

# Morgan Lewis

**Kenneth M. Kulak**

Partner

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November 13, 2025

## VIA ELECTRONIC FILING

Matthew Homsher, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, 2<sup>nd</sup> Floor North  
Harrisburg, PA 17120

**Re: Petition of PECO Energy Company for a Finding of Necessity Pursuant to 53 P.S. § 10619 that the Situation of a Control Building Associated with the Forge Springs Substation in Upper Merion Township, Montgomery County, Is Reasonably Necessary for the Convenience and Welfare of the Public**  
**Docket No. P-2025-3057330**


Dear Secretary Homsher:

Enclosed for filing in the above-captioned proceeding are PECO Energy Company's Responses to the Data Requests of the Bureau of Technical Utility Services, Question Nos. A-5 to A-8.

As indicated on the enclosed Certificate of Service, copies have been served upon all parties of record.

If you have any questions, please call me directly at 215.963.5384.

Very truly yours,



KMK/ap

Enclosure

c: Per Certificate of Service (w/encls.)

**Morgan, Lewis & Bockius LLP**

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Philadelphia, PA 19103  
United States

**T** +1.215.963.5000  
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**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

**Petition of PECO Energy Company for a :  
Finding of Necessity Pursuant to 53 P.S. § :  
10619 that the Situation of a Control :  
Building Associated with the Forge Springs :                   Docket No. P-2025-3057330  
Substation in Upper Merion Township, :  
Montgomery County, Is Reasonably :  
Necessary for the Convenience and Welfare :  
of the Public :**

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**RESPONSE OF PECO ENERGY COMPANY  
TO DATA REQUESTS OF THE BUREAU OF TECHNICAL UTILITY SERVICES**

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**TUS-A-5:**

Reference the Petition, paragraph 8. Please provide a copy of the Agreement in Lieu of Zoning, SALDO, and Subdivision Application/Approval dated March 13, 2025.

**RESPONSE:**

PECO is providing the agreement as Attachment TUS-A-5.

**TUS-A-6:**

Reference the Petition, Paragraph 9. Please explain what impact, if any, the control building to be constructed at the Forge Springs Substation will have on the natural environment, including on: (a) air quality, (b) water quality, (c) noise, and (d) any other environment-related area relevant to the construction of the control building.

**RESPONSE:**

As PECO stated in paragraph 9 of the Petition:

“PECO has identified no adverse impacts to the environment due to the control equipment enclosure with lavatory or any environmental requirements for the enclosure that require a determination by a Commonwealth agency.”

The control equipment enclosure with lavatory will not adversely impact air quality because it will not contain a combustion source. As in PECO’s other substations, the control equipment enclosure will contain batteries to provide backup support in the event of loss of power. These batteries will emit small amounts of hydrogen over time at

Matthew Homsher, Secretary  
November 13, 2025  
Page 2

minimal levels below Pennsylvania Department of Environmental Protection reporting requirements consistent with typical battery emissions. The batteries will not create emissions other than hydrogen. The control equipment enclosure will include a fan to periodically vent the hydrogen from the batteries outside the enclosure.

The control equipment enclosure with lavatory will also not adversely impact water quality because the only discharges from the enclosure will be due to the lavatory which will be connected to the municipal sewer system.

The control equipment enclosure with lavatory will not produce adverse noise impacts as it will not contain equipment producing material levels of noise. The only noises that may be generated from the enclosure, such as from HVAC equipment, will not be significant and will be at low levels consistent with Upper Merion Township ordinance requirements.

Finally, the control equipment enclosure with lavatory will not lead to any other adverse environmental impacts. PECO notes that tree clearing is required to construct the entire substation. However, PECO does not anticipate adverse impacts to occur due to tree clearing and will comply with any required mitigation requirements from the United States Fish and Wildlife Service (“USFWS”).

**TUS-A-7:**

Reference the Petition, Paragraph 9. To the extent the control building to be constructed at the Forge Springs Substation will adversely impact the natural environment, please explain what measures, if any, PECO has taken or intends to take to mitigate that impact.

**RESPONSE:**

As stated in response to TUS-A-6, the control equipment enclosure with lavatory will not adversely impact the natural environment. PECO is currently coordinating with USFWS for potential requirements to mitigate adverse impacts, if any, related to tree clearing required for construction of the entire substation. Specifically, USFWS identified a bat habitat hibernaculum within five miles of the Forge Springs Substation and indicated that a November 16 to March 31 time of year restriction will likely be required for tree clearing. PECO will comply with USFWS requirements.

In addition, as described in the Letter of Notification in Docket No. A-2025-3057320 at paragraph 28, PECO submitted an application for a National Pollutant Discharge Elimination System Individual Permit for discharges of stormwater associated with construction activities to the Montgomery County Conservation District for the entire substation that provides erosion and sediment pollution control best management practices and post construction stormwater management best management practices that comply

Matthew Homsher, Secretary  
November 13, 2025  
Page 3

with township, county and Pennsylvania Department of Environmental Protection requirements.

**TUS-A-8:**

Reference the Petition, Paragraph 10. Please explain whether any approvals are needed from any other state agencies or any federal agencies related to the environmental impact of the control building to be constructed at the Forge Springs Substation. If so, please state whether such approvals have been obtained and if so, when such approvals were obtained. If necessary approvals have not yet been obtained, please explain why and when they will be obtained.

**RESPONSE:**

Please see the response to TUS-A-6. PECO has identified no adverse environmental impacts from the control equipment enclosure with lavatory. In addition, please see the response to TUS-A-7. PECO is currently coordinating with USFWS and has not received an expected completion date for USFWS's review. PECO will provide the results of USFWS's review after USFWS has provided PECO with its results. No additional coordination with state or federal agencies related to potential environmental impacts is required due to the control equipment enclosure with lavatory.

# **ATTACHMENT TUS-A-5**

**AGREEMENT IN LIEU OF ZONING, SALDO and SUBDIVISION  
APPLICATION/APPROVALS**

THIS AGREEMENT is made this 13 day of MARCH, 2025 (“**Agreement**”) by and between PECO ENERGY COMPANY, a Pennsylvania public utility corporation pursuant to 66 Pa. C.S.A. 102 with an address of 2301 Market Street, Philadelphia, PA 19103 (“**PECO**”) and UPPER MERION TOWNSHIP, a political subdivision of the Commonwealth of Pennsylvania with an address of 175 West Valley Forge Road, King of Prussia, PA 19406 and its successors (“**Township**”).

**WITNESSETH:**

**WHEREAS**, PECO is the owner in fee of four (4) unconsolidated Tax Parcel Numbers 58-00-19333-30-2 (Unit 31); 58-00-19333-35-5 (Unit 84); 58-00-19333-34-6 (Unit 85); and 58-00-15998-00-9 (Unit 90) constituting 35.657 acres of land known as 450 East Valley Forge Road (hereinafter collectively called the “**Property**”) as shown on **Exhibit A** attached hereto and made a part hereof;

**WHEREAS**, as part of construction of PECO’s electric substation at the Property, PECO proposes the following: (i) consolidation of the four (4) tax parcels constituting the Property and the Facilities (as hereinafter defined); and (ii) confirmation of the existing and future use of the Property is legally permissible pursuant to the Public Utility Code exemption and therefor the zoning ordinance, subdivision and land development ordinance and applicable construction/building codes (collectively, the “**Township Ordinances**”)

**WHEREAS**, PECO maintains fee ownership of the Property for public utility purposes as public utility facilities for the construction of a substation (“**Substation**”) and the construction of facilities for the transmission and distribution of electricity and related improvements; gas pipeline adjustment; and for any other purpose pursuant to the public utility laws of the Commonwealth of Pennsylvania and as permitted by the Public Utility Commission (“**Utility Property**”);

**WHEREAS**, the Pennsylvania Public Utility Code, 66 Pa.C.S.A 101 *et seq.* (“**Public Utility Code**”) and case law (*Duquesne Light Co. v. Upper St. Clair TP*, 105 A.2d 287, 292-3 (Pa. 1954 and *PPL Electric Utilities Corp. v. City of Lancaster*, 214 A.2d 639 (Pa. 2019), preempts municipalities’ from regulating a public utility pursuant to Township Ordinances and 34 Pa. Code §403.42(a-e) provides: a permit is not required for the installation, alteration or repair of generation, transmission, distribution, metering or other related equipment under the ownership and control of public service agencies;

**WHEREAS**, PECO intends to construct and install “**Facilities**” (meaning all the plant and equipment of a public utility, including all tangible and intangible real and personal property without limitation, and any and all means and instrumentalities in any manner owned, operated, leased, licensed, used, controlled, furnished, or supplied for, by, or in connection with, the business

of any public utility. 66 Pa.C.S.A. §102) on the Utility Property and one (1) proposed equipment enclosure containing a lavatory (“**Enclosure**”);

**WHEREAS**, the Township’s Zoning Ordinance Section § 165-200 provides: “This chapter shall not apply to any existing or proposed building or extension thereof or to any land used or to be used by a public utility corporation if, upon petition of the corporation, the Public Utility Commission shall, after PUC public hearing, decide that the present or proposed situation or use of the building or land in question is reasonably necessary for the convenience or welfare of the public.” UMZC, § 165-200;

**WHEREAS**, as a result of the Enclosure, PECO has filed with the Pennsylvania Public Utility Commission, a Section 10619 Application (53 Pa. Stat.10619) for the Enclosure in accordance with the Public Utility Code (“**PUC Application**”);

**WHEREAS**, in recognition of PECO’s status as a Pennsylvania public utility, the Public Utility Code, and Pennsylvania case law, the parties have agreed to this Agreement in lieu of challenging the same and for the purpose of resolving any disputes regarding PECO’s need for approval under the Township Ordinances, the Township and PECO have agreed to the matters hereinafter set forth in this Agreement;

**WHEREAS**, this Agreement is based on the specific facts of this matter, and this Agreement shall not be applicable to or effect any future determinations by the Township regarding any other properties, parties or circumstances, or any other requirements of the Township; and

**WHEREAS**, PECO has deposited with the Township such security to the satisfaction of the Township Engineer to guarantee to the Township payment on any review of the matters hereinafter set forth in this Agreement; and

**WHEREAS**, PECO has previously held an open house for the surrounding public as to matters related to the construction of the Substation and where PECO provided visual representations of what residents would see of the Facilities from vantage points inside the two residential developments closest to the Property.

**NOW, THEREFORE**, for and in consideration of the foregoing and subject to the conditions aforesaid and hereinafter, and intending to be legally bound hereby, the parties hereto do agree as follows:

1. PECO covenants and agrees to submit to the Township for informational purposes only an abbreviated Site Plan (“**Site Plan**”) for the consolidation of the parcels constituting the Property, notwithstanding that the Utility Property is totally exempt from Township Ordinances by PUC law governing Utility Facilities. The Site Plan shall show boundaries and front, side and rear yards setbacks, height of the Substation, fencing, and landscaping/screening, if any. Utility Facilities shall be enclosed if required by the professional standards governing public utilities and best practices for maintaining and operating the same. PECO covenants and agrees to pursue obtaining relief for the Enclosure pursuant to the PUC Application.

2. The Township covenants and agrees that, upon review of the Plan and supporting documentation by the Township Board of Supervisors, Township staff and consultants that pursuant to the PUC Application, no approval, special exception or variance of the Township Ordinances shall be required by the Township. Notwithstanding that no approval of the Site Plan is required by the Township Ordinances as a result of this Agreement, if the Township Supervisors, its committees and commissions, require the Site Plan to be recorded, they shall execute the Site Plan in a manner with which the Township or PECO may promptly record the Site Plan with the Montgomery County Recorder of Deeds.

3. PECO agrees to provide additional updates as to matters related to the construction of the Substation to the Township and the residents and would consider an additional public meeting, if significant issues arose in the future.

4. PECO agrees to fund an account with the Township in the amount of Five Thousand (\$5,000.00) Dollars in order to pay for/reimburse the Township for the commercially fees in accordance with the fee schedule currently in effect of the Township Engineer and Solicitor. PECO shall pay any costs associated with recording of any plans.

5. The Township confirms that PECO shall not be required to obtain any construction/building permits pursuant to the Township Ordinances related to the work on the Utility Property.

6. Notwithstanding anything in this Agreement to the contrary, PECO shall comply with the Township Ordinances as to the following matters: NPDES, Floodplain, Storm Water Management, Grading, Soil and Erosion, demolition, PennDOT highway occupancy permit, and, if any, water/sewer connections.

7. The Township, directly and/or indirectly, shall not file any opposition to the PUC Application and will not issue any public or private statements in opposition to the PUC Application.

8. In the event that PECO violates any provisions of this Agreement, the Township reserves the right to exercise such rights and remedies as may be available to Township in law or equity and to issue Enforcement Notices or Cease and Desist or other appropriate Orders and PECO hereby agrees to comply therewith until such time as any deficiencies or violations have been corrected to the reasonable satisfaction of the Township.

9. PECO is not and shall not be considered to be an agent of the Township nor a joint venturer with the Township, and shall not represent to the contrary at any time.

10. This Agreement may not be assigned, conveyed, transferred or sold by PECO to any successor in title without the consent of the Township, which consent shall not be unreasonably withheld.

11. This Agreement represents the entire Agreement between the parties and may not be changed, modified or altered unless in writing and executed by the parties hereto with the same formality as this Agreement.

12. This Agreement shall be construed under the laws of the Commonwealth of Pennsylvania.

13. No change, amendment, or modification of this Agreement shall be valid or binding upon the Parties hereto unless such change, amendment, or modification is in writing and duly executed by all Parties. E-mails or any other electronic exchange shall not constitute a "writing" for the purposes of amending this Agreement.

14. If any term, condition, clause or provisions of this Agreement shall be determined or declared to be void or invalid in law or otherwise, then only that term, condition, clause or provision shall be stricken from this Agreement and in all other respects this Agreement shall be valid and continue in full force and effect.

15. Any failure of the Parties to this Agreement to enforce any of the provisions of this Agreement or to require compliance with any of its terms at any time during the pendency of this Agreement shall in no way affect the validity of this Agreement, or any part hereof, and shall not be deemed a waiver of the right of Parties thereafter to enforce any and each such provisions.

16. This Agreement shall extend to and bind the parties hereto, their heirs, executors, administrators, successors and assigns and the provisions hereof shall be deemed covenants running with the land; provided however, that the waivers set forth herein shall not apply to any subsequent owner or applicant of the Property, or any part thereof, for any work or activities to be undertaken by the subsequent owner or applicant.

17. Except as exempted by this Agreement, PECO shall conduct all of its operations and activities in accordance with all applicable local, state and federal laws, rules and regulations.

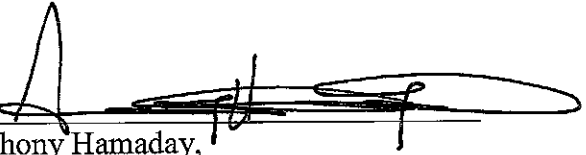
18. In the event litigation arises with respect to the enforcement of this Agreement, the Parties agree that the United States District Court for the Eastern District of Pennsylvania and the Court of Common Pleas of Montgomery County, Pennsylvania, shall be the only two courts having jurisdiction to hear such matters.

19. This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

*[Remainder of page left intentionally blank]*

**IN WITNESS WHEREOF**, the parties hereto, intending to be legally bound hereby, have set their hand and seal on the day and year first written above.

UPPER MERION TOWNSHIP

By:   
Anthony Hamaday,  
Township Manager

Date: 3/13/25

PECO ENERGY COMPANY,  
a Pennsylvania corporation

By: \_\_\_\_\_  
Name: Joseph E. Hoffman

Title: Senior Manager, Real Estate &  
Facilities

Date: \_\_\_\_\_

**IN WITNESS WHEREOF**, the parties hereto, intending to be legally bound hereby, have set their hand and seal on the day and year first written above.

UPPER MERION TOWNSHIP

By: \_\_\_\_\_

Name: Anthony Hamaday,

Title: Township Manager

Date: \_\_\_\_\_

PECO ENERGY COMPANY,  
a Pennsylvania corporation

By:  \_\_\_\_\_

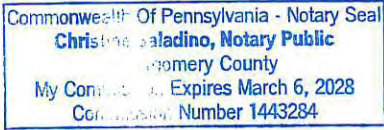
Name: Joseph E. Hoffman

Title: Senior Manager, Real Estate &  
Facilities

Date: 3.18.2025

COMMONWEALTH OF PENNSYLVANIA :  
 : SS  
COUNTY OF Montgomery :

This record was acknowledged before me on March 13, 2025, by Anthony Hamaday, as the Township Manager, who represents that he is authorized to act on behalf of UPPER MERION TOWNSHIP.



Christine Saladino  
Notary Public

My commission expires:

MARCH 6, 2028

COMMONWEALTH OF PENNSYLVANIA :  
 : SS  
COUNTY OF PHILADELPHIA :

This record was acknowledged before me on \_\_\_\_\_, by Joseph E. Hoffman, as Senior Manager, Real Estate & Facilities, PECO Energy Company, who represents that he/she is authorized to act on behalf of PECO Energy Company.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_

COMMONWEALTH OF PENNSYLVANIA :  
: SS  
COUNTY OF \_\_\_\_\_ :


This record was acknowledged before me on \_\_\_\_\_, by Anthony Hamaday, as the Township Manager, who represents that he is authorized to act on behalf of UPPER MERION TOWNSHIP.

\_\_\_\_\_  
Notary Public  
My commission expires:  
\_\_\_\_\_


COMMONWEALTH OF PENNSYLVANIA :  
: SS  
COUNTY OF PHILADELPHIA :

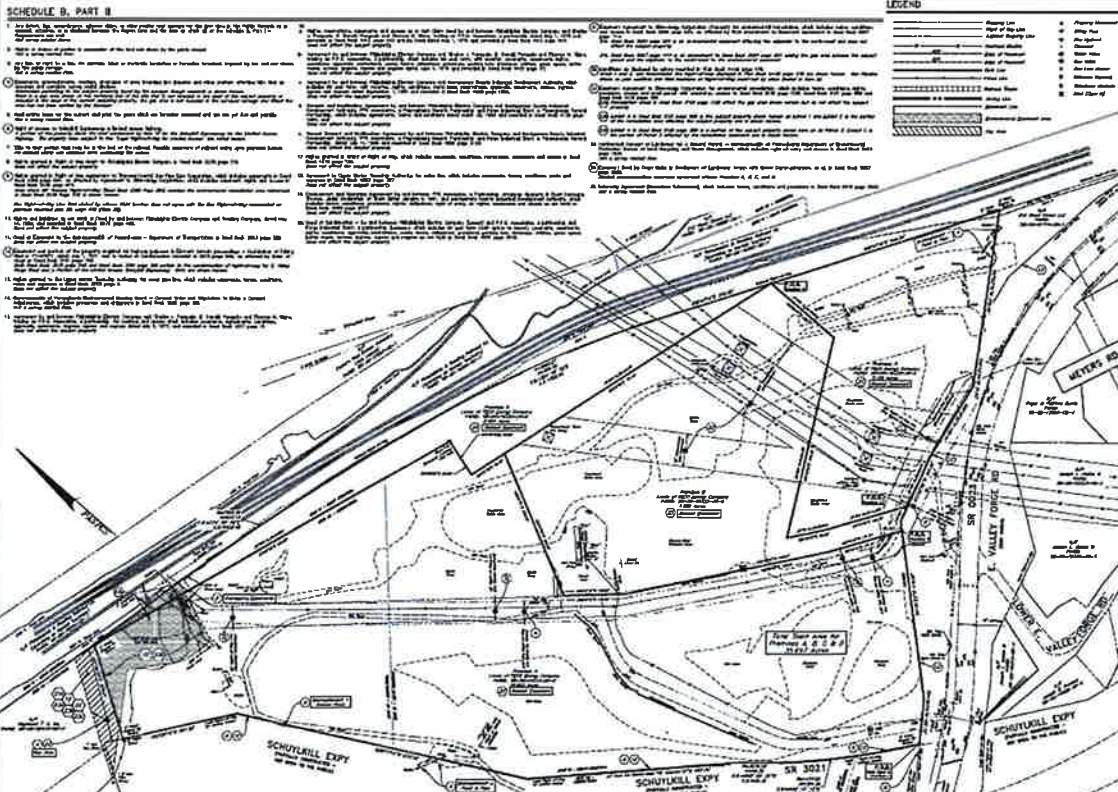
This record was acknowledged before me on MARCH 18 2025, by Joseph E. Hoffman, as Senior Manager, Real Estate & Facilities, PECO Energy Company, who represents that he/she is authorized to act on behalf of PECO Energy Company.

Commonwealth of Pennsylvania - Notary Seal  
James Moylan, Notary Public  
Philadelphia County  
My commission expires January 6, 2028  
Commission number 1295479  
Member, Pennsylvania Association of Notaries

  
\_\_\_\_\_  
Notary Public  
My commission expires:  
1/6/2028  
\_\_\_\_\_

# Exhibit "A"

<p><b>GENERAL NOTES</b></p> <ol style="list-style-type: none"> <li>1. ALL DIMENSIONS ARE GIVEN UNLESS OTHERWISE NOTED.</li> <li>2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.</li> <li>3. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.</li> <li>4. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.</li> <li>5. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.</li> </ol> <p><b>REFERENCES</b></p> <ol style="list-style-type: none"> <li>1. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.</li> <li>2. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.</li> <li>3. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.</li> <li>4. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.</li> <li>5. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.</li> </ol> <p><b>PA ONE CALL</b></p> <p>CALL BEFORE YOU DIG 1-800-343-1778</p> <p><b>ATLA / MSPS CERTIFICATION</b></p> <p><i>[Signature]</i> DATE: 07/20/2011</p>	<p><b>RECORD LEGAL DESCRIPTION</b></p> <p>THE FOLLOWING IS A TRUE AND CORRECT COPY OF THE RECORD LEGAL DESCRIPTION FOR THE PROPERTY SHOWN ON THIS PLAN:</p> <p>...</p>	<p><b>AS-SURVEYED LEGAL DESCRIPTION</b></p> <p>THE FOLLOWING IS A TRUE AND CORRECT COPY OF THE AS-SURVEYED LEGAL DESCRIPTION FOR THE PROPERTY SHOWN ON THIS PLAN:</p> <p>...</p>	<p><b>LOCATION MAP</b></p>  <p><b>PROPERTY DATA</b></p> <p>...</p> <p><b>AREA TABLE</b></p> <table border="1"> <tr> <th>AREA</th> <th>AREA (SQ. FT.)</th> <th>AREA (ACRES)</th> </tr> <tr> <td>...</td> <td>...</td> <td>...</td> </tr> </table> <p><b>ZONING AREA</b></p> <p>...</p>	AREA	AREA (SQ. FT.)	AREA (ACRES)	...	...	...
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...	...	...							

<p><b>SCHEDULE B, PART B</b></p> <ol style="list-style-type: none"> <li>1. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.</li> <li>2. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.</li> <li>3. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.</li> <li>4. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.</li> <li>5. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.</li> </ol>	<p><b>LEGEND</b></p> <table border="1"> <tr> <td>...</td> <td>...</td> </tr> <tr> <td>...</td> <td>...</td> </tr> <tr> <td>...</td> <td>...</td> </tr> </table>	...	...	...	...	...	...	
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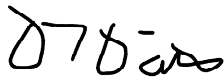
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in Upper Merion Township, Montgomery :  
County, Is Reasonably Necessary for the :  
Convenience and Welfare of the Public :**

**VERIFICATION**

I, Drew T. Davis, hereby state the facts above set forth 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).

DATE: 11/12/2025

  
\_\_\_\_\_  
Drew T. Davis  
Vice President, Transmission and Substation

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

**Petition of PECO Energy Company for a :  
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in Upper Merion Township, Montgomery :  
County, Is Reasonably Necessary for the :  
Convenience and Welfare of the Public :**

**CERTIFICATE OF SERVICE**

I hereby certify and affirm that I have this day served a copy of the **Responses of PECO Energy Company to Data Requests of the Bureau of Technical Utility Services** on the following persons in the manner specified in accordance with the requirements of 52 Pa. Code § 1.54:

**VIA ELECTRONIC MAIL**

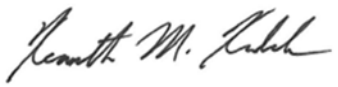
Darryl A. Lawrence  
Office of Consumer Advocate  
555 Walnut Street  
Forum Place – 5th Floor  
Harrisburg, PA 17101-1921  
[dlawrence@paoca.org](mailto:dlawrence@paoca.org)

Allison C. Kaster  
Bureau of Investigation and Enforcement  
PA Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, 2nd Floor West  
Harrisburg, PA 17120  
[akaster@pa.gov](mailto:akaster@pa.gov)

Jordan Van Order  
Bureau of Technical Utility Services  
PA Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, 2nd Floor West  
Harrisburg, PA 17120  
[jvanorder@pa.gov](mailto:jvanorder@pa.gov)

NazAarah Sabree  
Commonwealth of Pennsylvania  
Office of Small Business Advocate  
Forum Place  
555 Walnut Street, 1st Floor  
Harrisburg, PA 17101  
[ra-sba@pa.gov](mailto:ra-sba@pa.gov)

Dated: November 13, 2025

  
\_\_\_\_\_  
Kenneth M. Kulak  
Morgan, Lewis & Bockius LLP  
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Philadelphia, PA 19103-2921  
(215) 963-5384  
[ken.kulak@morganlewis.com](mailto:ken.kulak@morganlewis.com)