

Richard G. Webster, Jr.
Director
Rates and Regulatory Affairs

Telephone 215.841.4000 ext 5777
Fax 215.847.6208
www.exeloncorp.com
dick.webster@exeloncorp.com

PECO Energy Company
2301 Market Street, 515
Philadelphia, PA 19103

Mail To: 8699
Philadelphia, PA 19101-8699

February 1, 2012

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17105-3265

RECEIVED

FEB 01 2012

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Subject: Electric Tariff Changes as Required Under the Amended Provisions of Chapter 56 at Docket No. L-00060182

Dear Secretary Chiavetta:

This letter transmits for filing with the Commission an original and eight copies of Supplement No. 35 to PECO's Electric Tariff No. 4. This Supplement contains the tariff language changes required to comply with the final rulemaking order at Docket No. L-00060182 which amended the provisions of Chapter 56.

The amendments to Chapter 56 require PECO to add language related to four specific areas of the Tariff:

- (1) the methods used to determine an applicant's liability for outstanding balances;
- (2) the Company's credit and application procedures along with a general description of the Company's credit scoring methodology;
- (3) the procedures to obtain verification of household income during the Winter;
- (4) the amount of reconnection fees.

The following attachments are included in support of the above changes:

Attachment 1 – Supplement No. 35 to PECO's Electric No. 4 implementing the tariff language revisions in accordance with the amended provisions of Chapter 56 at Docket No. L-00060182

Attachment 2 – a "red-line" version of the Electric Tariff highlighting the specific tariff language changes.

Rosemary Chiavetta, Secretary
February 1, 2012
Page 2

Please direct any questions regarding the above to Mark S. Kehl at 215-841-6406.

Would you kindly acknowledge receipt of the foregoing by time stamping the enclosed copy of this letter and return it in the self-addressed postage paid envelope.

Sincerely,

Copies to: C. Walker-Davis, Director, Office of Special Assistants
P. T. Diskin, Director, Bureau of Technical Utility Services
M. C. Lesney, Director, Bureau of Audits
J. E. Simms, Director, Bureau of Investigation & Enforcement
Office of Consumer Advocate
Office of Small Business Advocate
McNees, Wallace & Nurick



RECEIVED
FEB 01 2012
PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Enclosures

PECO Energy Company

Electric Service Tariff

RECEIVED

FEB 01 2012

COMPANY OFFICE LOCATION

2301 Market Street
Philadelphia, Pennsylvania 19101

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

For List of Communities Served, See Page 4.

Issued February 1, 2012

Effective April 1, 2012

**ISSUED BY: D. P. O'Brien – President
PECO Energy Distribution Company
2301 MARKET STREET
PHILADELPHIA, PA. 19101**

NOTICE.

LIST OF CHANGES MADE BY THIS SUPPLEMENT

RULES AND REGULATIONS 2nd Revised Page No. 13

Section 5.1, Payment Obligation updated to reflect the amended provisions of Chapter 56 at Docket No. L-00060182.

RULES AND REGULATIONS 2nd Revised Page No. 14

Section 5.7 Credit Information updated to reflect the amended provisions of Chapter 56 at Docket No. L-00060182.

RULES AND REGULATIONS 4th Revised No. Page 25

Section 18.2 – Non Payment Terminations and Section 18.7 Reconnection Charge updated to reflect the amended provisions of Chapter 56 at Docket No. L-00060182.

RULES AND REGULATIONS 1st Revised No. Page 26

Section 19.1 and 19.2 moved from Page No. 25 to Page No. 26.

PECO Energy Company

TABLE OF CONTENTS

List of Communities Served	4
How to Use Loose-Leaf Tariff	5
Definition of Terms and Explanation of Abbreviations.....	6 ¹ ,7,8 ² ,9
RULES AND REGULATIONS:	
1. The Tariff.....	10 ²
2. Service Limitations	10 ²
3. Customer's Installation.....	11 ¹
4. Application for Service	12
5. Credit	13 ²
6. Private-Property Construction	14 ²
7. Extensions.....	15 ¹ ,16
8. Rights-of-Way.....	17
9. Introduction of Service	18 ¹
10. Company Equipment	18 ¹
11. Tariff and Contract Options	19 ¹
12. Service Continuity.....	20
13. Customer's Use of Service.....	21
14. Metering	21
15. Demand Determination	22 ²
16. Meter Tests	23
17. Billing and Standard Payment Options	24 ⁴
18. Payment Terms & Termination of Service	25 ⁴
19. Unfulfilled Contracts.....	25 ²
20. Cancellation by Customer	26 ¹
21. General	27 ²
22. Rules For Designation of Procurement Class	27 ²
23. EGS Switching	28
24. Load Data Exchange	29
STATE TAX ADJUSTMENT CLAUSE	30 ³
Generation Supply Adjustment For Procurement Class 1, 2, 3.....	31 ⁸ ,32 ⁷
Generation Supply Adjustment For Procurement Class 4.....	33 ¹⁶
Reconciliation.....	34 ²
Provision for Surcharge Recovery of Alternative Energy Portfolio Standard Costs.....	35 ⁴ , 36 ²
NUCLEAR DECOMMISSIONING COST ADJUSTMENT CLAUSE (NDCA).....	37
Provisions for Recovery of UNIVERSAL SERVICE FUND CHARGE (USFC).....	38 ³
Provisions for Recovery of SUPPLEMENTAL UNIVERSAL SERVICE FUND COSTS.....	39 ¹
PROVISION FOR THE RECOVERY OF CONSUMER EDUCATION PLAN COSTS.....	40 ²
TRANSMISSION SERVICE CHARGE.....	40A ³
SMART METER COST RECOVERY SURCHARGE.....	40B ³
PROVISION FOR THE RECOVERY OF ENERGY EFFICIENCY AND CONSERVATION PROGRAM COSTS (EEPC).....	40C ²
Provision for the Tax Accounting Repair Credit (TARC)	40D
RATES:	
Rate R Residence Service.....	41 ⁵
Rate R-H Residential Heating Service	43 ⁵
Rate RS-2 Net Metering	44 ¹ , 45 ²
Rate OP Off-Peak Service	46 ³
Rate GS General Service	47 ⁵ ,48 ² ,49 ¹
Rate PD Primary-Distribution Power	50 ⁴
Rate HT High-Tension Power	51 ⁵
Rate POL Private Outdoor Lighting.....	52 ² ,53
Rate SL-S Street Lighting-Suburban Counties	57 ² ,58
Rate SL-E Street Lighting Customer-Owned Facilities.....	59 ³ ,60
Rate TLCL Traffic Lighting Constant Load Service.....	61 ²
Rate BLI Borderline Interchange Service	62
Rate EP Electric Propulsion.....	63 ³
Rate AL Alley Lighting in City of Philadelphia	64 ²
RIDERS:	
Applicability Index of Riders.....	65 ¹
Auxiliary Service Rider.....	66 ¹ ,67 ¹ ,68 ¹
CAP Rider - Customer Assistance Program.....	69 ¹⁰ , 70
Casualty Rider.....	71 ¹
Commercial/Industrial Direct Load Control Program Rider.....	71A, 71B
Construction Rider.....	72

RULES AND REGULATIONS (continued)

4.7 UNAUTHORIZED USE. Unauthorized connection to the Company's facilities, and/or the use of service obtained from the Company without authority, or by any false pretense, may be terminated by the Company. The use of service without notifying the Company or the AMSP and enabling them to read its meter will render the user liable for any amount due for service provided to the premises from the time of the last reading of the meter, immediately preceding the customer's occupancy, as shown by the Company's books.

4.8 WITHDRAWAL OF APPLICATION. In the event the customer (or potential customer) withdraws an application for either new or modified service, the customer will reimburse the Company for all reasonable costs incurred by the Company in anticipation of providing the new or modified service.

5. CREDIT

5.1 PAYMENT OBLIGATION. For customers for whom the Company provides Consolidated EDC Billing or Separate EDC Billing, the provision of service for any purpose, at any location, is contingent upon payment of all charges provided for in this Tariff (and, for the same class of service (residential or non-residential) under the Company's Gas Service Tariff, if the customer also receives gas service at the same premises) as applicable to the location and the character of service.

The Company may, at its discretion, determine liability for a past due balance by:

- 1) Use of Company records that contain information previously provided to the Company;
- 2) Information contained on a valid mortgage, lease, deed or renter's license;
- 3) Use of commercially available public records databases;
- 4) Government and property ownership records

5.2 PRIOR DEBTS. Service will not be furnished to former customers until any indebtedness to the Company for previous service of the same or similar classification has been satisfied or a payment arrangement has been made on the debt. This rule does not apply to the disputed portion of disputed bills under investigation. The Company will apply this rule to the disputed portion of disputed bills, if, and only if: (1) the Company has made diligent and reasonable efforts to investigate and resolve the dispute; (2) the result of the investigation is that the Company determines that the customer's claims are unwarranted or invalid; (3) the Commission and/or the Bureau of Consumer Services has decided a formal or informal complaint in the Company's favor and no timely appeal is filed; and (4) the customer nevertheless continues to dispute the same matter in bad faith.

5.3 GUARANTEE OF PAYMENTS. The Company may charge a security deposit before it will render service to an applicant or before the Company will continue to render service to a customer for whom the Company provides Consolidated EDC Billing or Separate EDC Billing. The Company may charge deposits to applicants and customers if they have bad credit, lack creditworthiness or as otherwise permitted by Commission statutes, rules, regulations, and as required by Federal Bankruptcy Law. The applicant or customer may be required to provide a cash deposit, letter of credit, surety bond, or other guarantee, satisfactory to the Company. The Company will hold the deposit as security for the payment of final bills and in compliance with the Company's Rules and Regulations. In addition, the Company may require industrial and commercial customers for which it may provide Consolidated EDC Billing or Separate EDC Billing to post a deposit at any time if the Company determines that the customer is no longer creditworthy or has bad credit or as otherwise permitted by Commission statutes, rules, regulations and as required by Federal Bankruptcy Law. The Company retains the right to charge customers additional deposits based upon continued bad credit or lack of creditworthiness and increased usage.

5.4 AMOUNT OF DEPOSIT. For residential customers the deposit will be equal to one-sixth of the applicant's or customer's estimated annual bill for Company charges, based on applicable rates. A deposit from a residential customer shall conform to the requirements of 66 Pa. C.S. 1404(c) and applicable Pennsylvania Public Utility Commission regulations. For industrial and commercial accounts, the amount of the deposit shall be the Company's projection of the sum of the Company charges in the customer's two highest monthly bills in the 12 months following the deposit. The provisions of 11 U.S.C. §366(b) of the Federal Bankruptcy Code, or any successor statute or provision, shall, if inconsistent, supersede the provisions of this rule.

(C) Denotes Change

RULES AND REGULATIONS (continued)

5.5 RETURN OF DEPOSIT. Deposits secured from a residential customer shall either be applied with interest to the customer's account or returned to the customer with interest in accordance with 66 Pa. C.S. §1404(C) and applicable Pennsylvania Public Utility Commission regulations. In cases of discontinuance or termination of service, deposits will be returned with accrued interest upon payment of all service charges and guarantees or with deduction of unpaid accounts. Effective July 1, 2011, PECO will return the deposit on a non-residential account if the account incurred fewer than two late payments in the previous 24 months. The first annual review of the customer's payment status will occur 24 months after the initial deposit date. Any residential or commercial customer having secured the return of the deposit may be required to make another deposit in accordance with Commission statutes, regulations or Federal Bankruptcy Law if the Customer demonstrates bad credit or lacks creditworthiness subsequent to the return of the initial deposit.

5.6 INTEREST ON DEPOSIT. The Company will allow simple interest on cash deposits calculated as follows:

- (1) with respect to residential accounts,
 - (a) interest accrued prior to December 14, 2004, at an annual rate determined by the average of the 1-Year Treasury Bills for September, October and November of the previous year ("Interest Index");
 - (b) interest accrued on or after December 14, 2004, at an annual rate determined by the legal rate of interest pursuant to 66 Pa. C.S.A. § 1404(C)(6);
- (2) with respect to commercial and industrial accounts, at the lower of the Interest Index or six percent; provided that interest accrued prior to April 14, 1995 shall be calculated at six percent.

Deposits shall cease to bear interest upon discontinuance of service (or, if earlier, when the Company closes the account).

5.7 CREDIT INFORMATION.

CUSTOMERS: In addition to information required otherwise hereunder, customers for whom the Company provides Consolidated EDC Billing or Separate EDC Billing shall be required to provide to the Company with such credit information, as the Company requires. The Company may report to a national credit bureau on credit history associated with past due amounts. (C)

APPLICANTS: The Company's credit and application procedures for applicants are as follows: (1) positive identification of applicant obtained from previous customer record or through one of the major credit reporting bureaus or through in-person identification; (2) determination of liability for a past due balance; (3) determination if a deposit is required based upon applicant's previous account history if available or through third party credit scoring of applicant.

The Company's credit scoring methodology and standards are as follows: The Company uses a commercially recognized credit scoring methodology that is within the range of generally accepted industry practice. The applicant's or customer's utility payment history determines the credit score. The Company uses this customer-specific credit score to either request or waive a security deposit.

5.8 APPLICABILITY TO CUSTOMERS RESIDING AT PLACE OF BUSINESS. For purposes of all of the provisions of this Rule 5, when a customer resides at a place of business or commercial establishment, legitimately served pursuant to a commercial or industrial rate schedule, that is not a residential dwelling unit attached thereto, the customer is not thereby entitled to any of the protections in the Pennsylvania Public Utility Code or the Commission's regulations implementing the Pennsylvania Public Utility Code, or to any of the provisions of these rules or this Tariff, that apply exclusively to deposits for residential customers.

6. PRIVATE PROPERTY CONSTRUCTION

6.1 COMPANY'S SERVICE LINES. Where the Company has distribution facilities of adequate capacity on the highway or in other trunk line location adjacent to the premises to be served, it will provide, own and maintain standard service-supply lines as follows:

(a) UNDERGROUND:

Underground cable construction to a point approximately 18 inches inside the property line of the customer, except:

- (1) For secondary service to new residences or new apartment buildings, underground cable construction will be extended to a meter location or connection box located at the building or buildings, as designated by the Company and in accordance with Rule 7.3.
- (2) The Company will make necessary repairs to customer-owned extensions of secondary service-supply lines for residential customers at no charge. If such customer-owned extension requires replacement, the Company will make the replacement and assume ownership of the service-supply line with the Company bearing the cost up to 200 feet in length and the customer bearing the cost for all additional length.

(b) AERIAL:

A single span of aerial open wire or cable construction to the first suitable support of the customer, nominally 100 feet inside the property line of the customer. The customer's support shall be so located that the service span will be free of obstruction and adequately supported as required by the size and weight of the conductors.

6.2 SERVICE-SUPPLY ALTERATIONS. Changes related to a service-supply line or a meter owned by the Company, for the accommodation of the customer, shall be at the expense of the customer.

6.3 CUSTOMER'S SERVICE EXTENSION. The customer shall provide, own and maintain the service extension from the Company's service-supply lines to the receiving equipment.

6.4 METERS AND TRANSFORMERS. The Company will provide, own and maintain any meter or meters, and also the transformer or transformers (both potential and current type transformers), required in the supply of service of the current characteristics specified by the Base Rate or rider under which the service is provided, unless the customer receives Advanced Meter Services from an AMSP in that case such AMSP will install, provide, own, and/or maintain the Customer's meter or meters while the Company will continue to own the potential and current type transformers. The supply of transformers by the Company shall be limited to those required for a single standard transformation.

6.5 TRAILER PARKS. Where it is established by plans, development, use or other facts that the operation of a trailer park is predominantly to provide rental locations for non-transient trailers, with not less than two nor more than four such locations, the Company, upon written application of the trailer park operator and upon the receipt of an enabling agreement and of adequate rights-of-way, will construct, own and operate within the trailer park specified aerial electric energy, the trailer park operator being liable for payment of service to trailer park tenants not contracting in writing for service in their own names. The Company's obligation to install or extend such distribution facilities within the trailer park is limited to the investment warranted by the anticipated revenue. Alterations of such distribution facilities at the request of the park operator when not for the purpose of serving additional trailer rental locations will be at the cost of the trailer park operator. A trailer park operator desiring underground distribution facilities within a trailer park consisting of less than five locations must bear the excess cost incident thereto. Specifications and terms for such underground construction will be furnished by the Company on request. In new trailer parks consisting of five or more locations, underground distribution facilities will be extended in accordance with Rule 7.3.

(C) Denotes Change

RULES AND REGULATIONS (continued)

17.7 CALCULATION OF LATE FEE. Where a late fee is applicable, the amount of the late fee to be added to the unpaid balance shall be calculated by multiplying the unpaid past due balance, exclusive of any previous unpaid late fees, by the appropriate late fee rate.

17.8 TAX EXEMPTION. If a customer is tax exempt, the customer must provide a tax exempt form to PECO Energy and to its EGS, regardless of which billing option the customer chooses.

17.9 BILLING ERRORS. When the Company provides Consolidated EDC Billing, PECO Energy shall not be responsible for billing errors resulting from incorrect price information received from an EGS.

17.10 RETURNED CHECK CHARGE. If a check received in payment of a customer's account is returned to the Company unpaid or if upon a second attempt by the Company or its agent for payment the check is again returned unpaid, then the Company will add a returned check charge to the customer's account in the amount of **\$20.00**.

17.11 APPLICABILITY TO CUSTOMERS RESIDING AT PLACE OF BUSINESS. For purposes of all of the provisions of Rule 17, when a customer resides at a place of business or commercial establishment legitimately served pursuant to a commercial or industrial Base Rate, that is not a residential dwelling unit attached thereto, the customer is not thereby entitled to any of the protections in the Public Utility Code or the Commission's regulations implementing the Pennsylvania Public Utility Code, or to any of the provisions of these rules or this Tariff, that apply exclusively to payment terms for residential customers.

18. PAYMENT TERMS & TERMINATION OF SERVICE

18.1 NON-PAYMENT TERMINATION. When the Company is providing either Consolidated EDC Billing or Separate EDC Billing, the customer is subject to collection action, including termination of service (in accordance with the Pennsylvania Public Utility Code or the Commission's regulations, on the portion of the past due amount attributable to the Company's charges for: (1) service, (2) Energy and Capacity and (3) to Customer EGS Receivables purchased by the Company. Upon termination of service, the Company may also remove its equipment. Notice that complies with applicable Commission regulations shall conclusively be considered to be "reasonable" hereunder.

Consistent with 52 PA Code §56.100, the Company will accept the following most current and valid documents as proof of household income: (1) income tax returns; (2) pay stubs; (3) benefit letters and governmental agency verification; (4) other forms to be accepted at the Company's discretion. (C)

The customer must provide this information within 10 days of the Company's request. This information may also be used by the company to determine deposit requirements, payment arrangements, and any other income specific program.

18.2 PAYMENT TERMS. When the Company is providing either Consolidated EDC Billing or Separate EDC Billing, the Company will in accordance with Pennsylvania Public Utility Law and applicable Pennsylvania Public Utility Commission Regulations and Orders, negotiate payment arrangements on the portion of the past due amount attributable to its charges for: (1) service (2) Energy and Capacity and (3) to Customer EGS Receivables purchased by the Company. However, the Company will not negotiate payment arrangements on behalf of an EGS.

18.3 TERMINATION FOR CAUSE. The Company may terminate on reasonable notice if entry to the meter or meters is refused or if access thereto is obstructed or hazardous; or if utility service is taken without the knowledge or approval of the Company; or for other violation of these Rules and Regulations and/or applicable Commission rules, including those found at Pennsylvania Public Utility Code or the Commission's regulations.

18.4 SAFETY TERMINATION. The Company may terminate without notice if the customer's installation has become hazardous or defective.

18.5 DEFECTIVE EQUIPMENT TERMINATION. The Company may terminate without notice if the customer's equipment or use thereof might injuriously affect the equipment of the Company, or the Company's service to other customers; or if a certificate of approval is refused after a re-examination of the customer's installation by a competent inspection agency authorized to perform this service in the specific locality where service is provided.

18.6 TERMINATION FOR FRAUD. The Company may terminate without notice for abuse, fraud, material misrepresentation of the customer's identity, or tampering with the connections, the Company's meters, or other equipment of the Company.

18.7 RECONNECTION CHARGE. If service is terminated or discontinued by reason or act of the customer, the (C) same customer, whether an applicant or a customer as defined at 66 Pa. C.S. § 1403, shall pay a reconnection charge prior to restoration of service at the same address within twelve months after discontinuance or termination. The reconnection charges, listed below are based on the Company's current standard schedule of reconnection fees, which include direct labor costs, contractor costs, and material/transportation costs. In the case of fraud, the reconnection charge will also include allocated overheads, all investigative costs, and administrative costs as determined by the Company. (C)

	Reconnect Fees For Non-Payment	Reconnect Fees For Theft / Fraud
Electric Reconnect at the Meter	\$ 75.00	\$ 350.00
Electric Reconnect at Tap	\$ 260.00	\$ 1,180.00
Electric Reconnect - Underground dig	\$ 1,650.00	\$ 4,450.00
Electric with dual meters	\$ 100.00	\$ 350.00

(C) Denotes Change

RULES AND REGULATIONS (continued)

(C)

19. UNFULFILLED CONTRACTS

19.1 NOTICE OF DISCONTINUANCE BY CUSTOMER. Notice to discontinue service before the expiration of a contract term will not relieve a customer from any minimum, or guaranteed, payment under any contract or rate. In the case of residential customers this Rule only applies if the customer has signed an express written contract that clearly sets forth such a term and condition of service.

19.2 COMPLETION OF TERM. *If, by reason of any act, neglect or default of a customer, the Company's service is suspended, or the Company is prevented from providing service in accordance with the terms of any contract it may have entered into with the customer, the minimum charge for the unexpired portion of the initial contract term shall become due and payable immediately as liquidated damages. These liquidated damages may, at the option of the Company, be offset by estimated revenues from a succeeding customer at the same location, if such exists.*

20. CANCELLATION BY CUSTOMER

20.1 TERMINATION NOTICE. Customers who have fulfilled their initial contract term and wish to discontinue service from the Company must give the Company at least 7 days' written notice to that effect.

20.2 FINAL BILL. The customer is liable for service taken after notice to terminate the contract, until the meter is read and/or disconnected. The final bill for service is then due.

(C) Denotes Change

PECO Energy Company

Electric Service Tariff

COMPANY OFFICE LOCATION

2301 Market Street
Philadelphia, Pennsylvania 19101

For List of Communities Served, See Page 4.

Issued February 1, 2012,

Effective April 1, 2012,

Deleted: January 31, 2012

Deleted: March 31, 2012

ISSUED BY: D. P. O'Brien – President
PECO Energy Distribution Company
2301 MARKET STREET
PHILADELPHIA, PA. 19101

NOTICE.

LIST OF CHANGES MADE BY THIS SUPPLEMENT

RULES AND REGULATIONS, 2nd Revised Page No. 13

Section 5.1, Payment Obligation updated to reflect the amended provisions of Chapter 56 at Docket No. L-00060182.

Formatted: Underline

RULES AND REGULATIONS, 2nd Revised Page No. 14

Section 5.7 Credit Information updated to reflect the amended provisions of Chapter 56 at Docket No. L-00060182.

Formatted: Underline

RULES AND REGULATIONS, 4th Revised No. Page 25

Section 18.2 – Non Payment Terminations and Section 18.7 Reconnection Charge updated to reflect the amended provisions of Chapter 56 at Docket No. L-00060182.

Formatted: Underline

RULES AND REGULATIONS, 1st Revised No. Page 26

Section 19.1 and 19.2 moved from Page No. 25 to Page No. 26.

Formatted: Underline

Deleted: 4

Deleted: Seventh

Deleted: Sixth

PECO Energy Company

TABLE OF CONTENTS

List of Communities Served 4
 How to Use Loose-Leaf Tariff 5
 Definition of Terms and Explanation of Abbreviations 6,7,8,9
RULES AND REGULATIONS:
 1. The Tariff 10²
 2. Service Limitations 10²
 3. Customer's Installation 11¹
 4. Application for Service 12
 5. Credit 13²
 6. Private-Property Construction 14²
 7. Extensions 15^{1,16}
 8. Rights-of-Way 17
 9. Introduction of Service 18¹
 10. Company Equipment 18¹
 11. Tariff and Contract Options 19¹
 12. Service Continuity 20
 13. Customer's Use of Service 21
 14. Metering 21
 15. Demand Determination 22²
 16. Meter Tests 23
 17. Billing and Standard Payment Options 24¹
 18. Payment Terms & Termination of Service 25²
 19. Unfulfilled Contracts 25²
 20. Cancellation by Customer 26²
 21. General 27²
 22. Rules For Designation of Procurement Class 27
 23. EGS Switching 28
 24. Load Data Exchange 29
STATE TAX ADJUSTMENT CLAUSE 30¹
 Generation Supply Adjustment For Procurement Class 1, 2, 3 31^{8,32}
 Generation Supply Adjustment For Procurement Class 4 33¹⁶
 Reconciliation 34¹
 Provision for Surcharge Recovery of Alternative Energy Portfolio Standard Costs 35^{1,36}
NUCLEAR DECOMMISSIONING COST ADJUSTMENT CLAUSE (NDCA) 37
 Provisions for Recovery of UNIVERSAL SERVICE FUND CHARGE (USFC) 38¹
 Provisions for Recovery of SUPPLEMENTAL UNIVERSAL SERVICE FUND COSTS 39¹
PROVISION FOR THE RECOVERY OF CONSUMER EDUCATION PLAN COSTS 40¹
TRANSMISSION SERVICE CHARGE 40A³
SMART METER COST RECOVERY SURCHARGE 40B³
PROVISION FOR THE RECOVERY OF ENERGY EFFICIENCY AND CONSERVATION PROGRAM COSTS (EEPC) 40C²
 Provision for the Tax Accounting Repair Credit (TARC) 40D
RATES:
 Rate R Residence Service 41⁵
 Rate R-H Residential Heating Service 43⁵
 Rate RS-2 Net Metering 44^{1,45}, 45^{2,45A}
 Rate OP Off-Peak Service 46³
 Rate GS General Service 47^{5,48}, 49¹
 Rate PD Primary-Distribution Power 50¹
 Rate HT High-Tension Power 51⁵
 Rate POL Private Outdoor Lighting 52^{2,53}
 Rate SL-S Street Lighting-Suburban Counties 57^{2,58}
 Rate SL-E Street Lighting Customer-Owned Facilities 59^{2,60}
 Rate TLCL Traffic Lighting Constant Load Service 61²
 Rate BLJ Borderline Interchange Service 62
 Rate EP Electric Propulsion 63³
 Rate AL Alley Lighting in City of Philadelphia 64²
RIDERS:Applicability index of Riders 65²
 Auxiliary Service Rider 66^{1,67}, 68¹
 CAP Rider - Customer Assistance Program 69^{10,70}
 Casualty Rider 71¹
 Commercial/Industrial Direct Load Control Program Rider 71A, 71B
 Construction Rider 72

Deleted: 1

Deleted: 7

Deleted: 3

Deleted: 3

Deleted: 1

Deleted: January 31

Deleted: March 31

Deleted: 8
Deleted: First
Deleted: Original

RULES AND REGULATIONS (continued)

4.7 UNAUTHORIZED USE. Unauthorized connection to the Company's facilities, and/or the use of service obtained from the Company without authority, or by any false pretense, may be terminated by the Company. The use of service without notifying the Company or the AMSP and enabling them to read its meter will render the user liable for any amount due for service provided to the premises from the time of the last reading of the meter, immediately preceding the customer's occupancy, as shown by the Company's books.

4.8 WITHDRAWAL OF APPLICATION. In the event the customer (or potential customer) withdraws an application for either new or modified service, the customer will reimburse the Company for all reasonable costs incurred by the Company in anticipation of providing the new or modified service.

5. CREDIT

5.1 PAYMENT OBLIGATION. For customers for whom the Company provides Consolidated EDC Billing or Separate EDC Billing, the provision of service for any purpose, at any location, is contingent upon payment of all charges provided for in this Tariff (and, for the same class of service (residential or non-residential) under the Company's Gas Service Tariff, if the customer also receives gas service at the same premises) as applicable to the location and the character of service.

The Company may, at its discretion, determine liability for a past due balance by:
1) Use of Company records that contain information previously provided to the Company;
2) Information contained on a valid mortgage, lease, deed or renter's license;
3) Use of commercially available public records databases;
4) Government and property ownership records

(C) Formatted: Underline

5.2 PRIOR DEBTS. Service will not be furnished to former customers until any indebtedness to the Company for previous service of the same or similar classification has been satisfied or a payment arrangement has been made on the debt. This rule does not apply to the disputed portion of disputed bills under investigation. The Company will apply this rule to the disputed portion of disputed bills, if, and only if: (1) the Company has made diligent and reasonable efforts to investigate and resolve the dispute; (2) the result of the investigation is that the Company determines that the customer's claims are unwarranted or invalid; (3) the Commission and/or the Bureau of Consumer Services has decided a formal or informal complaint in the Company's favor and no timely appeal is filed; and (4) the customer nevertheless continues to dispute the same matter in bad faith.

5.3 GUARANTEE OF PAYMENTS. The Company may charge a security deposit before it will render service to an applicant or before the Company will continue to render service to a customer for whom the Company provides Consolidated EDC Billing or Separate EDC Billing. The Company may charge deposits to applicants and customers if they have bad credit, lack creditworthiness or as otherwise permitted by Commission statutes, rules, regulations, and as required by Federal Bankruptcy Law. The applicant or customer may be required to provide a cash deposit, letter of credit, surety bond, or other guarantee, satisfactory to the Company. The Company will hold the deposit as security for the payment of final bills and in compliance with the Company's Rules and Regulations. In addition, the Company may require industrial and commercial customers for which it may provide Consolidated EDC Billing or Separate EDC Billing to post a deposit at any time if the Company determines that the customer is no longer creditworthy or has bad credit or as otherwise permitted by Commission statutes, rules, regulations and as required by Federal Bankruptcy Law. The Company retains the right to charge customers additional deposits based upon continued bad credit or lack of creditworthiness and increased usage.

5.4 AMOUNT OF DEPOSIT. For residential customers the deposit will be equal to one-sixth of the applicant's or customer's estimated annual bill for Company charges, based on applicable rates. A deposit from a residential customer shall conform to the requirements of 66 Pa. C.S. 1404(c) and applicable Pennsylvania Public Utility Commission regulations. For industrial and commercial accounts, the amount of the deposit shall be the Company's projection of the sum of the Company charges in the customer's two highest monthly bills in the 12 months following the deposit. The provisions of 11 U.S.C. §366(b) of the Federal Bankruptcy Code, or any successor statute or provision, shall, if inconsistent, supersede the provisions of this rule.

(C) Denotes Change

Deleted:
Deleted: 8
Deleted: First
Deleted: Original

PECO Energy Company

RULES AND REGULATIONS (continued)

5.5 RETURN OF DEPOSIT. Deposits secured from a residential customer shall either be applied with interest to the customer's account or returned to the customer with interest in accordance with 66 Pa. C.S. §1404(C) and applicable Pennsylvania Public Utility Commission regulations. In cases of discontinuance or termination of service, deposits will be returned with accrued interest upon payment of all service charges and guarantees or with deduction of unpaid accounts. Effective July 1, 2011, PECO will return the deposit on a non-residential account if the account incurred fewer than two late payments in the previous 24 months. The first annual review of the customer's payment status will occur 24 months after the initial deposit date. Any residential or commercial customer having secured the return of the deposit may be required to make another deposit in accordance with Commission statutes, regulations or Federal Bankruptcy Law if the Customer demonstrates bad credit or lacks creditworthiness subsequent to the return of the initial deposit.

5.6 INTEREST ON DEPOSIT. The Company will allow simple interest on cash deposits calculated as follows:

- (1) with respect to residential accounts,
 - (a) interest accrued prior to December 14, 2004, at an annual rate determined by the average of the 1-Year Treasury Bills for September, October and November of the previous year ("Interest Index");
 - (b) interest accrued on or after December 14, 2004, at an annual rate determined by the legal rate of interest pursuant to 66 Pa. C.S.A. § 1404(C)(6);
- (2) with respect to commercial and industrial accounts, at the lower of the Interest Index or six percent; provided that interest accrued prior to April 14, 1995 shall be calculated at six percent.

Deposits shall cease to bear interest upon discontinuance of service (or, if earlier, when the Company closes the account).

5.7 CREDIT INFORMATION.

CUSTOMERS: In addition to information required otherwise hereunder, customers for whom the Company provides Consolidated EDC Billing or Separate EDC Billing shall be required to provide to the Company with such credit information, as the Company requires. The Company may report to a national credit bureau on credit history associated with past due amounts.

APPLICANTS: The Company's credit and application procedures for applicants are as follows: (1) positive identification of applicant obtained from previous customer record or through one of the major credit reporting bureaus or through in-person identification; (2) determination of liability for a past due balance; (3) determination if a deposit is required based upon applicant's previous account history if available or through third party credit scoring of applicant.

The Company's credit scoring methodology and standards are as follows: The Company uses a commercially recognized credit scoring methodology that is within the range of generally accepted industry practice. The applicant's or customer's utility payment history determines the credit score. The Company uses this customer-specific credit score to either request or waive a security deposit.

5.8 APPLICABILITY TO CUSTOMERS RESIDING AT PLACE OF BUSINESS. For purposes of all of the provisions of this Rule 5, when a customer resides at a place of business or commercial establishment, legitimately served pursuant to a commercial or industrial rate schedule, that is not a residential dwelling unit attached thereto, the customer is not thereby entitled to any of the protections in the Pennsylvania Public Utility Code or the Commission's regulations implementing the Pennsylvania Public Utility Code, or to any of the provisions of these rules or this Tariff, that apply exclusively to deposits for residential customers.

6. PRIVATE PROPERTY CONSTRUCTION

6.1 COMPANY'S SERVICE LINES. Where the Company has distribution facilities of adequate capacity on the highway or in other trunk line location adjacent to the premises to be served, it will provide, own and maintain standard service-supply lines as follows:

(a) **UNDERGROUND:**

- Underground cable construction to a point approximately 18 inches inside the property line of the customer, except:
 - (1) For secondary service to new residences or new apartment buildings, underground cable construction will be extended to a meter location or connection box located at the building or buildings, as designated by the Company and in accordance with Rule 7.3.
 - (2) The Company will make necessary repairs to customer-owned extensions of secondary service-supply lines for residential customers at no charge. If such customer-owned extension requires replacement, the Company will make the replacement and assume ownership of the service-supply line with the Company bearing the cost up to 200 feet in length and the customer bearing the cost for all additional length.

(b) **AERIAL:**

A single span of aerial open wire or cable construction to the first suitable support of the customer, nominally 100 feet inside the property line of the customer. The customer's support shall be so located that the service span will be free of obstruction and adequately supported as required by the size and weight of the conductors.

6.2 SERVICE -SUPPLY ALTERATIONS. Changes related to a service-supply line or a meter owned by the Company, for the accommodation of the customer, shall be at the expense of the customer.

6.3 CUSTOMER'S SERVICE EXTENSION. The customer shall provide, own and maintain the service extension from the Company's service-supply lines to the receiving equipment.

6.4 METERS AND TRANSFORMERS. The Company will provide, own and maintain any meter or meters, and also the transformer or transformers (both potential and current type transformers), required in the supply of service of the current characteristics specified by the Base Rate or rider under which the service is provided, unless the customer receives Advanced Meter Services from an AMSP in that case such AMSP will install, provide, own, and/or maintain the Customer's meter or meters while the Company will continue to own the potential and current type transformers. The supply of transformers by the Company shall be limited to those required for a single standard transformation.

6.5 TRAILER PARKS. Where it is established by plans, development, use or other facts that the operation of a trailer park is predominantly to provide rental locations for non-transient trailers, with not less than two nor more than four such locations, the Company, upon written application of the trailer park operator and upon the receipt of an enabling agreement and of adequate rights-of-way, will construct, own and operate within the trailer park specified aerial electric energy, the trailer park operator being liable for payment of service to trailer park tenants not contracting in writing for service in their own names. The Company's obligation to install or extend such distribution facilities within the trailer park is limited to the investment warranted by the anticipated revenue. Alterations of such distribution facilities at the request of the park operator when not for the purpose of serving additional trailer rental locations will be at the cost of the trailer park operator. A trailer park operator desiring underground distribution facilities within a trailer park consisting of less than five locations must bear the excess cost incident thereto. Specifications and terms for such underground construction will be furnished by the Company on request. In new trailer parks consisting of five or more locations, underground distribution facilities will be extended in accordance with Rule 7.3.

(C) Denotes Change

(C)	Formatted: Underline
	Deleted: will
	Deleted: only
	Deleted: the portion of the
	Formatted: Underline
	Deleted: attributable to the Company's charges.
	Formatted: Underline

Deleted:
Deleted: 1

Deleted: 4
 Deleted: Third
 Deleted: Second

PECO Energy Company

RULES AND REGULATIONS (continued)

17.7 CALCULATION OF LATE FEE. Where a late fee is applicable, the amount of the late fee to be added to the unpaid balance shall be calculated by multiplying the unpaid past due balance, exclusive of any previous unpaid late fees, by the appropriate late fee rate.

17.8 TAX EXEMPTION. If a customer is tax exempt, the customer must provide a tax exempt form to PECO Energy and to its EGS, regardless of which billing option the customer chooses.

17.9 BILLING ERRORS. When the Company provides Consolidated EDC Billing, PECO Energy shall not be responsible for billing errors resulting from incorrect price information received from an EGS.

17.10 RETURNED CHECK CHARGE. If a check received in payment of a customer's account is returned to the Company unpaid or if upon a second attempt by the Company or its agent for payment the check is again returned unpaid, then the Company will add a returned check charge to the customer's account in the amount of \$20.00.

17.11 APPLICABILITY TO CUSTOMERS RESIDING AT PLACE OF BUSINESS. For purposes of all of the provisions of Rule 17, when a customer resides at a place of business or commercial establishment legitimately served pursuant to a commercial or industrial Base Rate, that is not a residential dwelling unit attached thereto, the customer is not thereby entitled to any of the protections in the Public Utility Code or the Commission's regulations implementing the Pennsylvania Public Utility Code, or to any of the provisions of these rules or this Tariff, that apply exclusively to payment terms for residential customers.

18. PAYMENT TERMS & TERMINATION OF SERVICE

18.1 NON-PAYMENT TERMINATION. When the Company is providing either Consolidated EDC Billing or Separate EDC Billing, the customer is subject to collection action, including termination of service (in accordance with the Pennsylvania Public Utility Code or the Commission's regulations, on the portion of the past due amount attributable to the Company's charges for: (1) service, (2) Energy and Capacity and (3) to Customer EGS Receivables purchased by the Company. Upon termination of service, the Company may also remove its equipment. Notice that complies with applicable Commission regulations shall conclusively be considered to be "reasonable" hereunder.

Consistent with 52 PA Code §56.100, the Company will accept the following most current and valid documents as proof of household income: (1) income tax returns; (2) pay stubs; (3) benefit letters and governmental agency verification; (4) other forms to be accepted at the Company's discretion.

(C) Formatted: Underline

The customer must provide this information within 10 days of the Company's request. This information may also be used by the company to determine deposit requirements, payment arrangements, and any other income specific program.

18.2 PAYMENT TERMS. When the Company is providing either Consolidated EDC Billing or Separate EDC Billing, the Company will in accordance with Pennsylvania Public Utility Law and applicable Pennsylvania Public Utility Commission Regulations and Orders, negotiate payment arrangements on the portion of the past due amount attributable to its charges for: (1) service (2) Energy and Capacity and (3) to Customer EGS Receivables purchased by the Company. However, the Company will not negotiate payment arrangements on behalf of an EGS.

18.3 TERMINATION FOR CAUSE. The Company may terminate on reasonable notice if entry to the meter or meters is refused or if access thereto is obstructed or hazardous; or if utility service is taken without the knowledge or approval of the Company; or for other violation of these Rules and Regulations and/or applicable Commission rules, including those found at Pennsylvania Public Utility Code or the Commission's regulations.

18.4 SAFETY TERMINATION. The Company may terminate without notice if the customer's installation has become hazardous or defective.

18.5 DEFECTIVE EQUIPMENT TERMINATION. The Company may terminate without notice if the customer's equipment or use thereof might injuriously affect the equipment of the Company, or the Company's service to other customers; or if a certificate of approval is refused after a re-examination of the customer's installation by a competent inspection agency authorized to perform this service in the specific locality where service is provided.

18.6 TERMINATION FOR FRAUD. The Company may terminate without notice for abuse, fraud, material misrepresentation of the customer's identity, or tampering with the connections, the Company's meters, or other equipment of the Company.

18.7 RECONNECTION CHARGE. If service is terminated or discontinued by reason or act of the customer, the same customer, whether an applicant or a customer as defined at 66 Pa. C.S. § 1403, shall pay a reconnection charge prior to restoration of service at the same address within twelve months after discontinuance or termination. The reconnection charges, listed below are based on the Company's current standard schedule of reconnection fees, which include direct labor costs, contractor costs, and material/transportation costs. In the case of fraud, the reconnection charge will also include allocated overheads, all investigative costs, and administrative costs as determined by the Company.

(C) Formatted: Underline

Formatted: Underline

Deleted: shall be

(C)

	Reconnect Fees For Non-Payment	Reconnect Fees For Theft / Fraud
Electric Reconnect at the Meter	\$ 75.00	\$ 350.00
Electric Reconnect at Tap	\$ 260.00	\$ 1,180.00
Electric Reconnect - Underground dig	\$ 1,650.00	\$ 4,450.00
Electric with dual meters	\$ 100.00	\$ 350.00

(C) Denotes Change

Issued February 1, 2012

Effective April 1, 2012

Deleted: October 20, 2011

Deleted: October 21, 2011

RULES AND REGULATIONS (continued)

19. UNFULFILLED CONTRACTS

19.1 NOTICE OF DISCONTINUANCE BY CUSTOMER. Notice to discontinue service before the expiration of a contract term will not relieve a customer from any minimum, or guaranteed, payment under any contract or rate. In the case of residential customers this Rule only applies if the customer has signed an express written contract that clearly sets forth such a term and condition of service.

19.2 COMPLETION OF TERM. If, by reason of any act, neglect or default of a customer, the Company's service is suspended, or the Company is prevented from providing service in accordance with the terms of any contract it may have entered into with the customer, the minimum charge for the unexpired portion of the initial contract term shall become due and payable immediately as liquidated damages. These liquidated damages may, at the option of the Company, be offset by estimated revenues from a succeeding customer at the same location, if such exists.

20. CANCELLATION BY CUSTOMER

20.1 TERMINATION NOTICE. Customers who have fulfilled their initial contract term and wish to discontinue service from the Company must give the Company at least 7 days' written notice to that effect.

20.2 FINAL BILL. The customer is liable for service taken after notice to terminate the contract, until the meter is read and/or disconnected. The final bill for service is then due.

From: (215) 841-5773
Mike Brennan
PECO
2301 Market St
S15-2
Philadelphia, PA 19103

Origin ID: REDA



J12101112190225

Ship Date: 01FEB12
ActWgt: 1.0 LB
CAD: 9814576/INET3250

Delivery Address Bar Code



SHIP TO: (717) 772-7777

BILL SENDER

Rosemary Chiavetta
Pennsylvania Public Utility Commiss
2nd Floor North, CKB
400 North St.
Harrisburg, PA 17120

Ref #
Invoice #
PO #
Dept #

RECEIVED

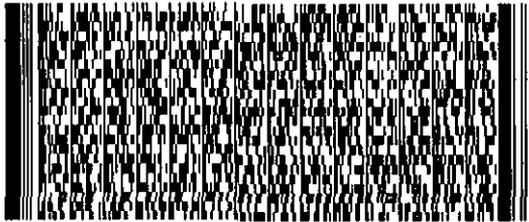
FEB 01 2012

PA PUBLIC UTILITY COMMISSION THU - 02 FEB A1
SECRETARY'S BUREAU STANDARD OVERNIGHT

TRK# 7931 8048 8680
0201

17120
PA-US
MDT

ZN MDTA



512G1/9F59/A278

After printing this label:

1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$500, e.g. jewelry, precious metals, negotiable instruments and other items listed in our ServiceGuide. Written claims must be filed within strict time limits, see current FedEx Service Guide.