

# BLANKROME

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May 7, 2026

## **VIA EFILE**

Matthew L. Homsher, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, Second Floor  
Harrisburg, PA 17120

**Re: Borough of Swarthmore v. PECO Energy Company**  
**Docket No. C-2023-3037736**  
**Consolidated Docket No. C-2022-3036906**  
**Request to Close Docket**

Dear Secretary Homsher:

We represent PECO Energy Company (“PECO”) in connection with the above-referenced consolidated proceeding. We write to respectfully request that the above-referenced docket, C-2022-3036906, which has been listed as “Reopened” since September 20, 2023, be marked by the Commission as closed. As set forth below, all matters consolidated under this docket have been fully resolved, and there are no outstanding issues warranting the docket to remain open.

As brief background, in late 2022 and early 2023, a series of related formal complaints were filed against PECO by the Borough of Swarthmore and several Swarthmore residents related to PECO’s work in Swarthmore. Those matters were consolidated for mediation, litigation, and resolution under Primary Docket Number C-2022-3036906.

Each of the formal complaints consolidated under C-2022-3036906 were subsequently resolved and PECO filed corresponding Certificates of Satisfaction. Specific to the Borough of Swarthmore’s formal complaint, on August 14, 2023, the Borough of Swarthmore and PECO entered into a settlement agreement to resolve the Borough’s formal complaint at Docket No. C-2023-3037736 (the “Settlement Agreement”). On August 16, 2023, pursuant Section 507 of the Public Utility Code, 66 Pa. C.S. § 507, PECO filed the Settlement Agreement with the Commission. A copy of the Settlement Agreement is attached hereto as Exhibit A. On September 26, 2023, Administrative Law Judge Brady issued an Order Referring the Settlement for Commission Review. A copy of the Order is attached hereto as Exhibit B. The Settlement Agreement was filed with the Commission at Docket No. U-2023-3042290, and on September 29, 2023, the Commission issued a Certificate of Filing pursuant to Section 507 of the Public Utility Code, 66 Pa. C.S. § 507, signifying the Commission’s approval of the agreement. A copy of the Certificate of Filing is attached hereto as Exhibit C.

Thereafter, on October 17, 2023, PECO filed a Certificate of Satisfaction pursuant to 52 Pa. Code § 5.24(b), certifying that the matters at Docket No. C-2023-3037736 and Consolidated Docket No. C-2022-3036906 had been resolved. No objection to the Certificate of Satisfaction was filed by the Borough of Swarthmore or any other party. A copy of the Certificate of Satisfaction is attached hereto as Exhibit D.

Separately, on or about March 2024, a new formal complaint was filed at Docket No. C-2024-3048812. Although unrelated to the formal complaints previously consolidated at C-2022-3036906, this complaint also concerned vegetation management work associated with PECO's work in Swarthmore. On May 8, 2024, PECO filed a letter with the Commission requesting mediation and advising the Commission that the new complaint related to the same vegetation management work as the matters consolidated at C-2022-3036906. The matter at Docket No. C-2024-3048812 was subsequently resolved, and a Certificate of Satisfaction was filed on July 17, 2024. Copies of the mediation request letter and Certificate of Satisfaction for C-2024-3048812 are attached hereto as Exhibits E and F, respectively.

In light of the foregoing, the Settlement Agreement between PECO and the Borough of Swarthmore to resolve Docket No. C-2023-3037736 as part of the Consolidated Docket No. C-2022-3036906 has been approved by the Commission, a Certificate of Satisfaction was filed without objection, and all related complaints consolidated at Docket No. C-2022-3036906—including the subsequent complaint at Docket No. C-2024-3048812—have been resolved. There are no outstanding issues remaining in any of these proceedings. Accordingly, PECO respectfully requests that the Commission update the status of Docket No. C-2022-3036906 from reopened to closed.

Copies of the relevant filings are attached hereto as exhibits for the Commission's convenience.

If additional information is needed about this matter, please contact me via email or at my direct-dial number above. Thank you for your attention to this request.

Very truly yours,

/s/ Stephen C. Zumbrun

Stephen C. Zumbrun, Esq.

Enclosures

cc: Teri-Lee Rhoades, Mediator, Office of Administrative Law Judge (via email)  
Robert Scott, Counsel for Borough of Swarthmore (via email)

# EXHIBIT A

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August 16, 2023

## **VIA EFILE**

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, Second Floor  
Harrisburg, PA 17120

### **Re: Settlement Agreement Between PECO Energy Company and Borough of Swarthmore**

Dear Ms. Chiavetta:

At a meeting held on August 14, 2023, the Council of the Borough of Swarthmore (the “Borough”) voted to approve a Settlement Agreement between the Borough and PECO Energy Company (“PECO”). Inasmuch as the Settlement Agreement is an agreement between a public utility, PECO, and a municipal corporation, the Borough of Swarthmore, Section 507 of the Public Utility Code, 66 Pa. C.S. § 507, requires that the Settlement Agreement be filed with the Public Utility Commission (the “Commission”) in order to be legally valid and binding.

The Settlement Agreement resolves issues raised in a Formal Complaint filed by the Borough at Docket No. C-2023-3037736 related to PECO’s Reliability & Resiliency Plan, which includes planned vegetation and construction work within the Borough to retire the existing Morton Substation and upgrade the distribution system from 4kV to 13kV. The Borough and PECO held a series of settlement discussions both independently and facilitated by Commission Mediator Teri-Lee Rhoades. On June 6, 2023, the Honorable Chief Administrative Law Judge Charles E. Rainey, Jr. issued an Interim Order Setting Resolution Conference directing the parties to resolve the matter.

The Borough and PECO negotiated and agreed to the terms of the Settlement Agreement, which resolves the Borough’s concerns related to tree removal, tree replacement, excavation, stormwater and utility pole removal, and the Borough has agreed to permit PECO to file a Certificate of Satisfaction in Docket No. C-2023-3037736 as more fully described in the Settlement Agreement attached hereto as Exhibit “A”. The Settlement Agreement has now been executed by the Borough and PECO. As required by Section 507 of the Public Utility Code, PECO hereby files the Settlement Agreement with the Commission.

# BLANKROME

August 16, 2023

Page 2

If additional information is needed about this matter, please contact me via email or at my direct-dial number above. Thank you.

Very truly yours,

/s/ Christopher A. Lewis \_\_\_\_\_

Christopher A. Lewis, Esq.

Enclosure

cc: Teri-Lee Rhoades, Esq., Pennsylvania Public Utility Commission Mediator (via email)  
Robert Scott, Esq., Solicitor of the Borough of Swarthmore (via email)

# **Exhibit A**

## SETTLEMENT AGREEMENT

This Settlement Agreement (the “Agreement”) is entered into this 14<sup>th</sup> day of August, 2023 by and between the Borough of Swarthmore (the “Borough”) and PECO Energy Company (“PECO”) (collectively, the “Parties”).

### RECITALS

WHEREAS, on January 20, 2023, the Borough filed a Formal Complaint against PECO before the Pennsylvania Public Utility Commission (the “Commission” or “PUC”), docketed at No. C-2023-3037736, alleging, *inter alia*, that PECO is legally obligated to comply with certain municipal ordinances in connection with utility work planned in the Borough (the “Formal Complaint”); and

WHEREAS, on February 14, 2023, PECO filed an Answer and New Matter to the Formal Complaint, asserting, *inter alia*, that local municipalities lack the authority to regulate the design, location, or construction of public utility facilities, citing *PPL Elec. Utilities Corp.*, 214 A.3d at 659-60 (Pa. 2019) and *PECO Energy Co. v. Twp. of Upper Dublin*, 922 A.2d 996, 1004-05 (Pa. Comm. 2007); and

WHEREAS, on March 6, 2023, the Borough filed a Reply to the New Matter disputing PECO’s contentions; and

WHEREAS, the Parties submitted their dispute to mediation pursuant to the Commission’s mediation procedures; and

WHEREAS, the Parties have reached a full and final settlement of the dispute and now wish to memorialize their agreement;

**NOW THEREFORE**, in consideration of the foregoing and the mutual agreements set forth herein, and for other good and valuable consideration, the adequacy of which is acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. **DEFINITIONS.** For the purposes of this Agreement, each of the following terms shall have the following respective meanings:

- a. “Project” means the vegetation and construction work PECO intends to perform in the Borough as part of PECO’s Reliability & Resiliency Plan. The Project will strengthen the electrical infrastructure used to serve PECO’s customers in order to better withstand more frequent and damaging storms, deliver enhanced reliability for PECO’s customers by reducing the frequency of outages and the duration of those that cannot be prevented, and support the adoption of clean energy resources, like solar power and electric vehicles.
- b. “Excavation Ordinance” means Chapter 1026 of the Codified Ordinances of the Borough of Swarthmore.
- c. “Tree Ordinance” means Chapter 266 of the Codified Ordinances of the Borough of Swarthmore, including Section 266.07 (pertaining to the caring for street trees) and Section 266.08 (pertaining to the replacement of street trees).
- d. “Stormwater Management Ordinance” means Chapter 1459 of the Codified Ordinances of the Borough of Swarthmore.
- e. “Street Trees” means trees that are located within the right-of-way lines of the Borough that PECO intends to remove as part of the Project. PECO has informed the Borough that it currently intends to remove approximately 80 Street Trees. The Borough acknowledges and understands that the final number of Street Trees to be removed by PECO may change due to field conditions encountered during the implementation of the Project, which tree removals will be determined by PECO’s vegetation management group in its sole discretion.
- f. “Private Trees” means trees that are not located within the right-of-way lines of the Borough. PECO has informed the Borough that, in addition to the Street Trees, PECO currently intends to remove approximately 44 Private Trees in the Borough. The final number of Private Trees to be removed by PECO may change and will be determined by PECO’s vegetation management group in its sole discretion.
- g. “Replacement Street Trees” means bare-root trees, with a caliper of 1.5” – 2”, that will be selected and provided by the Pennsylvania Horticultural Society (“PHS”) pursuant to the PHS’s partnership with PECO.
- h. “Replacement Private Trees” will be containerized trees provided by PHS.
- i. “Replacement Tree Timeframe” means either the spring or fall planting season following PECO’s completion of vegetation work, tree removal, and other construction activities related to the Project that PECO’s Project team determines, at its sole discretion, would damage or otherwise jeopardize any Replacement Street Trees or Replacement Private Trees, or otherwise interfere with PECO’s work for the Project. PECO estimates that, assuming a Project start timeframe of September 2023, vegetation work, tree removal, and other construction activities for the Project

that may damage or otherwise jeopardize the Replacement Street Trees, Replacement Private Trees, or otherwise interfere with PECO's work for the Project will be completed by the end of the fourth quarter of 2024. Accordingly, the following optimal planting season is estimated to be spring 2025. The Parties acknowledge and agree that the estimated timeframe within this definition is only an estimate and may be subject to further change depending on any number of factors, including but not limited to, permitting complications, field conditions, supply chain constraints, labor shortages, or other issues.

2. **LIST OF STREET TREES.** Within two (2) business days after the Borough executes and delivers to PECO this Agreement, PECO will submit to the Borough a list of all Street Trees. The list will identify each Street Tree by: (1) property address; (2) species; and (3) caliper.

3. **REPLACEMENT STREET TREES.** PECO will provide the Borough with a Replacement Street Tree for each Street Tree removed as a result of the Project during the Replacement Tree Timeframe. PECO shall provide the Borough with a menu of at least five (5) native species of trees deemed suitable for planting under utility lines by PHS, and the Borough shall elect the exact number of each species to be provided from such menu.

4. **PLANTING OF REPLACEMENT STREET TREES AND STORMWATER MANAGEMENT.** PECO agrees to pay the Borough \$40,000 as compensation for the Borough's cost of planting the Replacement Street Trees and as a contribution to the Borough's anticipated stormwater management project at Henderson field, which the Borough has informed PECO is a project that the Borough has applied to the Commonwealth of Pennsylvania for a grant to support the funding of this project. PECO shall make the above payment no later than sixty (60) days following the Commission's approval of this Agreement or PECO's receipt of an IRS Form W-9 from the Borough, whichever is later. PECO will also provide the Borough a full copy of its Chapter 105 Permit Application to the Pennsylvania Department of Environmental Protection and Delaware County Conservation District.

5. **REPLACEMENT PRIVATE TREES.** The Borough acknowledges that PECO has agreed that PECO will make Replacement Private Trees available to the Borough's residents for each Private Tree removed as a result of the Project. The Replacement Private Trees will be made available first to those Borough residents who have had Private Trees removed from their properties from a menu of at least five (5) native species of trees, then to other Borough residents on a first-come first-serve basis as Replacement Private Trees are available. The Replacement Private Trees will be made available during the Replacement Tree Timeframe.
6. **GRINDING OF STUMPS.** PECO agrees to grind the stumps of both Street Trees and Private Trees removed as a result of PECO's implementation of the Project, provided the stumps are located in areas that are maintained and accessible as reasonably determined by PECO or its contractors.
7. **EXCAVATION PERMITS.** PECO will apply for excavation permits pursuant to the Excavation Ordinance for the removal and installation of electrical poles. The Borough agrees to process and issue such permits in the customary and ordinary course. For the avoidance of doubt, the Borough agrees that it will not deny or delay the issuance of permits with the intent to interfere with the Project.
8. **REMOVAL OF UNUSED ELECTRICAL POLES.** During the Project, PECO agrees to remove all unused PECO electrical poles without any third-party attachments that are being replaced with taller poles, and will apply all commercially reasonable efforts to require that all third-parties remove their attachments from such PECO poles. Removal of all poles that PECO is replacing as part of the Project will be completed within sixty (60) days after all attachments have been removed and the pole is no longer needed to provide electrical service.
9. **FULL AND FINAL ACCORD AND SETTLEMENT.** PECO and the Borough agree that this Agreement constitutes a full and final accord and settlement of all allegations made by

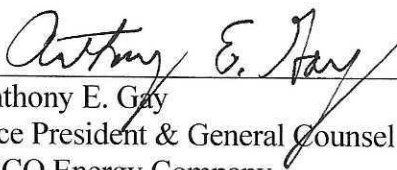
the Borough that PECO's performance of the Project will violate any law or regulation, including but not limited to the Borough's allegations that PECO must comply with the Tree Ordinance, the Excavation Ordinance, and the Stormwater Management Ordinance. The Borough acknowledges, agrees, and covenants that it will not apply or enforce its Tree Ordinance and Stormwater Management Ordinance to PECO's performance of the Project and that this Agreement resolves and satisfies all concerns that the Borough has with any potential stormwater runoff that could result from the Project.

10. **SATISFACTION OF FORMAL COMPLAINT.** In accordance with 52 Pa. Code § 5.24, the Borough authorizes PECO to provide a certified writing to the Commission that PECO has addressed the Formal Complaint and the Borough has acknowledged satisfaction to PECO.
11. **REVIEW OF CONTRACT BY COMMISSION.** The Borough understands and acknowledges that PECO will file this Agreement with the Commission for the Commission's review pursuant to Sections 507 and 508 of the Pennsylvania Public Utility Code.
12. **PUBLICITY.** The Borough Council of the Borough is required under Pennsylvania law to approve any contract, including this Settlement Agreement, by a vote held in public session, and this Settlement Agreement is conditioned upon such approval. Further, the Borough is required by the Pennsylvania Right-to-Know Law to provide a copy of this Settlement Agreement in response to a request made under the Right to Know Law.
13. **ENTIRE AGREEMENT.** This Agreement constitutes the full agreement of the Parties with respect to the subject matter hereof and supersedes any and all prior discussions, negotiations and understandings with respect thereto. Each Party represents and warrants to the other that it has not relied upon any representation or warranty, express or implied, in entering into this Agreement except those which are expressly set forth herein.

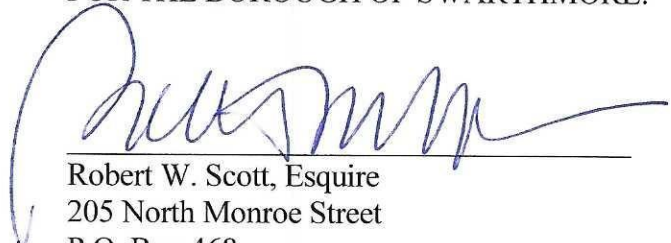
14. **WAIVER**. No failure to exercise or any delay in exercising any right, power or remedy by a party operates as a waiver. A single or partial exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing.
15. **AMENDMENT AND VARIATION**. No variation of this Agreement (or of any of the documents referred to in this Agreement) shall be valid unless it is in writing and signed by or on behalf of each of the parties to it. The expression "variation" shall include any amendment, variation, supplement, deletion or replacement however effected.
16. **COUNTERPARTS**. This Agreement may be executed by electronic or facsimile signature and in any number of counterparts and by the parties to it on separate counterparts, each of which is an original but all of which together constitute one and the same instrument.
17. **THIRD PARTY RIGHTS**. Except to the extent expressly stated to the contrary in this Agreement, this Agreement does not create or limit any rights in any other person.
18. **GOVERNING LAW**. The construction and validity and performance of this Agreement and the transactions contemplated by it shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to its conflicts of laws principles.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

FOR PECO ENERGY COMPANY:

  
\_\_\_\_\_  
Anthony E. Gay  
Vice President & General Counsel  
PECO Energy Company  
2301 Market Street / S23-1  
Philadelphia, PA 19103

FOR THE BOROUGH OF SWARTHMORE:

  
\_\_\_\_\_  
Robert W. Scott, Esquire  
205 North Monroe Street  
P.O. Box 468  
Media, PA 19063

# EXHIBIT B

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Katherine A.S. Sibley, *et al.*

v.

PECO Energy Company

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:  
:  
:  
:

C-2022-3036906

**ORDER REFERRING SETTLEMENT AGREEMENT  
FOR COMMISSION REVIEW**

PECO Energy Company (PECO or Respondent) is a regulated public utility under the jurisdiction of the Pennsylvania Public Utility Commission (Commission). PECO is conducting a Reliability & Resiliency Plan investing in targeted reliability-focused infrastructure investments. One component of PECO’s Reliability & Resiliency Plan is to retire the existing Morton Substation in the Borough of Swarthmore and upgrade equipment by replacing all wires, cables, poles, devices, and transformers on the circuits associated with the substation, and installing new recloser aerial devices (the “Upgrade Project”). The Upgrade Project will require that PECO trim and remove trees along the existing electrical utility pole pathway (the “Vegetation Management”).

Since November 17, 2022, twenty-one (21) Formal Complaints (the “Complaints”) against PECO have been filed with the Commission in this proceeding. All of the Complaints regard PECO’s Upgrade Project, and more specifically, the Vegetation Management portion of the Upgrade Project.

PECO filed an Answer to each of the Complaints either admitting or denying the various averments of the Complaints.

By Motion Judge Assignment Notices dated March 21, 24, and 27, 2023, the parties were informed that I was assigned as the Presiding Officer and responsible for resolving any issues which may arise during the preliminary phase of this proceeding.

On March 27, 2023, I issued an Order consolidating all Complaints in this proceeding for mediation, litigation, and resolution under Primary Docket Number C-2022-3036906.

As of September 20, 2023, PECO has filed a Certificate of Satisfaction, pursuant to 52 Pa. Code § 5.24(b), for all twenty-one (21) Complaints.

The only remaining issue is a Settlement Agreement executed between PECO and the Borough of Swarthmore<sup>1</sup> (Swarthmore) that was filed with the Commission on August 16, 2023.

Contracts between public utilities and municipal corporations are subject to Section 507 of the Public Utilities Code, which states:

Except for a contract between a public utility and a municipal corporation to furnish service at the regularly filed and published tariff rates, no contract or agreement between any public utility and any municipal corporation shall be valid unless filed with the commission at least 30 days prior to its effective date. Upon notice to the municipal authorities, and the public utility concerned, the commission may, prior to the effective date of such contract or agreement, institute proceedings to determine the reasonableness, legality or any other matter affecting the validity thereof. Upon the institution of such proceedings, such contract or agreement shall not be effective until the commission grants its approval thereof.

66 Pa.C.S. § 507.

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<sup>1</sup> The Borough of Swarthmore is a “municipal corporation” under 66 Pa.C.S. § 102.



C-2022-3036906, C-2022-3037057, C-2023-3037514, C-2023-3037523, C-2023-3037533, C-2023-3037622, C-2023-3037632, C-2023-3037633, C-2023-3037640, C-2023-3037642, C-2023-3037646, C-2023-3037676, C-2023-3037696, C-2023-3037698, C-2023-3037736, C-2023-3037809, C-2023-3038531, C-2023-3038374, C-2023-3038113, C-2023-3038177, C-2023-3038153, C-2023-3039505

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# EXHIBIT C



COMMONWEALTH OF PENNSYLVANIA  
PENNSYLVANIA PUBLIC UTILITY COMMISSION  
COMMONWEALTH KEYSTONE BUILDING  
400 NORTH STREET  
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IN REPLY PLEASE  
REFER TO OUR FILE

September 29, 2023

U-2023-3042290

CHRISTOPHER A LEWIS ESQUIRE  
BLANK ROME LLP  
ONE LOGAN SQUARE  
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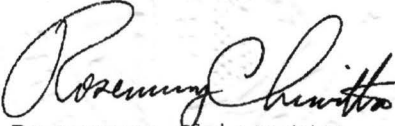
***Agreement dated August 14, 2023 between the Borough of Swarthmore and PECO Energy Company relative with the replacement of street trees for each tree removed as a result of the project during the Replacement Tree Timeframe, PECO agrees to pay the Borough \$40,000 as compensation for the Borough's cost of planting the Replacement Street Trees as a contribution to the Borough's anticipated stormwater management project at Henderson Field.***

To Whom It May Concern:

We enclose herewith the original and one (1) copy of certificate of filing issued by this Commission in accordance with Section 507 of the Public Utility Code, 66 Pa. C.S. §507.

You should serve the enclosed copy of this certificate upon the Borough of Swarthmore.

Very truly yours,

  
Rosemary Chiavetta  
Secretary

nw  
encls.  
cert.mail

**PENNSYLVANIA PUBLIC UTILITY COMMISSION**

**CERTIFICATE OF FILING**

*Agreement dated August 14, 2023 between the Borough of Swarthmore and PECO Energy Company relative with the replacement of street trees for each tree removed as a result of the project during the Replacement Tree Timeframe, PECO agrees to pay the Borough \$40,000 as compensation for the Borough's cost of planting the Replacement Street Trees as a contribution to the Borough's anticipated stormwater management project at Henderson Field.*

**U-2023-3042290**

**BY THE COMMISSION:**

**AND NOW, September 29, 2023, the Public Utility Commission certifies that the above, captioned contract or indenture dated August 14, 2023, has been on file with the Commission since August 16, 2023, in accordance with Section 507 of the Public Utility Code, 66 Pa. C.S. §507.**

**PENNSYLVANIA PUBLIC UTILITY COMMISSION**

  
**Secretary**



**PENNSYLVANIA PUBLIC UTILITY COMMISSION**

**CERTIFICATE OF FILING**

*Agreement dated August 14, 2023 between the Borough of Swarthmore and PECO Energy Company relative with the replacement of street trees for each tree removed as a result of the project during the Replacement Tree Timeframe, PECO agrees to pay the Borough \$40,000 as compensation for the Borough's cost of planting the Replacement Street Trees as a contribution to the Borough's anticipated stormwater management project at Henderson Field.*

**U-2023-3042290**

**BY THE COMMISSION:**

**AND NOW, September 29, 2023, the Public Utility Commission certifies that the above, captioned contract or indenture dated August 14, 2023, has been on file with the Commission since August 16, 2023, in accordance with Section 507 of the Public Utility Code, 66 Pa. C.S. §507.**

**PENNSYLVANIA PUBLIC UTILITY COMMISSION**

  
**Secretary**



# EXHIBIT D

# BLANKROME

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**Phone:** (215) 569-5793

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**Email:** [chris.lewis@blankrome.com](mailto:chris.lewis@blankrome.com)

October 17, 2023

## **VIA EFILE**

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, Second Floor  
Harrisburg, PA 17120

**Re: Borough of Swarthmore v. PECO Energy Company**  
**PUC Docket No. C-2023-3037736**  
**Consolidated Docket No. C-2022-3036906**

Dear Ms. Chiavetta:

Pursuant to 52 Pa. Code § 5.24(b), PECO Energy Company certifies that the matter at PUC Docket No. C-2023-3037736 has been resolved. In addition, PECO Energy Company certifies that the Consolidated Docket No. C-2022-3036906 is also resolved.

By copy of this letter, I am alerting Complainant Borough of Swarthmore of the right to object to the closing of this matter in writing to the Public Utility Commission within ten (10) days of the date of this letter.

If additional information is needed about this matter, please contact me via email or at my direct-dial number above. Thank you.

Very truly yours,

/s/ Christopher Lewis

Christopher Lewis, Esq.

Enclosure

cc: Robert Scott, Esq., Borough of Swarthmore Solicitor (via email)  
Mediator Teri-Lee Rhoades (via email)  
Parties to Consolidated Docket No. C-2022-3036906 (via email)

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

BOROUGH OF SWARTHMORE	:	
	:	
Complainant	:	Docket No. C-2023-3037736
	:	
v.	:	Consolidated at Docket No. C-2022-3036906
	:	
PECO ENERGY COMPANY	:	
	:	
Respondent	:	
	:	

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**CERTIFICATE OF SATISFACTION**

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I, Christopher Lewis, Esquire, representing PECO Energy Company (“PECO”) in this matter, hereby certify that the issues raised in the Formal Complaint against PECO Energy Company filed by Complainant with the Pennsylvania Public Utility Commission (the “Commission”) and docketed at Complaint Docket No. C-2023-3037736 have been addressed because Complainant and PECO have entered into a settlement agreement, which agreement was filed with the Commission at Docket No. U-2023-3042290, and issued a Certificate of Filing by the Commission.

This Certificate of Satisfaction is provided pursuant to 52 Pa. Code § 5.24(b). Unless Complainant files an objection to this Certificate within ten (10) days of its filing, the Formal Complaint shall be withdrawn and the Commission’s file closed.

Respectfully submitted,

BLANK ROME LLP

/s/ Christopher A. Lewis

Christopher A. Lewis (ID # 29375)

Frank L. Tamulonis (ID # 208001)

Stephen C. Zumbrun (ID # 319241)

One Logan Square

Philadelphia PA 19103

*Counsel for PECO Energy Company*

Dated: October 17, 2023

## CERTIFICATE OF SERVICE

I, Stephen C. Zumbun, hereby certify that on October 17, 2023, I caused a true and correct copy of the foregoing to be served via email upon the following:

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223 VASSAR AVENUE  
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sibley@sju.edu

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BOROUGH OF SWARTHMORE  
C/O WILLIAM E WEBB BOROUGH MANAGER  
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ROBERT W SCOTT ESQUIRE  
205 NORTH MONROE STREET  
P.O. BOX 468  
MEDIA PA 19063  
rscott@robertwscottpc.com  
Represents the Borough of Swarthmore

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Robert F. Young, Esq.  
McNEES WALLACE & NURICK LLC  
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*Counsel for John Reilly*

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SWARTHMORE PA 19081  
gnunesjr@gmail.com

/s/ Stephen C. Zumbrun  
Stephen C. Zumbrun, Esq.

# EXHIBIT E

# BLANKROME

One Logan Square  
130 North 18th Street | Philadelphia, PA 19103-6998

*Phone:* (215) 569-5793

*Fax:* (215) 832-5793

*Email:* [chris.lewis@blankrome.com](mailto:chris.lewis@blankrome.com)

May 8, 2024

**VIA EFILE**

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, Second Floor  
Harrisburg, PA 17120

**Re: Raul Jauregui v. PECO Energy Company  
PUC Docket No. C-2024-3048812  
Request for Mediation**

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Dear Secretary Chiavetta:

We represent PECO Energy Company (“PECO”) in the above-referenced proceeding. PECO has received the Formal Complaint filed in this matter and will be filing an Answer.

This matter concerns the same project in the Borough of Swarthmore that was the subject of formal complaints identified as: C-2022-3036906, C-2022-3037057, C-2023-3037514, C-2023-3037523, C-2023-3037533, C-2023-3037622, C-2023-3037632, C-2023-3037633, C-2023-3037640, C-2023-3037642, C-2023-3037646, C-2023-3037676, C-2023-3037696, C-2023-3037698, C-2023-3037736, C-2023-3037809, C-2023-3038177, C-2023-3038113, C-2023-3038153, C-2023-3038531, and C-2023-3038374, which proceedings were consolidated for mediation, litigation, and resolution under Primary Docket Number C-2022-3036906.

PECO requests that the Office of Administrative Law Judge direct the current Formal Complaint, PUC Docket No. C-2024-3048812, for mediation.

If additional information is needed about this matter, please contact me at my direct-dial number above.

Very truly yours,

*/s/ Christopher Lewis* \_\_\_\_\_

Christopher Lewis

cc: Complainant Raul Jauregui (via email)

# EXHIBIT F

# BLANKROME

One Logan Square

130 North 18th Street | Philadelphia, PA 19103-6998

**Phone:** (215) 569-5793

**Fax:** (215) 832-5793

**Email:** [chris.lewis@blankrome.com](mailto:chris.lewis@blankrome.com)

July 17, 2024

## VIA EFILE

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, Second Floor  
Harrisburg, PA 17120

**Re: Raul Jauregui v. PECO Energy Company**  
**PUC Docket No. C-2024-3048812**

Dear Secretary Chiavetta:

Pursuant to 52 Pa. Code § 5.24(b), PECO Energy Company certifies that this matter has been resolved.

By copy of this letter, I am alerting the Complainant of the right to object to the closing of this matter in writing to the Public Utility Commission within ten (10) days of the date of this letter.

If additional information is needed about this matter, please contact me via email or at my direct-dial number above. Thank you.

Very truly yours,

/s/ Christopher Lewis

Christopher Lewis, Esq.

Enclosure

cc: Complainant Raul Jauregui, Esq. (via email)  
Mediator Teri-Lee Rhoades, Esq. (via email)

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

RAUL JAUREGUI	:	
	:	
Complainant	:	Docket No. C-2024-3048812
	:	
v.	:	
	:	
PECO ENERGY COMPANY	:	
	:	
Respondent	:	
	:	
	:	

---

**CERTIFICATE OF SATISFACTION**

---

I, Christopher Lewis, Esquire, representing PECO Energy Company (“PECO”) in this matter, hereby certify that the issues raised in the Formal Complaint against PECO Energy Company filed by Complainant with the Pennsylvania Public Utility Commission and docketed at Complaint Docket No. C-2024-3048812 have been addressed and that Complainant has acknowledged satisfaction to the Respondent.

This Certificate of Satisfaction is provided pursuant to 52 Pa. Code § 5.24(b). Unless Complainant files an objection to this Certificate within ten (10) days of its filing, the Formal Complaint shall be withdrawn and the Commission’s file closed with prejudice.

Respectfully submitted,

BLANK ROME LLP

*/s/ Christopher A. Lewis*

Christopher A. Lewis (ID # 29375)

Stephen C. Zumbrun (ID # 319241)

One Logan Square

Philadelphia PA 19103

Phone: (215) 569-5793

*Counsel for PECO Energy Company*

Dated: July 17, 2024

**CERTIFICATE OF SERVICE**

I, Stephen C. Zumbrun, hereby certify that on July 17, 2024, I caused a true and correct copy of the foregoing to be served via email upon the following:

Raul Jauregui, Esq.  
Jauregui Law Firm  
720 Arch Street, PO Box 861  
Philadelphia, PA 19105  
(215) 559-9285  
RJ@RaulJauregui.com

*/s/ Stephen C. Zumbrun* \_\_\_\_\_  
Stephen C. Zumbrun  
*Counsel for PECO Energy Company*