

From: [Christopher J. Strom](#)
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Subject: 3101 Passyunk Ave - Continuance Request
Date: Wednesday, February 1, 2023 12:04:01 PM
Attachments: [image393216.png](#)
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Importance: High

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Kim and Jon,

Per our prior correspondence, we would like to request a 3-month continuance of our nomination hearing scheduled for February 10, 2023.

To date the Commonwealth Court still has not issued its opinion in the Marple Township v. PECO litigation. Given the prior decisions in the case we expect the Commonwealth Court to rule in favor of PECO and hold that the PUC has exclusive authority to regulate utility properties/operations.

We will continue to check the docket for the Court's decision and will let you know when the same is issued.

If you have any questions or if the Commission needs clarification please let me know and I or a colleague will call into the hearing.

Thank you.



Christopher J. Strom

Member

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