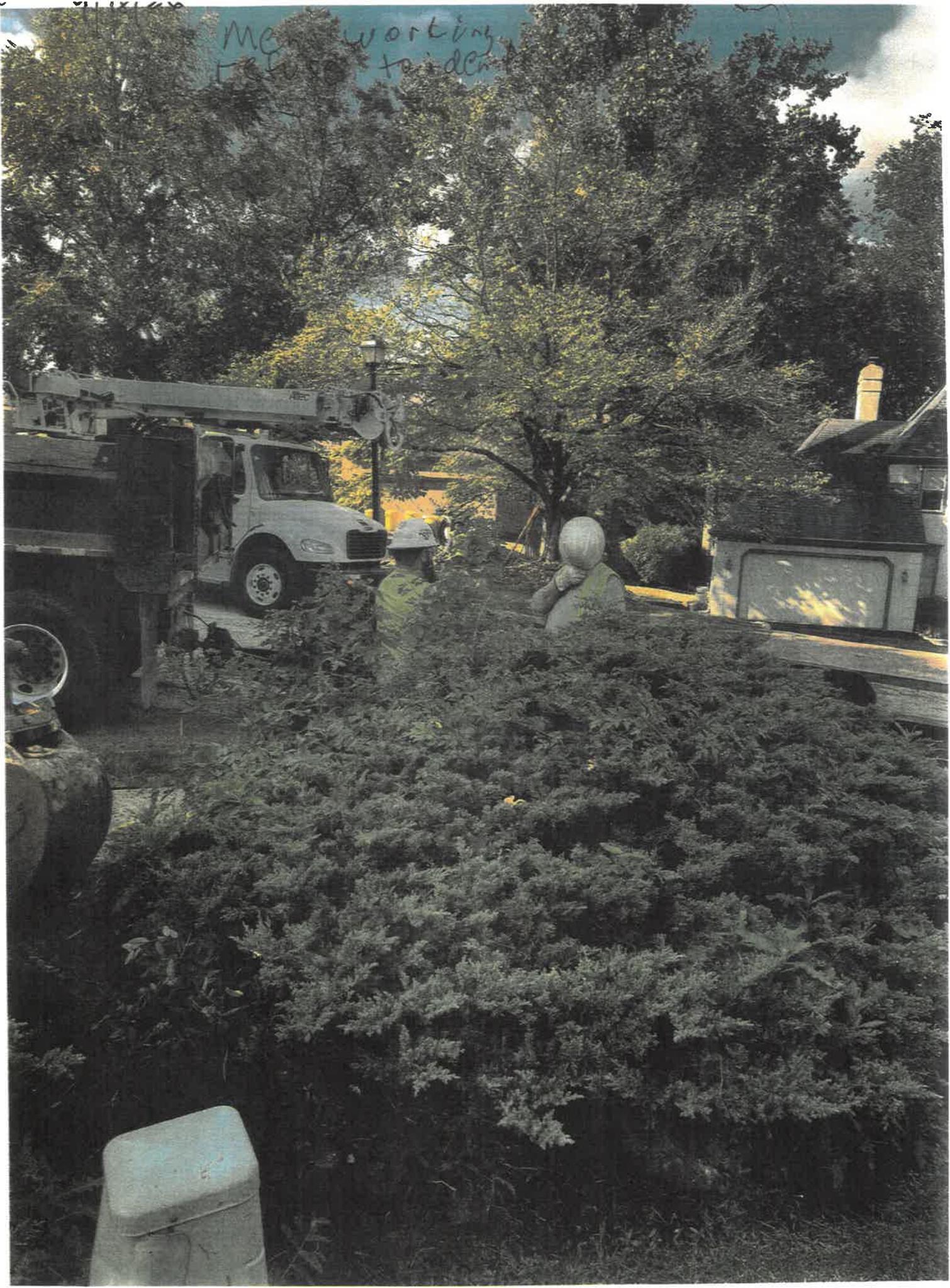


shows area out of night
away 7/25/25

R#11

7/18/20

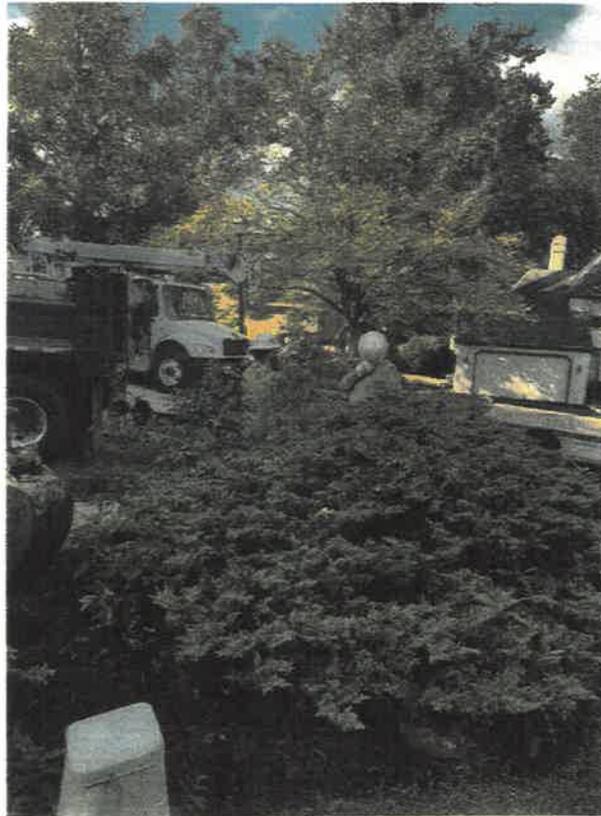
Men working
to clear



PH 9/8

Back IMG_7333.jpg

9/18/25 men refusing to
identify themselves,
what they were doing
and who they were working
for

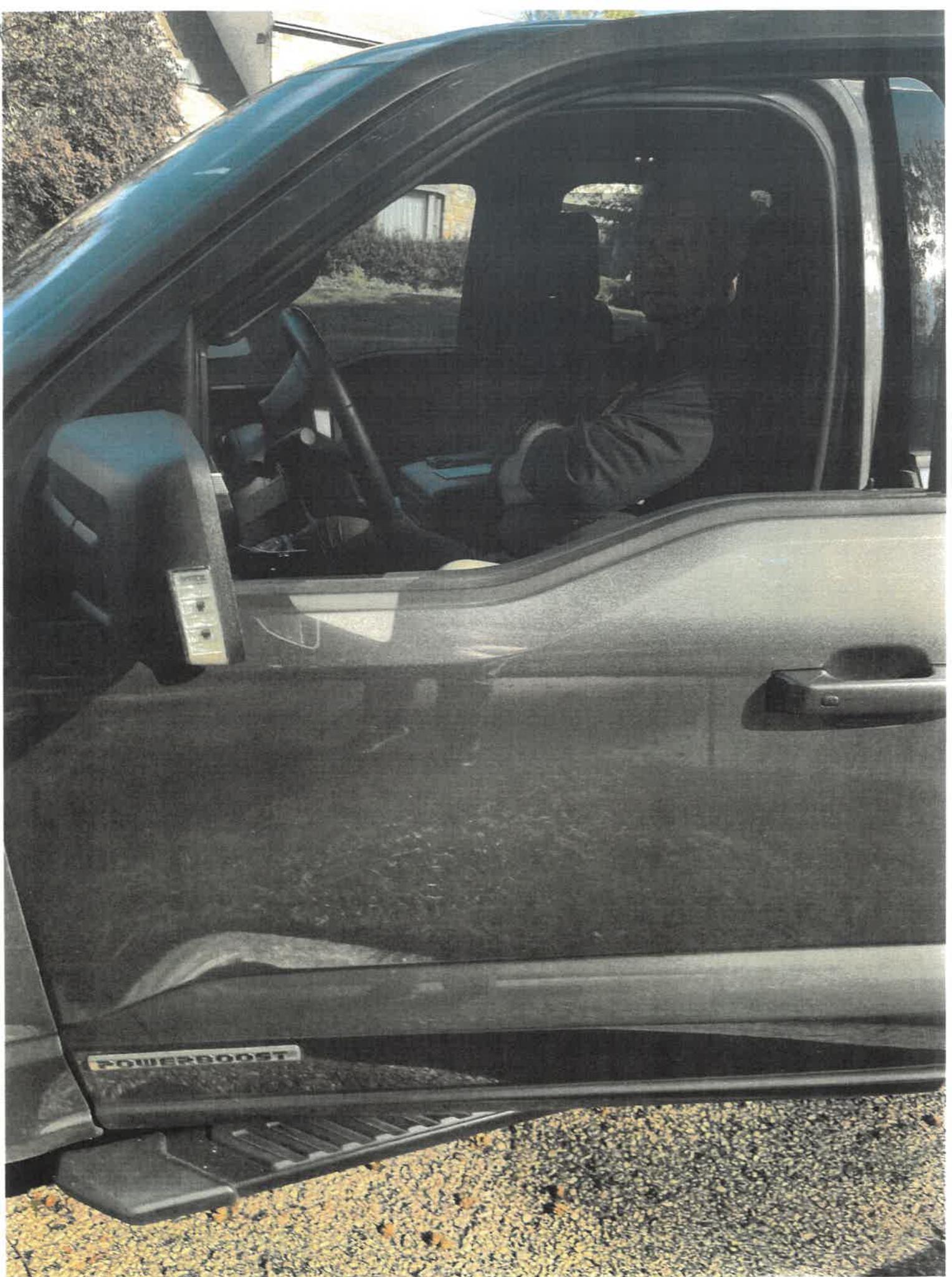


46

5/25/25 Debris left
on PECO cover in
right away



8/11



P#12

5/25/25 Debris left
on PECC cover in
right away





C-2

Re: [EXTERNAL]FW: Strawberry Ln

From: ljl4lsg@aol.com (ljl4lsg@aol.com)
To: michael.herman@exeloncorp.com
Date: Thursday, May 8, 2025 at 03:33 PM EDT

I would appreciate you moving your electrical plate in the middle of my front lawn even if you have to move the electrical connections. In spite of the fact that you in PECO claim you can go anywhere on a property, this was a horrible location that could have been closer to the side walk. Did you do this on my property because I am a woman who owns the property? You have shown no consideration or respect. Mine is the only property in my area where this has been done.

On Thursday, May 8, 2025 at 11:05:52 AM EDT, Herman, Michael:(Contractor - PECO)
<michael.herman@exeloncorp.com> wrote:

Good morning, thank you for your pictures. I'm having this looked into closer today and will follow up when I hear back from them.

Sincerely,



Michael Herman
Customer Liaison Lead
Infrastructure & Capital Projects (I&CP)

USA | Mobile: (484) 926-8903
[accenture.com](https://www.accenture.com) | **We are hiring!**



From: ljl4lsg@aol.com <ljl4lsg@aol.com>
Sent: Thursday, May 8, 2025 10:46 AM
To: Herman, Michael:(Contractor - PECO) <Michael.Herman@exeloncorp.com>
Cc: Kevin Spearing <kspearing@lowermerion.org>
Subject: Re: [EXTERNAL]FW: Strawberry Ln

Re: [EXTERNAL]FW: Strawberry Ln

From: ljl4lsg@aol.com (ljl4lsg@aol.com)
To: michael.herman@exeloncorp.com
Cc: kspearig@lowermerion.org
Date: Tuesday, May 27, 2025 at 01:05 PM EDT

Michael, you need to move the white box. It is not acceptable to bury the connections. Your contractors also ruined the sidewalk at the curb cut and one other spot and you need to replace the concrete. In addition you need to reimburse me for the repair of my sprinkler system because your contractors cut it and fix my landscaping.
Thank you
Lisa Linder

On Monday, May 12, 2025 at 04:47:32 PM EDT, Herman, Michael:(Contractor - PECO) <michael.herman@exeloncorp.com> wrote:

Good afternoon,

We are looking into whether we are able to move the box. I will keep you updated as I learn more.

Sincerely,



Michael Herman
Customer Liaison Lead
Infrastructure & Capital Projects (I&CP)

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From: ljl4lsg@aol.com <ljl4lsg@aol.com>
Sent: Thursday, May 8, 2025 3:33 PM
To: Herman, Michael:(Contractor - PECO) <Michael.Herman@exeloncorp.com>
Subject: Re: [EXTERNAL]FW: Strawberry Ln

Re: [EXTERNAL]FW: Strawberry Ln

From: ljl4lsg@aol.com (ljl4lsg@aol.com)

To: michael.herman@exeloncorp.com

Date: Thursday, May 29, 2025 at 04:49 PM EDT

Your contractor stated to mew that he didn't cause any damage including the cut verizon line or the cut sprinkler system. They are not forthcoming.

On Thursday, May 29, 2025 at 01:36:39 PM EDT, Herman, Michael:(Contractor - PECO) <michael.herman@exeloncorp.com> wrote:

Good afternoon,

We are working with our engineering team to find solutions for the box in your yard. Myself or Bob will be in touch when we have more information. As for the other damage issues, I am waiting to hear back from the contractor and the project team. As soon as I find out more information I will be in touch.

Sincerely,



Michael Herman
Customer Liaison Lead
Infrastructure & Capital Projects (I&CP)

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From: ljl4lsg@aol.com <ljl4lsg@aol.com>
Sent: Tuesday, May 27, 2025 1:06 PM
To: Herman, Michael:(Contractor - PECO) <Michael.Herman@exeloncorp.com>
Cc: Kevin Spearing <kspearing@lowermerion.org>
Subject: Re: [EXTERNAL]FW: Strawberry Ln

Michael, you need to move the white box. It is not acceptable to bury the connections. Your contractors also ruined the sidewalk at the curb cut and one other spot and you need to replace the concrete. In addition you need to reimburse me for the repair of my sprinkler system because your contractors cut it and fix my landscaping.

Re: PECO Project Letter

From: ljl4lsg@aol.com (ljl4lsg@aol.com)
To: michael.herman@exeloncorp.com
Date: Friday, July 25, 2025 at 04:02 PM EDT

Thanks. Can i also have the plans where your wires were placed on my property. Also where were the original electric wires on my property

On Friday, July 25, 2025 at 03:54:59 PM EDT, Herman, Michael:(Contractor - PECO) <michael.herman@exeloncorp.com> wrote:

Good afternoon Ms. Linder, attached are the two letters that were mailed out for the project. The first one was mailed in July 2024, however, due to delays that impacted the start and completion time, we sent a second letter in November 2024 with updated timelines.

Sincerely,



Michael Herman
Customer Liaison Lead
Infrastructure & Capital Projects (I&CP)

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PHILADELPHIA**

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Re: PECO Project Letter

From: ljl4lsg@aol.com (ljl4lsg@aol.com)
To: michael.herman@exeloncorp.com
Date: Monday, July 28, 2025 at 11:59 AM EDT

Well if your easement is valid it states that you the guarantee has to give me the guarantor plans ahead of time. You did not give me any plans. So I interpret this as saying that i am not the guarantor therefore there is no easement.

On Monday, July 28, 2025 at 11:22:08 AM EDT, Herman, Michael:(Contractor - PECO) <michael.herman@exeloncorp.com> wrote:

Good morning Ms. Linder,

Unfortunately, I am unable to share anything with you as PECO's maps or plans are not public information. If lines or equipment need to be located, then PA1call, or 811 before you dig, needs to be contacted for the utilities to mark the lines.

Sincerely,



Michael Herman
Customer Liaison Lead
Infrastructure & Capital Projects (I&CP)

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PUBLIC UTILITY COMMISSION
PHILADELPHIA

From: ljl4lsg@aol.com <ljl4lsg@aol.com>
Sent: Friday, July 25, 2025 4:03 PM
To: Herman, Michael:(Contractor - PECO) <Michael.Herman@exeloncorp.com>
Subject: Re: PECO Project Letter

Thanks. Can i also have the plans where your wires were placed on my property. Also where were the original electric wires on my property

On Friday, July 25, 2025 at 03:54:59 PM EDT, Herman, Michael:(Contractor - PECO)
<michael.herman@exeloncorp.com> wrote:

Good afternoon Ms. Linder, attached are the two letters that were mailed out for the project. The first one was mailed in July 2024, however, due to delays that impacted the start and completion time, we sent a second letter in November 2024 with updated timelines.

Sincerely,



Michael Herman
Customer Liaison Lead
Infrastructure & Capital Projects (I&CP)

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Re: PECO Project Letter

From: ljl4lsg@aol.com (ljl4lsg@aol.com)

To: michael.herman@exeloncorp.com

Date: Wednesday, July 30, 2025 at 08:51 AM EDT

Thats not true i have been billed

On Wednesday, July 30, 2025 at 08:46:47 AM EDT, Herman, Michael:(Contractor - PECO) <michael.herman@exeloncorp.com> wrote:

Good morning Ms. Linder,

Your formal complaint is being handled by the legal department, and I have forwarded your request to their attention.

Regarding the billing department phone number request - once a formal complaint is filed the account is placed in a suspended status and removed from any collection process.

Sincerely,

Mike

[Get Outlook for iOS](#)

From: ljl4lsg@aol.com <ljl4lsg@aol.com>

Sent: Tuesday, July 29, 2025 7:31:35 PM

To: Herman, Michael:(Contractor - PECO) <Michael.Herman@exeloncorp.com>

Subject: Re: PECO Project Letter

Would you please send me the telephone number for PECO billing department. I want to set up an escrow account until my complaint has been settled.

Thank you

Lisa Linder

On Friday, July 25, 2025 at 03:54:59 PM EDT, Herman, Michael:(Contractor - PECO) <michael.herman@exeloncorp.com> wrote:

Good afternoon Ms. Linder, attached are the two letters that were mailed out for the project. The first one was mailed in July 2024, however, due to delays that impacted the start and completion time, we sent a second letter in November 2024 with updated timelines.

Sincerely,



Michael Herman
Customer Liaison Lead
Infrastructure & Capital Projects (I&CP)

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This Indenture Made the

day of *May*
hundred and *86*

194
in the year of our Lord one thousand nine

Between

INDIAN CREEK ESTATES PHASE II, INC.

RENTY	...
STATE	2799.10
LOCAL	2799.10
...	...

(hereinafter called the Grantor), of the one part, and

LOUIS G. GLASS and BISA J. LINDER

(hereinafter called the Grantees); of the other part.

Witnesseth,

That the said Grantor,

for and in consideration of the sum of

TWO HUNDRED SEVENTY-NINE THOUSAND NINE HUNDRED DOLLARS

lawful

money of the United States of America, unto it well and truly paid by the said Grantee ;
at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has
granted, bargained and sold, aliened, enfeoffed, released and confirmed, and by these presents does
grant, bargain and sell, alien, enfeoff, release and confirm unto the said Grantees, their heirs
and assigns, as tenants by the entireties

ALL THAT CERTAIN lot or piece of ground SITUATE in Lower Merion
Township, Montgomery County, Pennsylvania as shown on Plan of Property
for Indian Creek Estates made by Joel C. DeFreytas, Jr., Registered
Professional Engineer, dated 8/28/1984 and last revised 2/12/1985 and
recorded in Plan Book A-46, page 158 as more fully described as follows;
to wit:

BEGINNING at a point marking the intersection that the center line
of Periwinkle Lane (30.0 feet wide) makes with the center line of
Strawberry Lane (30.0 feet wide) thence from said beginning point
along the center line of Periwinkle Lane the two (2) following courses
and distances, (1) on the arc of a circle curving to the left, having a
radius of 25.00 feet, the arc distance of 74.25 feet to a point of
tangency, thence (2) North 30 degrees, 00 minutes West, 61.98 feet to a
point, thence leaving the bed of Periwinkle Lane and crossing the Northeast-
erly side thereof, North 60 degrees, 00 minutes East, 125.00 feet to a
point, thence South 69 degrees, 15 minutes, 00 seconds East, 132.0 feet
to a point on the Northwesterly side of Strawberry Lane, thence through

20-268 REC 46018 495

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919800

96 AM 11 5

the bed of same, South 67 degrees, 45 minutes, 24 seconds East, 25.0 feet to a point on the center line of same, thence along said center line the three (3) following courses and distances, (1) South 82 degrees, 14 minutes, 46 seconds West, 73.39 feet to a point of curve, thence (2) on the arc of a circle curving to right, having a radius of 150.0 feet, the arc distance of 143.39 feet to a point of tangency, thence (3) South 77 degrees, 01 minutes, 00 seconds West, 24.24 feet to the first mentioned point and place of beginning.

Being Lot #78 (835 Strawberry Lane) on said Plan.

Being Parcel #40-00-39947-05-2.

Being (part of) the same premises which The Philadelphia Theological Seminary of Saint Charles Borromeo, a Penna. Non-Profit Corporation by and with the consent of His Eminence, John Cardinal Krol, Archbishop of Philadelphia by Deed dated 3/1/1985 and recorded in Montgomery County, in Deed Book 0761, page 22, conveyed unto Indian Creek Estates Phase II, Inc. (Pa. Corp.) in fee.

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
 40-00-39947-05-2 L. MISION NOV 1985
 835 STRAWBERRY LN TC 8011
 INDIAN CREEK ESTATES PHASE II INC
 S. DEED 0-1689 1184 DATE 11/04/84

COMMONWEALTH OF PENNSYLVANIA
 DEPARTMENT OF REVENUE

REALTY
 TRANSFER
 TAX

JUN-1985



0 0 0 0 0

PA-11189

COMMONWEALTH OF PENNSYLVANIA
 DEPARTMENT OF REVENUE

REALTY
 TRANSFER
 TAX

JUN-1985



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PA-11189

COMMONWEALTH OF PENNSYLVANIA
 DEPARTMENT OF REVENUE

REALTY
 TRANSFER
 TAX

JUN-1985



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PA-11189

NRK 4801N 496

Together with all and singular the buildings and
Improvements, Ways, Streets, Alleys, Passages, Waters, Water-courses, Rights, Liberties, Privileges,
Herediments and Appurtenances, whatsoever thereto belonging or in any wise appertaining, and
the Reversions and Remainders, Rents, Issues and Profits thereof; and all the Estate, Right, Title,
Interest, Property, Claims and Demand whatsoever of
in law or in equity, or otherwise howsoever, of, in, and to the same and every part thereof.

To have and to hold the said lot or piece of ground herein described
together with the buildings and improvements
Herediments and Premises hereby granted, or mentioned and intended so to be, with the Appurte-
nances, unto the said Grantee, their heirs
and Assigns, to and for the only proper use and behoof of the said Grantee, their
and Assigns, forever.

And the said Grantor, its successors and assigns

do as by

these presents, covenant, grant and agree, to and with the said Grantee, their heirs
and Assigns, that if the said Grantor, together with

all and singular the

Herediments and Premises herein above described and granted, or mentioned and intended so to be,
with the Appurtenances, upon the said Grantee, their heirs

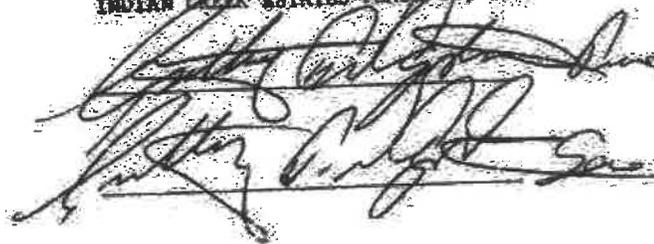
and Assigns,
against it, the said Grantor, its successors and assigns, and against all and every
Person or Persons whatsoever lawfully claiming or to claim the same or any part thereof, by, from
or under he, she, it, them
or any of them,
shall and will.

WARRANT and forever DEFEND.

In Witness Whereof the party of the first part has hereunto set its hand and
Corporate seal the day and year first above written.

Sealed and Delivered
in the presence of us:

INDIAN CREEK ESTATES PHASE II, INC.



BOOK 4801 PG 497

Commonwealth of Pennsylvania

County of **BYLANSSE**

On this, the **29th** day of **May**, 19**84**, before me,

the undersigned officer, personally appeared **Anthony N'Agostino** who acknowledged himself (himself) to be the **President** of **Indian Creek Estates Phase II, Inc.** a corporation, and that he as such **President** being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself (himself) as **President**.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[Signature]
NOTARY PUBLIC

ROLAND H. KRISTEN, Notary Public,
Springfield Township, Gloucester Co., Pa.
My Comm. Expiration Date: April 21, 1985

#1576
1576
DEED

INDIAN CREEK ESTATES PHASE II, INC.

TO

LOUIS C. GLASS and LISA M. LINDER



1984
John C. Clark Co., PA
1984
PREPARED BY:
1221 878, Indian Creek
833 Strawberry Lane
Lower Merion Twp.
Montgomery Co., PA

AMERICAN LAND TRANSFER ASSOC.
BOX 286
SPRINGFIELD, PA 19004

Notary Public
I certify that the above named
party is the legal owner of the
property described in the
instrument and that the
James R. Fries
is the

Notary Public
To: **Lisa M. Linder**
and **Louis C. Glass**
1576

This address of the above named Grantee
is **833 Strawberry Lane**
Lower Merion Twp.
On behalf of the Grantee

DEED 48016 498

This Indenture, made this 13th day of MAY

A.D. 1985, between INDIAN CREEK UTILITIES, PHASE II, INC.

a corporation organized and existing under the laws of the Commonwealth of Pennsylvania (hereinafter called the Grantor), of the one part, and PHILADELPHIA ELECTRIC COMPANY, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, (hereinafter called the Grantee), of the other part

WHEREAS, the Grantor(s) are the owner(s) of premises situate on the North side of Lancaster Avenue in the Township of Lower Merion, County of Montgomery, Commonwealth of Pennsylvania, as more particularly described in a Deed dated February 25, 1975 and recorded in the Office for the Recording of Deeds, in and for the County aforesaid, in Deed Book 1761, page 32 No. 1

PARCEL: 40-00-26333-07-6

MONTGOMERY COUNTY COMMISSIONERS REGISTER
15-00-2471-01-1 MERION OFF 1711
THE MONTGOMERY CO. CO REC'D
INDIAN CREEK UTILITIES PHASE II INC
3 0430 P 1100 1102 DATE 7/10/85



4771-2470

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PUBLIC UTILITY COMMISSION
PHILADELPHIA

010744

M 11 2 51 85

INDIAN CREEK UTILITIES PHASE II, INC.

Now, therefore, this Indenture witnesses that the said Grantor(s) for and in consideration of the sum of ONE DOLLAR (\$1.00), lawful money unto well and truly paid by the Grantee at and before the sealing and delivery of this Indenture, the receipt whereof is hereby acknowledged, do(es) hereby give and grant to the said Grantee, and its successors and assigns, the perpetual right, liberty, privilege and authority to locate, relocate, construct, erect, install, renew, replace, add to, operate and maintain on, over, under, along, across and within said premises and communication, gas and electric transmission and distribution facilities as from time to time the Grantee, its successors or assigns, shall determine are necessary or proper to supply said premises and those adjacent thereto with communication service and gas and electricity, for the service of light, heat and power (hereinafter referred to as facilities), together with the right of ingress and egress and the right to trim and keep trimmed, in a workmanlike manner, all trees, roots and branches of trees to the extent determined necessary by said Grantee, its Successors and Assigns, to provide sufficient clearance for the protection of the aforesaid facilities, together with the right to attach said facilities to the buildings erected or to be erected on said premises.

The aforesaid rights are granted under and subject to the following conditions:

(1) The location of said facilities to be installed and constructed by virtue of this agreement shall be shown and delineated on plans prepared by the Grantee, copies of which will be in the possession of the parties hereto having first been approved by them ~~and approval shall not be unreasonably withheld~~;

(2) The fuel grades of all locations where the facilities are to be constructed on said premises are to be established by Grantor(s) prior to the construction of said facilities;

(3) Grantor(s) agree(s) to establish and stake property lines as needed before said facilities are constructed;

(4) Grantor(s) agree(s) to reimburse the Grantee for any excess cost incurred due to changes deemed feasible in the opinion of Grantee and made in facilities constructed hereunder to accommodate Grantor(s) in accordance with the then effective provisions of its tariff;

(5) Grantor(s) agree(s) to keep the area where underground facilities are located clear of trees, tall shrubs, buildings or any other permanent structure which could, in the opinion of Grantee, interfere with the construction, maintenance or use of the said facilities as provided for under the terms of this agreement;

(6) Grantor(s) agree(s) that the initial exercise of any of the powers and rights herein granted shall not be construed as limiting Grantee's rights and privileges hereunder;

4771-2471

(7) Any utility easement shown on the developer's recorded plan shall not be construed as limiting the Grantee's rights hereunder.

(8) Grantor reserves the right to approve plans as set forth in Paragraph (1) herein on all lots sold out of the herein described premises until all such facilities initially required to provide service to the premises have been installed.

Parcel No 00-20333-09-0

The conditions herein contained shall survive to and bind the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the said Grantor to these presents has hereunto caused its corporate seal to be hereunto affixed, duly attested, this day and year first above written.

DELLA CHALK MOTORS, PHILA PA, INC.





COMMONWEALTH OF PENNSYLVANIA
COUNTY OF Chester

On this, the 14 day of JUN 14 AD, before me, ROBERT E. UPTON, the undersigned officer, personally appeared DAVID W. B. BUCKLEW, who acknowledged himself to be the President of DELLA CHALK MOTORS, PHILA PA, INC., a corporation. And that he as such President, being authorized to do so executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public

ROBERT E. UPTON
Notary Public
1000 Locust Street
Philadelphia, PA 19107

1985

Right of Way
Subordinate

When

PHILADELPHIA ELECTRIC COMPANY

To

PHILADELPHIA ELECTRIC COMPANY

Presented

James H. ...
Philadelphia Electric Company
Philadelphia, Pennsylvania

JAN 1985



Montgomery County S. I.
Recorded in the Office for Register of Deeds & C.
in and for said county in Book 2970 at
No. 2970 Page 10
Witness my hand and seal of office this
day of July 19 85
James H. ...
Register

4771 2473

7

the bed of same, South 67 degrees, 45 minutes, 24 seconds East, 25 feet to a point on the center line of same, thence along said center line the three (3) following courses and distances, (1) South 22 degrees, 14 minutes, 46 seconds West, 73.33 feet to a point of curve, thence on the arc of a circle curving to right, having a radius of 150.0 feet to a point of tangency, thence (2) South 77 degrees, 01 minutes, 00 seconds West, 74.24 feet to the first point and place of beginning.

Being Lot #78 (835 Strawberry Lane) on said Plan.

Being Parcel #40-00-59947-05-2.

Being (part of) the same premises which The Philadelphia Theological Seminary of Saint Charles Borromeo, a Penna. Non-Profit Corporation, and with the consent of His Eminence, John Cardinal Krol, Archbishop of Philadelphia by Deed dated 3/1/1985 and recorded in Montgomery County Deed Book 4761, page 32, conveyed unto Indian Creek Estates Phase II, Inc. (Pa. Corp.) in fee. ❖

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
 40-00-59947-05-2 L MERION DBX 4741
 835 STRAWBERRY LN PC 0032
 INDIAN CREEK ESTATES PHASE II INC
 8 002 U 2488 2104 DATE 4/04/86

WJ

RECEIVED

OCT 07 2025

OFFICE OF ADMINISTRATIVE LAW JUDGE
 PUBLIC UTILITY COMMISSION
 PHILADELPHIA



Direct Dial: 267-533-1830
khadijah.scott@exeloncorp.com

October 17, 2025

VIA E-MAIL

Honorable Christopher Pell, ALJ
Pennsylvania Public Utility Commission
801 Market Street, 4th Floor, STE 4063
Philadelphia, PA 19107

RE: Lisa Linder v. PECO Energy Company
Docket No. C-2025-3055420
Date of Hearing: October 24, 2025 at 10:00 a.m.

Dear Judge Pell:

Enclosed please find a copy of PECO Energy Company's Exhibits 1 through 5, which it intends to use in the above referenced hearing. By copy of this letter, I am sending a copy of same to the Complainant.

Please call my direct dial number if you have any questions regarding this case.

Respectfully submitted,

A handwritten signature in blue ink that reads "Khadijah Scott". The signature is written in a cursive, flowing style.

Khadijah Scott

KS/ld
Enclosure

Cc: Kurt Minio (via email)

EXHIBIT 1



Date

Dear Customer:

At PECO, we are committed to providing safe and reliable energy for our customers and the communities we serve. As part of our work, we will be upgrading and installing new equipment to modernize and enhance the local electric grid.

This project is part of PECO's Reliability & Resiliency Plan to invest \$1.36 billion through 2025 on targeted reliability-focused infrastructure investments. These accelerated investments will help strengthen the local electric infrastructure to better withstand more frequent and damaging storms, deliver enhanced reliability for our customers, and enable the adoption of clean energy resources. This plan is part of the company's overall system investment of approximately \$6 billion during the next five years across our electric and natural gas systems to inspect equipment, complete targeted system enhancements and corrective maintenance, invest in new equipment, and perform vegetation management.

About the Project:

- This is a follow up to the initial project announcement letter which was mailed in July.
- We are investing more than \$480,000 to enhance the local electric infrastructure in your area.
- A machine referred to as a directional bore machine will be used to install new conduit as well as new underground electrical cable throughout your neighborhood.
- We will be inspecting existing transformers and if they need to be replaced, we will install new above ground transformers.
- This work will help to improve reliability – reducing the frequency of outages and minimizing the duration of outages that do occur.
- Work will occur along streets and sidewalks of Fox Glove Ln, Mayflower Ln, Periwinkle Ln, Primrose Ln, Daisy Ln, Violet Ln, Iris Ln, Strawberry Ln, Wildflower Ln, E. Wynnewood Rd, E. Lancaster Ave, and Honeysuckle Ln.
- Restoration will take place shortly after the project completion, weather permitting.
- **Work started in July and was expected to be completed in November 2024, however, due to hurricanes this season we've experienced delays, and the new completion date is February 2025.**
- Work will be performed by PECO crews and qualified PECO contractors.

Crews may need to temporarily interrupt service to safely complete some of this work. We will work with local residents to ensure they are informed in advance of our activities and any planned interruptions. To ensure you receive all outage updates, please confirm that your phone number is accurate in our system through MyAccount at peco.com/myaccount or by calling PECO at 1-800-494-4000.

We will also work closely with local officials to minimize the impact on traffic and pedestrians whenever possible. Access for services such as trash removal, student transportation and emergency vehicles will be maintained during construction.

If you have any questions regarding the details of this project and how it may impact you, please contact Mike Herman, Customer Liaison, at michael.herman@exeloncorp.com.

Sincerely,

Courtney Allen
Director, Regional Electrical Operations, PECO

EXHIBIT 2

This Indenture, made this 13TH day of MAY

A. D. 1985, between INDIAN CREEK ESTATES, PHASE II, INC.

a corporation organized and existing under the laws of the Commonwealth of

Pennsylvania

, (hereinafter called the

Grantor), of the one part, and PHILADELPHIA ELECTRIC COMPANY, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, (hereinafter called the Grantee), of the other part:

WHEREAS, the Grantor(s) are the owner(s) of premises situate on the North side of Lancaster Avenue in the Township of LOWER MERION, County of MONTGOMERY, Commonwealth of PENNSYLVANIA, as more particularly described in a Deed dated February 25, 1985 and recorded in the Office for the Recording of Deeds, in and for the County aforesaid, in Deed Book 4761, page 32 &c.:

PARCEL: 40-00-26333-07-6

300
200

MONTGOMERY COUNTY COMMISSIONERS' REGISTRY
 40-00-26333-07-6 & MERION CBX 4761
 928 WORMSBUCKLE LA PC 3032
 INDIAN CREEK ESTATES PHASE II INC
 4 JUL 10 1134 1133 DATE 7/10/85

[Handwritten Signature]

4771 2470

010744

JUL 10 2 11 PM '85

Now, therefore, this Indenture Witnesseth: That the said Grantor(s) for and in consideration of the sum of ONE DOLLAR (\$1.00), lawful money of the United States, well and truly paid by the Grantee at and before the sealing and delivery of this Indenture, the receipt whereof is hereby acknowledged, do(es) hereby give and grant to the said Grantee, and its successors and assigns, the perpetual right, liberty, privilege and authority to locate, relocate construct, erect, install, renew, replace, add to, operate and maintain on, over, under along, across and within said premises such communication, gas and electric transmission and distribution facilities as from time to time the Grantee, its successors or assigns, shall determine are necessary or proper to supply said premises and those adjacent thereto with communication service and gas and electricity, for the service of light, heat and power (hereinafter referred to as facilities), together with the right of ingress and egress and the right to trim and keep trimmed, in a workmanlike manner, all trees, roots and branches of trees to the extent determined necessary by said grantee, its Successors and Assigns, to provide sufficient clearance for the protection of the aforesaid facilities; together with the right to attach said facilities to the buildings erected or to be erected on said premises.

The aforesaid rights are granted under and subject to the following conditions:

- (1) The location of said facilities to be installed and constructed by virtue of this agreement shall be shown and delineated on plans prepared by the Grantee, copies of which will be in the possession of the parties hereto having first been approved by them; **WHICH APPROVAL SHALL NOT BE UNREASONABLY WITHHELD;**
- (2) The final grades of all locations where the facilities are to be constructed on said premises are to be established by Grantor(s) prior to the construction of said facilities;
- (3) Grantor(s) agree(s) to establish and stake property lines as needed before said facilities are constructed;
- (4) Grantor(s) agree(s) to reimburse the Grantee for any excess cost incurred due to changes deemed feasible in the opinion of Grantee and made in facilities constructed hereunder to accommodate Grantor(s) in accordance with the then effective provisions of its tariff;
- (5) Grantor(s) agree(s) to keep the area where underground facilities are located clear of trees, tall shrubs, buildings or any other permanent structure which could, in the opinion of Grantee, interfere with the construction, maintenance or use of the said facilities as provided for under the terms of this agreement;
- (6) Grantor(s) agree(s) that the initial exercise of any of the powers and rights herein granted shall not be construed as limiting Grantee's rights and privileges hereunder;

(7) Any utility easement shown on the developer's recorded plan shall not be construed as limiting the Grantee's rights hereunder.

(8) Grantor reserves the right to approve plans as set forth in Paragraph (1) herein on all lots sold out of the herein described premises until all such facilities initially required to provide service to the premises have been installed.

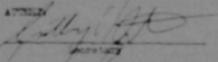
Form: AD-66-811-28-4

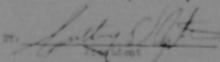
The conditions herein contained shall ensure to and bind the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the said Grantor to these presents has hereunto caused ITS common or corporate seal to be hereunto affixed, duly attested, the day and year first above written.

WITNESSES BEFORE ME: JAMES H. BROWN, JR., JAC.

ATTEST:

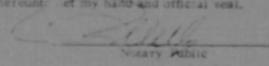

Notary Public


Grantor

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF

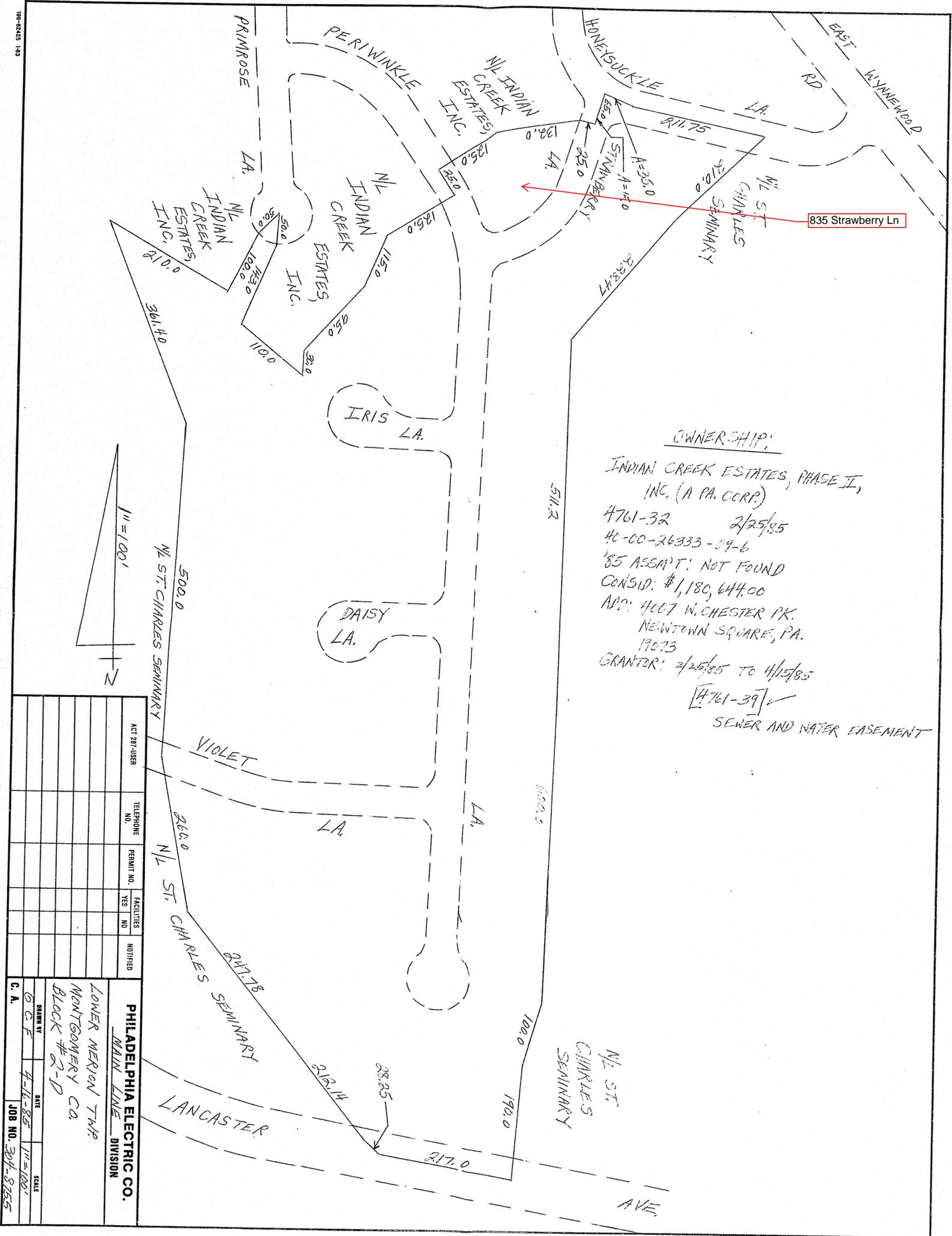
On this, the day of JUN 14 1955 A.D. before me, the undersigned officer, personally appeared who acknowledged himself to be the President of a corporation, and that he as such President, being authorized to do so executed the foregoing instrument for the purposes therein contained by signing the same of the corporation by himself as President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public

NOTARY PUBLIC
JAMES H. BROWN, JR.
100 NORTH 12TH STREET, PHILADELPHIA, PA.
NOTARY PUBLIC STATE OF PENNSYLVANIA

4771 2472



OWNERSHIP:
 INDIAN CREEK ESTATES, PHASE II,
 INC. (A PA. CORP.)
 4761-32 2/25/85
 40-00-26333-09-6
 '85 ASSM'T: NOT FOUND
 CONSID: \$1,180,644.00
 ADD: 4007 W. CHESTER PK.
 NEWTOWN SQUARE, PA.
 19073
 GRANTOR: 4/25/85 TO 4/15/85
 [4761-39] ✓
 SEWER AND WATER EASEMENT

ACT 287 USER	TELEPHONE NO.	PERMIT NO.	EXCISES YES/NO	NOTIFIED

PHILADELPHIA ELECTRIC CO.
 MAIN LINE DIVISION
 LOWER MERION TWP
 MONTGOMERY CO
 BLOCK # 2-D

DATE: 4-16-85
 SCALE: 1"=100'
 JOB NO. 304-87255

H-8311

2 3 4 5 10 4 3 2
 C B A C
 2 3 4 5 10 4 3 2

EXHIBIT 3

RECORDER OF DEEDS
MONTGOMERY COUNTY PENNSYLVANIA
Jeanne Sorg

One Montgomery Plaza
Swede and Airy Streets ~ Suite 303
P.O. Box 311 ~ Norristown, PA 19404
Office: (610) 278-3289 ~ Fax (610) 278-3869

**I hereby certify that the following is a true and correct
copy of the original document
recorded in Montgomery County, PA**



Jeanne Sorg

Jeanne Sorg, Recorder of Deeds



THIS INSTRUMENT, made this 28th day of JUNE
A.D. 1985, between INDIAN CREEK ESTATES, INC.

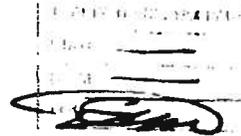
a corporation organized and existing under the laws of the COMMONWEALTH
OF PENNSYLVANIA, (hereinafter called the Grantor), of the one part,
and PHILADELPHIA ELECTRIC COMPANY, a corporation organized and existing
under the laws of the Commonwealth of Pennsylvania, (hereinafter called
the Grantee), of the other part:

1.50
3.50

WHEREAS, the Grantor(s) is the owner(s) of premises situate
on the southwest side of East Wynnwood Road in the Township of LOWER
MERRION, County of MONTGOMERY, Commonwealth of PENNSYLVANIA, as more
particularly described in Deed dated December 22, 1983, and recorded
in the Office for the Recording of Deeds in and for the County of
MONTGOMERY, aforesaid, in Deed Book 4727, page 1385 &c.,:

PARCEL NUMBERS:

- 40-00-26333-02-4 ✓
- 40-00-26333-04-2 ✓
- 40-00-26333-16-8 ✓
- 40-00-06510-00-2 ✓
- 40-00-47694-04-7 ✓
- 40-00-47694-20-9 ✓
- 40-00-47694-18-2 ✓
- 40-00-47694-16-4 ✓



REGISTERED

Total \$550
AP. 7-10-85

EX 4771-2474

010745

Jun 10 2 15 PM '85



Now, therefore, this Indenture Witnesseth: That the said Grantor(s) for and in consideration of the sum of ONE DOLLAR (\$1.00), lawful money unto // well and truly paid by the Grantee at and before the sealing and delivery of this Indenture, the receipt whereof is hereby acknowledged, do(es) hereby give and grant to the said Grantee, and its successors and assigns, the perpetual right, liberty, privilege and authority to locate, relocate, construct, erect, install, renew, replace, add to, operate and maintain on, over, under, along, across and within said premises such communication, gas and electric transmission and distribution facilities as from time to time the Grantee, its successors or assigns, shall determine are necessary or proper to supply said premises and those adjacent thereto with communication service and gas and electricity, for the service of light, heat and power (hereinafter referred to as facilities), together with the right of ingress and egress and the right to trim and keep trimmed, in a workmanlike manner, all trees, roots and branches of trees to the extent determined necessary by said grantee, its Successors and Assigns, to provide sufficient clearance for the protection of the aforesaid facilities; together with the right to attach said facilities to the buildings erected or to be erected on said premises.

The aforesaid rights are granted under and subject to the following conditions:

(1) The location of said facilities to be installed and constructed by virtue of this agreement shall be shown and delineated on plans prepared by the Grantee, copies of which will be in the possession of the parties hereto having first been approved by them;

(2) The final grades of all locations where the facilities are to be constructed on said premises are to be established by Grantor(s) prior to the construction of said facilities;

(3) Grantor(s) agree(s) to establish and stake property lines as needed before said facilities are constructed;

(4) Grantor(s) agree(s) to reimburse the Grantee for any excess cost incurred due to changes deemed feasible in the opinion of Grantee and made in facilities constructed hereunder to accommodate Grantor(s) in accordance with the then effective provisions of its tariff;

(5) Grantor(s) agree(s) to keep the area where underground facilities are located clear of trees, tall shrubs, buildings or any other permanent structure which could, in the opinion of Grantee, interfere with the construction, maintenance or use of the said facilities as provided for under the terms of this agreement;

(6) Grantor(s) agree(s) that the initial exercise of any of the powers and rights herein granted shall not be construed as limiting Grantee's rights and privileges hereunder;

4771-2475



(7) Any utility easement shown on the developers' recorded plan shall not be construed as limiting the Grantee's rights hereunder.

(8) Grantor reserves the right to approve plans as set forth in paragraph (1) herein, on all lots sold out of the hereindescribed premises until all such facilities initially required to provide service to the premises have been installed.

The conditions herein contained shall enure to and bind the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the said Grantor to these presents has hereunto caused its common or corporate seal to be hereunto affixed, duly attested, the day and year first above written.

INDIAN CREEK ESTATES, INC. (PA Corp.)

Attest:

[Signature]
Secretary

BY:

[Signature]
President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF MONTGOMERY

On this, the 21 day of JULY AD, 1985 before me,

JAMES F. LINN, the undersigned officer, personally appeared ANTHONY P. DIAGOSTINO, who acknowledged himself to be the President of INDIAN CREEK ESTATES, INC., a corporation, and that he as such President, being authorized to do so executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



[Signature]
Notary Public

JAMES F. LINN, NOTARY PUBLIC
LOWER MERION TWP., MONTGOMERY COUNTY
MY COMMISSION EXPIRES MAY 3, 1989
Member, Pennsylvania Association of Notaries

Montgomery Book 11
Recorded in the Office for Recording of Deeds & c.
in and for the County of Montgomery
No. 4771 Page 2474
Witness my hand and seal of office on this
day of July 1985
[Signature]
James F. Linn

4771-2476



EXHIBIT 4

RECORDER OF DEEDS
MONTGOMERY COUNTY PENNSYLVANIA
Jeanne Sorg

One Montgomery Plaza
Swede and Airy Streets ~ Suite 303
P.O. Box 311 ~ Norristown, PA 19404
Office: (610) 278-3289 ~ Fax (610) 278-3869

I hereby certify that the following is a true and correct
copy of the original document
recorded in Montgomery County, PA



Jeanne Sorg

Jeanne Sorg, Recorder of Deeds



C

This Indenture. made this *15* day of *Dec.*

A. D. 19*86*, between INDIAN CREEK ESTATES PHASE III, INC.

a corporation organized and existing under the laws of the

COMMONWEALTH OF PENNSYLVANIA

, (hereinafter called the Grantor), of the one part, and PHILADELPHIA ELECTRIC COMPANY, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, (hereinafter called the Grantee), of the other part:

WHEREAS, the Grantor(s) are the owner(s) of premises situate on the east side of Lancaster Avenue in the Township of Lower Merion, County of Montgomery, Commonwealth of PENNSYLVANIA, as more particularly described in a Deed dated March 4, 1986 and recorded in the aforesaid County in Deed Book 4794 page 787 &c.;

PARCEL NUMBERS:

Foxglove Lane-
40-00-18697-44-2 ✓

- 42-4
- 40-6
- 00-1
- 02-8
- 04-6
- 06-4
- 08-2
- 10-9
- 12-7
- 14-5
- 16-3
- 18-1
- 20-8
- 22-6
- 24-4
- 26-2
- 28-9
- 30-7
- 32-5
- 34-3
- 36-1
- 38-8

Bowman Avenue-
40-00-06511-80-2

- 82-9
- 84-7
- 86-5
- 88-3

Mayflower Lane-
40-00-35785-00-4

- 02-2
- 04-9
- 06-7
- 08-5
- 10-3

ORIGINAL(OUT OF)-
40-00-63660-10-1

30.00
19.00

REGISTERED
TOTAL: 19.00
12-23-86
21.

REALTY TRANS. TAX PAID
STATE _____
LOCAL _____

074555
1986 DEC 23 PM 1:06

BNP 4823-2038



EXHIBIT 5









