

9/9/2008

ELECTRIC PA. P.U.C. NO. 4
SUPERSEDES ELECTRIC PA P.U.C NO.3 AND ALL SUPPLEMENTS THERETO

PECO Energy Company

Electric Service Tariff

COMPANY OFFICE LOCATION

2301 Market Street

Philadelphia, Pennsylvania 19101

For List of Communities Served, See Page 4.

Issued September 10, 2008

Effective January 1, 2011

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

NOTICE.

LIST OF CHANGES MADE BY THIS SUPPLEMENT

Definition of Terms and Explanations of Abbreviations – updated
 Rules and Regulations – Interpretation removed – dates updated, Interpretation removed, single point delivery updated, special contracts updated. Advanced Meter Services Performed by AMSPS, Resale of Service, Supply of Meters, Meter Reading Intervals, Customer Selected Advanced Meters, Power Factor Adjustment, Billing Options, Payment Processing, Budget Billing, Returned Check Charge, Payments Terms & conditions of Service, Payment Terms, Designation of Procurement Class updated, Rules for Designation of Procurement Class added, Direct Access Phase In Procedures deleted, EGS Switching updated and Load Data Exchange
 Generation Supply Adjustment Procurement Class 4 is added
 Reconciliation is added
 PROVISIONS FOR RECOVERY OF UNIVERSAL SERVICE FUND COSTS is updated
 Provisions for The Recovery of Mitigation Costs
 Competitive Transition Charge (CTC) – removed
 Net Securitization Adjustment (NSA) – removed
 Nuclear Decommissioning Cost Adjustment Clause – updated to remove Competitive Transition Charge
 Default Generation Service (DGS) added
 Rate R – updated to remove Metering and Billing Credits, Competitive Transition Charge, Energy & Capacity Charge, Monthly Pricing Option and Mitigation Plan Surcharge added
 Rate RT - – updated to remove Metering and Billing Credits, Competitive Transition Charge, Energy & Capacity Charge, Monthly Pricing Option and Mitigation Plan Surcharge added
 Rate RH - – updated to remove Metering and Billing Credits, Competitive Transition Charge, Energy & Capacity Charge, Monthly Pricing Option and Mitigation Plan Surcharge added
 Rate RS-2 now Net Metering – Billing Provisions updated
 Rate OP – Off Peak Service - updated to remove Metering and Billing Credits, Competitive Transition Charge, Energy & Capacity Charge, Monthly Pricing Option and Mitigation Plan Surcharge added
 Rate RS- Renewable Energy Service – removed
 Rate GS – updated to remove Metering and Billing Credits, Competitive Transition Charge and Energy and Capacity Charge – removal of one time waiver; reference to Generation Supply Adjustment Procurement Class 2, 3 or 4 added, Minimum Charge definition updated Off Peak Thermal Storage Provision updated
 Rate PD- updated to remove Metering and Billing Credits, Competitive Transition Charge and Energy and Capacity Charge removed, Determination of Billing Demand Updated.
 Rate HT – updated to remove Metering and Billing Credits, Competitive Transition Charge and Energy and Capacity Charge, Time of Use Adjustment removed, Determination of Billing Demand and Minimum charge updated.
 Rate POL - Competitive Transition Charge and Energy and Capacity Charge removed and Mitigation Plan Surcharge added
 Rate CAP Customer Assistance Program removed
 Rate SL-P – Qualified agency reference removed, Competitive Transition Charge and Energy and Capacity Charge removed
 Rate SL-S – CTC and Energy and Capacity Charge removed and Mitigation Plan Surcharge added
 Rate SL-E – CTC and Energy and Capacity Charge removed and Mitigation Plan Surcharge added
 Rate TL- Traffic Lighting Service – CTC and Energy and Capacity Charge removed and Mitigation Plan Surcharge added
 Rate EP - updated to remove Metering and Billing Credits, Competitive Transition Charge and Energy and Capacity Charge removed, Determination of Billing Demand updated and Generation Supply Adjustment Procurement Class 4 added
 Rate AL - Competitive Transition Charge and Energy and Capacity Charge removed and Generation Supply Adjustment Procurement Class 4 added
 Applicability Index of Riders – updated
 Auxiliary Service Rider - Competitive Transition Charge and Energy and Capacity Charge removed and Generation Supply Adjustment Procurement Class 4 added
 Capacity Reservation Rider removed
 Casualty Rider updated
 Competitive Default Service Rider removed
 Construction Rider Updated
 Cooling Thermal Storage HT Rider, CTC & PLR reference removed
 Curtailment HT Rider removed
 Customer Assistance Program Rider – CTC removed- Energy and Capacity charge replaced with Energy Supply Charge
 Economic Development Rider is added
 Economic Efficiency Rider removed
 Emergency Energy Conservation Rider - CTC & PLR references removed
 Employment and Economic Recovery Rider removed
 Incremental Process Rider removed
 Interruptible Rider 1 removed
 Interruptible Rider 2 - removed
 Interruptible Rider - Mandatory – added
 Interruptible Rider – Voluntary & System Reliability - added

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LIST OF CHANGES MADE BY THIS SUPPLEMENT

Keystone Opportunity Zone Rider removed
Large Interruptible Load Rider removed
Night Service GS Rider - CTC & PLR references removed
Night Service HT Rider - CTC & PLR references removed
Night Service PD Rider - CTC & PLR references removed
Off Peak Rider removed
Receivership Rider – PLR reference removed
Residential Direct Load Control Rider – New Rider is added
Seasonal Capacity Charge Service Rider – Competitive Transition Charge and Energy and Capacity Charge removed
Suburban Street Lighting Rider removed
Temporary Service Rider – CTC & PLR reference removed
Voluntary Market Price Transition Deferral Rider is added
Interim Code of Conduct removed

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LIST OF COMMUNITIES SERVED

PHILADELPHIA:

CITY AND COUNTY OF Philadelphia.

DELAWARE COUNTY:

CITY: Chester.

BOROUGHES: Aldan, Brookhaven, Chester Heights, Clifton Heights, Collingdale, Colwyn, Darby, East Lansdowne, Eddystone, Folcroft, Glenolden, Lansdowne, Marcus Hook, Media, Millbourne, Morton, Narberth, Norwood, Parkside, Prospect Park, Ridley Park, Rose Valley, Rutledge, Sharon Hill, Swarthmore, Trainer, Upland, Yeadon.

FIRST-CLASS TOWNSHIPS: Aston, Darby, Haverford, Lower Chichester, Lower Merion, Marple, Nether Providence, Radnor, Ridley, Springfield, Tinicum, Upper Chichester, Upper Darby.

SECOND-CLASS TOWNSHIPS: Bethel, Birmingham, Chester, Concord, Edgmont, Middletown, Newtown, Thornbury, Upper Providence.

BUCKS COUNTY:

BOROUGHES: Bristol, Chalfont, Doylestown, Dublin, Hulmeville, Ivyland, Langhorne, Langhorne Manor, Morrisville, New Britain, New Hope, Newtown, Penndel, Telford, Tullytown, Yardley.

FIRST-CLASS TOWNSHIPS: Bristol.

SECOND-CLASS TOWNSHIPS: Bedminster, Bensalem, Buckingham, Doylestown, Falls, Hilltown, Lower Makefield, Lower Southampton, Middletown, New Britain, Newtown, Northampton, Plumstead, Solebury, Upper Makefield, Upper Southampton, Warminster, Warrington, Warwick, Wrightstown.

MONTGOMERY COUNTY:

BOROUGHES: Ambler, Bridgeport, Bryn Athyn, Collegeville, Conshohocken, East Greenville, Green Lane, Hatboro, Jenkintown, Lansdale, Norristown, North Wales, Pennsburg, Pottstown, Red Hill, Rockledge, Royersford, Schwenksville, Souderton, Telford, Trappe, West Conshohocken.

FIRST-CLASS TOWNSHIPS: Abington, Cheltenham, Hatfield, Lower Moreland, Lower Pottsgrove, Plymouth, Springfield, Upper Dublin, Upper Gwynedd, Upper Moreland, Upper Pottsgrove, West Norriton, West Pottsgrove, Whitmarsh.

SECOND-CLASS TOWNSHIPS: East Norriton, Franconia, Horsham, Limerick, Lower Frederick, Lower Gwynedd, Lower Providence, Lower Salford, Marborough, Montgomery, Perkiomen, Salford, Skippack, Towamencin, Upper Frederick, Upper Merion, Upper Providence, Upper Salford, West Vincent, Whitpain, Worcester.

CHESTER COUNTY:

CITY: Coatesville.

BOROUGHES: Avondale, Downingtown, Kennett Square, Malvern, Modena, Oxford, Parkesburg, Phoenixville, South Coatesville, Spring City, West Chester, West Grove.

FIRST-CLASS TOWNSHIP: Caln.

SECOND-CLASS TOWNSHIPS: Birmingham, Charlestown, East Bradford, East Brandywine, East Caln, East Coventry, East Fallowfield, East Goshen, East Marlborough, East Nantmeal, East Nottingham, East Pikeland, East Vincent, East Whiteland, Easttown, Elk, Franklin, Highland, Kennett, London Britain, Londonderry, London Grove, Lower Oxford, New Garden, Newlin, New London, North Coventry, Penn, Pennsburg, Pocopson, Sadsbury, Schuylkill, South Coventry, Thornbury, Tredyffrin, Upper Oxford, Upper Uwchland, Uwchland, Valley, Wallace, Warwick, West Bradford, West Brandywine, West Caln, West Fallowfield, West Goshen, West Marlborough, West Nantmeal, West Nottingham, West Pikeland, West Sadsbury, Westtown, West Vincent, West Whiteland, Willistown.

YORK COUNTY:

BOROUGH: Delta.

SECOND CLASS TOWNSHIPS: Chanceford, Fawn, Lower Chanceford, Peach Bottom.

HOW TO USE LOOSE-LEAF TARIFF

1. This Tariff is issued on the loose-leaf plan. Each page will be issued as "original page," consecutively numbered, commencing with the title page, which in all cases will be considered as Page No. 1. For example: "Original Page No. 2", "Original Page No. 3," etc.
2. All changes in, additions to, or eliminations from, original pages, will be made by the issue of consecutively numbered supplements to this Tariff and by reprinting the page or pages affected by such change, addition, or elimination. Such supplements will indicate the changes which they effect and will carry a statement of the make-up of the Tariff, as revised. The Table of Contents will be reissued with each supplement.
3. When a page is reprinted the first time, it will be designated under the P.U.C. number as "First Revised Page No....," the second time as "Second Revised Page No....," etc. First revised pages will supersede original pages; second revised pages will supersede first revised pages, etc.
4. When changes or additions to be made require more space than is available, one or more pages will be added to the Tariff, to which the same number will be given with letter affix. For example, if changes were to be made in Original Page No. 2 and, to show the changed matter, more than one page should be required, the new page would be issued as "First Revised Page No. 2, superseding Original Page No. 2"; and the added page would be issued as "Original Page No. 2A." If a second added page should be required, it would be issued as "Original Page No. 2B." Subsequent reprints will be consecutively designated as "First Revised....," "Second Revised....," etc.
5. On receipt of a revised page it will be placed in the Tariff immediately following the page which it supersedes, and the page which is to be superseded thereby plainly marked "See following page for pending revision." On the date when such revised page becomes Effective the page superseded should be removed from the Tariff.

DEFINITION OF TERMS AND EXPLANATION OF ABBREVIATIONS

- a.c. - alternating current Advanced Meter - Advanced Meter shall have the meaning set forth in the Electric Generation Supplier Coordination Tariff. (C)
- Advanced Meter Services - Advanced Meter Services shall have the meaning set forth in the Electric Generation Supplier Coordination Tariff. (C)
- Advanced Meter Service Provider or AMSP - The Company or an EGS that provides Advanced Meter Services.
- AEPS – Alternative Energy Portfolio Standard – statute that requires electric distribution companies and electric generation suppliers to acquire a certain percentage of their energy from alternative energy sources. (C)
- available rate - A rate which may be obtained by a customer if the use of service conforms to the character of service contemplated in the rate, and the location is such that this service can be supplied from existing facilities of the Company.
- bad credit (for deposit purposes) - A customer has bad credit if the customer has been delinquent on two consecutive bills or three or more bills in the last twelve billing cycles. Industrial and commercial customers shall also have bad credit if the customer is insolvent (as evidenced by a credit report prepared by a reputable credit bureau or credit reporting agency or public financial data, liabilities exceeding assets or generally failing to pay debts as they become due) or tendered two or more checks which the drawee returns as unpaid, within the last twelve billing cycles.
- Base Rate (or rate) - The Base Rates are Rates R, RT, R-H, , OP, RS-2, GS, PD, HT, POL, SL-P, SL-S, SL-E, TL, EP, and AL
- billing demand - The calculated or measured demand after correction, if any, for power factor; except that the billing demand may be limited to a minimum figure.
- Btu - British thermal unit.
- capacity charge - A charge based upon demand, either with or without power factor correction.
- Competition Act - The Electricity Generation Customer Choice and Competition Act, 66 Pa.C.S. §2801, et seq.
- Competitive Energy Supply - unbundled energy and capacity provided by an Electric Generation Supplier.
- Consolidated EDC Billing - Billing provided by the Company as provided for in the Electric Generation Supplier Coordination Tariff. (C)
- Consolidated EGS Billing - Billing provided by an EGS as provided for in Electric Generation Supplier Coordination Tariff. (C)
- Continuous service – Service which the Company endeavors to keep available at all times.
- creditworthy - A creditworthy customer pays the Company's charges as and when due and otherwise complies with the Rules and Regulations of this Tariff or the PaPUC. To determine whether a customer is creditworthy with respect to a particular account, the Company will evaluate the customer's record of paying Company charges for all of the customer's other Company accounts, and may also take into consideration the customer's general credit.
- customer - Any person, partnership, association, or corporation, lawfully receiving service at a single meter location from the Company. For purposes of billing for an Electric Generation Supplier (as defined below), the term customer may include all meter locations for which a summary bill is provided. In addition, unless explicitly prohibited by the Public Utility Code or the Commission's Rules and Regulations, an EGS may act as agent for an end use customer upon written authorization to PECO Energy which may be part of the notice of EGS selection. (C)
- customer's service extension - The facilities extending from the customer's service-receiving equipment to the Company's service supply lines.
- Default Service (DS) - The provision of energy or energy and capacity by PECO Energy as Default Service Provider to customers that are: (1) not eligible to obtain Competitive Energy Supply, (2) choose not to obtain Competitive Energy Supply, (3) return to default service after having obtained Competitive Energy Supply or Competitive Default Service, or (4) who contract for Competitive Energy Supply from an EGS (as defined below) that fails to deliver such energy or energy and capacity. (C)
- Default Service Provider (DSP) – The incumbent EDC within a certificated service territory or a Commission approved alternative supplier of electric generation. (C)
- demand - The maximum rate-of-use of energy during a specified time interval, expressed in kilowatts.

(C) Indicates Change

DEFINITION OF TERMS AND EXPLANATION OF ABBREVIATIONS (continued)

- Direct Access - Direct Access shall have the meaning set forth in the Competition Act.
- Electric Distribution Company (EDC) - Electric Distribution Company (EDC) shall have the meaning set forth in the Competition Act. (C)
- Electric Generation Supplier (EGS) - Electric Generation Supplier (EGS) shall have the meaning set forth in the Competition Act.
- Electric Generation Supplier Coordination Tariff (or Supplier Tariff)- PECO Energy's Electric Generation Supplier Coordination Tariff, provides procedures for EGS & PECO EDC interaction to make arrangements necessary to implement Direct Access for retail customers.
- Energy Supply Charge - PECO Energy's charge for energy or energy and capacity to customers that receive Default Service. (C)
- energy charge - a charge based upon kilowatt-hours of use.
- FERC - the Federal Energy Regulatory Commission.
- Fixed Distribution Service Charge - A charge to recover costs caused by the presence of the customer on the system other than the costs associated with the customer's demand or energy consumption. (C)
- Holidays - New Year's Day, Martin Luther King, Jr.'s Birthday, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day and Sundays. (C)
- hp, horsepower - As used herein, horsepower shall be computed as the equivalent of 750 watts.
- initial contract term - An initial contract term for a service location shall be 1) the customer's first Term of Contract for service to the location or 2) the first Term of Contract after the customer changes service for a location to a different Rate.
- kV, kilovolts - 1000 volts.
- kVa, kilovoltampere - Unit of measurement of rate-of-use which determines electrical capacity required; it is obtained by multiplying the voltage of a circuit by its amperage.
- kW, kilowatt - Unit of measurement of useful power
- kWh, kilowatt-hour - Unit of measurement of energy; an amount equivalent to the use of one kilowatt for one hour.
- lumen - Unit of measurement of quantity of light.
- measured demand - A customer's highest demand during a 30 minute time interval in a billing period
- month - A month under this Tariff means 1/12 of a year, or the period of approximately 30 days between two regular consecutive readings of the Company's meter or meters installed on the customer's premises.
- PaPUC or Commission - The Pennsylvania Public Utility Commission.
- PECO Energy or the Company - PECO Energy Company.
- point of delivery - The single point at which the service-supply lines of the Company terminate and the customer's facilities for receiving the service begin.
- PJM - PJM shall mean the PJM Interconnection, L.L.C.
- PJM System - PJM System shall mean the transmission facilities located in the Mid-Atlantic Region that are controlled by PJM.
- power factor - As used herein, power factor is, in a single-phase circuit, the ratio of the watts to the voltamperes, and in a polyphase circuit, is the ratio of the total watts to the vector sum of the volt-amperes in the several phases.
- Principle Office - The Company's Main Office Building is located at 2301 Market Street, Philadelphia, Pa. 19103.
- property line - The division line between land held in or for private use, and land in which the public or the Company has a right of use; or, the division line between separately owned or occupied land. (C)

(C) Indicates Change

DEFINITION OF TERMS AND EXPLANATION OF ABBREVIATIONS (continued)

Separate EDC Billing - Billing provided by the Company as provided for in the Electric Generation Supplier Coordination Tariff. (C)

Separate EGS Billing - Billing provided by an EGS as provided for in the Electric Generation Supplier Coordination Tariff. (C)

service - The distribution of energy for use by the customer, including all things done by the Company in connection with such distribution.

- standard single-phase secondary: alternating current, 60 hertz:
 - (a) nominally 120/240 volts, 3 wires;
 - (b) nominally 120 volts, 2 wires to installations consisting of not more than two 15-ampere branch circuits; nominally 120/208 volts, 3 wires, for residential service, where available in conjunction with standard polyphase secondary 120/208 volts, 3-phase, 4 wires.
- standard polyphase secondary; alternating current, 60 hertz. Only one service is available to a building unless the demand exceeds the service capacity for the associated voltage described below. If the demand exceeds a service capacity, additional secondary services at the same voltage level may be provided. For purposes of determining service capacity limits, a building is defined as a structure, separated from other structures, or a portion of a contiguous structure separated from the remainder of the structure by approved firewalls. When demand or service voltage requires the installation of transformation on the owner's premises, the transformation shall consist of a pad mounted transformer installed at a location provided by the owner and approved by the Company outside the building or a transformer bank installed inside the building in a vault located on the ground floor or one story below grade, meeting National Electrical Code requirements. The Company will not install, own or maintain any conductors inside or beneath a building nor install indoor transformation in areas supplied by or designated to be supplied at 33,000 volts or greater.
 - (a) nominally 120/240 volts, 2-phase, 5 wires; only available in areas supplied by 2-phase distribution facilities located along public highways or private rights-of-way and limited to service capacities of 100 kVa or less;
 - (b) nominally 240 volts, 3-phase, 3 wires; a fourth wire neutral will be extended for the supply of 120/240 volt single-phase equipment in combination with the service where the service capacity required does not exceed 15 kVa on any one of the phases. Where the demand to a single premises exceeds 100 kVa, transformers will be installed on the premises at a suitable location provided by the owner. The service capacity is limited to 300 kVa for transformers located inside the building and 750 kVa for transformers located outside the building.
 - (c) nominally 120/208 volts, 3-phase, 4 wires, (where 3-phase distribution is available) for the exclusive supply of secondary service to a building or group of contiguous buildings occupied by one or more than one customer, with transformers and secondaries installed on the premises at suitable locations provided by the owner. The service capacity is limited to 750 kVa for transformers located either inside or outside the building. When a suitable transformer location is not reasonably available on the premises and the demand does not exceed 100 kVa, service may be supplied at the Company's discretion from aerial distribution facilities located along public highways.
 - (d) nominally 277/480 volts, 3-phase, 4 wires (where 3-phase distribution is available) for the exclusive supply of secondary service to a building occupied by one or more than one customer with transformers and secondaries installed on the premises at suitable locations provided by the owner. The service capacity is limited to 750 kVa for transformers located inside the building and 1,500 kVa for transformers located outside the building.
- standard primary - unregulated alternating current, 60 hertz, nominally 2,400 volts, 2-phase, 3 wires, or nominally 4,160 volts, 3-phase, 3 or 4 wires. Availability of these voltages is limited to those locations served at these voltages as of July 6, 1987.
- standard high tension - unregulated alternating current, 60 hertz, 3-phase, 3 wires (4-wire, 13 kV service is available in areas that have been converted to 13 kV distribution):

Where two or more such standard voltages are present in a given area, the Company will select the service voltage at which the required service can be supplied most economically. Nominally 13,200, 33,000, 69,000, 138,000 or 230,000 volts as available in the various sections of the Company's service territory for loads of such character as to require supply at one of such voltages in order not to impose unsatisfactory service conditions on the Company's supply system, or for loads of such character that supply at one of such voltages is desired both by the Company and the customer. For service at 13,200 or 33,000 volts, where the customer's demand exceeds 7,000 kW, the owner may be required to provide a suitable location on the premises for the installation of Company's transformation equipment.

The Company's charges for service, which are comprised of the Fixed Distribution Service Charge and Variable Distribution Service Charge, are nonbypassable and must be paid by any customer regardless of the voltage level at which the customer is served.

Service-supply lines - The facilities (conductors, cables, conduits, etc.) extending from the Company's facilities in the highway or other trunk line location to the facilities owned and maintained by the customer.

(C) Indicates Change

DEFINITION OF TERMS AND EXPLANATION OF ABBREVIATIONS (continued)

Summary billing account - An aggregate bill prepared for two or more meter locations owned or legally controlled by the same partnership, association, corporation, or governmental agency etc. for: (1) the Company's charges for service; and/or (2) an EGS's charges for Competitive Energy Supply, as permitted by Rule 2.2.

Tariff - this Electric Service Tariff comprising the Base Rates, rules and regulations which in conjunction with Pennsylvania Public Utility Law and Pennsylvania Public Utility Commission Regulations govern the distribution of electric energy including all things done by the Company in connection with such distribution, and/or the supply of electric energy under Default Service, and other PaPUC jurisdictional services.

Variable Distribution Service Charge - the variable energy supply charges for the provision of unbundled distribution service, including all things done by the Company in connection with such distribution service.

(C) Indicates Change

PECO Energy Company**RULES AND REGULATIONS****1. THE TARIFF**

1.1 FILING AND POSTING. A copy of this Tariff, which comprises the Rates, Rules and Regulations under which service and Default Service will be provided to its customers by PECO Energy, is on file with the Commission and is posted and open to inspection at the Principle Office of the Company. (C)

1.2 REVISIONS. This Tariff may be revised, amended, supplemented or otherwise changed from time to time in accordance with the Pennsylvania "Public Utility Law", and such changes, when Effective January 1, 2011, shall have the same force as the present Tariff. (C)

1.3 APPLICATION. The Tariff provisions apply to everyone lawfully receiving service from the Company, under the rates therein, and the recipient of service, whether service is based upon contract, agreement, accepted signed application, or otherwise, shall be subject to the terms of the Tariff. In addition, the rates therein shall apply to everyone receiving service unlawfully or otherwise, including unauthorized use as referred to in Rule 4.7 of this Tariff. A customer will receive service under the rates and riders of this tariff Effective January 1, 2011 with their first scheduled billing cycle beginning January 1, 2011 or as otherwise indicated in this tariff. (C)

1.4 BASIS OF CHARGE. Time elapsed is a factor in the supply of service and the rates and minimum charges named in this Tariff, while predicated on periods of supply of not less than one year, are stated in values for direct application only to monthly periods of service supply and will be adjusted for application to service supplied during other time intervals.

1.5 RULES AND REGULATIONS. The Rules and Regulations, filed as part of this Tariff, are a part of every contract for service made by the Company and govern all classes of service where applicable, unless specifically modified by a rate or rider provisions. The obligations imposed on customers in the Rules and Regulations apply as well to everyone receiving service unlawfully and to unauthorized use of service.

1.6 USE OF RIDERS. The terms governing the supply of service under a particular Base Rate may be modified or amended only by the application of those standard riders, filed as part of this Tariff, which are specifically mentioned as applicable to that rate in the Applicability Index of Riders.

1.7 STATEMENT BY AGENTS. No representative has authority to modify a Tariff rule or provision, or to bind the Company by any promise or representation contrary thereto. (C)

2. SERVICE LIMITATIONS

2.1 CHARACTER. This Tariff applies only to the distribution and/or supply of electric energy of the standard characteristics available in the locality in which the premises to be served are situated. The Company does not offer to distribute and/or supply electric energy of nonstandard characteristics.

2.2 SINGLE-POINT DELIVERY. Unless otherwise stated therein, the Base Rates in this Tariff for each class of service are based upon the Company's distribution and/or supply through a single delivery and metering point for the total requirements at each separate premises of -any person, partnership, association, or corporation, lawfully receiving service. Separate distribution and/or supply for the same customer at other points of consumption shall be separately metered and billed, except that: (1) when the Company is providing Consolidated EDC Billing, the Company will provide summary billing of its charges for and/or an EGS' charges for Competitive Energy Supply at the EGS' request; and (2) when the Company is providing Separate EDC Billing, the Company will provide summary billing of its charges. (C)

2.3 SINGLE-POINT AVAILABILITY. Service delivered at a single point is available to one or more buildings or units devoted essentially to a single purpose, provided and so long as:

- (a) Such buildings or units are:
 - (1) held, possessed, and either utilized or operated as a single establishment by a single responsible entity, and
 - (2) unified on the basis of family, business, industry, enterprise, or governmental agency or through conveniences and services, such as heat, elevator, janitor, care of halls, walks and lawns, etc., furnished by such entity, and
 - (3) situated on a single or on contiguous land parcels except where such buildings or units constitute interdependent parts of a single industrial enterprise. In determining "contiguity" hereunder of parcels abutting opposite sides of public or private ways, the boundaries of such parcels shall be considered as extending to the center of such ways.
- (b) There is granted and maintained to the Company easement or other rights, adequate in the Company's reasonable judgment to supply service direct to any such buildings or units if, as and when a cessation of any one or more of the conditions stated in paragraph lettered "a" above should occur, or there should arise in any manner a Company duty of such direct supply.

(C) Indicates Change

RULES AND REGULATIONS (continued)

- (c) The transforming, receiving and distribution facilities on the customer's side of the delivery point are:
 - (1) furnished, installed and maintained at the expense of the customer, and
 - (2) owned or leased by the customer, and
 - (3) operated and controlled by or at the expense of the customer.
- (d) The Company is under no legal obligation of direct supply to any portion of said building or units or their appurtenances.
- (e) A guarantee by deposit or otherwise is given and maintained to the Company sufficient in its reasonable judgment to insure it against loss in primary, secondary and/or distribution investment in the event of change in the nature of holding and possession of such buildings or units, or in the occupancy thereof, or in the type of service delivered thereto.
- (f) All utilization equipment on the customer's side of the Company delivery point is furnished, installed, operated and maintained by the operator of the building or units supplied or by the tenants of such operator whose use of electricity is dependent upon the single-point delivery and metering of service.
- (g) Any use of public highways by such operator for the latter's distribution facilities does not conflict or interfere with the franchise rights of the company.

2.4 COMPLIANCE WITH AVAILABILITY. The use of the Company's service shall not be for any purpose other than that covered by the availability provisions of the applicable Base Rate and/or riders.

2.5 SINGLE-PHASE UP TO 150 KVA. Single-phase secondary service is available for loads up to 150 kVa. Loads in excess of this amount will be supplied polyphase service.

2.6 POLYPHASE LOADS AGGREGATING LESS THAN 7-1/2 HP. Polyphase service is not available for installations aggregating less than 7-1/2 horsepower, unless the excess cost of supplying polyphase rather a single-phase service is borne by the customer.

2.7 MOTORS. Service is not available to motors which do not meet the Company's standard requirements.

2.8 COMPLIANCE WITH BUILDING ENERGY CONSERVATION ACT STANDARDS. Before receiving any electric service to or for new or renovated residential buildings or additions thereto, as defined by Pennsylvania Building Energy Conservation Act (BECA) as amended by Act 98 of 1985, applicants for service must provide the Company with the compliance certification copy of the Pennsylvania Department of Community Affairs (DCA) "Notice of Intent to Construct" form as processed by DCA. A compliance certification copy of "Notice of Intent to Construct" will not be required by the Company if the new or renovated residential building is located in a municipality which has elected to administer the BECA and requires that a notice of intent to construct be filed with the municipality before or at the time that application is made for a building permit and the notice has, in fact, been filed.

3. CUSTOMER INSTALLATION

3.1 INFORMATION FROM THE CUSTOMER. The Company should be advised by the customer or applicant for service, in writing, preferably on a form supplied by the Company, of premises to be equipped for service, giving exact location, and details of all current consuming devices to be installed.

The customer shall supply the Company any and all information in its possession regarding potential or actual contamination, waste or hazardous materials or other adverse environmental conditions on the customers' premises on or near where the Company facilities are to be located. The customer has a continuing obligation to provide the Company with such information relating to the premises as the customer receives it. The Company also has a continuing right to inspect the customers' premises for the purposes of performing an environmental assessment.

3.2 METER LOCATION. There shall be provided, free of expenses to the Company, at a location which the Company or another AMSP will designate in writing upon request, outdoors at its option, a suitable place for the meter or meters and any other supply, protective or control equipment of the Company or another AMSP which may be required in the provision of service. The location shall be determined in accordance with the performance specifications developed in accordance with Appendix C of the Joint Petition for Full Settlement.

3.3 POINT OF DELIVERY. The Company will designate in writing, upon request, a satisfactory point of delivery where the customer shall terminate the wiring and facilities for connection to the distribution lines of the Company. The failure to request and obtain such location may result in refusal of service pending rearrangement of customer's facilities, but the designation of a point of delivery does not constitute an agreement or obligation on the part of the Company to furnish service.

In establishing a point of delivery, the Company has the right to avoid areas known or suspected to contain contamination, waste or hazardous materials or other adverse environmental conditions. The customer will have the option of extending its own facilities to the Company's point of service delivery.

The Company may waive this right of avoidance upon agreement by the customer or applicant to indemnify, defend, and hold harmless the Company (its successors, assigns, trustees, officers, employees and agents) from and against all actions, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, losses, charges, debts and liabilities whatsoever

RULES AND REGULATIONS (continued)

(including attorney's fees), whether known or unknown, present or future, that arise from such conditions. This indemnification provision shall survive the termination or expiration of said agreement and the termination of the business relationship of the parties thereto.

3.4 SERVICE ENTRANCE EQUIPMENT. All equipment beyond the point of delivery, except the meter, shall be installed by the customer. Installation shall be in conformity with the National Electrical Code and the Company's published "Electric Service Requirements", and shall include, where necessary, an approved sealable device for mounting a meter. The meter will be supplied, owned and sealed by the Company or another AMSP.

3.5 SECONDARY SERVICE CONNECTION. (a) Wiring of any premises for connection to overhead lines must be brought outside of the building wall to a location designated or approved by the Company, at which point the house wiring must extend at least 3 feet for attachment to the Company's service-supply lines. (b) Service connections to the Company's underground facilities shall terminate on the customer's premises in an approved connection box from which customer's wiring shall extend to the other service entrance equipment.

3.6 UNDERGROUND SERVICE. Customers desiring an underground service from overhead wires must bear the excess cost incident thereto. Specifications and terms for such construction will be furnished by the Company on request.

3.7 NONSTANDARD SERVICE. The customer or applicant for service shall pay the cost of any special installation necessary to meet the unusual requirements of the customer or applicant for service, including but not limited to: (1) service at other than standard voltages, (2) service for loads that will be intermittent and which, in the Company's sole judgment, would not generate sufficient revenue to recover the installation costs of the required facilities, (3) service for loads that will be continuous but that will generate minimal usage, and which, in the Company's sole judgment, would not generate sufficient revenue to recover the installation costs of the required facilities, and (4) service for loads that will require provision of closer voltage regulation than required by standard service.

The customer or applicant shall pay all costs to the Company of performing environmental assessments, including, but not limited to, the cost of consultants utilized by the Company, the cost of removal and disposal of contamination, waste or hazardous materials or dealing with other adverse environmental conditions associated with either the initial installation, modification, repair, maintenance or removal of service facilities.

3.8 RELAY PROTECTION. The customer must install at the customer's own expense a reverse-phase relay of approved type on all alternating current motors for passenger and freight elevators, hoists, and cranes, and a reverse-power relay for parallel operation.

4. APPLICATION FOR SERVICE

4.1 PLACE OF APPLICATION. Customers may apply for service at the Company's Principle Office or, in some cases, over the telephone.

4.2 SERVICE CONTRACT. Every applicant for service may be required to sign a contract, agreement, or other form then in use by the Company, covering the special circumstances of the use of service, and shall abide by these Rules and Regulations and the standard requirements of the Company.

4.3 CONTRACT DATA. The application shall contain a statement of the premises to be served, the rate under which service is desired, and such conditions or riders as are applicable to the special circumstances of the case.

4.4 RIGHT TO REJECT. The Company may place limitations on the amount and character of service it will supply or may reject applications for service: not available under a standard rate; which might affect service to other customers; which is to be delivered at a location or at a standard voltage that involves excessive cost; for bad credit; for the applicant's failure to provide identifying documentation; when an applicant's self-identification cannot be verified; or for other good and sufficient reasons. Customers cannot be denied Default Service or new service for failure to pay an EGS's charges. (C)

The Company has the right to restrict service to only those locations which will not expose the Company to liability for known or suspected contamination, waste or hazardous materials or other adverse environmental conditions.

4.5 ACCEPTANCE. Before the Company affirmatively accepts an application, the Company will consider the application to be "pending". When an application is accepted, it constitutes the contract between the customer and the Company, subject to the Rules and Regulations. A customer or other recipient of service also becomes contractually obliged to the Company when service is provided according to the application either with or without modification, or when the customer otherwise receives service.

4.6 SPECIAL CONTRACTS. Standard contracts shall be for terms as specified in the statement of the rate, but where large or special investment is necessary for the supply of service, or where service is to be used for an emergency or temporary replacement of another method of operation, contracts of longer term than specified in the rate, or with special guarantees of revenue, or both, may be required.

(C) Indicates Change

RULES AND REGULATIONS (continued)

(C)

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.

5.2 PRIOR DEBTS. Service will not be furnished to former customers until any indebtedness to the Company for previous service of the same 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. For customers for whom the Company provides Consolidated EDC Billing or Separate EDC Billing, before the Company will render service or continue to render service, the Company may require an applicant for service or a current customer that has bad credit or an applicant for service whose credit is not established, 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 compliance with the Company's Rules and Regulations. Any residential customer, having secured the return of a deposit, shall not be required to make a new deposit unless the service has been discontinued or terminated, or unless the customer has bad credit. In addition, the Company may require industrial and commercial customers for which it provides 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.

5.4 AMOUNT OF DEPOSIT. For residential customers the deposit will be equal to one-sixth of the applicant's or customers 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 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) Indicates 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. For non-residential customers such refund or credit will be made at the time the customer becomes creditworthy. 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.

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. 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 will report to a national credit bureau only on credit history associated with the portion of the past due amount attributable to the Company's charges.

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.

RULES AND REGULATIONS (continued)**7. EXTENSIONS**

7.1 TRUNK LINE CONSTRUCTION. The Company will construct, own and maintain overhead or underground distribution facilities, either secondary, primary, or high tension, located on the highway or on rights-of-way acquired by the Company and used or usable as part of the Company's general distribution system.

7.2 LINE EXTENSIONS FOR STANDARD SERVICE**A. DEFINITIONS**

For the purposes of this rule, when capitalized herein, the below terms shall have the following meanings:

- (1) **Line Extension** -- A single-phase or polyphase addition to the public utility electric supply line for the purpose of supplying standard service (as described under Rule 2 above, but not including Line Extensions for nonstandard service as described in Rule 3.7 above) which addition is so located that it cannot be supplied by means of a service line from the existing electric supply line.
- (2) **Contractor Cost** -- The amount paid by the Company to a contractor for work performed on a Line Extension.
- (3) **Customer** -- End use customer of the Company, or a developer.
- (4) **Direct Labor Cost** -- The pay and expenses of the Company employees directly attributable to work performed on Line Extensions, but not including construction overheads or payroll taxes, workmen's compensation expenses or similar indirect expenses.
- (5) **Direct Material Cost** -- The purchase price of materials used for a Line Extension, but not including related storage expenses. In computing Direct Material Costs, proper allowance shall be made for unused materials, materials recovered from temporary structures, and discounts allowed and realized in the purchase of materials.
- (6) **Total Construction Cost** -- For single-phase Line Extensions, the estimated total cost to the Company for the construction of the Line Extension, which cost shall include: Contractor Cost, Direct Labor Cost, and Direct Material Cost. For polyphase Line Extensions, the estimated total cost to the Company for the construction of the Line Extension, which cost shall include: Contractor Cost, Direct Labor Cost, Direct Material Cost and allocated overheads.
- (7) **Capacity Adjusted Cost** -- For polyphase Line Extensions, the Total Construction Cost of a Line Extension multiplied by the percentage of that Line Extension's capacity installed to serve the Customer's capacity needs.
- (8) **Revenue Guarantee Contribution** -- The estimated Variable Distribution Service Charges, as defined in the "Definitions of Terms and Explanation of Abbreviations" Section of this tariff, to be received by the Company from the Customer for a twelve (12) month period commencing with the first month after the Line Extension is completed.

B. SINGLE-PHASE LINE EXTENSIONS FOR STANDARD SERVICE. For a Customer whose use of the Line Extension is not speculative, the Company will construct a single-phase Line Extension as follows. The Company will construct a Line Extension up to 2,500 feet without a charge to the Customer. For Line Extensions over 2,500 feet, a Customer shall pay the Company a contribution in aid of construction ("CIAC") equal to the amount by which the Total Construction Cost of the Line Extension beyond 2,500 feet exceeds the Customer's Revenue Guarantee Contribution for the first three (3) year period after the Line Extension is completed. A Customer who is not a developer must pay the CIAC in full prior to the construction of the single-phase Line Extension.

C. POLYPHASE LINE EXTENSIONS FOR STANDARD SERVICE. For a Customer whose use of the Line Extension is not speculative, the Company will construct a polyphase Line Extension, as follows. A Customer must pay the Company a CIAC equal to the amount by which the Capacity Adjusted Cost of the Line Extension exceeds the Customer's Revenue Guarantee Contribution for the first five (5) year period after the Line Extension is completed. A Customer who is not a developer must pay the CIAC in full prior to the construction of the polyphase Line Extension.

D. DEVELOPERS. Prior to the construction of any Line Extension, a developer may, in lieu of paying the full CIAC, pay a minimum of 35 percent (35%) of the CIAC and, for the remaining amount, post a surety bond in a form reasonably acceptable to the Company. The unpaid portion of the CIAC is subject to interest at the then applicable prime rate and is payable no later than twelve (12) months from the date of the initial payment.

RULES AND REGULATIONS (continued)

E. **SPECULATIVE LINE EXTENSIONS.** A Line Extension is speculative when, in the Company's reasonable opinion there is doubt: (1) as to the continued use, or the level of use, of the new Line Extension by the Customer; or (2) as to the Company's recovery of the Total Construction Cost for a polyphase Line Extension if a Capacity Adjusted Cost is applied.

Under the first scenario of a speculative Line Extension, the Company will construct the Line Extension for a Customer, as follows: pursuant to an individual contract between the Customer and the Company, in addition to any CIAC, the Customer may be required to provide the Company a customer advance in the form of an up-front payment, or, if mutually agreed to by the Customer and the Company, a surety bond in the amount of the Customer's Revenue Guarantee Contribution used in the CIAC calculation as set forth in Part B or C above, as applicable ("Customer Advance"). If, after three (3) years for a single-phase Line Extension, or five (5) years for a polyphase Line Extension, the Customer's Variable Distribution Service Charges have met or exceeded the Customer Advance, the Company will either: (1) return the Customer Advance to the Customer if an up-front payment has been made; or (2) terminate the Customer's obligation to maintain the surety bond.

Under the second scenario of a speculative Line Extension, the Company will construct a polyphase Line Extension for a Customer, as follows: the Customer must pay the Company a CIAC equal to the amount by which the Total Construction Cost of the polyphase Line Extension exceeds the Customer's Revenue Guarantee Contribution for the first five (5) year period after the Line Extension is completed. The Customer may receive a refund of all or part of the CIAC paid if, during that five (5) year period, additional Customers have connected to the Line Extension for which the Customer paid the CIAC. The refund, if any, will be calculated based on the load of the connecting Customers.

7.3 UNDERGROUND SERVICE IN NEW RESIDENTIAL DEVELOPMENTS.

A. For the purposes of this rule, the following words and terms shall have the following meanings, unless the context clearly indicates otherwise:

1. **Applicant For Electric Service** - The developer of: a recorded plot plan consisting of five or more lots; or one or more five-unit apartment houses.
2. **Developer** - The party responsible for construction and providing improvements in a development; that is, streets, sidewalks, and utility-ready lots.
3. **Development** - A planned project which is developed by a developer/applicant for electric service set out in a recorded plot plan of five or more adjoining unoccupied lots for the construction of single-family residences, detached or otherwise, mobile homes, or apartment houses, all of which are intended for year-around occupancy, if electric service to such lots necessitates extending the Company's existing distribution lines.
4. **Distribution Line** - An electric supply line of untransformed voltage from which energy is delivered to one or more service lines.
5. **Service Line** - An electric supply line of transformed voltage from which service is delivered to the residence.
6. **Subdivision** - A tract of land divided by a subdivider into five or more adjoining unoccupied lots for the construction of single-family residences, detached or otherwise, or apartment houses, all of which are intended for year-around occupancy, if electric service to such lots necessitates extending the Company's existing distribution lines.

RULES AND REGULATIONS (continued)

B. INSTALLATION OF DISTRIBUTION AND SERVICE LINES. All distribution and service lines installed pursuant to an application for electric service within a development will be installed underground, and will be owned and maintained by the Company. Pad-mounted transformers may be installed at the option of the Company. Excavating and backfilling will be performed by the developer of the project or by such other agent as the developer may authorize. Installation of service-related facilities will be performed by the Company or by such other agent as the Company may also be installed underground, upon terms and conditions prescribed elsewhere in this tariff. The Company will not be liable for injury or damage occasioned by the willful or negligent excavation breakage, or other interference with its underground lines occasioned by anyone other than its own employees or agents.

Nothing in this section shall prohibit the Company from performing its own excavating and backfilling for greater system design flexibility. However, no charges other than those specified in Section 57.83(4) of Title 52 shall be permitted.

C. APPLICANTS FOR SERVICE. The applicant for service to a development shall conform with the following:

- (1) At its own cost, provide the Company with a copy of the recorded development plot plan identifying property boundaries, and with easements satisfactory to the Company for occupancy by distribution, service and street-lighting lines and related facilities.
- (2) At its own cost, clear the ground in which the lines and related facilities are to be laid of trees, stumps and other obstructions, provide the excavating and backfilling subject to the inspection and approval of the Company, and rough grade it to within six inches of final grade, so that the Company's part of the installation will consist only of laying of the lines and installing other service-related facilities. Excavating and backfilling performed or provided by the applicant will follow the Company's underground construction standards and specifications set forth by the Company in written form and presented to the applicant at the time of application for service and presentation of the recorded plot plan to the Company. If the Company's specifications have not been met by the applicant's excavating and backfilling, such excavating and backfilling will be corrected or redone by the applicant or its authorized agent. Failure to comply with the Company's construction standards and specifications permits the Company to refuse utility service until such standards and specifications are met.
- (3) Request service at such time that the lines may be installed before curbs, pavements and sidewalks are laid; carefully coordinate scheduling of the Company's line and facility installation with the general project construction schedule, including coordination with any other utility sharing the same trench; keep the route of lines clear of machinery and other obstructions when the line installation crew is scheduled to appear; and otherwise cooperate with the Company to avoid unnecessary costs and delay.
- (4) Pay to the Company any necessary and additional costs incurred by the Company as a result of the following:
 - a. Installation of underground facilities that deviate from the Company's underground construction standards and specifications if such deviation is requested by the applicant for electric service and is acceptable to the Company.
 - b. A change in the plot plan by the applicant for electric service after the Company has completed engineering for the project and/or has commenced installation of its facilities.
 - c. Physical characteristics such as oversized lots or lots with extreme set-back where under the Company's line extension policy contained in this tariff a change is mandated for overhead service.
- (5) No charges other than those described in paragraph (4) of this subsection shall be borne by the applicant for electric service or by any other utility sharing the same trench, even if the Company elects to perform its own excavating and backfilling.

D. APPLICABILITY. The provisions of this rule will apply to all applications for service to developments, herein before defined, which are filed after the Effective January 1, 2011 date of this tariff.

E. SUBDIVISIONS. Underground facilities in new residential developments are only required by Sections 57.81 through 57.87 of Title 52 when a bona fide developer exists, i.e., only when utility-ready lots are provided by the developer. A mere subdivision is not required to have underground service. However, should the lot owner or owners in a subdivision desire underground service, such service shall be provided by the Company if such lot owner or owners, at their option, either comply with Section 57.83 of title 52, or pay to the Company such charges as are contained in the Company's tariff for service not required by Title 52.

7.4 TAX ACCOUNTING OF CONTRIBUTIONS IN AID OF CONSTRUCTION AND CUSTOMER ADVANCES. All contributions in aid of construction (CIAC), customer advances or other like payments received by the Company shall constitute taxable income as defined by the Internal Revenue Service. The income taxes on such CIAC or customer advances will be segregated in a deferred account for inclusion in rate base in a future rate case proceeding. Such income taxes associated with CIAC or customer advances will not be charged to the specific contributor of the capital.

8. RIGHTS-OF-WAY

8.1 TERM AND RENTALS. When the premises of a customer is so located that the customer can be served only by facilities extending over the property of another, the customer shall accept service for such term as is provided in a permit or other applicable agreement covering the location and the maintenance of service equipment, and shall reimburse the Company for any and all special or rental charges that may be made for such rights by said permit or agreement.

RULES AND REGULATIONS (continued)

8.2 PROCUREMENT BY CUSTOMER. Customers applying for the construction of an extension may be required to secure to, and for, the Company, all necessary and convenient rights-of-way and to pay any associated costs.

8.3 DELAYS. Applications for service from an extension to be constructed where a right-of-way is not owned by the Company will only be accepted subject to delays incident to obtaining a satisfactory right-of-way.

9. INTRODUCTION OF SERVICE

9.1 WIRING IN PROGRESS. Service-supply lines will not be installed before the time that the customer's wiring of the premises is actually in progress.

9.2 INSPECTION. The Company reserves the right to refuse the introduction of service unless a written certificate of approval, satisfactory to the Company, has been received from a competent inspection agency authorized to perform this service in the specific locality in which service is to be provided.

9.3 COMPANY'S RIGHT TO INSPECT. The Company shall have the right, but shall not be obliged to inspect, any installation before it begins to deliver electricity or at any later time, and reserves the right to reject any wiring or appliances not in accordance with the Company's standard requirements; but such inspection, or failure to inspect, or to reject, shall not render the Company liable or responsible for any loss or damage, resulting from defects in the installation, wiring, or appliances, or from violation of Company rules, or from accidents which may occur upon the premises of the customer.

9.4 DEFECTIVE INSTALLATION. The Company may refuse to connect if, in its judgment, the customer's installation is defective, or does not comply with such reasonable requirements as may be necessary for safety, or is in violation of the Company's standard requirements.

9.5 UNSATISFACTORY INSTALLATION. The Company may refuse to connect if, in its judgment, the customer's equipment, or use thereof, might injuriously affect the equipment of the Company, or the Company's service to other customers.

9.6 FINAL CONNECTION. The final connection between the customer's installation and the Company's service lines shall be made by or under the supervision of a representative of the Company, except for standard single-phase secondary aerial service, in which case the customer may make the final connection in accordance with the Company's standard requirements.

9.7 NEW OR TRANSFER CUSTOMER CHARGE. When a customer's account for service is initiated or when a customer's account is transferred from one address to another address, there will be a charge of \$6.00 to cover the clerical expenses incurred by the Company. The State Tax Adjustment Clause applies to this charge.

10. COMPANY EQUIPMENT ON CUSTOMER'S PREMISES

10.1 COMPANY MAINTENANCE. The Company shall keep in repair and maintain its own property installed on the premises of the customer.

10.2 CUSTOMER'S RESPONSIBILITY. The customer shall be responsible for safekeeping of the Company's property while on the customer's premises. In the event of injury or destruction of any such property the customer shall pay the costs of repairs and replacement.

10.3 PROTECTION BY CUSTOMER. The customer shall protect the equipment of the Company on the premises, and shall not permit any person, except a Company employee having standard badge of the Company or other Company identification, to break any seals upon, or do any work on, any meter or other apparatus of the Company located on the customer's premises.

10.4 TAMPERING. In the event of the Company's meters or other property being tampered or interfered with, the customer being supplied through such equipment shall pay the amount which the Company may estimate is due for service used but not registered on the Company's meter, and for any repairs or replacements required, as well as for costs of inspections, investigations, and protective installations.

10.5 RIGHT OF ACCESS. The Company's identified employees shall have access to the premises of the customer at all reasonable times for the purpose of reading meters, and for installing, testing, inspecting, repairing, removing or changing any or all equipment belonging to the Company. In the event of an emergency, the Company shall have the right to access customer owned facilities and equipment for the purpose of restoring electric service, for the purpose of rendering the electric facilities safe and reliable, or for the purpose of reducing the likelihood of damage to the Company's facilities and equipment.

10.6 OWNERSHIP AND REMOVAL. All equipment supplied by the Company shall remain its exclusive property, and the Company shall have the right to remove the same from the premises of the customer at any time after the termination of service from whatever cause.

10.7 POLE REMOVAL OR RELOCATION REQUESTED BY RESIDENTIAL PROPERTY OWNERS. The cost for removal or relocation of distribution line poles and their associated attachments made pursuant to the request of a residential property owner who is not entitled to receive condemnation damages to cover the cost of such work shall be borne by the property owner and shall be limited to contractor, direct labor, and direct material costs incurred less maintenance expenses avoided as a result of the pole removal or relocation. The calculation of such cost for removal or relocation shall be in accordance with the Public Utility Commission Regulations - Title 52, Section 57.27.

RULES AND REGULATIONS (continued)

10.8 RELOCATION OF COMPANY FACILITIES REQUESTED BY NON-RESIDENTIAL PROPERTY OWNERS. Except as otherwise provided by law (e.g., 66 Pa.C.S. Section 2704, et seq.), a non-residential property owner, such as a builder, developer or contractor (Owner), shall pay to the Company the costs of relocation of Company facilities or equipment, made for the accommodation of the Owner or in fulfillment of the Owner's obligation to any public authority. A request for relocation of Company facilities shall be in writing. The relocation cost shall include labor (including overhead), materials, storeroom expense and transportation, less the depreciated value of any equipment replaced.

Where the relocation is done in conjunction with construction of a supply line to a development, the Company shall include in the relocation cost only those costs caused by the Owner's request.

The Company will notify the Owner in writing of the relocation cost. Advance payment of relocation costs will be required before the Company will commence the work, except, at the sole discretion of the Company, under special circumstances.

Where the relocation relates to a development that will generate additional revenue for the Company, the Company will give the Owner an initial credit against the relocation costs in an amount not to exceed 5% of the estimated annual revenue recovered through the Company's tariffed Variable Distribution Service Charges from the portion of the development under construction at the time of the relocation request. The Company will give the Owner an additional credit against relocation costs not to exceed 5% of the estimated additional revenue recovered through the Company's tariffed Variable Distribution Service Charges realized from new load on the PECO Energy system due to buildings not under construction at the time of the initial relocation but that are under roof within a five (5) year period from the date of completion of the relocation work. Credits will be held by the Company and distributed to the owner, on a pro-rated basis, as additional loads from the development are connected to PECO Energy's distribution system. No credits will be given for loads connected after the five year period from the date of completion of the relocation work. When the relocation is done in conjunction with extension of a line in accordance with §7.2 of the Tariff, the Company will include in the credit calculation only such estimated annual revenue that exceeds the minimum revenue guarantee required by §7.2.

The cost and expense of project changes which require a second relocation of the same Company facilities shall be borne solely by the party requesting the change without offset or credit.

10.9 AERIAL LINE CLEARANCE. In accordance with the requirements set forth in the National Electric Safety Code, the Company shall have the right to trim, remove, or separate trees, vegetation or any structures therein which, in the opinion of the Company, interfere with its aerial conductors, such that they may pose a threat to public safety or to system reliability.

10.10 ADVANCED METER SERVICES PERFORMED BY AMSPs. The provisions of this Rule 10 are subject to the terms of the Electric Generation Supplier Coordination Tariff.

(C)

11. TARIFF AND CONTRACT OPTIONS

11.1 CHOICE OF RATE. When the class of service-supply or conditions of use are such that two or more Base Rates are available, a customer shall select the Base Rate on which the customer will be billed.

11.2 COMPANY ASSISTANCE. The Company upon request will, to a reasonable extent, assist customers in selecting the most advantageous Base Rate or rate application (i.e., Base rate together with applicable riders).

11.3 RATE CHANGES. A customer may not change Base Rates during the "initial contract term" as defined in the "Definition of Terms and Explanation of Abbreviations" section above unless the Company agrees to permit the change. At any other time, a customer may change to a firm rate for which the customer qualifies upon 30 days notice to the Company. Customer ownership and obligation to maintain customer owned transformation facilities and equipment, as well as the point of delivery, will be unaffected by any Base Rate change initiated by the customer.

(C)

A customer may request that the Company modify the terms of its contract, other than the customer's Base Rate, but the Company will only allow such modification when, in the Company's sole judgment, the modification does not conflict with the Company's Tariff and is not detrimental to the Company.

The Company will not make any Base Rate change retroactive, unless, in the Company's sole judgment, the Company failed to adequately respond to a customer's request for assistance or modification at the time of such request.

(C) Indicates Change

RULES AND REGULATIONS (continued)**12. SERVICE CONTINUITY**

12.1 LIMITATION ON LIABILITY FOR SERVICE INTERRUPTIONS AND VARIATIONS. The Company does not guarantee continuous, regular and uninterrupted supply of service. The Company may, without liability, interrupt or limit the supply of service for the purpose of making repairs, changes, or improvements in any part of its system for the general good of the service or the safety of the public or for the purpose of preventing or limiting any actual or threatened instability or disturbance of the system. The Company is also not liable for any damages due to accident, strike, storm, riot, fire, flood, legal process, state or municipal interference, or any other cause beyond the Company's control.

In all other circumstances, the liability of the Company to customers or other persons for damages, direct or consequential, including damage to computers and other electronic equipment and appliances, loss of business, or loss of production caused by any interruption, reversal, spike, surge or variation in supply or voltage, transient voltage, or any other failure in the supply of electricity shall in no event, unless caused by the willful and/or wanton misconduct of the Company, exceed an amount in liquidated damages equivalent to the greater of \$500 or two times the charge to the customer for the service affected during the period in which such interruption, reversal, spike, surge or variation in supply or voltage, transient voltage, or any other failure in the supply of electricity occurs. In addition no charge will be made to the customer for the affected service during the period in which such interruption, reversal, spike, surge or variation in supply or voltage, transient voltage, or any other failure in the supply of electricity occurs. A variety of protective devices and alternate power supplies that may prevent or limit such damage are available for purchase by the customer from third parties.

12.2 ADDITIONAL LIMITATIONS ON LIABILITY IN CONNECTION WITH DIRECT ACCESS. Other than its duty to deliver electric energy and capacity, the Company shall have no duty or liability to a customer receiving Competitive Energy Supply arising out of or related to a contract or other relationship between such a customer and an EGS.

The Company shall implement customer selection of an EGS consistent with applicable rules of the Commission and shall have no liability to a customer receiving Competitive Energy Supply arising out of or related to switching EGSs, unless the Company is negligent in switching or failing to switch a customer.

The Company shall have no duty or liability with respect to electric energy before it is delivered by an EGS to a point of delivery on the PECO Energy distribution system. After its receipt of electric energy and capacity at the point of delivery, the Company shall have the same duty and liability for distribution service to customers receiving Competitive Energy Supply as to those receiving electric energy and capacity from the Company.

12.3 EMERGENCY LOAD CONTROL. Pursuant to order of Pennsylvania Public Utility Commission, the following provision is incorporated in this Tariff:

Whenever the demands for power on all or part of the Company's system exceed or threaten to exceed the capacity than actually and lawfully available to supply such demands, or whenever system instability or cascading outages could result from actual or expected transmission overloads or other contingencies, or whenever such conditions exist in the system of another public utility or power pool with which the Company's system is interconnected and cause a reduction in the capacity available to the Company from that source or threaten the integrity of the Company's system, a load emergency situation exists. In such case, the Company shall take such reasonable steps as the time available permits to bring the demands within the then-available capacity or otherwise control load. Such steps shall include but shall not be limited to reduction or interruption of service to one or more customers, in accordance with the Company's procedures for controlling load.

The Company shall establish procedures for controlling load including schedules of load shedding priorities to be followed in compliance with the foregoing paragraph, may revise such procedures from time to time, and shall revise them if so required by Pennsylvania Public Utility Commission. A copy of such procedures or of the revision thereof currently in effect shall be kept available for public inspection at the Company's Principle Office, and another such copy shall be kept on file with the Pennsylvania Public Utility Commission.

12.4 EMERGENCY ENERGY CONSERVATION. Pursuant to order of the Pennsylvania Public Utility Commission, the following provision is incorporated in this Tariff:

Whenever events occur which are actually resulting, or in the judgment of the Company threaten to result, in a restriction of the fuel supplies available to the Company or its energy suppliers, such that the amount of electric energy which the Company is able to supply is or will be adversely affected, an emergency energy situation exists. (C)

In the event of an emergency energy conservation situation, the Company shall take such reasonable measures as it believes necessary and proper to conserve available fuel supplies. Such measures may include, but shall not be limited to reduction, interruption, or suspension of service to one or more of its customers or classes of customers in accordance with the Company's procedure for emergency energy conservation.

The Company shall establish procedures for emergency energy conservation, including, if it deems necessary, schedules of service interruption and suspension priorities to be followed as prescribed by the foregoing paragraph.

The Company may revise such procedure from time to time, and shall revise them if so required by the Pennsylvania Public Utility Commission. A copy of such procedures or of the revision thereof currently in effect shall be kept available for public inspection at each office at which the Company maintains a copy of its Tariff for public inspection, and another such copy shall be kept on file with the Pennsylvania Public utility Commission.

12.5 NOTICE OF TROUBLE. The customer must immediately notify the Company if service is interrupted or is otherwise unsatisfactory due to defects, trouble, or accident, affecting the supply of service.

(C) Indicates Change

RULES AND REGULATIONS (continued)

12.6 RELOCATION OF DELIVERY POINT. In the event that the Company shall be required by any public authority to place underground any portion of its mains, wires, or service-supply lines, or relocate any poles or feeders, the customer, at the customer's own expense, shall change the location of his point of delivery to a point readily accessible to the new location.

13. CUSTOMER'S USE OF SERVICE

13.1 RESALE OF SERVICE. Pursuant to Section 1313 of the Public Utility Code, 66 Pa. C.S. § 1313, a customer may resell Energy and Capacity and/or service provided by PECO Energy under its default service plan if: (1) the Company provides such service under a single contract at one application of an available Base Rate and for the total requirements of the premises served, and (2) the location and use of the service conforms to the availability requirements of this Tariff for provision to the customer for the customer's own account. (C)

All residential units connected after May 10, 1980, except those dwelling units under construction or under written contract for construction as of that date must be individually metered by either the Company, the AMSP or the landlord for their basic electric service supply. Centrally supplied master metered heating, cooling or water heating service may be provided if such supply will result in energy conservation. The bill rendered by the reseller to any consumer shall not exceed the amount which PECO Energy would bill its own residential customers for the same quantity of service under the applicable tariffed residential rate.

The requirements for individually metered dwelling units in new construction may be waived at the sole discretion of the Company. Such waiver will only be granted when the owner can demonstrate to the Company that there are valid reasons for such waiver and that there will not be a significant impact on the consumption of an individual customer.

13.2 FLUCTUATIONS. Electric service must not be used in such a manner as to cause unusual fluctuations or disturbances in the Company's supply system, and, in the case of violation of this rule, the Company may discontinue service, or require the customer to modify the installation and/or equip it with approved controlling devices.

13.3 TYPE OF INSTALLATIONS. Motor and other installations connected to the Company's lines must be of a type to use minimum starting current and must conform to the requirements of the Company as to wiring, character of equipment, and control devices.

13.4 UNBALANCED LOAD. The customer shall at all times take, and use, energy in such manner that the load will be balanced between phases to within nominally 10%. In the event of unbalanced polyphase loads, the Company reserves the right to require the customer to make the necessary changes at the customer's expense to correct the unsatisfactory condition, or to compute the demand used for billing purposes on the assumption that the load on each phase is equal to that on the greatest phase.

13.5 ADDITIONAL LOAD. The service connection, transformers, meters and equipment supplied by the Company for each customer, have definite capacity, and no additions to the equipment or load connected thereto will be allowed except by consent of the Company.

13.6 CHANGE OF INSTALLATION. The customer shall give immediate written notice to the Company of any proposed increase or decrease in, or change of purpose or location of, the installation.

13.7 FAILURE TO GIVE NOTICE. Failure to give notice of additions or changes in load or location shall render the customer liable for any damage to the meters or their auxiliary apparatus, or the transformers, or wires, of the Company, caused by the additional or changed installation.

14. METERING

14.1 SUPPLY OF METERS. An EGS that is also an AMSP may provide Advanced Meter Services in accordance with the Electric Generation Supplier Coordination Tariff. Otherwise, subject to Rules 14.3 and 14.9, the measurement of service for billing purposes shall be by meters furnished and installed by the Company. The Company will select the type and make of metering equipment to be used for meters supplied by the Company, and may, from time to time, change or alter the equipment, its sole obligation being to supply meters that will accurately and adequately furnish records for billing purposes. In fulfilling its obligations with respect to metering and meter reading, and with respect to AMSPs that provide Advanced Meter Services, the Company will comply with Electric Generation Supplier Coordination Tariff. (C)

14.2 SPECIAL MEASUREMENTS. The Company shall have the right, at its option and its own expense, to place demand meters, reactive-component meters, or other instruments, on the premises of any customer except for any customer for whom an AMSP is providing Advanced Meter Services, for the purpose of measuring the demand and/or the power factor, or for other tests of all, or any part, of the customer's load.

14.3 CUSTOMER REQUEST FOR SPECIAL METER. If a customer for whom the Company is providing either metering and meter reading wishes to replace its billing metering equipment, to the extent technically possible, the Company may offer, provide and support a selection of qualified meters and may perform installation within a reasonable amount of time and at the expense of the customer. The customer must pay for any such metering equipment based on the net incremental cost of purchasing and installing the new metering equipment as approved by the Commission. The Company will own and maintain all such new metering equipment.

(C) Indicates Change

RULES AND REGULATIONS (continued)

14.4 POWER FACTOR MEASUREMENT. For customers for whom the Company is providing metering and meter reading or Advanced Meter Services, the Company reserves the right to measure the power factor of the customer's load, either by test or by permanently installed instruments. For customers for whom an AMSP is providing Advanced Meter Services, the Company reserves the right to require such AMSP to measure the power factor of the load of the customer on the same basis the Company measures the power factor of customers for which the Company provides metering and meter reading or Advanced Meter Services.

14.5 REVERSE REGISTRATION. The Company may, by ratchet or other device, control its meters to prevent reverse registration.

14.6 ESTIMATED USAGE. The kilowatt-hours and billing demands to be paid for may be determined by computation instead of by measurement in the case of installations having a fixed load or demand value controlled to operate for a definite number of hours each day.

14.7 METER READING INTERVALS. The Company will read its meters at scheduled regular intervals of one month. Monthly customer usage will not be prorated for seasonality. For customers for whom it provides Consolidated EDC Billing or Separate EDC Billing, the Company will render standard bills for the recorded use of service based upon the time interval between meter readings. EGS & EDC charges shall be based on the EDC defined meter reading route schedules. Only those bills which cover a period of service of less than 27 days or more than 34 days will be prorated. (C)

14.8 ESTIMATED USAGE. For customers for whom the Company provides meter reading or Advanced Meter Reading Services, the Company shall estimate the amount of service supplied to premises where access to the meter is not available or if such estimate is necessary, and to installations at remote locations when warranted by the type of installation, regularity of usage, or other circumstances. For customers for whom it provides Consolidated EDC Billing or Separate EDC Billing, the Company will render bills in standard form based on such estimate and so marked, for the customer's acceptance. Meter readings will be secured from time to time and billing will be revised when they disclose that the estimate failed to approximate the actual usage. For residential customers, an actual meter reading will be obtained at least every six months in accordance with Commission regulations.

14.9 CUSTOMER SELECTED ADVANCED METERS. A customer may request either PECO Energy or an AMSP to have an Advanced Meter installed and have Advanced Meter Services provided pursuant to the Electric Generation Supplier Coordination Tariff and any applicable rules adopted by the Commission. For an advanced meter to be deployed in the PECO Energy service territory, it must be included in the Commission's Advanced Meter Catalog, and indicated as eligible for deployment in the PECO Energy territory. (C)

15. DEMAND DETERMINATION

15.1 MEASURED DEMANDS. Measured demands may be quantified by recording or indicating instruments showing, unless otherwise specified, the greatest 30-minute rate-of-use of energy, provided that in the case of hoists, elevators, welding machine, electric furnaces, or other installations where the use of electricity is intermittent or subject to violent fluctuation the demand may be fixed by special determination.

15.2 DEMAND DETERMINATION.

- (a) Special Determination. Where charges specified in this Tariff are based upon the customer's demand, it is intended that such demand shall fairly represent the customer's actual demand that the Company must stand ready to serve. In the case of installations where the customer's regular use of service in the ordinary course of the customer's business is such that measurement over a thirty-minute interval does not result in a fair or equitable measure of the customer's demand, then the demand may be estimated from the known character of use and the rating data of the equipment connected, or from special tests. The intent of this provision is that the demand so determined shall fairly represent the demand that the Company must stand ready to serve.
- (b) Demand Waiver. When a customer wishes to conduct a test of equipment or process that is not part of the customer's normal operations, the customer may request that the Company waive the demand caused by that test, if that demand is the highest measured demand in the billing month. The Company will agree to such a waiver if the following conditions are met:
1. The Company's metering is of a type which allows for the determination of 30-minute demands; and
 2. The customer's request is in writing, and is received by the Company within 15 business days of the date of the commencement of the proposed test. The request must specify the nature of the test, the size of the loads to be tested and the starting and ending times; and
 3. The Company determines that the tests are not a part of the customer's normal operations; and
 4. The test will not last for more than twelve (12) consecutive hours; and
 5. The customer has not conducted a test and received a demand waiver for a test pursuant to this rule within one year of the proposed test.

Upon receipt of a request for a demand waiver, the Company will inform the customer in writing within fifteen (15) days of receipt of the customer's request whether it will grant the proposed waiver.

(C) Indicates Change

RULES AND REGULATIONS (continued)

15.3 POWER FACTOR ADJUSTMENT. Standard power factor values, based on measured demands, are as follows:

<u>Measured Demands</u>	<u>Standard Power Factor</u>
0 kW to 185 kW	80%
186 kW to 2,500 kW	90%
Over 2,500 kW	95%

Whenever the measured power factor of a customer is less than the prescribed standard, the customer's measured demand shall be increased by the ratio of the standard power factor to the measured power factor. The demand thus determined shall be used as a basis for calculating the customer's billing demand in accordance with the applicable rate schedule.

The measured power factor shall be determined as follows:

- (a) All customers with measured demands of 750 kW or greater in three consecutive months shall have their power factor continually measured. The measured power factor shall be the power factor that is coincident with customer's maximum measured demand. Continuous power factor measurement may be discontinued if the customer's measured demand is less than 750 kW for twelve consecutive months, or if a change in the customer's load characteristics indicates a permanent reduction in measured demand to less than 750 kW. Until such time that metering equipment can be installed for continuous measurement of power factor, power factor shall be determined in accordance with paragraph (c) of this section.
- (b) The power factor of customers with measured demands of less than 185 kW will be assumed to be standard, unless the customer's load is such that it is likely, in the judgment of the Company, that the power factor will be less than the standard. In such cases, the provisions of paragraph (c) are applicable.
- (c) The power factor of all customers not included under the provisions of paragraphs (a) or (b) shall be determined by test at a time when the customer's load is not less than two-thirds of the customer's maximum measured demand in the preceding eleven months; or, at the option of either the customer or the Company, by measurement as determined from meters installed by the Company, ratcheted to prevent reverse registration. When meters are installed, the measured power factor shall be the power factor that is coincident with customer's maximum measured demand. Customers requesting measurement of power factor shall be subject to a monthly meter charge determined in accordance with the cost of the meter installation. Such installation shall not be for less than one year.

A customer that receives Advanced Meter Services from an AMSP is subject to the preceding rules regarding determination of measured power factor.

16. METER TESTS

16.1 METER TESTS. The Company at its expense, will make periodic tests and inspections of its meters in order to maintain them at a high standard of accuracy.

16.2 REQUEST TESTS. The Company will make additional tests or inspections of its meters at the request of a customer or an EGS providing Competitive Energy Supply to a customer, but reserves the right to make the charge provided for in the Electric Regulations of the Pennsylvania Public Utility Commission, under conditions therein specified.

16.3 ADJUSTMENT FOR ERROR. Should any of the Company's meters become defective or fail to register correctly, the use of electricity shall be determined by a test of any such meter, or by the registration of a meter set in its place during the period next following, or by averaging the amount registered for the preceding billing period and the amount registered during not less than one week immediately subsequent to the repairs to, or change of, the meter, taking into consideration the character of use by the customer.

16.4 RESIDENCE METER ERRORS. Meter errors in the Company's meters in residence service may be determined on the basis of the registration of the corresponding period during the preceding year, if records are available and conditions of use remain the same.

16.5 ADMINISTRATION TESTS. The Company, at its own expense, will make only such tests of the Company's meters as it deems necessary for the proper administration of its rates, or as are required by law.

16.6. TESTING SERVICE. The Company will, upon request by the customer, make tests of the Company's meters to supply special information regarding the customer's use of service, provided that the estimated cost of such special tests shall be paid by the customer to the Company in advance.

RULES AND REGULATIONS (continued)
17. BILLING AND STANDARD PAYMENT OPTIONS

BILLING PERIOD. Billing for service will be based upon the amount of use and the time interval of its delivery. The customer will be billed in accordance with rule 14.7. Rate values stated for direct application to monthly billing periods will be adjusted when time elapsed between readings is substantially greater or less than a month.

17.2 BILLING OPTIONS. A customer may select one of the following three billing options: (1) Consolidated EDC Billing; (2) Consolidated EGS Billing; and (3) Separate EDC/EGS Billing, as those terms are defined herein. If a customer does not make a selection, the customer shall receive Consolidated EDC Billing. When the Company provides Consolidated EDC Billing or Separate EDC Billing, it will comply with the terms and conditions of the Electric Generation Supplier Coordination Tariff. (C)

17.3 PAYMENT.

(a) The Company's bills to customers are payable upon presentation. Payment for service received must be made on or before the due date shown on the bill. The due date shall be determined by the Company and shall be not less than twenty days from the date of transmittal of the bill for Rates R, RT, R-H, RS-2, OP, POL and GS (excluding Summary Billing Accounts). The due date shall be not less than 15 days from the date of transmittal of the bill for all other rates, including Summary Billing Accounts. Notwithstanding the foregoing, the due date may be up to thirty days for accounts (including Summary Billing Accounts) with the United States of America, the Commonwealth of Pennsylvania, or any of their departments, political subdivisions, or instrumentalities. The Company may allow a reasonable amount of additional time for payment of bills on industrial and commercial accounts of creditworthy customers. If the due date that appears on a customer's bill falls on a Saturday, Sunday, bank holiday, or any other day when the offices of the Company which regularly receive payments are not open to the general public, the due date shall be extended to the next business day. The payment period will not be extended because of the customer's failure to receive a bill unless said failure is due to the fault of the Company.

(b) Payment may be made at any commercial office of the Company or at any authorized payment agency. The customer bears the risk of delivery of payment tendered on or after the date contained in any termination notice sent to the customer.

(c) The Company may require that a customer that is not creditworthy tender payment by means of a certified, cashier's, teller's, or bank check, or by wire transfer, or in cash or other immediately available funds.

(d) A customer must pay the undisputed 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 manner in bad faith.

17.4 PAYMENT PROCESSING. When the Company is providing Consolidated EDC Billing, Default Service or Separate EDC Billing, and the customer remits a partial payment to the Company, the payment will be applied as follows:

1. The installment amount for a payment agreement on this balance. (C)
2. Balance due or the installment amount for a payment agreement for Fixed and Variable Distribution Service Charges.
3. Current Fixed and Variable Distribution Service Charges.
4. Balance due for prior charges for Energy and Supply.
5. Current charges for Energy and Supply Charges.
6. Non-basic service charges.

17.5 LATE FEES AND COLLECTION COSTS. If payment is made at a Company office or authorized payment agency after the due date shown on the bill, a late fee will be added to the unpaid balance until the entire bill is paid. If payment is made by mail, the late fee will be added if the payment is received by the Company more than five days after the due date shown on the bill. For Rates R, RT, R-H, RS-2, OP, POL and GS this late fee will be 1-1/2 % per month; for all other rates the late fee will be 2% per month. If the Company files suit to collect a delinquent balance on an account (whether active or inactive) or to ensure payment of current bills, the customer will be required to pay the Company's out of pocket court costs (including filing, service, and witness fees) as ordered by the court and such costs will be added to commercial and industrial accounts. (C)

17.6 BUDGET BILLING.

(a) At the option of a customer receiving residential service under Rates R, RT, R-H, RS-2, OP, POL and GS, an estimated total bill for all service to be received by the customer over a twelve-month period may be budgeted over the period and an average bill rendered monthly for payment each month and such monthly budget bill will not be subject to late fees. Any difference between the budgeted amounts so paid and the actual charges for a twelve-month budget period will be adjusted in the twelfth month. If a monthly budget bill is not paid, the customer will be notified with the next monthly budget bill that budget billing will be terminated unless payment of the past due budget bill is made on or before the due date of the current budget bill. If budget billing is terminated, a late fee of 11/2% per month will be added to the unpaid balance of actual charges on the next billing date in accordance with Rule 17.3 and 17.5. (C)

The Company may also arrange budget billing for creditworthy commercial and industrial customers.

(b) When the Company provides Consolidated EDC Billing, the EGS's charges will be included in the customer's Budget Billing Plan if the customer and EGS so indicate. In such circumstances, the Company will separately track the customer's EDC and EGS charges and remit EGS charges to the EGS as billed to the customer.

(C) Indicates 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) and Energy and Capacity. 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. (C)

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 and (2) Energy and Capacity. However, the Company will not negotiate payment arrangements on behalf of an EGS. (C)

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 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 charge shall be 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. The Company will not condition restoration or reconnection of service based on any unpaid charges owed to an EGS, except for the supplier of last resort service.

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.

(C) Indicates Change

RULES AND REGULATIONS (continued)

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.

RULES AND REGULATIONS (continued)**21. GENERAL**

21.1 OFFICE OF THE COMPANY. Wherever, in this Tariff, it is provided that notice be given or sent to the Company, or the office of the Company, such notice, delivered or mailed, postage prepaid to any commercial office, shall be deemed sufficient, unless the Principle Office of the Company at 2301 Market Street, Philadelphia, is expressly mentioned.

21.2 NO PREJUDICE OF RIGHTS. The failure by the Company to enforce any of the terms of this Tariff shall not be deemed a waiver of its right to do so.

21.3 GRATUITIES TO EMPLOYEES. The Company's employees are strictly forbidden to demand or accept any personal compensation, or gifts, for service rendered by them while working for the Company on the Company's time.

21.4 BILLING CHANGES. Where billing changes are made as the result of an investigation made at customer's request or by routine inspection, the change of billing may be applied to the bill for the regular meter reading period preceding such investigation, and will, in any event apply to the bill for the period during which the investigation is made.

21.5 EXCEPTIONAL CASES. The usual supply of electric service shall be subject to the provisions of this Tariff; but where special service-supply conditions or problems arise for which provision is not otherwise made, the Company may modify or adapt its supply terms to meet the peculiar requirements of such case, provided that such modified terms are a rational expansion of standard tariff provisions.

21.6 ASSIGNMENT. Subject to the Rules and Regulations, all contracts made by the Company shall be binding upon, and oblige and inure to the benefit of, the successors and assigns, heirs, executors and administrators of the parties thereto.

21.7 OTHER CHARGES. The Company may, if feasible, provide and charge for services, other than those provided for in this Tariff, when requested by the customer. The Company is not obligated to provide such services. The Company will, if possible, give the customer an advance written estimate of the costs to provide the service. Costs shall include, but not be limited to, materials, supplies, labor, transportation and overhead.

21.8 TAX INDEMNIFICATION. If PECO Energy becomes liable under Section 2806(g) or 2809(c) of the Public Utility Code, 66 C.S. §§ 2806(g) and 2809(c), for Pennsylvania state taxes not paid by an Electric Generation Supplier (EGS), the non-compliant EGS shall indemnify PECO Energy for the amount of additional state tax liability imposed upon PECO Energy by the Pennsylvania Department of Revenue due to the failure of the EGS to pay or remit to the Commonwealth the tax imposed on its gross receipts under Section 1101 of the Tax Reform Code of 1971 or Chapter 28 of Title 66.

(C)

22. RULES FOR DESIGNATION OF PROCUREMENT CLASS

- 22.1** Annually, in November the Company shall notify the customer of their procurement group class designation.
- 22.2** The procurement class designation shall be used to determine the appropriate Generation Supply Adjustment to apply to the customer.
- 22.3** For non-residential customers the procurement class shall be determined based upon the customers peak measured demand in the prior June-May period.
- 22.4** There shall be four procurement class designations. They are:
- 1) Residential
 - 2) Small Commercial and Industrial 0-100 kW
 - 3) Medium Commercial and Industrial 101-500 kW
 - 4) Large Commercial and Industrial over 500 kW
- 22.5** Procurement class designation shall only change once per year on the date established in rule 22.1.
- 22.6** New customers procurement class shall be based upon an engineering estimate of their diversified peak demand for a new facility or an existing facility with a substantially different use.
- 22.7** A new customer in an existing facility shall be assigned to the same procurement class as the last customer in that facility unless rule 22.6 applies

(C) Indicates Change

RULES AND REGULATIONS (continued)**23. EGS SWITCHING**

23.1 PECO Energy will accommodate requests by customers to switch EGSs in accordance with this Rule 23, and any applicable Commission Orders.

23.2 To switch to a new EGS, a customer must inform the new EGS. Customers that wish to switch are not required to contact PECO Energy to initiate a switch; PECO Energy will only switch a customer in accordance with Rule 23.

23.3 To enable a new EGS to complete a switch, a customer must provide to the new EGS the customer's PECO Energy account number as it appears on the customer's PECO Energy monthly bill.

23.4 A switch to an EGS will be Effective January 1, 2011 as of the next scheduled meter reading date, provided the Company has received 16 days prior notice, which notice must include valid customer information as required by the controlling provisions of the Supplier Tariff. Upon receiving valid notice to switch an EGS, the Company shall notify the customer's existing EGS that such a request has been made.

23.5 If and when a customer's EGS discontinues its supply in the event of bankruptcy, loss of license, or similar occurrence, or if a Customer is dropped by its EGS for non-payment or other reason then the customer may select a new EGS. The customer will receive its energy supply from PECO Energy until the switch becomes Effective January 1, 2011.

23.6 Nothing in this Rule 23 shall be interpreted to preclude EGSs from entering into agreements for supply with a term of service of one month. EGSs may enter into agreements for longer than one month. If a customer's service is switched to another EGS or to Default Service in accordance with this Rule 23, however, then PECO Energy will make the switch regardless of any claims by the previous EGS that the customer's agreement with the previous EGS precludes the switch. Nothing in this Rule 23, however, is intended to limit the previous EGS's contractual rights.

RULES AND REGULATIONS (continued)

24. LOAD DATA EXCHANGE

This rule will become Effective January 1, 2011 immediately upon approval of the Company's Compliance Filing

24.1 PECO Energy will provide to a customer or the customer's designated EGS or authorized consultant, all available data from the meter once each calendar year for no fee. The exchange of data among PECO Energy, EGSSs, and customers shall be in accordance with the Supplier Tariff and the Final Consensus Plan for Electronic Data Exchange Standards for Electric Deregulation in the Commonwealth of Pennsylvania, as approved by the Commission.

(C)

(C) Indicates Change

STATE TAX ADJUSTMENT CLAUSE

In addition to the net charges provided for in this tariff, a surcharge credit value of X.XX% will apply to all PaPUC jurisdictional charges, exclusive of Energy Supply Charges, in the Base Rates and riders effective January 1, 2011 for scheduled billing cycles beginning after January 1, 2011. (C)

Whenever any of the tax rates used in the calculation of the surcharge are changed, or recoveries are authorized under Sections 2806, 2809 or 2810 of the Competition Act, the surcharge will be recomputed as prescribed by the Commission. The recalculation will be submitted to the Commission within ten days after the change occurs and the effective date shall be ten days after filing.

In addition, if a recalculation is submitted as a result of a tax rate change (including the Revenue Neutral Reconciliation rate) the Company will thereafter file each year by December 21 annual updates or revisions with the Commission which will reflect only this tax change. These annual updates will be Effective January 1, 2011 ten days after filing and will continue until such time as the effect of the change in tax rates has been included in base rates.

(C) Indicates Change

**GENERATION SUPPLY ADJUSTMENT FOR PROCUREMENT CLASSES 1,2,3
LOADS UP TO 500KW**

(C)

Applicability: This adjustment shall apply to all customers taking default service from the Company with demands up to 500 kW. The rate contained herein shall be calculated to the nearest one hundredth of a cent. The GSA shall contain the cost of generation supply for each tariff rate.

Pricing: The rates below shall include the cost of procuring power to serve the default service customers plus associated administrative expenses incurred in acquiring power and gaining regulatory approval of any procurement strategy and plan. The pricing for default service will represent the estimate of the cost to serve the specific tariff rate for the next quarter. The rates in this tariff shall be updated quarterly unless the balance of over/(under) recovery gets too large, at which time the Company can file for a shorter reconciliation period. The generation service charge shall be calculated using the following formula:

$$GSA(n) = (C+E+A)/S * 1/(1-T) * (1-ALL)/(1-LL) \times PF \text{ where;}$$

C= The sum of the amounts paid to the full requirements suppliers providing the power for the quarter, the spot market purchases for the quarter, plus the cost of any other energy acquired through short or long term contracts during the period being reconciled. Cost shall include energy, capacity and ancillary services, distribution line losses, cost of complying with the Alternative Energy Portfolio Standards, and any other load serving entity charges other than network transmission service and costs assigned under the Regional transmission Expansion Plan. Ancillary services shall include any allocation by PJM to PECO default service associated with the failure of a PJM member to pay its bill from PJM as well as the load serving entity charges listed in the Supply Master Agreement Exhibit D as the responsibility of the supplier.

E = experienced over or under-collection calculated under the reconciliation provision of the tariff to be effective during the same period as the GSA.

A = Administrative Cost - This includes the cost of the auction or RFP monitor, consultants providing guidance on the development of the procurement plan, legal fees incurred gaining approval of the plan, and any other costs associated with designing and implementing a procurement plan.

S = Estimated sales for the period the rate is in effect for the classes to which the rate is applicable.

T = The currently effective gross receipts tax rate

n = The procurement class for which the GSA is being calculated

ALL = average line losses for the procurement class

LL = line losses for the specific rate class provided in the Company's Electric Generation Supplier Coordination Tariff rule 6.6

PF = Phase-out factor to implement the phase out of demand charges and declining blocks

In general the line loss adjustment is applicable to Procurement Class 2 and 3 only as those classes contain rate classes with three different line loss factors.

R	1 st 500 W	GSA(1)	x.xxxx	x.xxxx	1.000
	Over 500W	GSA(1)	x.xxxx	x.xxxx	1.000
	1 st 500 S	GSA(1)	x.xxxx	x.xxxx	1.000
	Over 500 S	GSA(1)	x.xxxx	x.xxxx	1.000
RH	1 st 600 W	GSA(1)	x.xxxx	x.xxxx	1.000
	Over 600 W	GSA(1)	x.xxxx	x.xxxx	1.000
	1 st 500 S	GSA(1)	x.xxxx	x.xxxx	1.000
	Over 500 S	GSA(1)	x.xxxx	x.xxxx	1.000
OP		GSA(1)	x.xxxx	x.xxxx	1.000
GS	Up to 100 kw				
	1 st 80 hours use	GSA(2)	x.xxxx	x.xxxx	1.000
	Next 80 hrs – S	GSA(2)	x.xxxx	x.xxxx	1.000
	Up to 400 Hrs use	GSA(2)	x.xxxx	x.xxxx	1.000
	Over 400 hrs use	GSA(2)	x.xxxx	x.xxxx	1.000
	Space Heating	GSA(2)	x.xxxx	x.xxxx	1.000
GS	101-500 kw				
	1 st 80 hours use	GSA(3)	x.xxxx	x.xxxx	1.000
	Next 80 hrs – S	GSA(3)	x.xxxx	x.xxxx	1.000
	Up to 400 Hrs use	GSA(3)	x.xxxx	x.xxxx	1.000
	Over 400 hrs use	GSA(3)	x.xxxx	x.xxxx	1.000
	Space Heating	GSA(3)	x.xxxx	x.xxxx	1.000

(C) Indicates Change

GENERATION SUPPLY ADJUSTMENT FOR PROCUREMENT CLASSES 1,2,3
LOADS UP TO 500KW (CONTINUED)

(C)

Current Charges:

Rate		<u>Rate Design Phase-Out Factor</u>			Average Price*	Phase-In Price
		2011	2012	2013		
PD	Up to 100 kw					
	Per KW	GSA(2)	x.xxxx	x.xxxx	-0-	
	1 st 150 hours use	GSA(2)	x.xxxx	x.xxxx	1.000	
	Next 150 hours use	GSA(2)	x.xxxx	x.xxxx	1.000	
	Additional kWh	GSA(2)	x.xxxx	x.xxxx	1.000	
PD	101-500 kw					
	Per KW	GSA(3)	x.xxxx	x.xxxx	1.000	
	1 st 150 hours use	GSA(3)	x.xxxx	x.xxxx	1.000	
	Next 150 hours use	GSA(3)	x.xxxx	x.xxxx	1.000	
	Additional kWh	GSA(3)	x.xxxx	x.xxxx	1.000	
HT	Up to 100 kw					
	Per KW	GSA(2)	x.xxxx	x.xxxx	-0-	
	1 st 150 hours use	GSA(2)	x.xxxx	x.xxxx	1.000	
	Next 150 hours use	GSA(2)	x.xxxx	x.xxxx	1.000	
	Additional kWh	GSA(2)	x.xxxx	x.xxxx	1.000	
HT	101-500 kw					
	Per KW	GSA(3)	x.xxxx	x.xxxx	-0-	
	1 st 150 hours use	GSA(3)	x.xxxx	x.xxxx	1.000	
	Next 150 hours use	GSA(3)	x.xxxx	x.xxxx	1.000	
	Additional kWh	GSA(3)	x.xxxx	x.xxxx	1.000	
POL		GSA(2)**				
SLP		GSA(2)**				
SLS		GSA(2)**				
TL		GSA(2)**				
SLE		GSA(2)**				
SLE Rider		GSA(2)**				

*Price = GSA(n)*Phase-in Factor if applicable
For the kW charge for HT, PD the factor is applied to the 2010 rate
** Prices shall exclude capacity from the Procurement Class 2 RFP results

(C) Indicates Change

GENERATION SUPPLY ADJUSTMENT PROCUREMENT CLASS 4
LOADS GREATER THAN 500KW

(C)

Applicability: This adjustment shall apply to all customers taking default service from the Company with demands greater than 500kw.

Hourly Pricing Service

Pricing: The rates below shall include the cost of procuring power to serve the default service customers plus associated administrative expenses incurred in acquiring power and gaining regulatory approval of any procurement strategy and plan. The cost for this hourly service rate shall be as follows:

Generation Supply Cost (GSC) = (C+R+AS+AC+E)/(1-T) where;

C= The PJM day ahead hourly price multiplied by the customers usage in the hour summed up for all hours in the month

$$\Sigma \text{PJM}_{\text{DA}} \times \text{usage} / (1-\text{LL})$$

PJM_{DA} – PJM on day ahead hourly price.

Usage - electricity used by an end use customer.

R = The PJM reliability pricing model (RPM) charge for month for the customer. The RPM charge shall be the customers peak load contribution as established for PJM purposes multiplied by the current RPM monthly charge and the PJM established reserve margin adjustment.

PLC x (1+ RM) x P_{RPM} x Bill Days / (1-LL) x(1-ALL)

PLC = peak load contribution

RM = reserve margin adjustment per PJM

P_{RPM} = capacity price per MW-day

AC = Administrative Cost - This includes an allocation of the cost of the auction or RFP monitor, consultants providing guidance on the development of the procurement strategy, legal fees incurred gaining approval of the plan, and any other costs associated with designing and implementing a procurement plan divided by the total default service sales and then multiplied by the customers usage for the month.

A / S x Usage

A = administrative cost

S = Default service sales

AS = The cost, on a \$/MWH basis, of acquiring ancillary services from PJM and of complying with the Alternative Energy Portfolio Standard, multiplied by the customers usage for the month and divided by (1-LL). Congestion charges shall be included in this component. Ancillary services shall be those included in the Supply Master Agreement as being the responsibility of the supplier.

$$((\text{PJM}_{\text{AS}} \times \text{Usage} * 1 / (1-\text{LL}) + \text{AEPS} / \text{S}_{\text{AEPS}} \times \text{Usage})$$

PJM_{AS} = \$/MWH charged by PJM for ancillary services

AEPS = cost of complying with the alternative energy portfolio standard

S_{AEPS} = sales for which AEPS cost is incurred

If the supplier provides the ancillary services and AEPS cost then the customer shall be charged the supplier's rate for these services times usage and divided by (1-LL).

ALL = the average line losses for the customers taking the fixed price option

LL = line loss factor as provided in the Company's Electric Generation Supplier Coordination Tariff Rule 6.6 based upon the customers distribution rate class adjusted to remove losses included in the PJM LMP

T = The currently effective gross receipts tax rate

E = $\Sigma O / (U) / S_4 \times \text{usage}$ where

E = over/under recovery as calculated in the reconciliation

S₄ = Procurement class four sales

Fixed Price Contract

The Company shall provide a one-year fixed price contract option for customers who choose to participate in the program. Under the fixed price option the Company will issue an RFP for a fixed price full requirements contract for customers with loads greater than 500kw. Customers must notify the Company in writing 30 days prior to the RFP of their interest and shall have 30 days from the time the final bid price is announced to sign up for the fixed price. Customers not signing up for the fixed price contract in the fixed price option shall default to hourly service. Customers taking the fixed price option cannot shop or return to Hourly Price Service during the term of the contract.

The fixed price contract rate shall be as follows:

$$\text{Rate} = \text{FP} / (1-\text{T}) / (1-\text{LL}) + \text{A/S} = \text{x.xxxx cents/kWh}$$

FP = fixed price offering

(C) Indicates Change

RECONCILIATION

(C)

Applicability: This adjustment shall apply to all customers who received default service during the quarter the cost of which is being reconciled. Customers taking default service during the reconciliation period that leave default service prior to the assessment of the collection of the over/(under) adjustment shall still pay or receive credit for the over/(under) adjustment through the migration provision.

This adjustment shall be calculated on a quarterly basis. The reconciliation shall be separate for each procurement class. Any resulting over or under recovery shall be assessed on an equal cents per kilowatt-hour basis to all customers in the relevant procurement group. Any over/(under) recovery shall be collected in the first quarter after the reconciliation is calculated. For purposes of this rider the reconciliation shall be calculated 80 days after the end of the quarter. The over or under recovery shall be calculated using the formula below. The calculation of the over/(under) recovery shall be done separately for the following procurement classes – Class 1 – Residential, Class 2 – Small C&I < 100 kW, and Class 3 – Medium C&I 101 kW to 500 kW and Class 4 Large C&I over 500 kW.

Reconciliation Formula

$$E_N = \Sigma O/(U) + I$$

$$\text{Migration Provision } E_M = [\Sigma O/(U) + I]/S/(1-GRT)*(1-ALL)/(1-LL)$$

Where:

E = experienced over or under collection plus associated interest

N = Procurement class

M = Mitigation Rider

O/(U) = The monthly difference between revenue billed to the procurement class and the cost of supply as described below in Cost and Administrative Cost

Revenue = amount billed to the tariff rates applicable to the procurement class for the three months of the quarter being reconciled.

Cost = The sum of the amounts paid to all of the full requirements suppliers providing the power for the quarter, the spot market purchases for the quarter, plus the cost of any other energy acquired through short or long term contracts during the period being reconciled. Cost shall include energy, capacity and ancillary services. Ancillary services shall include any allocation by PJM to PECO default service associated with the failure of a PJM member to pay its bill from PJM as well as those costs listed in the Supply Master Agreement as the responsibility of the seller.....

Administrative Cost = This includes the cost of the auction or RFP monitor, consultants providing guidance on the development of the procurement strategy, legal fees incurred gaining approval of the strategy, and any other costs associated with designing and implementing a procurement plan.

Full Requirements Supply = A product purchased by the Company that includes a fixed price for all energy consumed. The only cost added by the Company to the full requirements price is for gross receipts tax, distribution line losses, and administrative cost.

Ancillary Services = The following services in the PJM OATT- reactive support, frequency control, operating reserves, supplemental reserves, imbalance charges, PJM annual charges, any PJM assessment associated with non-payment by members, and any other load serving entity charges not listed here but contained in Exhibit D of the Supply Master Agreement.

Capacity = The amount charged to PECO by PJM for capacity for its default service load under the reliability pricing model (RPM)

I = interest on the over or under collection where a rate of 8% is used on over-collection and 6% on under-collections.

S = estimated default service retail sales in kWh for the quarter the cost of which is being reconciled

ALL = the average line losses in a procurement class as a percent of generation

LL = the average line losses for a particular rate (e.g. HT, PD, GS) as provided in the Electric Generation Supplier Coordination Tariff rule 6.6

GRT = The current gross receipts tax rate

Procurement Class – set of customers for which the company has a common procurement plan

Procedural Schedule

The Company shall file within 80 days after the end of the quarter the calculation of the over/under collection and the proposed adjustment. The over/under collection adjustment shall then be effective on 10 days notice but no earlier than the first day in the upcoming quarter. Quarterly adjustments shall be effective on July 1, October 1, January 1, and April 1 of each year. The first reconciliation, however shall be effective on July 1, 2011. Monthly only customers shall be effective the first of the month and shall be recovered over 12 months.

The data provided in the quarterly reconciliation shall be audited on an annual basis by the PaPUC Bureau of Audits.

(C) Indicates change

PECO Energy Company

NUCLEAR DECOMMISSIONING COST ADJUSTMENT CLAUSE (NDCA)

The NDCA provides for the recovery of nuclear decommissioning costs related to the Company's Ownership interest in Nuclear Generation as of 12/31/99. The NDCA shall be charged to all customers taking service under this Tariff. The adjustment shall be a cents per kWh charge calculated to the nearest one hundredth of one cent.

The Company's Ownership interest in nuclear generation as of December 31, 1999 consists of the following:

Peach Bottom 1	100%
Peach Bottom 2	42.49%
Peach Bottom 3	42.49%
Salem 1	42.59%
Salem 2	42.59%
Limerick 1	100%
Limerick 2	100%

Formula

The following formula shall be used to determine the NDCA.

$$\text{NDCA} = \frac{\text{PaPUC Authorized Decommissioning Expense Adjustment}}{\text{Total Pennsylvania Jurisdictional Sales for Calculation Year}}$$

Where:

PaPUC Authorized Decommissioning Expense Adjustment (Adjusted Annual Accrual - Base Accrual) x .95 = the Adjusted Annual Accrual in the Calculation Year less the Base Accrual. As of January 1, 2008, the NDCA shall be \$0.0000/kWh and will be added to the distribution charge for Rates POL and SL-S, the service location distribution charge for Rate SL-E, and the Variable Distribution Service Charges for all other customers.

Total Pennsylvania Retail Jurisdictional Sales = total kWh sales under this Tariff for the calculation year including sales for distribution.

(C)

Calculation Year = year in which the Company proposes a change to the NDCA. To the extent a new cost study, performed every five years, indicates the Company requires an adjustment in the rate, the Company shall change the NDCA to reflect such new expense level. In calculating the annual expense the Company shall use the sinking fund methodology.

Adjusted Annual Accrual = accrual necessary to fund the Adjusted Obligation.

Adjusted Obligation = Gross Decommissioning Obligation reduced by \$50 million for ratemaking purposes.

Gross Decommissioning Obligation – The total decommissioning cost obligation as approved by the Commission as expressed in escalated future dollars.

Methodology for Calculating Expense

The base period expense shall be based upon the decommissioning costs set forth in the table below. The Company shall use a sinking fund methodology to determine the appropriate level of decommissioning expense. The assumptions shall be consistent with NRC policy and requirements.

The Base Accrual shall consist of the following levels for each unit.

Peach Bottom 1	\$2,992,000
Peach Bottom 2	2,588,000
Peach Bottom 3	5,976,000
Salem 1	2,651,000
Salem 2	2,509,000
Limerick 1	4,403,000
Limerick 2	8,043,000
Total	\$29,162,000

Frequency of Calculation

The annual expense shall be recalculated every five years. The Company shall adjust the NDCA to reflect the new expense level 60 days after filing the new study and the associated rate calculation with the PaPUC. The first calculation of the NDCA shall be considered to have taken place on January 1, 1998.

Completion of Decommissioning

In the event that the actual expenditures necessary to accomplish full decommissioning of the PECO Interest are less than the full balance in the funds established for such purpose, PECO shall be entitled to a release of such funds to PECO for the purpose of sharing the amount between ratepayers and shareholders. In the event that such release is granted, PECO's shareholders shall be entitled to retain: (1) the first \$50 million of the net after-tax amount; and (2) 5 percent of the remaining net after-tax amount of the released funds.

(C) Indicates Change

PROVISIONS FOR RECOVERY OF UNIVERSAL SERVICE FUND COSTS

Variable Distribution Service Charge rates for electric service in Rate Schedules R, R-H and RT of this Tariff shall include (C) \$0.0011 per kWh for recovery of Universal Service Fund Cost (USFC) and Program Enhancement Cost, calculated in the manner set forth below, pursuant to Section 2804(8) of the Competition Act. The USFC rates for electric service may be increased or decreased annually, to reflect changes in the level of Universal Service Fund costs and Program Enhancement Costs, in the manner described below:

COMPUTATION OF USFC.

The USFC per kWh, shall be computed to the nearest one-hundredth cent (0.01¢) in accordance with the formula set forth below:

$$\text{USFC} = \frac{(C - E)}{(S)} + \frac{(PC - E_P)}{(s)} \quad (C)$$

The USFC, so computed, shall be included in distribution rates charged to Customers for service pursuant to the rate schedules identified above. The amount of USFC, per kWh, will vary, if appropriate, based upon annual filings by the Company.

In computing the USFC, per kWh, pursuant to the formula above, the following definitions shall apply:

"Universal Service Fund Cost" – \$383 per Customer Assistance Program (CAP) Customer per year (pro-rated basis) for incremental CAP customers in excess of 90,000.

"USFC" – Universal Service Fund Charge determined to the nearest one-hundredth cent (0.01¢) to be included in rates for each kWh of Variable Distribution Service Charge calculated under Rate Schedules R, R-H, and RT, to recover Universal Service Fund Costs.

"C" - Cost in dollars of the Universal Service Fund Cost for the projected period. Such amount will be based on the actual number of CAP customers at the end of the "E" factor period.

"E" - the net (overcollection) or undercollection of Universal Service Fund Charges. The net overcollection or undercollection shall be determined for the most recent period, beginning with the month following the last month which was included in the previous overcollection or undercollection calculation reflected in rates.

PC – Program enhancement costs associated with changes in the program effective January 1, 2011. It shall reflect the net increase in the discount provided to CAP rate customers under the program enhancements where net increase shall be the gross increase in cost reduced by 27%. (C)

E_P - the net (overcollection) or undercollection of program enhancement Charges. The net overcollection or undercollection shall be determined for the most recent period, beginning with the month following the last month which was included in the previous overcollection or undercollection calculation reflected in rates (C)

Each overcollection or undercollection statement shall also provide for refund or recovery of amounts necessary to adjust for overrecovery or underrecovery of "E" factor amounts under the previous USFC.

Interest shall be computed monthly at a 6% annual simple interest rate from the month that the overcollection or undercollection occurs to the effective month such overcollection is refunded or undercollection is recouped. Customers shall not be liable for net interest otherwise due the Company under this calculation.

"S" - projected kWh of electric service to be billed under Rate R, R-H, and RT during the projected period when rates will be in effect. (C)

FILING WITH PENNSYLVANIA PUBLIC UTILITY COMMISSION; AUDIT; RECONCILIATION.

The Company's annual USFC filing and its annual reconciliation statement shall be submitted to the Commission 120 days prior to new rates being effective January 1 of each year, or at such time as the Commission may prescribe. The USFC mechanism is subject to annual audit review by the Bureau of Audits.

(C) Indicates Change

PROVISIONS FOR THE RECOVERY OF MITIGATION PLAN COSTS

(C)

The purpose of this surcharge is to provide for full and current cost recovery of expenditures associated with the Company's proposed mitigation plan for the transition to a competitive energy market. The proposed mitigation plan has two components that shall be included in this surcharge for recovery. They are: 1) consumer education cost, 2) Voluntary Market Rate Phase-in Rider and Voluntary Market Rate Deferral Rider costs, and 3) energy efficiency and demand response related costs.

Calculation of Mitigation Plan Costs Surcharges: The surcharge shall be a dollar per customer charge calculated to the nearest cent, which shall be added to the distribution rates for billing purposes for all customers. The rate shall be calculated separately for each procurement class.

Billing Provisions: The surcharge shall be calculated on an annual basis using the following formula:

$$MC(n) = \frac{(C+E+I)}{(R) / (1-T)}$$
 where;

MC – The cost of the mitigation programs, which includes the following for each mitigation plan:

Consumer Education Costs – the incremental cost of programs designed to educate consumers regarding the coming transition to a competitive market such as advertising, customer notices, informational materials cost, and any other incremental cost associated with educating consumers about the market and about available mitigation programs offered by the Company.

Phase-in and Deferral Costs – These costs include the cost (capital and expense) of modifying the billing system to handle the proposed phase-ins, enrollment cost for the programs, and any other implementation costs of the program excluding the interest earned or paid on the phase-in or deferral, education costs included in Consumer Education costs above, and the recovery of any deferred revenue except in the case of a customer that leaves the service territory and does not pay the deferral balance. Recovery of capital cost shall include a return on the capital and a return of the capital (depreciation).

Energy Efficiency – These costs shall include the cost, both capital and expense, of the individual programs such as materials, installation, educating customers about availability to the extent not included in Consumer Education costs listed above, evaluation, and any other cost associated with implementation of the programs. Distribution revenue lost as a result of implementing the programs shall be considered a cost for purposes of this surcharge. Any direct benefits to the Company from the programs shall be credited against the cost. Recovery of capital cost shall include a return on the capital and a return of the capital (depreciation).

E – The estimated over or under recovery from the prior year. The reconciliation period shall be the 12 months ended December 31.

I – Interest on any over or under recovery balance. Interest shall be a rate of 6% and shall be calculated from the month of over or under collection to the mid-point of the recovery period.

(n) – Procurement class where 1 = residential, 2 = C&I up to 100kW, 3 = C&I from 101-500kW.

R – The projected electric distribution customers for the appropriate procurement class for the application period where the application period shall be the 12-month period commencing on the April 1 after the reconciliation period.

T – The current gross receipts tax rate.

Filing Schedule: The estimated surcharge shall be filed by February 1 of each year to be effective on the following April 1. The application period shall be the 12 months that start the April 1 effective date of the surcharge. The Bureau of Audits shall audit the data in the surcharge on an annual basis.

(C) Indicates Change

RATE R RESIDENCE SERVICE**AVAILABILITY.**

Single-phase service in the entire territory of the Company to the dwelling and appurtenances of a single private family (or to a multiple dwelling unit building consisting of two to five dwelling units, whether occupied or not), for the domestic requirements of its members when such service is supplied through one meter. Service is also available for related farm purposes when such service is supplied through one meter in conjunction with the farmhouse domestic requirements.

Each dwelling unit connected after May 10, 1980 except those dwelling units under construction or under written contract for construction as of that date must be individually metered for their basic service supply. Centrally supplied master metered heating, cooling or water heating service may be provided if such supply will result in energy conservation.

The term "residence service" includes service to: (a) the separate dwelling unit in an apartment house or condominium, but not the halls, basement, or other portions of such building common to more than one such unit; (b) the premises occupied as the living quarters of five persons or less who unite to establish a common dwelling place for their own personal comfort and convenience on a cost-sharing basis; (c) the premises owned by a church, and primarily designated or set aside for, and actually occupied and used as, the dwelling place of a priest, rabbi, pastor, rector, nun or other functioning Church Divine, and the resident associates; (d) private dwellings in which a portion of the space is used for the conduct of business by a person residing therein; (e) farm purpose uses by an individual employing the natural processes of growth for the production of grain, stock, dairy, poultry, garden truck, or other agricultural products.

The term does NOT include service to: (a) Premises institutional in character including Clubs, Fraternities, Orphanages or Homes; (b) premises defined as a rooming house or boarding house in the Municipal Code for Cities of the First Class enacted by Act of General Assembly; (c) a premises containing a residence unit but primarily devoted to a professional or other office, studio, or other gainful pursuit; (d) farms operated principally to sell, prepare, or process products produced by others, or farms using air conditioning for climatic control in conjunction with growth processes (except those customers receiving such service as of August 2, 1969); (e) electric furnaces or welding apparatus other than a transformer type "limited input" arc welder with an input not to exceed 37-1/2 amperes at 240 volts.

CURRENT CHARACTERISTICS. Standard single-phase secondary service.

MONTHLY RATE TABLE.

FIXED DISTRIBUTION SERVICE CHARGE. \$5.18

(C)

VARIABLE DISTRIBUTION SERVICE CHARGE:

SUMMER MONTHS. (June through September)

4.76¢ per kWh for the first 500 kWh per dwelling unit

5.52¢ per kWh for additional kWh.

WINTER MONTHS. (October through May)

4.76¢ per kWh

(C)

ENERGY SUPPLY CHARGE:

Refer to the Generation Supply Adjustment Procurement Class 1.

TRANSMISSION SERVICE FOR CUSTOMERS RECEIVING DEFAULT SERVICE: unless such a customer is able to obtain transmission service on its own, PECO Energy will provide transmission service, and will impose charges on such a customer for such transmission service.

MINIMUM CHARGE: The minimum charge per month will be the Fixed Distribution Service Charge.

STATE TAX ADJUSTMENT CLAUSE, NUCLEAR DECOMMISSIONING COST ADJUSTMENT, UNIVERSAL SERVICE FUND CHARGE, AND MITIGATION PLAN SURCHARGE APPLY TO THIS RATE.

(C)

PAYMENT TERMS. Standard.

(C) Indicates Change

RATE RT RESIDENCE TIME-OF-USE SERVICE

AVAILABILITY:

Single-phase service in the entire territory of the Company to the dwelling and appurtenances of a single private family for the domestic requirements of its members when such service is provided through one meter. Service is also available for related farm purposes when such service is provided through one meter in conjunction with the farmhouse domestic requirements.

The term "residence service" includes service to: (a) the separate dwelling unit in an apartment house or condominium, but not the halls, basement, or other portions of such building common to more than one such unit; (b) the premises occupied as the living quarters of five persons or less who unite to establish a common dwelling place for their own personal comfort and convenience on a cost-sharing basis; (c) the premises owned by a church, and primarily designated or set aside for, and actually occupied and used as, the dwelling place of a priest, rabbi, pastor, rector, nun or other functioning Church Divine, and the resident associates; (d) private dwellings in which a portion of the space is used for the conduct of business by a person residing therein; (e) farm purpose uses by an individual employing the natural processes of growth for the production of grain, stock, dairy, poultry, garden truck, or other agricultural products.

The term does NOT include service to: (a) Premises institutional in character including Clubs, Fraternities, Orphanages or Homes; (b) premises defined as a rooming house or boarding house in the Municipal Code for Cities of the First Class enacted by Act of General Assembly; (c) a premises containing a residence unit but primarily devoted to a professional or other office, studio, or other gainful pursuit; (d) farms operated principally to sell, prepare, or process products produced by others, or farms using air conditioning for climatic control in conjunction with growth processes (except those customers receiving such service as of August 2, 1969); (e) electric furnaces or welding apparatus other than a transformer type "limited input" arc welder with an input not to exceed 37-1/2 amperes at 240 volts.

CURRENT CHARACTERISTICS. Standard single-phase secondary service.

DEFINITION OF PEAK-HOURS. On-Peak Hours are defined as the hours between 8:00 am and 8:00 pm, Eastern Standard Time or Daylight Savings Time, whichever is in common use, daily except Saturdays, Sundays and holidays; except that the on-peak hours will end at 4:00 pm on Fridays. Off-Peak Hours are defined as the hours other than those specified as on-peak hours.

MONTHLY RATE TABLE.

FIXED DISTRIBUTION SERVICE CHARGE: \$10.35

(C)

VARIABLE DISTRIBUTION SERVICE CHARGE:

SUMMER MONTHS (June through September)

2.02¢ per off-peak kWh

7.85¢ per on-peak kWh

WINTER MONTHS (October through May)

2.02¢ per off-peak kWh

7.21¢ per on-peak kWh

(C)

ENERGY SUPPLY CHARGE:

Refer to the Generation Supply Adjustment Procurement Class 1

TRANSMISSION SERVICE FOR CUSTOMERS RECEIVING DEFAULT SERVICE: unless such a customer is able to obtain transmission service on its own, PECO Energy will provide transmission service, and will impose charges on such a customer for such transmission service.

MINIMUM CHARGE. The minimum charge per month will be the Fixed Distribution Service Charge.

STATE TAX ADJUSTMENT CLAUSE, NUCLEAR DECOMMISSIONING COST ADJUSTMENT, UNIVERSAL SERVICE FUND CHARGE AND MITIGATION PLAN SURCHARGE APPLY TO THIS RATE.

(C)

CONTRACT TERM. Not less than twelve months.

PAYMENT TERMS. Standard.

(C) Indicates Change

RATE R-H RESIDENTIAL HEATING SERVICE**AVAILABILITY.**

Single-phase service to the dwelling and appurtenances of a single private family (or to a multiple dwelling unit building consisting of two to five dwelling units, whether occupied or not), for domestic requirements when such service is provided through one meter and where the dwelling is heated by specified types of electric space heating systems. The systems eligible for this rate are (a) permanently connected electric resistance heaters where such heaters supply all of the heating requirements of the dwelling, (b) heat pump installations where the heat pump serves as the heating system for the dwelling, and all of the supplementary heating required is supplied by electric resistance heaters, and (c) heat pump installations where the heat pump serves as the heating system for the dwelling and all of the supplementary heating required is supplied by non-electric energy sources and/or by electric energy sources served on Rate O-P Off-Peak Service. All space heating installations must meet Company requirements. This rate schedule is not available for commercial, institutional or industrial establishments.

Wood, solar, wind, water, and biomass systems may be used to supply a portion of the heating requirements in conjunction with service provided hereunder. Any customer system of this type that produces electric energy may not be operated concurrently with service provided by the Company except under written agreement setting forth the conditions of such operation as provided by and in accordance with the provisions of the Auxiliary Service Rider.

Each dwelling unit connected after May 10, 1980 except those dwelling units under construction or under written contract for construction as of that date, must be individually metered.

CURRENT CHARACTERISTICS. Standard single-phase secondary service.

MONTHLY RATE TABLE.

FIXED DISTRIBUTION SERVICE CHARGE: \$5.18

VARIABLE DISTRIBUTION SERVICE CHARGE:**SUMMER MONTHS.** (June through September)

4.54¢ per kWh for the first 500 kWh per dwelling unit

5.26¢ per kWh for additional kWh.

WINTER MONTHS. (October through May)

4.54¢ per kWh for the first 600 kWh per dwelling unit

1.96¢ per kWh for additional kWh.

ENERGY SUPPLY CHARGE:

Refer to the Generation Supply Adjustment Procurement Class 1

TRANSMISSION SERVICE FOR CUSTOMERS RECEIVING DEFAULT SERVICE: Unless such a customer is able to obtain transmission service on its own, PECO Energy will provide transmission service, and will impose charges on such a customer for such transmission service.

MINIMUM CHARGE. The minimum charge per month will be the Fixed Distribution Service Charge.

STATE TAX ADJUSTMENT CLAUSE, NUCLEAR DECOMMISSIONING COST ADJUSTMENT, UNIVERSAL SERVICE FUND CHARGE AND MITIGATION PLAN SURCHARGE APPLY TO THIS RATE.

COMBINED RESIDENTIAL AND COMMERCIAL SERVICE. Where a portion of the service provided is used for commercial purposes, the appropriate general service rate is applicable to all service; or, at the option of the customer, the wiring may be so arranged that the residential service may be separately metered and this rate is then applicable to the residential service only.

PAYMENT TERMS. Standard.

(C) Indicates Change

RATE RS-2 NET METERING**PURPOSE:**

This Rate sets forth the eligibility, terms and conditions applicable to Customers with installed qualifying renewable customer-owned generation using a net metering system.

APPLICABILITY:

This Rate applies to renewable customer-generators served under Rates R, RH, RT, CAP, GS, HT, PD and EP who install a device or devices which are, in the Company's judgment, subject to Commission review, a bona fide technology for use in generating electricity from qualifying Tier I or Tier II alternative energy sources pursuant to Alternative Energy Portfolio Standards Act No. 2004-213 (Act 213) or Commission regulations and which will be operated in parallel with the Company's system. This Rate is limited to installations where the renewable energy generating system is intended primarily to offset part or all of the customer-generator's requirements for electricity. A renewable customer-generator is a non-utility owner or operator of a net metered generation system with a nameplate capacity of not greater than 50 kilowatts if installed at a residential service (Rate R, RH, RT or CAP) or not larger than 1,000 kilowatts at other customer service locations (Rate GS, HT, PD and EP), except for Customers whose systems are above 3 megawatts and up to 5 megawatts who make their systems available to operate in parallel with the Company during grid emergencies as defined by the regional transmission organization or where a microgrid is in place for the purpose of maintaining critical infrastructure such as homeland security assignments, emergency services facilities, hospitals, traffic signals, wastewater treatment plants or telecommunications facilities provided that technical rules for operating generators interconnected with facilities of the Company have been promulgated by the Institute of Electrical and Electronic Engineers "IEEE" and the Commission.

Qualifying renewable energy installations are limited to Tier I and Tier II alternative energy sources as defined by Act 213 and Commission Regulations. The Customer's equipment must conform to the Commission's Interconnection Standards and Regulations pursuant to Act 213. This Rate is not applicable when the source of supply is service purchased from a neighboring electric utility under Borderline Service.

Service under this Rate is available upon request to renewable customer-generators on a first come, first served basis so long as the total rated generating capacity installed by renewable customer-generator facilities does not adversely impact service to other Customers and does not compromise the protection scheme(s) employed on the Company's electric distribution system.

METERING PROVISIONS:

A Customer may select one of the following metering options in conjunction with service under applicable Rate Schedule R, RH, RT, CAP, GS, HT, PD or EP.

1. A customer-generator facility used for net metering shall be equipped with a single bi-directional meter that can measure and record the flow of electricity in both directions at the same rate. A dual meter arrangement may be substituted for a single bi-directional meter at the Company's expense.
2. If the customer-generator's existing electric metering equipment does not meet the requirements under option (1) above, the Company shall install new metering equipment for the customer-generator at the Company's expense. Any subsequent metering equipment change necessitated by the customer-generator shall be paid for by the customer-generator. The customer-generator has the option of utilizing a qualified meter service provider to install metering equipment for the measurement of generation at the customer-generator's expense.

Additional metering equipment for the purpose of qualifying alternative energy credits owned by the customer-generator shall be paid for by the customer-generator. The Company shall take title to the alternative energy credits produced by a customer-generator where the customer-generator has expressly rejected title to the credits. In the event that the Company takes title to the alternative energy credits, the Company will pay for and install the necessary metering equipment to qualify the alternative energy credits. The Company shall, prior to taking title to any alternative energy credits, fully inform the customer-generator of the potential value of those credits and options available to the customer-generator for their disposition.

3. Meter aggregation on properties owned or leased and operated by a customer-generator shall be allowed for purposes of net metering. Meter aggregation shall be limited to meters located on properties within two (2) miles of the boundaries of the customer-generator's property. Meter aggregation shall only be available for properties located within the Company's service territory. Physical meter aggregation shall be at the customer-generator's expense. The Company shall provide the necessary equipment to complete physical aggregation. If the customer-generator requests virtual meter aggregation, it shall be provided by the Company at the customer-generator's expense. The customer-generator shall be responsible only for any incremental expense entailed in processing his account on a virtual meter aggregation basis.

RATE RS-2 NET METERING (continued)**BILLING PROVISIONS:**

The following billing provisions apply to customer-generators in conjunction with service under applicable Rates R, RH, RT, CAP, GS, HT, PD, EP.

1. The customer-generator will receive a credit for each kilowatt-hour received by the Company up to the total amount of electricity delivered to the Customer during the billing period at the full retail rate consistent with Commission regulations. On an annual basis, the Company will compensate the customer-generator for kilowatt-hours received from the customer-generator in excess of the kilowatt hours delivered by Company to the customer-generator during the preceding year at the "full retail value for all energy produced" consistent with Commission regulations. The customer-generator is responsible for the customer charge, demand charge and other applicable charges under the applicable Rate Schedule.
2. If the Company supplies more kilowatt-hours of electricity than the customer-generator facility feeds back to the Company's system during the billing period, all charges of the appropriate rate schedule shall be applied to the net kilowatt-hours of electricity that the Company supplied. The customer-generator is responsible for the customer charge, demand charge and other applicable charges under the applicable Rate Schedule.
3. For customer-generators involved in virtual meter aggregation programs, a credit shall be applied first to the meter through which the generating facility supplies electricity to the distribution system, then through the remaining meters for the customer-generator's account equally at each meter's designated rate. Virtual meter aggregation is the combination of readings and billing for all meters regardless of rate class on properties owned or leased and operated by a customer-generator by means of the Company's billing process, rather than through physical rewiring of the customer-generator's property for a physical, single point of contact. The customer-generators are responsible for the customer charge, demand charge and other applicable charges under the applicable Rate Schedule.

APPLICATION:

Customer-generators seeking to receive service under the provisions of this Rate must submit a written application to the Company demonstrating compliance with the Net Metering Rate provisions and quantifying the total rated generating capacity of the customer-generator facility.

MINIMUM CHARGE:

The Minimum Charges under Rate Schedule R, RH, RT, CAP, GS, PD, HT and EP apply for installations under this Rate.

RIDERS:

Bills rendered by the Company under this Rate shall be subject to charges stated in any other applicable Rate.

(C) Indicates Change

RATE OP OFF-PEAK SERVICE

AVAILABILITY.

In conjunction with Rates R, RT, R-H and with residence service under Rate GS, for any customer receiving service at 120/240 volts, 3 wires, or 120/208 volts, 3 wires, for the operation of 240-volt or 208-volt domestic equipment of a type approved by the Company. Any load connected for service under Rate OP may not be connected for service under any other rate during the period that service under Rate OP is interrupted. Service will be interrupted during on-peak periods as established by the Company. This rate is not available when the source of supply is service purchased from a neighboring company under a borderline-purchase agreement. Effective January 1, 2011 January 1, 2004, service under Rate OP will be restricted to service locations receiving Rate OP service or that are the subject of a Rate OP service application as of December 31, 2003.

SPECIAL RULES AND REGULATIONS.

The normal control device furnished by the Company has a limited capacity. The customer shall notify the Company before connecting any load in addition to an existing water heater. If necessary, the Company will install a control device with a rating of 200 amperes to accommodate the additional 240-volt controlled load. For controlled loads larger than 200 amperes the control device shall be furnished, installed and maintained by the customer. Service may be interrupted for a total of not more than 6-1/2 hours per day during scheduled periods which may vary from customer to customer.

The Company has a program to replace seven-day clock control devices as they fail with five-day radio-control devices which provide uninterrupted service on Saturdays, Sundays and holidays.

MONTHLY RATE TABLE.

FIXED DISTRIBUTION SERVICE CHARGE: \$4.65 per month

VARIABLE DISTRIBUTION SERVICE CHARGE: 3.71¢ per kWh

ENERGY SUPPLY CHARGE: Refer to the Generation Supply Adjustment Procurement Class 1

(C)

TRANSMISSION SERVICE FOR CUSTOMERS RECEIVING DEFAULT SERVICE: Unless such a customer is able to obtain transmission service on its own, PECO Energy will provide transmission service, and will impose charges on such a customer for such transmission service.

MINIMUM CHARGE: The minimum charge per month will be the Fixed Distribution Service Charge.

STATE TAX ADJUSTMENT CLAUSE, NUCLEAR DECOMMISSIONING COST ADJUSTMENT, UNIVERSAL SERVICE FUND CHARGE AND MITIGATION PLAN SURCHARGE APPLY TO THIS RATE.

(C)

PAYMENT TERMS. Standard.

(C) Indicates Change

RATE-GS GENERAL SERVICE

AVAILABILITY.

Service through a single metering installation for offices, professional, commercial or industrial establishments, governmental agencies, and other applications outside the scope of the Residence Service rate schedules.

CURRENT CHARACTERISTICS.

Standard single-phase or polyphase secondary service.

MONTHLY RATE TABLE.

FIXED DISTRIBUTION SERVICE CHARGE:

\$ 6.74 for single-phase service without demand measurement, or
\$ 8.81 for single-phase service with demand measurement, or
\$23.82 for polyphase service.

(C)

VARIABLE DISTRIBUTION SERVICE CHARGE:

3.64¢ per kWh for the first 80 hours' use of billing demand
* 1.71¢ per kWh for the next 80 hours' use of the billing demand
1.08¢ per kWh for additional use; except
0.47¢ per kWh over both 400 hours' use of billing demand and 2,000 kWh

(C)

ENERGY SUPPLY CHARGE: Refer to the Generation Supply Adjustment Procurement Class 2, 3 or 4

* During October through May this block is eliminated.

TRANSMISSION SERVICE FOR CUSTOMERS RECEIVING DEFAULT SERVICE: Unless such a customer is able to obtain transmission service on its own, PECO Energy will provide transmission service, and will impose charges on such a customer for such transmission service.

STATE TAX ADJUSTMENT CLAUSE, NUCLEAR DECOMMISSIONING COST ADJUSTMENT APPLY AND MITIGATION PLAN SURCHARGE RECOVER CHARGE TO THIS RATE.

(C)

DETERMINATION OF DEMAND.

The billing demand will be measured where consumption exceeds 1,100 kilowatt-hours per month for three consecutive months; or where load tests indicate a demand of five or more kilowatts; or where the heating modification is applied; or where the customer requests demand measurement. Measured demands will be determined to the nearest 0.1 of a kilowatt but will not be less than 1.2 kilowatts, and will be adjusted for power factor in accordance with the Rules and Regulations.

For those customers with demand measurement, during October through May the billing demand will not be less than 40% of the highest billing demand in the preceding months of June through September (applied on an unbundled basis), nor less than the minimum value stated in the contract for service. If a measured demand customer has less than 1,100 monthly kilowatt-hours of use, the monthly billing demand will be the measured demand or the metered monthly kilowatt-hours divided by 175 hours, whichever is less, but not less than 40% of the highest billing demand in the preceding months of June through September, nor less than 1.2 kilowatts.

(C)

For those customers without demand measurement, the monthly billing demand will be computed by dividing the metered monthly kilowatt-hours by 175 hours. The computed demand will be determined to the nearest 0.1 of a kilowatt, but will not be less than 1.2 kilowatts.

(C) Indicates Change

RATE-GS GENERAL SERVICE (continued)

MINIMUM CHARGE

The monthly minimum charge for customers without demand measurement will be the Fixed Distribution Service Charge. The monthly minimum charge for customers with demand measurement will be the Fixed Distribution Service Charge, plus a charge of **\$0.93** per KW of billing demand, for customers in Procurement Class 4, charges assessed on PJM's reliability pricing model. (C)

HEATING MODIFICATION.

Wood, solar, wind, water, and biomass systems may be used to supply a portion of the heating requirements in conjunction with service provided hereunder. Any customer system of this type that produces electric energy may not be operated concurrently with service provided by the Company except under written agreement setting forth the conditions of such operation as provided by and in accordance with the provisions of the Auxiliary Service Rider.

METERING.

A. Single Meter.

Applicable where the area served through the single meter is heated solely by permanently connected electric space heating installations (1) acceptable to the Company; (2) sensitive to outdoor temperature; and (3) not less than 5 kilowatts. Qualifying electric heating systems are (1) electric resistance coils, (2) electric resistance baseboards, (3) electric boilers and (4) heat pumps with electric back-up

During October through May the monthly maximum measured demand shall be reduced by one-half of the difference between the peak winter measured demand and the base load demand over the two most recent winter seasons preceding the start of the current winter season (October 1st). The demand reduction will be subject to annual review and any revisions will be based on the two most recent winter seasons. The base load demand will be defined as the lowest measured demand during the period from October to May. For time-of-use metered customers, the demand reduction will be based upon the difference between the peak winter and base load demands regardless of whether they occur on or off peak. During this period, the billing demand shall never be less than 15 kilowatts; except for those customers in service as of February 18, 1971, the billing demand during October through May shall not be less than one-half of the monthly measured demand. (C)

A customer who adds new electrical connected heating load will receive the same proportion of forgiven demand to total demand that they currently receive.

This demand modification will only be applicable within 30 days of the date that the customer requests billing under this provision. It shall be the responsibility of the customer to notify the Company of any subsequent changes to its heating equipment or requirements.

B. Separate Meters.

At the option of the customer, electricity supplying permanently connected space heating installations or heating equipment sensitive to outdoor temperature with a total capacity of not less than 5 kilowatts, which are acceptable to the Company, will be measured apart from the customer's other requirements for electric service at the premises. Air conditioning equipment of rated electrical capacity up to twice that of the heating equipment also may be supplied through this separate heating circuit.

During October through May the usage of this separate circuit shall be billed at the charges listed below in lieu of the pricing of the basic Monthly Rate Table.

VARIABLE DISTRIBUTION SERVICE CHARGE: 0.85¢ per kWh

ENERGY SUPPLY CHARGE: Refer to the Generation Supply Adjustment Procurement Class 2, 3 or 4 (C)

During June through September the combined usage shall be billed under the price provisions of the basic Monthly Rate Table.

TRANSMISSION SERVICE FOR CUSTOMERS RECEIVING DEFAULT SERVICE: Unless such a customer is able to obtain transmission service on its own, PECO Energy will provide transmission service, and will impose charges on such a customer for such transmission service.

OFF-PEAK THERMAL STORAGE PROVISION.

Off-peak energy may be provided exclusively for qualifying Thermal Storage applications only in conjunction with this rate schedule when the load supplied is separately metered. This service will be billed separately at the rate of \$11.39 per month, plus the charges listed below.

OFF-PEAK USAGE DURING THE WINTER AND SUMMER MONTHS:

VARIABLE DISTRIBUTION SERVICE CHARGE: 1.43¢ per kWh

ENERGY SUPPLY CHARGE: refer to the Generation Supply Adjustment Procurement Class 2, 3 or 4 (C)

(C) Indicates Change

RATE-GS GENERAL SERVICE (continued)

ON-PEAK USAGE DURING THE WINTER MONTHS:

VARIABLE DISTRIBUTION SERVICE CHARGE: 2.20¢ per kWh

ENERGY SUPPLY CHARGE: Refer to the Generation Supply Adjustment Procurement Class 2, 3 or 4. (C)

TRANSMISSION SERVICE FOR CUSTOMERS RECEIVING DEFAULT SERVICE: Unless such a customer is able to obtain transmission service on its own, PECO Energy will provide transmission service, and will impose charges on such a customer for such transmission service.

During the summer months, any on-peak demand and energy will contribute to the pricing of the basic Monthly Rate Table. To qualify for this provision, the customer must submit an engineering study performed by a professional engineer registered in the Commonwealth of Pennsylvania to the Company for technical review and approval. On-peak hours are defined as the hours between 8:00 a.m. and 8:00 p.m., Eastern Standard Time or Daylight Savings Time, whichever is in common use, daily except Saturdays, Sundays and holidays; except that the on-peak hours will end at 4:00 p.m. on Fridays. Off-peak hours are defined as the hours other than those specified as on-peak hours. For Cooling Thermal Storage applications, during the months of June through September, on-peak hours will commence at 10:00 a.m. instead of 8:00 a.m.

SPECIAL PROVISION.

In accordance with Section 1511, Title 66 Public Utilities, a volunteer fire company, non-profit rescue squad, non-profit ambulance service or a non-profit senior citizen center meeting the requirements set forth below, may, upon application, elect to have its electric service billed at any of the following rate schedules: Rate R Residential Service, Rate RT Residential Time of Use, Rate R-H Residential Heating Service, or Rate OP Off-Peak Service as appropriate for the application. The execution of an electric service contract for a minimum term of one year at the chosen rate will be required of any entity electing service pursuant to the options provided by this provision.

For the purposes of this provision, the following words and terms shall have the following meanings, unless the context clearly indicates otherwise:

VOLUNTEER FIRE COMPANY - a separately metered service location consisting of a building, sirens, a garage for housing vehicular fire fighting equipment, or a facility certified by the Pennsylvania Emergency Management Agency (PEMA) for fire fighter training. The use of electric service at this location shall be to support the activities of the volunteer fire company. Any fund raising activities at this service location must be used solely to support volunteer fire fighting operations.

The customer of record at this service location must be a predominantly volunteer fire company recognized by the local municipality or PEMA as a provider of fire fighting services.

NON-PROFIT SENIOR CITIZEN CENTER - a separately metered service location consisting of a facility for the use of senior citizens coming together as individuals or groups and where access to a wide range of services to senior citizens is provided. The customer of record at this service location must be an organization recognized by the Internal Revenue Service (IRS) or the Commonwealth as a non-profit entity and recognized by the Pennsylvania Department of Aging as an operator of a senior citizen center.

NON-PROFIT RESCUE SQUAD - a separately metered service location consisting of a building, sirens, a garage for housing vehicular rescue equipment; and qualified by the Commonwealth as a non-profit entity; and a facility recognized by the Pennsylvania Emergency Management Agency (PEMA) or the Pennsylvania Department of Health as a provider of rescue services. The use of electric service at this location shall be to support the activities of the non-profit rescue squad. Any fund raising activities at this service location must be used solely to support the non-profit rescue squad operations.

NON-PROFIT AMBULANCE SERVICE - a separately metered service location consisting of a building, sirens, a garage for housing vehicular rescue equipment; and qualified by the Commonwealth as a non-profit entity; and a facility licensed by the Pennsylvania Department of Health as a provider of ambulance services. The use of electric service at this location shall be to support the activities of the non-profit ambulance service. Any fund raising activities at this service location must be used solely to support the non-profit ambulance service operations.

TERM OF CONTRACT. The initial contract term shall be for at least one year.

PAYMENT TERMS. Standard.

(C) Indicates Change

PECO Energy Company

RATE-PD PRIMARY-DISTRIBUTION POWER

AVAILABILITY.

Untransformed service from the primary supply lines of the Company's distribution system where the customer installs, owns, and maintains any transforming, switching and other receiving equipment required. However, standard primary service is not available in areas where the distribution voltage has been changed to either 13 kV or 33 kV unless the customer was served with standard primary service before the conversion of the area to either 13 kV or 33 kV. This rate is available only for service locations served on this rate on July 6, 1987 as long as the original primary service has not been removed. PECO Energy may refuse to increase the load supplied to a customer served under this rate when, in PECO Energy's sole judgment, any transmission or distribution capacity limitations exist. If a customer changes the billing rate of a location being served on this rate, PECO Energy may refuse to change that location back to Rate PD when, in PECO Energy's sole judgment, any transmission or distribution capacity limitations exist.

CURRENT CHARACTERISTICS.

Standard primary service.

MONTHLY RATE TABLE.

FIXED DISTRIBUTION SERVICE CHARGE: \$279.67

VARIABLE DISTRIBUTION SERVICE CHARGE:

- \$1.82 per kW of billing demand
- 1.61¢ per kWh of the first 150 hours' use of billing demand
- 0.95¢ per kWh of the first next 150 hours' use of billing demand
- 0.30¢ per kWh for additional use.

ENERGY SUPPLY CHARGE: Refer to the Generation Supply Adjustment Procurement Class 2, 3 or 4

TRANSMISSION SERVICE FOR CUSTOMERS RECEIVING DEFAULT SERVICE: Unless such a customer is able to obtain transmission service on its own, PECO Energy will provide transmission service, and will impose charges on such a customer for such transmission service.

STATE TAX ADJUSTMENT CLAUSE, NUCLEAR DECOMMISSIONING COST ADJUSTMENT AND MITIGATION PLAN SURCHARGE APPLY TO THIS RATE.

DETERMINATION OF BILLING DEMAND.

The billing demand will be computed to the nearest kilowatt and will never be less than the measured demand, adjusted for power factor in accordance with the Rules and Regulations, nor less than 25 kilowatts. Additionally, during the eight months of October through May the billing demand will not be less than 40% of the maximum demand specified in the contract nor less than 80% of the highest billing demand in the preceding months of June through September exclusive of energy supply charges.

MINIMUM CHARGE.

The monthly minimum charge shall be the Fixed Distribution Service Charge, plus the charge per kW component of the Variable Distribution Service Charge, plus in the case of Procurement Class 4 customers, charges assessed under PJM's reliability pricing model.

TERM OF CONTRACT.

The initial contract term shall be for at least three years.

PAYMENT TERMS.

Standard.

(C) Indicates Change

RATE-HT HIGH-TENSION POWER

AVAILABILITY.

Untransformed service from the Company's standard high-tension lines, where the customer installs, owns, and maintains, any transforming, switching and other receiving equipment required.

CURRENT CHARACTERISTICS.

Standard high-tension service.

MONTHLY RATE TABLE.

FIXED DISTRIBUTION SERVICE CHARGE: \$291.43

(C)

VARIABLE DISTRIBUTION SERVICE CHARGE:

- \$1.68 per kW of billing demand
- 0.90¢ per kWh of the first 150 hours' use of billing demand
- 0.53¢ per kWh of the next 150 hours' use of billing demand,
but not more than 7,500,000 kWh
- 0.17¢ per kWh for additional use.

ENERGY SUPPLY CHARGE: Refer to the Generation Supply Adjustment Procurement Class 2, 3 or 4

(C)

TRANSMISSION SERVICE FOR CUSTOMERS RECEIVING DEFAULT SERVICE: Unless such a customer is able to obtain transmission service on its own, PECO Energy will provide transmission service, and will impose charges on such a customer for such transmission service.

HIGH VOLTAGE DISTRIBUTION DISCOUNT:

- For customers supplied at 33,000 volts: 7¢ per kW of measured demand.
- For customers supplied at 69,000 volts: 28¢ per kW for first 10,000 kW of measured demand.
- For customers supplied over 69,000 volts: 28¢ per kW for first 100,000 kW of measured demand.

STATE TAX ADJUSTMENT CLAUSE, MITIGATION PLAN SURCHARGE AND NUCLEAR DECOMMISSIONING COST ADJUSTMENT APPLY TO THIS RATE.

(C)

DETERMINATION OF BILLING DEMAND.

The billing demand will be computed to the nearest kilowatt and will never be less than the measured demand, adjusted for power factor in accordance with the Rules and Regulations, nor less than 25 kilowatts. Additionally, during the eight months of October through May the billing demand will not be less than 40% of the maximum demand specified in the contract nor less than 80% of the highest billing demand in the preceding months of June through September exclusive of energy supply charge.

(C)

DELIVERY POINTS.

Where the load of a customer located on single or contiguous premises becomes greater than the capacity of the standard circuit or circuits established by the Company to supply the customer, an additional separate delivery point may be established for such premises upon the written request of the customer with billing continued as if the service were being delivered and metered at a single point, provided such multi-point delivery is not advantageous to the Company.

MINIMUM CHARGE.

The monthly minimum charge shall be the Fixed Distribution Service Charge, plus the charge per kW component of the Variable Distribution Service Charge, and modify less the high voltage discount where applicable plus in the case of Procurement Class 4 customers, charges assessed on PJM's reliability pricing model.

(C)

TERM OF CONTRACT.

The initial contract term shall be for at least three years.

PAYMENT TERMS.

Standard.

(C) Indicates Change

RATE POL PRIVATE OUTDOOR LIGHTING

AVAILABILITY.

Outdoor lighting of sidewalks, driveways, yards, lots and similar places, outside the scope of service under Rate SL-P, SL-S and SL-E.

MONTHLY RATE TABLE.

	<u>PRICE PER LIGHTING UNIT</u>		
	<u>DISTRIBUTION</u>		
	<u>(Co.Pole)</u>	<u>(Cust.Pole)</u>	
<u>MERCURY-VAPOR LAMPS</u>			
100 Watts (nominally 4,000 Lumens)	\$11.36	\$10.17	(C)
175 Watts (nominally 8,000 Lumens)	\$15.39	\$14.25	(C)
250 Watts (nominally 12,000 Lumens)	\$18.97	\$17.95	(C)
400 Watts (nominally 20,000 Lumens)	\$24.48	\$23.14	(C)
400 Watts Floodlight (nominally 22,000 Lumens)	\$26.47	\$25.13	(C)
<u>SODIUM-VAPOR LAMPS</u>			
70 Watts (nominally 5,800 Lumens)	\$15.50	\$14.35	(C)
250 Watts (nominally 25,000 Lumens)	\$24.67	\$23.34	(C)
400 Watts (nominally 50,000 Lumens)	\$27.08	\$25.74	(C)
400 Watts Floodlight (nominally 50,000 Lumens)	\$29.06	\$27.73	(C)
<u>STANDARD METAL HALIDE LAMPS</u>			
100 Watts (nominally 7,800 Lumens)	\$23.26	\$22.49	(C)
175 Watts (nominally 13,000 Lumens)	\$24.37	\$22.95	(C)
250 Watts (nominally 20,500 Lumens)	\$25.76	\$24.35	(C)
400 Watts (nominally 36,000 Lumens)	\$28.62	\$27.32	(C)
1000 Watts (nominally 110,000 Lumens)	\$50.07	\$48.78	(C)
<u>STANDARD HIGH PRESSURE SODIUM LAMPS</u>			
50 Watts (nominally 4,000 Lumens)	\$18.62	\$17.20	(C)
70 Watts (nominally 5,800 Lumens)	\$17.43	\$16.13	(C)
100 Watts (nominally 9,500 Lumens)	\$18.43	\$17.13	(C)
150 Watts (nominally 16,000 Lumens)	\$20.13	\$18.84	(C)
250 Watts (nominally 25,000 Lumens)	\$23.64	\$22.33	(C)
400 Watts (nominally 50,000 Lumens)	\$28.67	\$27.36	(C)
1,000 Watts (nominally 130,000 Lumens)	\$32.80	\$32.80	(C)

The Energy Charges will apply to the customer if the customer receives Default Service. Refer to the Generation Supply Adjustment Procurement Class 2 for the appropriate charges. (C)

TRANSMISSION SERVICE FOR CUSTOMERS RECEIVING DEFAULT SERVICE: Unless such a customer is able to obtain transmission service on its own, PECO Energy will provide transmission service, and will impose charges on such a customer for such transmission service. (C)

STATE TAX ADJUSTMENT CLAUSE, MITIGATION PLAN SURCHARGE AND NUCLEAR DECOMMISSIONING COST ADJUSTMENT APPLY TO THIS RATE. (C)

GENERAL PROVISIONS.

1. Standard Lighting Unit. A Standard Lighting Unit shall be a Cobra Head or Floodlight comprised of a bracket, the lead wires and a luminaire, including lamp, reactor and control.

2. Standard Installations. In connection with the standard service provided herein, the Company will install, own and maintain all facilities within highway limits, and all standard service-supply lines and all Lighting Units. The customer will install, own and maintain all poles on the customer's property and all service extensions on the customer's property from the Company's standard service-supply lines.

(C) Indicates Change

RATE POL PRIVATE OUTDOOR LIGHTING (continued)

Investment by the Company under standard conditions of supply will be limited to that warranted by three times the prospective revenue recovered through the Company's tariffed Variable Distribution Service Charge. Any additional investment will be assumed by the customer.

Standard supply to lighting installations will be from aerial wires, except that, at the option of the Company, in areas where its other distribution facilities are underground, supply may be underground.

For underground supply furnished at the request of the customer where aerial supply would be normal, the Company will assume the cost up to the amount it would normally have invested and the additional cost shall be assumed by the customer.

3. Non-Standard installations. The Company may offer non-standard lighting units and installations in addition to those listed above in the Monthly Rate Table. For customers requesting such service, there will be an additional charge, as specified in the customer's contract based on the incremental cost over that listed in the Monthly Rate Table.

4. Location and Authorization. Lighting Units shall be installed at locations and upon structures approved by the Company and in positions permitting servicing from a ladder truck. Customer construction shall meet the Company's standards which are based upon the National Electrical Code.

The customer shall obtain and submit any permits or other authority requisite to the installation and operation of the Lighting Units served hereunder.

5. Service. Each lamp shall be controlled by a photoelectric cell which shall operate to energize the lamp during periods of darkness to de-energize it during other periods. The service shall include the supply of lamps and their renewal when burned out. Renewal of lamps will be made only during regular daytime working hours after notification by the customer of the necessity.

6. Outage Allowances. Written notice to the Company prior to 4:00 p.m. of the failure of any light to burn on the previous night shall entitle the customer to a pro rata reduction in the charges under this rate for the hours of failure if such failure continues for a period in excess of 24 hours after the notice is received. Allowances will not be made for outages resulting from riot, fire, storm, flood, interference by civil or military authorities, or any other cause beyond the Company's control.

7. Equipment Removal. If the customer requests that the Company remove or replace any existing street lighting installation, except incandescent lights, the Company will charge for removal or replacement of the street lighting installations and the associated poles and conductors used exclusively for the street lighting installation. The Company's charge will include the cost of removal or replacement plus the estimated remaining book value of the removed or replaced equipment less salvage.

8. Location, Authorization and Protection. The location of lamps to be supplied is to be approved by the properly designated authorized representative of the customer and the customer shall furnish any requisite authority for the erection and maintenance of poles, wires, luminaries and other equipment necessary to operate the lamps at the approved locations. The customer shall protect the Company from damage to the lighting system to the extent of their ability. At the expense of the customer, the Company will relocate a lamp to a new location after receiving a written request from the customer.

TERM OF CONTRACT.

The initial contract term for each Lighting Unit shall be for at least three years.

PAYMENT TERMS.

Standard

RATE SL-P STREET LIGHTING IN CITY OF PHILADELPHIA

AVAILABILITY.

For the safety and convenience of the public, only to a governmental agency, municipal, state or federal, for outdoor lighting of streets, highways, bridges, parks or similar places located within the City of Philadelphia, including directional highway signs at locations where other outdoor lighting service is provided hereunder, and by incandescent filament, mercury-vapor, fluorescent or sodium-vapor lamps of standard sizes and types approved by the Company, only if the customer installs, owns and maintains all Utilization Facilities as hereinafter defined. Service will be provided under this rate for street Lighting Units supported in a conventional manner such as on poles, posts, brackets or hangers, and under conditions of installation and supply acceptable to the Company.

CHARACTERISTICS OF SUPPLY.

Service under this rate will be from series 6.6 ampere circuits or from standard single-phase secondary circuits, as specified by the Company, except that, where conditions require, or where existing standard secondary circuits are not available, the Company at its option may supply service from nonstandard secondary circuits, providing nominally 240 volts.

MONTHLY RATE TABLE.

FIXED DISTRIBUTION SERVICE CHARGE:

For Lighting Units in service as of the fifteenth day of the month.

\$ 8.78 per Lighting Unit supplied from standard secondary (aerial or underground) circuits where the customer owns the individual control for such Lighting Unit.

\$ 8.96 per Lighting Unit supplied from aerial (series or secondary) circuits where the Company provides group controls.

\$12.50 per Lighting Unit supplied from underground (series or secondary) circuits where the Company provides group controls.

VARIABLE DISTRIBUTION SERVICE CHARGE:

0.15¢ per watt.

0.79¢ per kWh of energy billed

ENERGY SUPPLY CHARGE: Refer to the Generation Supply Adjustment Procurement Class 2. (C)

TRANSMISSION SERVICE FOR CUSTOMERS RECEIVING DEFAULT SERVICE: Unless such a customer is able to obtain transmission service on its own, PECO Energy will provide transmission service, and will impose charges on such a customer for such transmission service.

MINIMUM CHARGE: The minimum charge per month will be the Fixed Distribution Service Charge.

STATE TAX ADJUSTMENT CLAUSE, MITIGATION PLAN SURCHARGE AND NUCLEAR DECOMMISSIONING COST ADJUSTMENT APPLY TO THIS RATE. (C)

LIGHTING UNIT.

A Lighting Unit shall comprise each lighting installation which is separately connected to a delivery point on the Company's series or secondary circuit.

DETERMINATION OF BILLING DEMAND.

The wattage, expressed to the nearest tenth of a watt, of a Lighting Unit shall be composed of manufacturer's rating of its lamps, ballasts, transformers, individual controls and other load components required for its operation. The aggregate of wattages of all Lighting Units in service as of the fifteenth day of a month shall constitute the billing demand for the month.

DETERMINATION OF ENERGY BILLED.

The energy use for a month of a Lighting Unit shall be computed to the nearest kilowatt-hour as the product of one-thousandth of its wattage and the Effective January 1, 2011 hours of use of such wattage during the calendar month under the established operation schedules approved by the authorized representatives of the customer and the Company. The aggregate of the kilowatt-hours thus computed for all Lighting Units in service as of the fifteenth day of a month shall constitute the energy billed for the month.

(C) Indicates Change

RATE SL-P STREET LIGHTING IN CITY OF PHILADELPHIA (continued)**TERMS AND CONDITIONS.**

1. **Ownership and Type of Control Facilities.**
 - a. Lighting Units Supplied from Standard Secondary Circuits: customer shall provide, own and maintain for each of such Lighting Units, the individual control of a type approved by the Company except that, at the option of the customer, the Company will continue to provide group control facilities presently in service.
 - b. Lighting Units Supplied from Series and from Nonstandard Secondary Circuits: Company will provide, own and maintain group control facilities.
2. **Ownership of Utilization Facilities.**
 - a. Lighting Units Supplied from Aerial Circuits: customer shall provide, own and maintain the Utilization Facilities comprising the brackets, hangers, luminaries, lamps, ballasts, transformers, individual controls (where used) and other components required for the operation of such Lighting Units, conductors, molding and supporting insulators between the lamp receptacles and line wires of the Company's distribution facilities.

Company shall provide the supporting pole or post for such aerially supplied Lighting Unit and will issue authorization to permit the customer to install thereon the said Utilization Facilities.
 - b. Lighting Units Supplied from Underground Circuits: customer shall provide, own and maintain the Utilization Facilities comprising the supporting pole or post, foundation with 90-degree pipe bend, brackets or hangers, luminaries, lamps, ballasts, transformers, individual controls (where used) and other components required for the operation of such Lighting Units, conductors and conduits from the lamp receptacles to sidewalk level, or in special cases, such as Federally and State financed limited access highways, to a delivery point designated by the Company on its secondary voltage circuit, and shall assume all costs of installing such Utilization Facilities.

Where vertical extensions are required on foreign-owned posts for the support of such underground supplied Lighting Units, the extension shall be provided and owned by the customer. Rentals incurred on such foreign-owned posts shall be the responsibility of the customer.

Except as provided in 5 hereof, the Company shall own conduit from the distribution circuit to the 90-degree pipe bend, shall own conductors from its distribution system to the designated delivery point or the sidewalk level as specified in 2b, and shall provide sufficient length of conductors for splicing at the designated delivery point or in the post base where sidewalk level access is provided. Where a splicing chamber is provided in the post base, the customer shall provide space for any relays or similar devices required for the operation on the street lighting circuit.
3. **Standards of Construction for Utilization Facilities.** Customer construction shall meet the Company's standards which are based upon the National Electrical Safety Code. Designs of proposed construction deviating from such standards shall be submitted to the Company for approval before proceeding with any work.
4. **Power Factor.** The Utilization Facilities provided by the customer shall be of such a nature as to maintain the power factor of each Lighting Unit at not less than 85%.
5. **Supply Facilities.** Lighting service shall be provided from distribution facilities and equipment, including group control facilities where required, installed at the cost and expense of the Company and owned and controlled by it, except that in locations (such as bridges, overpasses, underpasses and limited access highways) where Company ownership of conduit, manholes or vaults may not be practical for reasons beyond its control, the customer shall make available at no expense to the Company, space for the Company's distribution facilities required in rendering service under this rate.
6. **Connection of Lighting Units.** For new Lighting Units, relocated Lighting Units and for any modernization or maintenance work involving connections to the Company's distribution circuits. In accordance with the provisions of 2, the customer shall provide sufficient length of conductors to permit the Company to make taps at the top of the pole for aerial circuits, or for splices to underground circuits at the designated delivery point on the Company's secondary voltage circuit, or at the splicing chamber in the post base (where provided), or at the nearest available manhole, handhole or splice box (where such splicing chamber is not provided). In the latter case, the customer will bill the Company for the cost of the conductors from the sidewalk level to the manhole, handhole or splice box. All work done by the customer that may involve Company street lighting, control, and other distribution circuits shall be performed under Company permit and blocking procedures.
7. **Location and Type of Installation.** The prices of the rate apply to street lighting service under conditions named herein at locations designated by the properly authorized representatives of the customer.
8. **Service.** Lighting service will be operated on all-night, every-night lighting schedules, to be approved by the authorized representatives of the customer and the Company, under which lights normally are turned on after sunset and off before sunrise. Extended lighting service during all daylight hours will be provided for lamps specified by the customer.

RATE SL-P STREET LIGHTING IN CITY OF PHILADELPHIA (continued)

9. Change in Size of Type of Lighting Units. Written notice of any planned change in size or type of any components of Lighting Units by locations shall be furnished by the customer to the Company or less than 10 days prior to the Effective January 1, 2011 date of such change.

The customer shall be responsible for notification to the Company of any changes made in manufacturer's wattage ratings of Lighting Units used.

10. Service Maintenance. Upon receipt of report of Lighting Unit or Units not burning, the Company will determine the cause of failure and will restore service on street lighting or distribution circuit and control equipment, disconnecting if necessary any faulty Lighting Units from the circuit. Customer will make necessary repairs between the lamp receptacle of the faulty Lighting Unit or Units and the point of connection to the Company's street lighting or distribution circuit. In the event the fault is located in the Company owned facilities, the customer will bill the Company for this portion of the replaced facilities.

11. Authorization and Protection. The customer shall, to the extent of ability, furnish any requisite authority for the erection and maintenance of poles wires, fixtures and other equipment necessary to operate the lights at the locations and under the conditions designated, and shall protect the Company from malicious damage to the light system.

12. Additional Lighting. Lighting service for additional lamps installed by the customer will be provided by the Company upon written notice from the customer specifying the locations of the installations unless the proposed additional lighting makes the investment or cost of providing distribution equipment excessive. In which case a portion of the investment or cost shall be borne by the customer subject to agreement between the customer and the Company.

13. Relocation of Lighting Units. Where a pole is replaced by the Company at its own option, it shall be the customer's responsibility to have the Utilization Facilities transferred from the old to the new pole.

14. Outage Allowance. The Company will use reasonable diligence to provide a continuous, regular and uninterrupted supply of service and the customer will use reasonable diligence to protect the lighting system. In lieu of determination of the actual hours of Lighting Unit outages resulting from a failure of any light to burn for any reason, a deduction of 0.20% of the sum of the Company's monthly Variable Distribution Service Charges will be made on the monthly bill. If the customer receives Default service, the outage allowance will also apply to the Energy & Capacity and Transmission Charges. The Company shall not be liable for service interruptions as a result of the customer's failure to protect the lighting system, or as a result of riot, fire, storm, flood, interference by civil or military authorities or any other cause beyond its control. (C)

TERM OF CONTRACT.

The initial contract term for each lighting unit shall be for at least one year.

PAYMENT TERMS.

Bills will be rendered monthly.

(C) Indicates Change

PECO Energy Company

RATE SL-S STREET LIGHTING-SUBURBAN COUNTIES

AVAILABILITY.

Outdoor lighting of streets, highways, bridges, parks and similar places located in Suburban Counties.

ANNUAL RATE TABLE - MANUFACTURER'S RATING OF LAMP SIZES.

Incandescent Filament Lamps

(C)

<u>Size of Lamp</u>	<u>Billing Watts</u>	<u>Distribution</u>
320 Lumens	32	\$ 75.45
600 Lumens	58	\$105.14
1,000 Lumens	103	\$147.47
2,500 Lumens	202	\$202.94
6,000 Lumens	448	\$231.54
10,000 Lumens	690	\$277.20

Mercury Vapor Lamps

<u>Size of Lamp</u>	<u>Billing Watts</u>	<u>Distribution</u>
4,000 Lumens	115	\$173.54
8,000 Lumens	191	\$183.29
12,000 Lumens	275	\$195.43
20,000 Lumens	429	\$229.57
42,000 Lumens	768	\$327.02
59,000 Lumens	1,090	\$368.61

Sodium-Vapor Lamps

<u>Size of Lamp</u>	<u>Billing Watts</u>	<u>Distribution</u>
5,800 Lumens	94	\$172.24
9,500 Lumens	131	\$187.28
16,000 Lumens	192	\$210.34
25,000 Lumens	294	\$238.97
50,000 Lumens	450	\$284.73

ENERGY SUPPLY CHARGE: Refer to the Generation Supply Adjustment, Procurement Class 2.

(C)

STATE TAX ADJUSTMENT CLAUSE, MITIGATION PLAN SURCHARGE AND NUCLEAR DECOMMISSIONING COST ADJUSTMENT APPLY TO THIS RATE.

The Energy Supply Charges: set forth above will apply to the customer if the customer receives Default Service. These charges are not applicable to the customer if it obtains Competitive Energy Supply.

(C)

TRANSMISSION SERVICE FOR CUSTOMERS RECEIVING DEFAULT SERVICE: Unless such a customer is able to obtain transmission service on its own, PECO Energy will provide transmission service, and will impose charges on such a customer for such transmission service.

(C)

GENERAL PROVISIONS.

1. Service. The lighting service will be operated on an all-night, every-night lighting schedule of approximately 4,100 hours annual burning time (average monthly burning hours = 341.11 hours), under which lights are turned on after sunset and off before sunrise. It includes the supply of lamps and their removal when burned out or broken.

2. Outage Allowances. Written notice to the Company prior to 4:00 pm of the failure of any light to burn on the previous night shall entitle the customer to a pro rata reduction to the Company's monthly Variable Distribution Service charges. If the customer receives Default service, the outage allowance will also apply to the Energy & Capacity and Transmission Charges. The monthly bill will be adjusted, pro rate, for the hours of failure if such failure continues for a period in excess of 12 hours after the notice is received. Allowances will not be made for outages resulting from the customer's failure to protect the lighting system or from riot, fire, storm, flood, interference by civil or military authorities, or any other cause beyond the Company's control.

(C)

3. Lighting Installations. The prices in the Rate Table apply to all Company-approved installations for (a) federal, state, county and municipal authorities and community associations entering into a contract for lighting service; and (b) building operation developers for lighting, during the development period, of streets that are to be dedicated, where the municipality has approved the lighting and agreed to subsequently assume the charges for it under a standard contract.

Standard lighting installations under standard conditions of supply will be made on the public highways at the expense of the Company to the extent warranted by the revenue in prospect, any additional investment to be assumed by the customer.

(C) Indicates Change

RATE SL-S STREET LIGHTING-SUBURBAN COUNTIES (continued)

Standard supply to lighting installations will be from aerial wires, except that, at the option of the Company, in areas where its other electric distribution facilities are underground, supply may be underground.

For underground supply furnished at the request of the Company where aerial supply would be normal, or for other than standard installations made at the request of the customer and of a type approved by the Company, the Company will assume the cost up to the amount it would normally have invested and the additional cost shall be assumed by the customer.

The installation cost of lighting on private property, or for contracts of less than standard term, shall be paid by the customer.

Title to all lighting installations of a type approved by the Company shall be vested in the Company and all necessary maintenance, repair and replacement of equipment in such installations will be made by the Company. Maintenance, repair and replacement of nonstandard equipment shall be at the expense of the customer.

4. Excess Costs. In cases where the remote location of the proposed new or additional lighting, or the number or spacing of the lamps, or the lack of necessary supply lines or any other reason makes the cost of installation excessive, such excess costs shall be assumed by the customer as mutually agreed.

5. Location, Authorization and Protection. The location of lamps to be supplied is to be approved by the properly designated authorized representative of the customer and the customer shall furnish any requisite authority for the erection and maintenance of poles, wires, luminaries and other equipment necessary to operate the lamps at the approved locations. The customer shall protect the Company from damage to the lighting system to the extent of the customer's ability. At the expense of the customer, the Company will relocate a lamp to a new location after receiving a written request from the customer.

6. Equipment Removal. If the customer requests that the Company remove or replace any existing street lighting installation, except incandescent lights, the Company will charge for removal or replacement of the street lighting installations and the associated poles and conducts used exclusively for the street lighting installation. The Company's charge will include the cost of removal or replacement plus the estimated remaining life value of the removed or replaced equipment less salvage.

PAYMENT TERMS.

Bills will be rendered monthly. Each month, for the purpose of prorating the price, shall be considered 1/12 of a year.

TERM OF CONTRACT.

The initial contract term for each lighting installation shall be for at least three years.

RATE SL-E STREET LIGHTING CUSTOMER-OWNED FACILITIES

AVAILABILITY.

To any governmental agency for outdoor lighting provided for the safety and convenience of the public of streets, highways, bridges, parks or similar places located outside of the City of Philadelphia, including directional highway signs at locations where other outdoor lighting service is established hereunder only if all of the utilization facilities, as defined in Terms and Conditions in this Base Rate, are installed, owned and maintained by a governmental agency.

This rate is also available to community associations of residential property owners both inside and outside the City of Philadelphia for the lighting of streets that are not dedicated. This rate is not available to commercial or industrial customers. All facilities and their installation shall be approved by the Company.

(C)

MONTHLY RATE TABLE.

SERVICE LOCATION DISTRIBUTION CHARGE: \$7.11 per Service Location (as defined below)

(C)

ENERGY SUPPLY CHARGE: Refer to the Generation Supply Adjustment Procurement Class 2

TRANSMISSION SERVICE FOR CUSTOMERS RECEIVING DEFAULT SERVICE: Unless such a customer is able to obtain transmission service on its own, PECO Energy will provide transmission service, and will impose charges on such a customer for such transmission service.

STATE TAX ADJUSTMENT CLAUSE, MITIGATION PLAN SURCHARGE AND NUCLEAR DECOMMISSIONING COST ADJUSTMENT APPLY TO THIS RATE.

(C)

SERVICE LOCATION.

A Service Location shall comprise each lighting installation and must be separately connected to a delivery point on the Company's secondary circuit.

DETERMINATION OF BILLING DEMAND.

The wattage, expressed to the nearest tenth of a watt, of a Service Location shall be composed of manufacturer's rating of its lamps, ballasts, transformers, individual controls and other load components required for its operation. The aggregate of wattages of all Service Locations in service shall constitute the billing demand for the month.

DETERMINATION OF ENERGY BILLED.

The energy use for a month of a Service Location shall be computed to the nearest kilowatt-hour as the product of one-thousandth of its wattage and the effective hours of use of such wattage during the calendar month under the established operation schedules as set forth under Terms and Conditions, Paragraph 6 Service. The aggregate of the kilowatt-hours thus computed for all Active Service Locations shall constitute the energy billed for the month.

TERMS AND CONDITIONS.

1. Ownership of Utilization Facilities.

a. Service Locations Supplied from Aerial Circuits: customer shall provide, own and maintain the Utilization Facilities comprising the brackets, hangers, luminaries, lamps, ballasts, transformers, individual controls, conductors, molding and supporting insulators between the lamp receptacles and line wires of the Company's distribution facilities and any other components as required for the operation of each Service Location.

The Company shall provide the supporting pole or post for such aerially supplied Service Location and will issue authorization to permit the customer to install thereon the said Utilization Facilities.

b. Service Locations Supplied from Underground Circuits: customer shall provide, own and maintain the Utilization Facilities comprising the supporting pole or post, foundation with 90-degree pipe bend, brackets or hangers, luminaries, lamps, ballasts, transformers, individual controls, conductors and conduits from the lamp receptacles to sidewalk level, or in special cases, such as Federally and State financed limited access highways, to a delivery point designated by the Company on its secondary voltage circuit, and shall assume all costs of installing such utilization facilities.

Except as provided in Paragraph 4 Supply Facilities, the Company shall own conduit from the distribution circuit to the 90-degree pipe bend, shall own conductors from its distribution system to the designated delivery point and shall provide sufficient length of conductors for splicing at the designated delivery point or in the post base where sidewalk level access is provided.

2. Standards of Construction for Utilization Facilities. Customer construction shall meet the Company's standards which are based upon the National Electrical Safety Code. Designs of proposed construction deviating from such standards shall be submitted to the Company for approval before proceeding with any work.

(C) Indicates Change

RATE SL-E STREET LIGHTING CUSTOMER-OWNED FACILITIES (continued)

3. Power Factor. The Utilization Facilities provided by the customer shall be of such a nature as to maintain the power factor of each Lighting Unit at not less than 85%.

4. Supply Facilities. Lighting service shall be supplied from distribution facilities and equipment installed, owned and maintained by the Company. A customer contribution for new, additional or relocated lighting service may be required as described in Paragraph 10.

Where Company ownership of conduit, manholes or vaults may not be practical for reasons beyond its control (such as bridges, overpasses, underpasses and limited access highways), the customer shall make available at no expense to the Company, space for the Company's distribution facilities required in rendering service under this rate.

5. Connection of Service Location. For new, additional or relocated Service Locations and for any modernization or maintenance work involving connections to the Company's distribution circuits, the customer will provide sufficient length of conductors to permit the Company to make taps at the top of the pole for aerial circuits, or for splices to underground circuits at the designated delivery point on the Company's secondary voltage circuit. All work done by the customer that may involve Company street lighting, control, and other distribution circuits shall be performed under Company permit and blocking procedures.

6. Service. Lighting service will be operated on all-night, every-night lighting schedules, under which lights normally are turned on after sunset and off before sunrise with approximately 4,100 annual operating hours. Extended lighting service during all daylight hours will be supplied for lamps specified by the customer.

7. Change in Size and Type of Service Locations. Written notice of any planned change in size or type of any components of Service Locations shall be furnished by the customer to the Company not less than 10 days prior to the Effective January 1, 2011 date of such change. The customer shall be responsible for notification to the Company of any changes made in manufacturer's wattage ratings at any Service Location.

8. Service Maintenance. Upon receipt of report of a Service Location not receiving power, the Company will determine the cause of power failure and will restore service to the distribution circuit and control equipment, disconnecting, if necessary, any faulty Service Location from the circuit. Customer will make necessary repairs between the lamp receptacle of the faulty utilization facilities and the point of connection to the Company's distribution circuit. In the event the fault is located in the Company owned facilities, the customer will bill the Company for this portion of the replaced facilities.

9. Authorization and Protection. The customer shall, to the extent of one's ability, furnish any requisite authority for the erection and maintenance of poles, wires, fixtures and other equipment necessary to operate the lights at the locations and under the conditions designated, and shall protect the Company from malicious damage to the lighting system.

10. New, Additional or Relocated Lighting. The total costs to provide lighting service for new, additional or relocated lamps installed by the customer shall be subject to a revenue test. If the costs exceed the estimated revenue recovered through the Company's tariffed Variable Distribution Service Charges for four years, a customer contribution for all excess costs will be required.

11. Relocation of Service Locations. Where a pole is replaced by the Company at its own option, it shall be the customer's responsibility to have the Utilization Facilities transferred from the old to the new pole.

TERM OF CONTRACT.

The initial contract term for each Service Location shall be for at least one year.

PAYMENT TERMS.

Bills will be rendered monthly.

RATE TL TRAFFIC LIGHTING SERVICE

AVAILABILITY.

To any municipality using the Company's standard service for electric traffic signal lights installed, owned and maintained by the municipality.

CURRENT CHARACTERISTICS.

Standard single-phase secondary service.

RATE TABLE.

VARIABLE DISTRIBUTION SERVICE CHARGE: 2.14¢ per kWh

ENERGY SUPPLYCHARGE: Refer to the Generation Supply Adjustment Procurement Class 2

(C)

TRANSMISSION SERVICE FOR CUSTOMERS RECEIVING DEFAULT SERVICE: Unless such a customer is able to obtain transmission service on its own, PECO Energy will provide transmission service, and will impose charges on such a customer for such transmission service.

STATE TAX ADJUSTMENT CLAUSE, MITIGATION PLAN SURCHARGE AND NUCLEAR DECOMMISSIONING COST ADJUSTMENT APPLY TO THIS RATE. (C)

SPECIAL RULES AND REGULATIONS.

The use of energy will be estimated by the Company on the basis of the size of lamps and controlling apparatus and the burning-hours. The customer shall immediately notify the Company whenever any change is made in the equipment or the burning-hours, so that the Company may forthwith revise its estimate of the energy used.

The Company shall not be liable for damage to person or property arising, accruing or resulting from the attachment of the signal equipment to its poles, wires, or fixtures.

MINIMUM CHARGE.

\$3.56 per month per signal light.

TERM OF CONTRACT.

The initial contract term for each signal light installation shall be for at least one year.

PAYMENT TERMS.

Standard.

(C) Indicates Change

RATE BLI BORDERLINE INTERCHANGE SERVICE**AVAILABILITY.**

Electric service supplied under reciprocal agreements, to neighboring electric utilities for resale in their adjacent territory at delivery points where the Company in its judgment can provide capacity in excess of the requirements of present and prospective customers in its own territory and for periods fixed by contract and terminable after the expiration of the initial term if capacity is no longer available.

CURRENT CHARACTERISTICS.

Standard primary or secondary service.

MONTHLY RATE TABLE.**INVESTMENT CHARGE:**

An amount equal to 1% per month on the additional investment in facilities required to deliver and meter the service supplied.

BORDERLINE INTERCHANGE SERVICE CHARGE:

14.86¢ per kWh.

(C)

STATE TAX ADJUSTMENT CLAUSE, NUCLEAR DECOMMISSIONING COST ADJUSTMENT APPLY TO THIS RATE.

MEASUREMENT.

The energy delivered may be metered or may be estimated from the purchaser's resales plus an agreed-upon correction to cover transformation and distribution losses.

TERM OF CONTRACT.

The initial contract term shall be for at least five years, and thereafter from year to year until terminated by 60 days' notice from either party.

PAYMENT TERMS.

Payment of amounts billed shall be made within 15 days from date of bill.

(C) Indicates Change

PECO Energy Company

RATE EP ELECTRIC PROPULSION

AVAILABILITY.

This rate is available only to the National Rail Passenger Corporation (AMTRAK) and to the Southeastern Pennsylvania Transportation Authority (SEPTA) for untransformed service from the Company's standard high-tension lines, where the customer installs, owns, and maintains any transforming, switching and other receiving equipment required and where the service is provided for the operation of electrified transit and railroad systems and appurtenances.

CURRENT CHARACTERISTICS.

Standard sixty hertz (60 Hz) high-tension service.

MONTHLY RATE TABLE.

FIXED DISTRIBUTION SERVICE CHARGE: \$1,263.68 per delivery point (C)

VARIABLE DISTRIBUTION SERVICE CHARGE:

\$3.03 per kW of billing demand

0.23¢ per kWh

ENERGY SUPPLY CHARGE: Refer to the Generation Supply Adjustment Procurement Class 4. (C)

TRANSMISSION SERVICE FOR CUSTOMERS RECEIVING DEFAULT SERVICE: Unless such a customer is able to obtain transmission service on its own, PECO Energy will provide transmission service, and will impose charges on such a customer for such transmission service.

HIGH VOLTAGE DISTRIBUTION DISCOUNT:

For delivery points supplied at 33,000 volts: 7¢ per kW

For delivery points supplied at 69,000 volts: 28¢ per kW for first 10,000 kW of measured demand.

For delivery points supplied over 69,000 volts: 28¢ per kW for first 100,000 kW of measured demand.

STATE TAX ADJUSTMENT CLAUSE, MITIGATION PLAN SURCHARGE AND NUCLEAR DECOMMISSIONING COST ADJUSTMENT APPLY TO THIS RATE. (C)

DETERMINATION OF BILLING DEMAND.

The billing demand will be computed to the nearest kilowatt and will never be less than the measured demand, adjusted for power factor in accordance with the Rules and Regulations, nor less than 5,000 kilowatts. Additionally, during the eight months of October through May the billing demand will not be less than 40% of the maximum demand specified in the contract nor less than 80% of the highest billing demand in the preceding months of June through September excluding energy supply charges. (C)

CONJUNCTIVE BILLING OF MULTIPLE DELIVERY POINTS.

If the load of a customer located at a delivery point becomes greater than the capacity of the circuits established by the Company to supply the customer at that delivery point, upon the written request of the customer, the Company will establish a new delivery point & bill the customer as if it were delivering and metering the two services at a single point, as long as installation of the new service is, in the Company's opinion, less costly for the Company than upgrading the service to the first delivery point.

(C) Indicates Change

RATE AL - ALLEY LIGHTING IN CITY OF PHILADELPHIA

APPLICABILITY. To multiple, unmetered lighting service supplied the City of Philadelphia to operate incandescent lamps and appurtenances installed, owned and maintained by the City, which assumes the cost involved in making the connections to the Company's facilities.

LIGHTING DISTRIBUTION SERVICE DEFINED. All-night outdoor lighting of alleys and courts by incandescent lights installed on poles or supports supplied by the City.

NOTICE TO COMPANY. The City shall give advance notice to the Company of all proposed new installations or of the replacement or reconstruction of existing installations. The City shall advise the Company as to each new installation or change in the equipment or connected load of an existing installation, including any change in burning hours and the date on which such new or changed operation took effect.

MONTHLY RATE TABLE.

VARIABLE DISTRIBUTION SERVICE CHARGE: 11.29¢ per kWh

ENERGY SUPPLY CHARGE: Refer to the Generation Supply Adjustment Procurement Class 2 (C)

TRANSMISSION SERVICE FOR CUSTOMERS RECEIVING DEFAULT SERVICE: Unless such a customer is able to obtain transmission service on its own, PECO Energy will provide transmission service, and will impose charges on such a customer for such transmission service. (C)

STATE TAX ADJUSTMENT CLAUSE, MITIGATION PLAN SURCHARGE AND NUCLEAR DECOMMISSIONING COST ADJUSTMENT CLAUSE APPLY TO THIS RATE (C)

PLAN OF MONTHLY BILLING.

Bills may be rendered in equal monthly installments, computed from the calculated annual use of energy, adjusted each month to give effect to any new or changed rate of annual use, by reason of changes in the City's installation, with charge or credit for fractional parts of the month during which a change occurred.

LIABILITY PROVISION.

The Company shall not be liable for damage, or for claims for damage, to persons or property, arising, accruing or resulting from, installation, location or use of lamps, wires, fixtures and appurtenances; or resulting from failure of any light, or lights, to burn for any cause whatsoever.

TERM OF CONTRACT.

The initial contract term for each lighting unit shall be for at least one year.

(C) Indicates Change

APPLICABILITY INDEX OF RIDERS
Introductory Statement

Customers under different rates of this Tariff frequently desire services or present situations and conditions of supply which require special supply terms, charges or guarantees or which warrant modification of the amount or method of charge from the prices set forth in the Base Rate under which they are provided service. Modifications for such conditions are defined by rider provisions included as a part of this Tariff. Riders may be employed when applicable, with or without signed agreement between the customer and the Company as the case may require, notwithstanding anything to the contrary contained in the Base Rate to which the rider is applied.

Riders	Page No.	R	RT	RH	RS	OP	GS	PD	HT	POL	SL-P	SL-S	SL-E	EP	BLI	AL
Auxiliary Service	63-64	X	X	X	X	X	X	X	X							
CAP Rider	67	X		X												
Casualty	68	X	X	X	X	X	X	X	X					X		
Construction	68							X	X					X		
Cooling Therm. Storage HT	69								X							
Economic Development	70-71															
Emergency Energy Conservation	72								X					X		
Interruptible Rider Mandatory	73															
Interruptible Rider - Voluntary & System Reliability	74															
Investment Return Guarantee	75						X	X	X							
Night Service GS	76						X									
Night Service HT	77								X					X		
Night Service PD	78							X								
Receivership	79	X	X	X	X	X	X	X	X							
Seasonal Capacity Charge	80								X							
Temporary Service	81	X		X	X	X	X	X	X							
Transformer Rental	82							[1]	[1]							
¹ Voluntary Market Price Transition Deferral Rider	83															
Wind Energy Service	84	X		X			X	X	X					X		

NOTES: [1] Rider restricted to customers served prior to October 15, 1963.

(C) Indicates Change

(C)

AUXILIARY SERVICE RIDER

APPLICABILITY. To customers, including but not limited to, Qualifying Facilities or Small Power Producers and cogenerators as defined in the Public Utility Regulatory Policies Act, whose electrical requirements are partially or wholly provided by facilities not owned by the Company and when such facilities operate in parallel with the Company, will be supplied under the provisions of this rider and the customer's other applicable Base Rate and riders.

EXTENT OF SUPPLY. The maximum firm supply available from the Company will be defined by contract except for customers served on Rates R, R-H and GS-without demand measurement.

PARALLEL OPERATION. The customer shall not commence initial operation of any other source of supply in parallel with the Company's distribution or transmission lines until written permission is given by the Company for such parallel operation. Written permission is not necessary for reestablishing parallel operation, but the customer shall notify the Company when resuming any parallel operation after an outage. The Company shall have the right to inspect the customer's installation in accordance with Tariff Rule 9.3.

TYPE OF SUPPLY. The following types of power supply are available:

Supplementary Power supply is available to add to alternative generating capacity whether or not owned by the customer. All power provided pursuant to this Rider shall be Supplementary Power unless it is provided within the definition of Back-up Power or Maintenance Power.

Back-Up Power supply is available to replace customer's alternative generating capacity ("AGC") whether or not owned by the customer during a forced outage of all or part of such generating capacity. A forced outage is defined as an immediate reduction in output or capacity or removal from service, in whole or in part, of a generating unit by reason of an emergency or threatened emergency, unanticipated failure, or other cause beyond the control of the owner or operator of the facility. A reduction in output or removal from service of a generating unit in response to changes in market conditions shall not constitute a forced outage. Back-Up Power (firm and interruptible) shall be limited to 15% of the hours in any twelve-month period after which any additional power utilized shall be billed at Supplementary Power. The customer must orally notify the Company immediately when Back-Up Power is used, and within one business day after the forced outage giving rise to the need for Back-Up Power, shall furnish the Company with a letter verifying the outage, specifying the time at which the outage commenced, the reason for the outage, and providing the best estimate possible of its duration. Oral and written notice shall also be provided to the Company within one business day following the conclusion of the forced outage. The Company may require verification of the cause of such forced outage. The foregoing 15% limitation on the number of hours in which Back-Up Power may be received shall not apply during the following periods, nor shall such periods be taken into account in determining whether Back-Up Power use in any subsequent period has exceeded such limitation: (a) in the case of an AGC facility with rated capacity of 1 MW or less, the three-month period commencing on the date such facility is first operated in parallel with the Company's service; and (b) in the case of an AGC facility with rated capacity in excess of 1 MW; the six-month period commencing on the date such facility is first operated in parallel with the Company's service.

Maintenance Power is available to replace AGC during periods of scheduled maintenance. Maintenance Power will be supplied on a scheduled basis in one of the following manners:

- (a) Upon mutual agreement, at any time.
- (b) Upon at least 60 days written notice and not more than 180 days written notice by the customer, the Company will advise the customer, within 30 days of the receipt of the request, of the availability of the requested Maintenance Power, for power required for a period of more than 48 hours duration. If the power is unavailable during the requested period, the Company will provide Maintenance Power within 30 days prior or subsequent to the beginning of the requested period and will so inform the customer.
- (c) Upon 360 days written notice by the customer, the Company will provide Maintenance Power during the requested period, unless the cumulative total of all such power requested during such time period will exceed 5% of the Company's operable generating capacity, in which case the provisions of (b) above will apply.
- (d) For Maintenance Power required for a period of 48 hours or less duration, at a demand of 50 MW or less, the Company will supply such power on a least 30 days written notice.
- (e) The Company in its sole discretion may refuse to schedule firm Maintenance Power during the months of June through September except that Maintenance Power as defined in (d) above will be made available during June through September as long as it can be scheduled during Off-Peak Hours.

Maintenance Power will be limited to no more than 120 days in any twelve-month period, and no more than 60 consecutive days, after which any additional power utilized shall be billed as Supplementary Power. The foregoing limitations on the number of days in which Maintenance Power may be received shall not apply during the following periods, nor shall such periods be taken into account in determining whether Maintenance Power use in any subsequent period has exceeded such limitations: (a) in the case of an AGC facility with rated capacity of 1 MW or less, the three-month period commencing on the date such facility is first operated in parallel with the Company's service; and (b) in the case of an AGC facility with rated capacity in excess of 1 MW, the six-month period commencing on the date such facility is first operated in parallel with the Company's service. The supply of Maintenance Power will be terminated when generating capacity from which the customer is supplied is returned to operation as indicated by the recorded demands on the Company's metering equipment, or upon notification to the Company by the customer, or upon the expiration of the maximum maintenance period, whichever occurs first.

AUXILIARY SERVICE RIDER (continued)

INTERRUPTIBLE POWER FOR BACK-UP OR MAINTENANCE. Customers with a minimum of 1,000 KW of interruptible Back-Up or Maintenance Power and who purchase their interruptible back-up or maintenance energy from PECO Energy may contract for interruptible supply. When a customer contracts for interruptible supply, such supply shall be interrupted when, in the sole judgment of the Company, any production, transmission or distribution capacity limitations exist. The customer shall interrupt such load after a minimum of sixty minutes prior notice by the Company. When a customer is notified by the Company to interrupt service and the customer fails to interrupt, a penalty shall be assessed consistent with the charges assessed by PJM to PECO. (C)

RATE AND BILLING.

All monthly bills for service on this rider shall include one application of the Fixed Distribution Service Charge of the applicable rate. All other capacity and energy charges of the applicable rate shall be modified as set forth below.

Supplementary Power. Billing shall be under the provisions of the applicable rate and riders.

Firm Back-up Power. Charges are per kilowatt of demand specified in the contract for back-up supply. This charge shall include energy use equal in cost to the total monthly demand charge.

For all customers:

Variable Distribution Service Charge: \$0.34 per kW
Energy Supply Charge applicable to procurement clause 4 only

For service billed at:

High Tension Voltage:

Variable Distribution Service Charge: 0.87¢ per kWh
Energy Supply Charge: Generation Supply Adjustment procurement class 2, 3 or 4 (C)

Primary Voltage:

Variable Distribution Service Charge: 1.89¢ per kWh
Energy Supply Charge: Generation Supply Adjustment procurement class 2, 3 or 4 (C)

Secondary Voltage:

Variable Distribution Service Charge: 2.34¢ per kWh
Energy Supply Charge: Generation Supply Adjustment procurement class 2, 3 or 4 (C)

The preceding "Energy Supply Charge" will apply to the customer if the customer receives Default Service. These charges are not applicable to the customer if it obtains Competitive Energy Supply.

Interruptible Back-Up Power.

For service billed at:

High Tension Voltage:

Variable Distribution Service Charge: 0.16¢ per kWh
Generation Supply Adjustment Procurement Class 2, 3 or 4 (C)

Primary Voltage:

Variable Distribution Service Charge: 0.30¢ per kWh
Generation Supply Adjustment Procurement Class 2, 3 or 4 (C)

Secondary Voltage:

Variable Distribution Service Charge: 0.85¢ per kWh
Generation Supply Adjustment Procurement Class 2, 3 or 4 (C)

The preceding Energy Supply Charges will apply to the customer if the customer received Default Service. These charges are not applicable to the customer if it obtains Competitive Energy Supply from an EGS. The rate design Phase-out factors in the GSA shall not apply. (C)

(C) Indicates Change

AUXILIARY SERVICE RIDER (continued)**FIRM MAINTENANCE POWER.**

June through September: Same as Supplementary Power.
October through May: Same as Interruptible Back-Up Power.

INTERRUPTIBLE MAINTENANCE POWER. Same as Interruptible Back-Up Power.

STATE TAX ADJUSTMENT CLAUSE APPLIES TO THIS RIDER

BILLING. Bills rendered to the customer shall distinguish between the customer's use of Supplementary Power, Back-Up Power and Maintenance Power. In the event that the customer receives two or more types of supply during the billing period, the billing characteristics shall be determined as follows:

- (a) the billing demand will be the maximum measured demand, adjusted for power factor in accordance with the Rules and Regulations, occurring during any unscheduled outage period of the month less the Supplementary Power billing demand; less the Scheduled Maintenance Power Capacity for the month if one or both of these additional services are provided at the time of maximum measured demand.
- (b) the energy use billed as Back-Up and/or Maintenance Power shall be one-half of the sum of the Back-Up and/or Maintenance half-hour demands;
- (c) the total energy use, less the energy use determined in (b) shall be the energy use for Supplementary Power;
- (d) if only one type of power is used, billing shall be in accordance with the total recorded demand and energy use.

DISTRIBUTION FACILITIES. Any investment in additions or changes to the Company's distribution facilities required to provide auxiliary service (in excess of such investments normally made by the Company to provide equivalent service to the customer) will be paid by the customer before the interconnection of Company and customer facilities. In addition, when necessary, the cost of communications equipment, such as telemetering or telephone, will be paid by the customer.

POINTS OF SERVICE. The Company shall not be required to serve customers receiving electric power from AGS facilities at multiple points of service that were used prior to the parallel operation of the AGS facilities if after the introduction of these AGS facilities the multiple points of service are disadvantageous to the Company or pose unacceptable risks.

DATA. The customer shall furnish such detailed load data and data on forced outage rates as the Company shall, from time to time, require, together with such supporting documentation as the Company shall request, in order for the Company to collect data and prepare such reports as may be required by the Commission.

TERM. Annual, except where otherwise specified by the firm rate.

Customer Assistance Program (CAP) Rider**AVAILABILITY:**

(C)

To payment-troubled customers who are currently served under or otherwise qualify for Rate R, RT, or RH (excluding multiple dwelling unit buildings consisting of two to five dwelling units). Customers must apply for the rates contained in this rider and must demonstrate annual household gross income at or below 150% of the Federal Poverty guidelines. Based on the applicable level of income and other criteria, the following CAP Rate categories (A/B through E) apply:

CAP A/B: Customers with annual household gross incomes at or below 25% of the Federal poverty income guidelines will be eligible for the CAP A/B Rate which provides a nominal xx% discount on the total bill for electric service subject to a maximum discount of \$xxx.xx. Rate RH discount shall be XX% subject to a maximum discount of \$xxx.xx. Customers must be on budget billing, will be subject to a \$12 monthly bill minimum (\$30 for Rate RH customers in October through June). Maximum discounts shall be based on a 650 kWh bill.

CAP C: Customers with annual household gross incomes at or greater than 26% but less than 51% of the Federal poverty income guidelines will be eligible for the CAP C Rate which provides a nominal xx% discount on the total bill for electric service subject to a maximum discount of \$xxx.xx. Rate RH discount shall be XX% subject to a maximum discount of \$xxx.xx. Customers must be on budget billing. Maximum discounts shall be based on a 650 kWh bill

CAP D: Customers with annual household gross incomes at or greater than 51% but less than 101% of the Federal poverty income guidelines will be eligible for the CAP D Rate which provides a nominal XX% on the total bill for electric service subject to a maximum discount of \$xxx.xx. Rate RH discount shall be XX% subject to a maximum discount of \$xxx.xx.. Maximum discounts shall be based on a 650 kWh bill

CAP E: Customers with annual household gross incomes from 101% up to and including 150% of the Federal poverty income guidelines will be eligible for the Customer Assistance Program CAP E Rate which provides a nominal XX% discount on the total bill for electric service subject to a maximum discount of \$xxx.xx. Rate RH discount shall be XX% subject to a maximum discount of \$xxx.xx. Maximum discounts shall be based on a 650 kWh bill.

DISCOUNT LEVELS: The Company shall be required to modify the level of discounts set forth as part of its annual USFC filing. If the calculated discounts result in a discount greater than the level allowed by the Commission, the discount for each class will be scaled back on a prorata basis such that the total cost does not exceed the allowed level.

CERTIFICATION/VERIFICATION Prior to enrollment in the CAP Rider, and then again every two years, customers must verify, to PECO's satisfaction, that their household income level meets the "Availability" standards set forth in this Rider. Customers being considered for the CAP Rider will be required to:

- Provide information sufficient to demonstrate to PECO their household income level.
- Waive certain privacy rights to enable PECO to effectively conduct the above certification process.
- Apply for and assign to PECO at least one energy assistance grant from the Commonwealth.
- Participate in various energy education and conservation programs facilitated by PECO.

PECO may, at its sole discretion, supplement this verification process by using data from Commonwealth or federal government programs which demonstrate the income eligibility of its customers. Such data may come from a customer's participation in, or receipt of benefits from, the Low Income Home Energy Assistance Program, Aid to Families with Dependent Children, Food Stamps, Supplemental Security Income, and Medicaid. Information available from the Pennsylvania Department of Revenue may also be used where appropriate to expedite the process.

MINIMUM CHARGE. The minimum charge per month will be the fixed distribution charge for all customers unless otherwise noted

(C) Indicates Change

CASUALTY RIDER

AVAILABILITY/APPLICABILITY. To service provided during a period when a customer is prevented for a length of time in excess of 48 hours from using all or a substantial part of the amount contracted for by reason of strike, riot, fire, storm, flood, drought, interference by civil or military authorities, or any other cause beyond the customer's control ("Period of Interruption").

NOTICE REQUIRED. Written request shall be made to the Company for the application of this rider with advice as to the extent of the interruption, its date, cause and probable duration. Written requests must be submitted to the Company within 30 calendar days after the end of the Period of interruption.

RATE IMPACT. During Periods of Interruption, PECO Energy will not apply guarantees of revenue (ratchet, power factor adjustment, minimum billing demand, and contract minimum) as contained in the customer's Contract, but will apply the actual registered demand. If the customer receives Default Service, the terms of this rider shall not apply to the Energy Supply Charge. (C)

BILLS PRORATED. Bills supplied shall be prorated, based upon the actual level of operation during the Period of Interruption.

RETURN TO NORMAL USE. The customer shall use reasonable diligence in resuming the use of service as provided in the Contract.

TERM OF CONTRACT. The initial contract term shall be extended for a period equal to the Period of Interruption so that the Company shall secure a working term at full connected load equal to the term of the Contract.

(C) Indicates Change

CONSTRUCTION RIDER

AVAILABILITY/APPLICABILITY. To service provided during or immediately following a major construction or expansion period or during a receding load period, after the expiration of the initial contract term, while a business is in process of dissolution. A major construction or expansion period is defined as a construction or expansion project undertaken by the customer which upon completion will require an upward modification of the customer's contract limits.

RATE IMPACT. During the expanding load period preceding the operation within the load limits provided in the contract or the receding load period subsequent to the fulfillment of the initial contract term, PECO Energy will not apply the following guarantees of revenue: power factor adjustment, minimum billing demand, and contract minimum. If the customer receives Default Service, the terms of this rider shall not apply to the Energy Supply Charge. (C)

RIDER TERM. The total term of application of this rider during the preliminary or construction period shall be 6 months subject to the option of the Company to grant not more than three successive renewals of the rider term on major construction projects. Its application during a receding load period subsequent to the completion of an initial contract term shall be for not more than one year.

TERM OF CONTRACT. The initial contract term for service to expanding locations to which this rider is applied shall be extended for a period corresponding to the total number of months this rider is applied to the customer's bill during construction or expansion of the customer's facility.

OTHER RIDERS. This rider, when applied to service to temporary installations to which the Temporary Service Rider is also applied, shall not operate as a waiver of the requirement that monthly minimum charges be paid for a period of not less than 6 months.

(C) Indicates Change

COOLING THERMAL STORAGE HT RIDER

AVAILABILITY/APPLICABILITY. To customers displacing at least 50% of their conventional cooling capacity by utilizing a qualifying Cooling Thermal Storage application. To qualify, the customer must submit to the Company for technical review and approval, an engineering study performed by a professional engineer registered in the Commonwealth of Pennsylvania.

DEFINITION OF PEAK HOURS. On-Peak Hours are defined as the hours between 8:00 a.m. and 8:00 p.m., Eastern Standard Time or Daylight Savings Time, whichever is in common use, daily except Saturdays, Sundays and holidays; except that the On-Peak Hours will end at 4:00 p.m. on Fridays and during the months of June through September, On-Peak Hours will commence at 10:00 a.m. instead of 8:00 a.m. Off-Peak Hours are defined as the hours other than those specified as On-Peak Hours.

RATE IMPACT. Rate HT, including all its terms and guarantees, is applicable to service provided during On-Peak Hours. The capacity charges and blocking of the energy charges contained in the Variable Distribution Service Charges, and Energy Supply Charges (if applicable) in Rate HT shall be based on the billing demand for On-Peak Hours except that, when the greatest demand during Off-Peak Hours, as determined by measurement, exceeds the demand specified for Off-Peak Hours, the amount of such excess shall be added to the billing demand for On-Peak Hours and the resultant sum shall then constitute the basis for said capacity charges and blocking of energy charges. During the eight months of October through May, the billing demand will not be less than 80% of the average billing demand in the preceding months of June through September. If the customer receives Default Service, the terms of this rider shall not apply to the Energy Supply Charge. (C)

MONTHLY RATE TABLE.

MONTHLY RATE TABLE.

Cooling Thermal Storage Service Billing and Metering Charge: \$11.39
Off-peak charge per kW of Off-Peak billing demand per month: \$0.92

STATE TAX ADJUSTMENT CLAUSE APPLIES TO THIS RIDER.

DETERMINATION OF OFF-PEAK BILLING DEMAND. The Off-Peak billing demand shall be the amount by which the greatest demand during Off-Peak Hours, as determined by measurement, exceeds the billing demand for On-Peak Hours, whether the latter is a minimum or an actual demand, except that, when said greatest demand during Off-Peak Hours exceeds the demand specified for Off-Peak Hours, said greatest Off-Peak demand shall be reduced by the amount of the excess in determining the Off-Peak billing demand.

(C) Indicates Change

ECONOMIC DEVELOPMENT RIDER

(C)

AVAILABILITY/APPLICABILITY. This rider is available to customers taking service under Rate HT, PD, or GS. The Company will not begin to apply the rider until at least 30 days after the customer provides to the Company written notice of its desire to be placed on the rider. Customers can qualify for this rider through provisions of either I-A, I-B, IC; or II below.

- I. **EMPLOYMENT & LOAD GROWTH:** designed to encourage environmentally sustainable growth in all sectors of the industrial and commercial group, customers can qualify by meeting the appropriate requirements below.

QUALIFICATIONS.

A. Existing Non-Manufacturing Customers

- 1. Demonstrate a sustained (minimum 3 months) minimum of 0.5MW increase in load as measured on PECO's meter and,
- 2. Demonstrate increasing employment of 10 jobs/MW as reported out on PA Form UC-2 for the same period as #1 and,
- 3. Achieve a Certified Rating from the Leadership in Energy and Environmental Design (LEED) Green Building standards for New Construction and Major Renovations or LEED for Existing Buildings whichever is applicable.

B. Manufacturing Customers

- 1. The New Manufacturing Customer or existing manufacturing customer files with the Company, before the effective date of the rider for the Service Location, a Manufacturing Sales Tax Exemption Certificate, as defined below, for the Service Location. This condition is waived for Stevedoring Operations located within a Port Enterprise Development Area as defined in Title 12, Chapter 121 of the Pennsylvania Code.
- 2. The existing manufacturing customer files with the Company copies of the Base Period Employment Reports as defined below, for the Service Location.
- 3. For existing locations has already demonstrated a minimum 10 new jobs and a sustained increase in usage (minimum of 100 kW for at least 3 months) over the Base Period, as defined below. The Company reserves the right to request documentation to demonstrate that employment levels have been maintained over the course of eligibility for this rider.

C. Brownfield Redevelopment

- 1. A new or existing customer who develops a site designated as a Brownfield Site (defined below) and demonstrates a minimum of 100 kW of new or incremental load.

RATE REDUCTION. The rate reduction will be applicable to the customer's base bill for the Qualifying Service Location before the application of the State Tax Adjustment and Nuclear Decommissioning Cost Adjustment.

Any customer will not be eligible for the rate reduction in any month in which the customer has an unpaid balance which includes late payment charges.

- 1. Monthly Eligibility – The Company reserves the right to require updated documentation in order for the customer to remain eligible for the rider.
- 2. A credit equivalent to 15% of the customer's VDC charge shall apply as follows. For New Manufacturing locations or Brownfield Redevelopment the credit will apply to all kWh. For all Existing customers the credit will apply to incremental kWh. Example:

	Base usage	Incremental Usage	Total Usage	Overall Discount
Existing	50000	25000	75000	5.0%
	50000	10000	60000	2.5%
New	50000		50000	15.0%

- II. **COMPETITIVE ALTERNATIVE:** customers with a viable competitive alternative to service from PECO may be eligible for benefits as outlined below.

QUALIFICATIONS.

- A. Provide documentation of a viable, currently available competitive alternative to service from PECO. The customer must provide a written description of the competitive alternative and any further information that the Company requires in order to document the cost and demonstrate the viability of the customer's competitive alternative, and
- B. Demonstrate a sustained increase in load (1MW minimum month over month for 3 months) as measured on PECO's meter, or a demonstrated retention of at least 1MW of load and,
- C. Demonstrate increasing employment of 10 jobs/MW as reported out on PA Form UC-2, or demonstrated retention of at least 10 jobs/MW of load retained for the same period as #2.

RATE REDUCTION. The rate reduction will be applicable to the customer's base bill for the Qualifying Service Location before the application of the State Tax Adjustment and Nuclear Decommissioning Cost Adjustment.

- A. Any customer will not be eligible for the rate reduction in any month in which the customer has an unpaid balance which includes late payment charges. The Company shall be the sole judge of any customer's eligibility for any rate negotiated rate reduction.
- B. Any qualifying existing or new customer may qualify for a negotiated decrease in VDC charges of up to 50% to meet the customer's documented competitive alternative. The Company reserves the right to require updated documentation in order for the customer to remain eligible for the rider.

(C) Indicates Change

ECONOMIC DEVELOPMENT RIDER (continued)

(C)

DEFINITIONS.

1. **Service Location.** A single or contiguous premises having one or more delivery points for distribution service billed by the Company under a single account.
2. **New Manufacturing Customer.** The Company has not previously provided service to the Service Location, or the service previously provided by the Company to the Service Location was not used for substantially the same type of operation or was terminated at least twelve (12) months before the customer's contractually specified effective date for service under this rider. This condition is waived for existing service locations where an entity has assumed operation of a service location from a customer which has ceased operations as a result of dissolution, so long as the formation of the entity did not occur as a result of merger, joint venture, acquisition and/or any other variation of combined business structures with the former customer at the service location. In any event, the completed application for the rider must be made within 6 months from the later of the date: (1) the customer first received service from the Company; or (2) the date the customer received its sales tax exemption certificate from the Commonwealth of Pennsylvania
3. **Manufacturing Sales Tax Exemption Certificate.** Pennsylvania Sales Tax Blanket Exemption Certificate filed by the customer with the Company showing the address of the Service Location and certifying that more than fifty (50) percent (on an annual basis) of the service purchased by the customer for the Service Location is exempt from sales tax because it is used in manufacturing operations, shipbuilding operations, or ship cleaning operations.
4. **Employment Report.** The "Employer's Report for Unemployment Compensation" (PA Form UC-2) as filed by the customer with the Office of Employment Security, Department of Labor and Industry, Commonwealth of Pennsylvania.
5. **Base Period.** The twelve (12) month period immediately preceding the billing month in which the customer provides the Company written notice of its desire to be placed on the rider. If the customer does not then qualify for the rider within 60 days of the written notice, then the base period will be the twelve month period immediately preceding the billing period for which this rider is first applied to the customer's bills.
6. **Base Period Employment Reports.** The Employment Reports for all quarterly reporting periods, as defined by 43 P.S. 753 [d], in the Base Period
7. **Base Period Employees.** The arithmetic mean of the number of employees each month as reported on the applicable Base Period Employment Report. An adjustment will be made to normalize Base Period Employees in quarters during which either the Casualty or Construction Rider was in effect for the Service Location.
8. **Base Period Energy.** The number of kilowatt-hours used by the customer for service to the Qualifying Service Location during each month of the Base Period. An adjustment will be made to normalize usage in months during which the Construction or Casualty rider was in effect.
9. **Current Employment Report.** The Employment Report covering the calendar month immediately following the Base Period as defined by 43 P.S. 753 [d]. The customer may submit an updated Employment Report at any time to reflect increases in Current Period Employees replacing and superseding the original report. The Company reserves the right to request an updated Employment Report at any time which may reflect increases or decreases in Current Period Employees replacing and superseding the original report.
10. **Current Period Employees.** The arithmetic mean of the number of employees each month as reported on the Current Employment Report.
11. **Brownfield Site.** Refers to real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. Requires documentation either by providing a copy of the pertinent sections of the ASTM E1903-97 Phase II Site Assessment documenting the site contamination or by providing a letter from a local, state or federal regulatory agency confirming the site is classified as a Brownfield by that agency.

TERM OF CONTRACT. This rider shall be in effect for either a period of five years provided that the customer maintains qualification for the duration of that time.

RENEWAL. A customer may renew the rider at any time in accordance with the terms and provisions of the rider as it applies to Qualifying Existing Service Locations. For renewal customers, the Base Period Energy for any month of the new Base Period shall not be less than the Base Period Energy of the corresponding month of the customer's previous Base Period. The Term of Contract for the renewal shall begin on the date on which the renewal of the rider is first applied based on the new Base Period.

TRANSFER OF OWNERSHIP. The Company will only apply the rider to the customer's bills for the term of contract. If, during the term of contract, the ownership of the service location changes, the Company may continue to apply the rider to the new owner's bills for the Service Location. If the Company continues to apply the rider in such circumstances, the Company shall apply the rider to the new owner's bills for the Service Location as if the new owner had been on the rider for the Service Location for the same period of time as was the previous owner.

EMERGENCY ENERGY CONSERVATION RIDER

AVAILABILITY/APPLICABILITY. This rider is applicable in conjunction with Tariff Rule 12.3 relating to mandatory emergency energy conservation. It provides for modifications to the charges and practices otherwise applicable to certain customers as a result of compliance with or non-compliance with energy conservation curtailment levels as mandated by the appropriate governmental authority under emergency energy conservation conditions resulting from actual or potential shortage of fuel for electric generation. This rider is applicable to individual electric customer accounts served under Rates EP and HT, with a billing demand of 2,000 kilowatts or higher, in a recent twelve-month period prior to the emergency conservation condition. Customers designated by the procedures of Tariff Rule 12.3 and by the Pennsylvania Public Utility Commission, will be exempt from the provisions of this rider.

BASE PERIOD ENERGY USE. The base energy use for a weekly period shall be determined by the Company for each applicable customer account based upon a consideration of the customer's actual past or current electric consumption and the customer's existing operations.

MANDATORY CURTAILMENT ENERGY USE LEVEL TARGET. The mandatory curtailment energy use level target for each applicable customer shall be that percentage of base period energy use ordered pursuant to the emergency energy conservation procedures provided by Tariff Rule 12.3 or other percentage as a result of the order of appropriate governmental authority.

COMPLIANCE. When the energy consumption in any weekly period during the period of mandatory curtailment exceeds the mandatory curtailment energy use level target, the customer will be deemed to be in non-compliance. Customers deemed to be in non-compliance will not receive the billing modifications as set forth in this rider. In the event of continued non-compliance, the Company, upon notice to the Commission, may discontinue service.

BILLING FOR CUSTOMERS IN COMPLIANCE. During the period of emergency energy conservation condition, billing will be based on special meter readings made to identify the demand established and energy using during the current energy use period. Customers in compliance with conservation orders will be excused from minimum bills and historical or contract demand or ratchet provisions and will be billed instead on the basis of current consumption and demand whenever the normal calculation method would produce a greater bill. If the customer receives Default Service, the terms of this rider shall not apply to the Energy Supply Charge. (C)

These customers will be individually notified of this special billing provision before the implementation of the emergency energy conservation procedure.

(C) Indicates Change

INTERRUPTIBLE RIDER – Mandatory

(C)

AVAILABILITY. This rider is applicable to any non-residential Customers, who fulfill the Load Requirement and can demonstrate to the Company's satisfaction the ability to reduce load in accordance with the "Curtailment" section below. The Company shall be the sole judge of whether the Customer is eligible for a rate negotiated pursuant to this rider. The Customer's participation in other load curtailment programs may render them ineligible to participate in the curtailment programs described below.

LOAD & METERING REQUIREMENTS. A customer must have interval metering with the ability to measure the kW rate of usage every half-hour or have a Company approved acceptable alternate method of measuring the load drop. The customer must also have the ability to curtail, at a minimum, 100 kW of load that meets the requirements of the PJM Load Management (LM) Interruptible Load for Reliability procedures (ILR) or Demand Resource procedures (DR), as described in the PJM Open Access Transmission Tariff (OATT), or its successor.

FIRM DEMAND. The firm demand is the demand to which or by which the Customer must reduce its load when called upon to curtail pursuant to the LM Program as described in PJM Manuals or any successor, or the applicable PJM Reliability Assurance Agreement, or its successors. A Customer has the option of (1) establishing a Firm Service level (a predetermined level in kW to which they will reduce their load upon notification by the Company) **or** (2) establishing a Guaranteed Load Drop (a predetermined kW amount by which the Customer must reduce their load upon notification by the Company).

TERM OF CONTRACT. The contract term for service under this rider shall be for a period of no more than one year and shall renew from year to year thereafter unless cancelled in writing by either party by February 15th for the following planning year.

CURTAILMENT. The Customer's contract will include provisions for activation that are consistent with PJM's LM Program. An activation is referred to as an event. The conditions under which the Customer will be asked to curtail and the methodology for calculating the amount of economic benefit will be specified in the Customer's contract.

RATE AND BILLING. The Customer will be billed for its energy usage and demand in accordance with all of the terms and conditions of their billing rate and any applicable riders, with the following modifications:

Interruptible Demand Credit ("IDC"): Each month the Company will apply an Interruptible Demand Credit (IDC) to the Customer's monthly electric bill. The IDC shall be applied to the Customer's interruptible demand, which is the capacity for which the Company receives ILR credit from PJM, or the successor thereto, as specified in the PJM Reliability Assurance Agreement or its successor. The IDC shall be established in the Customer's contract.

PENALTY FOR FAILURE TO CURTAIL. The Customer will be responsible for any penalties or other economic consequences imposed by PJM, as described in PJM manual, or its successor.

OTHER RIDERS. Customers who sign up for the Interruptible Rider – Mandatory will automatically be signed up for the Interruptible Rider – Voluntary & System Reliability. During an event Customers will be eligible for payment provisions of the voluntary program that do not coincide with payment as part of the mandatory program. Firm back up or maintenance power under the Auxiliary Service Rider may not be purchased or used to serve interruptible load during periods of interruption.

(C) Indicates Change

INTERRUPTIBLE RIDER – Voluntary & System Reliability

AVAILABILITY. This rider is applicable to all Customers, 10 kW and greater, who fulfill the Load Requirement and can demonstrate to the Company's satisfaction the ability to reduce load in accordance with the "Curtailed" section below. The Company shall be the sole judge of whether the Customer is eligible for a rate negotiated pursuant to this rider. The Customer's participation in other load curtailment programs may render them ineligible to participate in the curtailment programs described below.

LOAD & METERING REQUIREMENTS. A customer must have interval metering with the ability to measure the kW rate of usage every half-hour or have a Company approved acceptable alternate method of measuring the load drop.

LOAD REDUCTIONS. The Company will determine a customer's Load Reduction following a called event based upon the difference between the Customer's baseline electric load profile during the event and its actual electric load profile during the event.

TERM OF CONTRACT. The contract term for service under this rider shall be for a period of one year and shall renew from year-to-year thereafter unless cancelled in writing by either party by February 15th for the following planning year.

CURTAILMENT. The Company will initiate a voluntary curtailment event in response to: (1) shortages of available capacity on the Company's distribution system; (2) shortages of available capacity on the transmission system located in the Company's service territory; and (3) notification of an economic energy event. One or more types of events may be called simultaneously depending on the circumstances existing at the time of the event.

An activation is referred to as an event. The duration of an event will not be less than two hours and not more than eight hours in duration, except in extreme circumstances where the Company may extend the event beyond eight hours to achieve relief from localized system congestion. Generally the Company expects to provide notice of no less than one hour prior to any event. The specific conditions under which the Customer will be asked to curtail and the methodology for calculating the amount of energy curtailed will be specified in the Customer's contract.

RATE AND BILLING. The Customer will be billed for its energy usage and demand in accordance with all of the terms and conditions of their billing rate and any applicable riders, with the following modifications:

The Company will calculate the Customer's compensation by multiplying the Customer's Total Energy Reduction for an event (kWh) by the value of those kWh's during the event as specified in the Customer's contract.

MONTHLY ADMINISTRATIVE CHARGE – Customers signing up for this rider shall be charged a monthly fee of \$25.

PENALTY FOR FAILURE TO CURTAIL. The Company does not assess noncompliance charges to a Customer that does not provide its Load Reduction upon notification.

OTHER RIDERS or PROGRAMS. Customers who sign up for the Interruptible Rider – Mandatory will automatically be signed up for the Interruptible Rider – Voluntary. During an event Customers will be eligible for payment provisions of the voluntary program that do not coincide with payment as part of the mandatory program. Any portion of a Customer's Load Reduction that is already committed to PJM or other curtailment service providers under other tariffs or contracts is not considered in the determination of the compensation due to such Customer under this rider. Firm back up or maintenance power under the Auxiliary Service Rider may not be purchased or used to serve interruptible load during periods of interruption.

(C) Indicates Change

INVESTMENT RETURN GUARANTEE RIDER

AVAILABILITY/APPLICABILITY. To contracts which require investment in supply facilities greater than warranted by the incremental revenue recovered through the Company's tariffed Variable Distribution Service Charges of the Base Rate under which PECO Energy provides service.

COST OF EXTENSION. The cost of the extension of supply facilities, including the cost of the service connection, shall be set forth in each agreement for the application of this rider.

MINIMUM GUARANTEE. The minimum monthly payment shall be the amount set forth in the rider agreement or, in the event of later increases of the customer's load, the minimum of the rate at which service is rendered, whichever minimum obligation is the greater.

CONSTRUCTION ADVANCES. Where the service desired is of a special character or doubtful permanency, the Company will require payment of a sum equal to the cost of the extension as an advance for construction. A credit of 20% of the net amount of the customer's revenue recovered through the Company's tariffed Variable Distribution Service Charges will be allowed by the Company up to an aggregate refund of 100% of such sum, with the right to retain such portion of the advance as needed to guarantee the payment of subsequent bills.

FULFILLMENT OF CONTRACT TERM. In the event of the discontinuance for any reason of the distribution of energy before the expiration of the term of the contract with which this rider is applied, the customer shall pay the Company immediately thereon a pro rata share of the cost of the extension for the unexpired portion of the contract term.

OWNERSHIP OF DISTRIBUTION SUPPLY FACILITIES. The provisions of this rider shall not under any circumstances be considered as conferring upon the customer any title to, or right of property in, the distribution supply facilities.

CONTRACT TERM. Contract terms in excess of one year may be arranged with the customer to assure the return required by the investment in distribution supply facilities.

NIGHT SERVICE GS RIDER

(The number of customers served under this rider may be limited by the availability of the required demand meters.)

AVAILABILITY/APPLICABILITY. To service provided during Off-Peak Hours for demands in excess of those supplied during On-Peak Hours. The demand specified for Off-Peak Hours may be limited to an amount determined by the Company which shall be dependent upon the capacity of the generation, transmission and distribution facilities available for such supply.

DEFINITION OF PEAK HOURS. On-Peak Hours are defined as the hours between 8:00 am and 8:00 pm, Eastern Standard Time or Daylight Savings Time, whichever is in common use, daily except Saturdays, Sundays and holidays; except that the On-Peak Hours will end at 4:00 pm on Fridays. Off-Peak Hours are defined as the hours other than those specified as On-Peak Hours.

RATE IMPACT. Rate GS (with demand measurement), including all its terms and guarantees, is applicable. The blocking of the energy charges contained in the Variable Distribution Service Charges, shall be based on the billing demand for On-Peak Hours. If the customer receives Default Service, the terms of this rider shall not apply to the Energy Supply Charge. (C)

MONTHLY RATE TABLE.

Night Service billing and metering charge: \$9.11

The meter charge will be \$5.00 for those customers served before November 23, 1983 whose metering does not provide for the extended Off-Peak Hours beginning at 4:00 pm on Fridays.

Charge per kW of Off-Peak billing demand per month: \$0.48 per kW.

STATE TAX ADJUSTMENT CLAUSE APPLIES TO THIS RIDER.

DETERMINATION OF OFF-PEAK BILLING DEMAND. The Off-Peak billing demand shall be the amount by which the greatest demand during Off-Peak Hours, as determined by measurement, exceeds the billing demand for On-Peak Hours, whether the latter is a minimum or an actual demand.

OTHER RIDERS. This rider will not be applied in conjunction with the Temporary Service Rider.

TERM OF CONTRACT. The initial contract term shall be for at least one year.

(C) Indicates Change

NIGHT SERVICE HT RIDER

AVAILABILITY/APPLICABILITY. To service provided during Off-Peak Hours for demands in excess of those supplied during On-Peak Hours. The demand specified for Off-Peak Hours shall be limited to an amount determined by the Company which shall be dependent upon the capacity of the generation, transmission and distribution facilities available for such supply.

DEFINITION OF PEAK HOURS. On-Peak Hours are defined as the hours between 8:00 am and 8:00 pm, Eastern Standard Time or Daylight Savings Time, whichever is in common use, daily except Saturdays, Sundays and holidays; except that the On-Peak Hours will end at 4:00 pm on Fridays. Off-Peak Hours are defined as the hours other than those specified as On-Peak Hours.

RATE IMPACT. Rates HT or EP, including all terms and guarantees, are applicable during On-Peak Hours. The capacity charges and blocking of the energy charges contained in the Variable Distribution Service Charges shall be based on the billing demand for On-Peak Hours except that, when the greatest demand during Off-Peak Hours, as determined by measurement, exceeds the demand specified for Off-Peak Hours, the amount of such excess shall be added to the billing demand for On-Peak Hours and the resultant sum shall then constitute the basis for said capacity charges and blocking of energy charges. If the customer receives Default Service, the terms of this rider shall not apply to the Energy Supply Charge.

(C)

MONTHLY RATE TABLE.

Night Service billing and metering charge: \$11.39
Charge per kW of Off-Peak billing demand per month: \$0.92

STATE TAX ADJUSTMENT CLAUSE APPLIES TO THIS RIDER.

DETERMINATION OF OFF-PEAK BILLING DEMAND. The Off-Peak billing demand shall be the amount by which the greatest demand during Off-Peak Hours, as determined by measurement, exceeds the billing demand for On-Peak Hours, whether the latter is a minimum or an actual demand, except that, when said greatest demand during Off-Peak Hours exceeds the demand specified for Off-Peak Hours, said greatest Off-Peak demand shall be reduced by the amount of the excess in determining the Off-Peak billing demand.

OTHER RIDERS. Where the Off-Peak Rider and this rider are applied to the same contract, the Off-Peak Rider will be applied only to the provisions of the contract, and this rider will then be applied to the contract as modified. This rider will not be applied in conjunction with the Temporary Service Rider.

TERM OF CONTRACT. The initial contract term shall be for at least one year.

(C) indicates Change

NIGHT SERVICE PD RIDER

AVAILABILITY/APPLICABILITY. To service provided during Off-Peak Hours for demands in excess of those supplied during On-Peak Hours. The demand specified for Off-Peak Hours shall be limited to an amount determined by the Company which shall be dependent upon the capacity of the generation, transmission and distribution facilities available for such supply.

DEFINITION OF PEAK HOURS. On-Peak Hours are defined as the hours between 8:00 am and 8:00 pm, Eastern Standard Time or Daylight Savings Time, whichever is in common use, daily except Saturdays, Sundays and holidays; except that the On-Peak Hours will end at 4:00 pm on Fridays. Off-Peak Hours are defined as the hours other than those specified as On-Peak Hours.

RATE IMPACT. Rate PD, including all terms and guarantees, is applicable during On-Peak Hours. The capacity charges and blocking of the energy charges contained in the Variable Distribution Service Charges, shall be based on the billing demand for On-Peak Hours except that, when the greatest demand during Off-Peak Hours, as determined by measurement, exceeds the demand specified for Off-Peak Hours, the amount of such excess shall be added to the billing demand for On-Peak Hours and the resultant sum shall then constitute the basis for said capacity charges and blocking of energy charges. If the customer receives Default Service, the terms of this rider shall not apply to the Energy Supply Charge. (C)

MONTHLY RATE TABLE.

Night Service billing and metering charge: \$11.39
Charge per kW of Off-Peak billing demand per month: \$0.87

STATE TAX ADJUSTMENT CLAUSE APPLIES TO THIS RIDER.

DETERMINATION OF OFF-PEAK BILLING DEMAND. The Off-Peak billing demand shall be the amount by which the greatest demand during Off-Peak Hours, as determined by measurement, exceeds the billing demand for On-Peak Hours, whether the latter is a minimum or an actual demand, except that, when said greatest demand during Off-Peak Hours exceeds the demand specified for Off-Peak Hours, said greatest Off-Peak demand shall be reduced by the amount of the excess in determining the Off-Peak billing demand.

OTHER RIDERS. Where the Off-Peak Rider and this rider are applied to the same contract, the Off-Peak Rider will be applied only to the provisions of the contract, and this rider will then be applied to the contract as modified. This rider will not be applied in conjunction with the Temporary Service Rider.

TERM OF CONTRACT. The initial contract term shall be for at least one year.

(C) Indicates Change

RECEIVERSHIP RIDER

AVAILABILITY/APPLICABILITY. To service provided to a Receiver-Trustee for the continued operation of a property formerly under contract for its electric service requirements.

AUTHORITY FOR OPERATION. The Receiver-Trustee shall possess the authority under appointment by Court, through an order duly entered, to operate premises recited in a contract for electric service under which the Company has been providing service.

ACCEPTANCE. The Receiver-Trustee shall accept and adopt for the continuation of service the contract theretofore in effect, including all of its provisions, and agree to pay the Company for all charges levied during the receivership-trusteeship at the rate specified therein.

BILLING. The Company reserves the right to render bills on a biweekly basis. To provide for biweekly billing under this rider, the provisions of the applicable rate and rider, if any, will be modified as follows:

- (a) Where applicable, all references to monthly or month will be changed to biweekly or biweek.
- (b) Where applicable, capacity charges will first be determined from the pricing in the monthly rate table and such sum will then be multiplied by 14/30ths (0.4667) to determine the capacity charges for the billing period.
- (c) The energy charges will be determined by using the prices in the monthly rate table; however, the limit of the kilowatt-hours to be billed in each price block will be determined by multiplying the hours' use of billing demand for each price block or the kilowatt-hour limits of a given price block by 0.4667.
- (d) The high voltage discount applicable to Rate HT will be determined by using the pricing in the monthly rate table and such sum will then be multiplied by 0.4667 to determine the discount for the billing period.
- (e) The minimum charge will be determined on a monthly basis and such sum will then be multiplied by 0.4667 to determine the minimum charge for the billing period.
- (f) A discount of 0.4% will be applied to the total bill.
- (g) A bill will be rendered biweekly covering the charges for the preceding billing period and such bill shall be paid within fifteen (15) days after receipt thereof.

If the customer receives Default Service, the terms of this rider shall also apply to the Energy Supply Charge. (C)

TERM OF CONTRACT. The completion of the term of the contract taken over, or as terminated by the discharge of the Receiver-Trustee, or as arranged with the Receiver-Trustee for the continuation of service under the standard terms of this Tariff.

(C) Indicates Change

SEASONAL CAPACITY CHARGE SERVICE RIDER

AVAILABILITY. For service to Rate HT customers that satisfy both of the following eligibility requirements:

1. The average of the customer's billing demands during the most recent December-February billing period (the most recent consecutive December, January and February billing months) must be at least 2,000 kW greater than the customer's highest billing demand during the summer billing period (consecutive billing months of June through September) preceding the most recent December-February billing period.
2. The customer may not have installed generation equipment the sole function of which is peak shaving.

The rider shall be available on a first-come-first-served basis. The Company will continue to place qualifying customers on this rider until the placement of an additional customer would increase the total monthly non-coincident peak load supplied under this rider to 40 MW or more.

RATE AND BILLING. Rate HT High Tension Power, including all of its terms and conditions, except that the On-Peak capacity charges shall be as follows:

<u>Summer Months</u> <u>(June through September)</u>	<u>Winter Months</u> <u>(October through May)</u>
Distribution Charge \$3.19 per kW	Distribution Charge \$0.80 per kW

(C)

STATE TAX ADJUSTMENT CLAUSE APPLIES TO THIS RIDER.

(C)

TERM OF CONTRACT. Service under this rider shall be for a period of at least three years.

(C) Indicates Change

TEMPORARY SERVICE RIDER

APPLICABILITY. To the provision of service, including builders construction service, when the Company must install temporary facilities that will be used for a limited period or for a service that is of doubtful permanency.

AVAILABILITY. Temporary service will be provided only when the Company has available distribution facilities with sufficient capacity, and if the provision of service will not in any way interfere with service to other customers.

INVESTMENT IN DISTRIBUTION FACILITIES. The cost of the extension and removal of facilities required to furnish the temporary service under the applicable rate shall be paid by the customer, but such payment shall not confer upon, nor entitle the customer to any title to, or right of property in, said facilities and equipment.

MINIMUM TERM. Application of this rider to Rates R, R-H and GS shall not, for billing purposes, be considered to be for a period of less than one month.

Application of this rider to Rates PD and HT shall require payment of the minimum provisions of the contract for each month of the temporary service period, but in no case shall such period be considered, with respect to the guarantee of the monthly minimum charges, as of less duration than 6 months.

RATE IMPACT. When this rider is applied to Rates PD or HT, the last price block of the energy charges of the Variable Distribution Service Charges, and Energy Supply Charges (If the customer receives Default Service) shall not apply, and energy use otherwise falling into these blocks shall be billed at the prices of the second blocks of those charges in the applicable Base Rate. (C)

TERM OF CONTRACT. Short term arrangements as agreed upon.

(C) Indicates Change

TRANSFORMER RENTAL RIDER

(This rider is in process of elimination and its application is restricted to customers who had it incorporated in contracts, or had accepted it in writing, prior to October 15, 1963. The capacity of each individual installation under this rider shall be limited to the amount in service as of that date. Ownership of facilities provided under this rider will be made available to the customer if he wishes to purchase them from the Company.)

APPLICABILITY. To the supply in Suburban Divisions, of a transformer installation furnished, operated and maintained on the premises of a customer to transform a single standard primary or high-tension service to a supply corresponding in phase and voltage to the standard polyphase secondary or primary service provided by the Company at the time when and in the territory where the installation is made. Transformation from standard high-tension service to 2,400 volts, 3-phase, although nonstandard in 4,160-volt, 3-phase areas, may be furnished at the customer's request in such areas.

INSTALLATION CONDITIONS. The transformer installation under this rider is limited to a single bank of transformers installed in accordance with the Company's applicable standards, and to exclusive operation and control by the Company. Suitable housing, foundations, supporting structures and enclosures for such installations and all secondary facilities including suitable overload protective equipment, shall be provided, owned and maintained by the customer.

MONTHLY RENTAL CHARGE.

FIXED CHARGE:	<u>Supply Voltage</u>	<u>Type of Switching Installation</u>	<u>Amount</u>
	2,400 volts or 4,160 volts	Outdoor or Indoor	\$ 61.11
	33,000 volts	Outdoor	\$364.59

OPERATING CHARGE: 29.01¢ per kilowatt of demand.

STATE TAX ADJUSTMENT CLAUSE APPLIES TO THIS RIDER.

DEMAND DEFINED. The demand for application of this rider shall be: (a) the billing demand of the current month, or (b) when in conjunction with the Night Service Rider, the sum of the on-peak billing demand and the excess off-peak demand of the current month.

No waivers allowable as to minimum demands shall be considered as applicable in the determination of the transformer-rental charge.

LIABILITY. The Company shall not be liable for any loss, damage or injuries to person or property, including loss of life or property, sustained by the customer, the customer's agents or employees, or by any person whatsoever, arising out of the presence or operation of said transformer installation on the customer's premises, except where caused by the negligence of the Company, its agents and employees, and except for injuries sustained by the Company's employees, not caused by the negligence of the customer, his agents and employees.

CONTRACT TERM. Coincidentally with the Base Rate with which this rider is applied, but not for less than three years from the date the rider is accepted.

Voluntary Market Price Transition Deferral Rider

(C)

Purpose: The purpose of this rider is to provide a tool for customers to mitigate the impact of the move to market based rates for energy and capacity. This rider, which shall be applied to the bills of residential, small commercial and industrial customers that opt in to the program by notifying the Company, shall provide a methodology for the customer to phase-in the increase associated with the initial transition to the competitive market. The rider is designed to implement a deferral phase-in proposal that will mitigate the increase from the initial change to market based rates in 2011 for each rate class and is only effective for classes if their increase is 25% or higher.

Applicability: This rider shall be applicable to all residential and small commercial customers choosing to participate in the program by notifying the Company in writing prior to the start of the program. Customers who are on the Voluntary Market Rate Transition Deferral Rider are not eligible for this rider. Customers taking service under the CAP rate are not eligible for this rider.

Billing Provisions: The following per kilowatt-hour credits and cost recovery factors shall apply to the specific classes listed below:

	<u>Credit</u>		<u>Recovery Factor</u>
	<u>2011</u>	<u>2012</u>	<u>2013,2014</u>
Rate R	\$x.xxxx	\$x.xxxx	x.xxxx
Rate RH	\$x.xxxx	\$x.xxxx	x.xxxx
Rate OP	\$x.xxxx	\$x.xxxx	x.xxxx
Rate GS	\$x.xxxx	\$x.xxxx	x.xxxx
Rate SLS,SLE,SLP,AL	\$x.xxxx	\$x.xxxx	x.xxxx

The cost recovery factor shall be applied to the cumulative deferral with interest at the end of 2012. The factor will be a monthly charge for a customer that fully recovers the deferral with interest at 6%.

Withdrawal from Program: A customer may withdraw from the program at any time by providing the company notice at least 15 days prior to the withdraw date. The withdrawal shall be effective on the first meter reading date after notice provided there are at least 10 days between meter reading date and notice date. Any remaining balance of the amount deferred by the customer shall be payable by the customer in the first billing cycle after the withdrawal. To the extent such balance is not recovered from the customer and the customer is no longer taking service from the Company, the remaining deferred balance shall be recovered from all default service customers through the provision for recovery of Mitigation Cost. Failure to make payment on the surcharge for recovery of deferred revenue can result in termination of service.

Tracking of Deferrals: The Company shall track the deferral for each customer and accrue a return of 6% per annum on the deferred balance at the end of the month until the balance has been fully recovered from customers. The recovery factors above applicable to 2013, and 2014 shall include the 6% interest.

Reconciliation: The program shall have no annual reconciliation.

Other Rates and Riders: The STATE TAX ADJUSTMENT CHARGE and the UNIVERSAL SERVICE CHARGE shall not apply to amounts collected or credited under this rider.

WIND ENERGY SERVICE RIDER**AVAILABILITY**

Subject to the limitations described below, service under this voluntary Rider is available to all residential, commercial and industrial Customers who receive Default service under Rate Schedules R, RH, RT, GS, OP, HT, PD, and EP, including those served under special contracts. Customers who elect to receive Wind Energy Service under this Rider will be subject to the charges described below. (C)

DEFINITIONS

Pennsylvania Wind Energy – Electric capacity and energy generated from wind resources located within the Commonwealth of Pennsylvania.

Wind Block – One block equals 100 kWh of Pennsylvania Wind Energy.

Wind Energy Service – The portion of the Customer's monthly energy for which the Customer has contracted for under this Rider. The Customer will have the following options when selecting Wind Energy Service:

- Option A - Customer may select a fixed number of Wind Blocks per month.
- Option B - Customer selects 100% of their monthly energy usage.

Service Restrictions – Because Pennsylvania Wind Energy is limited, the total amount of service available under this Rider will be limited to the amount of such resources available for purchase by the Company.

Changes to Wind Energy Service – Except for Customers who are served under a special contract as described below, the Customer may change the number of Wind Blocks selected and may terminate Wind Energy Service under this Rider Effective January 1, 2011 as of the Customer's next scheduled meter reading date, provided the Company has received at least 16 days prior notice.

RATES AND BILLING**MONTHLY WIND ENERGY SERVICE CHARGE**

The following charges comprise the Wind Energy Service Charge:

Energy Charge per 100 kWh block	=	\$2.54
Energy Charge for partially used selected Wind Blocks or when contracting for 100% of monthly energy	=	\$0.0254 per kWh

The Wind Energy Service Charge is in addition to the monthly energy supply charge on the Customer's standard filed tariff rate.

In the event, in any month, the Customer uses less than the total fixed number of Wind Blocks selected, the \$0.025 per kWh Energy Charge will apply to the portion of partially used Wind Blocks.

SPECIAL CONTRACTS

In addition, the Company, in its sole discretion, may execute a special Wind Energy Service contract with Customers that purchase the equivalent output of at least a 1 MW wind turbine for a period of two or more years.

(C) Indicates Change

Transmission Charges

NOTE: These charges are set forth for informational purposes only, as they are not regulated by the PaPUC. These charges together with the Fixed and Variable Distribution charges in this Tariff, comply with the transmission and distribution rate cap under paragraph 21 of the Settlement.

	<u>Per kWh (except where noted)</u>
Rate R 1st 500 kWh	0.55¢
Over 500 kWh Winter	0.55¢
Over 500 kWh Summer	0.64¢
Rate RT	
Off-peak kWh Winter	0.30¢
On-Peak kWh Winter	1.13¢
Off-peak kWh Summer	0.30¢
On-Peak kWh Summer	1.23¢
Rate RH	
1st 600 kWh Winter	0.56¢
Additional Winter	0.23¢
1st 500 kWh Summer	0.56¢
Additional Summer	0.65¢
Rate OP	
All kWh	0.05¢
Rate GS	
1st 80 Hrs. Use	1.29¢
Next 80 Hrs. Summer	0.61¢
Additional Use-Except	0.38¢
Over 400 Hrs&2000 kWh	0.17¢
Space Heating	0.30¢
Minimum Demand Charge	34.00¢/KW **
Rate Off-Peak Thermal Storage Provision	
On-Peak kWh	0.25¢
Off-Peak kWh	0.16¢
Rate PD	
Capacity Charge KW	57.00¢/KW**
1st 150 hrs. use	0.50¢
Next 150 hrs. use	0.30¢
Additional use	0.10¢
Rate HT	
Capacity Charge KW	80.00¢/KW**
1st 150 hrs. use	0.43¢
Next 150 hrs. use	0.25¢
Additional use	0.08¢

**Also applicable for calculating minimum charges. For rules of application, see Rate GS, Determination of Demand, and Rates PD, HT and EP, Determination of Billing Demand.

Transmission Charges (continued)

Rate POL	<u>Per lighting unit (except where noted)</u>
Mercury-Vapor - Company Pole	
4000 Lumens	6.00¢
8000 Lumens	9.00¢
12000 Lumens	11.00¢
20000 Lumens	14.00¢
22000 Lumens	16.+00¢
Customer Pole	
4000 Lumens	6.00¢
8000 Lumens	9.00¢
12000 Lumens	11.00¢
20000 Lumens	14.00¢
22000 Lumens	16.00¢
Sodium Vapor - Company Pole	
5800 Lumens	9.00¢
25000 Lumens	14.00¢
50000 Lumens	16.00¢
50000 Lumens - Floodlight	17.00¢
Sodium Vapor	
Customer Pole	
5800 Lumens	9.00¢
25000 Lumens	14.00¢
50000 Lumens	16.00¢
50000 Lumens -Floodlight	17.00¢
Standard Metal Halide - Company Pole	
7,800 Lumens	10.00¢
13,000 Lumens	11.00¢
20,500 Lumens	17.00¢
36000 Lumens	17.00¢
110000 Lumens	30.00¢
Customer Pole	
7,800 Lumens	10.00¢
13,000 Lumens	11.00¢
20,500 Lumens	14.00¢
36000 Lumens	17.00¢
110000 Lumens	30.00¢
Standard High Pressure Sodium Vapor	
Company Pole	
4000 Lumens	9.00¢
5800 Lumens	10.00¢
9500 Lumens	11.00¢
16000 Lumens	12.00¢
25000 Lumens	14.00¢
50000 Lumens	17.00¢
130000 Lumens	30.00¢
Customer Pole	
4000 Lumens	9.00¢
5800 Lumens	10.00¢
9500 Lumens	11.00¢
16000 Lumens	12.00¢
25000 Lumens	14.00¢
50000 Lumens	17.00¢
130000 Lumens	30.00¢
Rate SL-P	
Capacity Charge	0.02¢/KW
Energy Charge	0.13¢/kWh
Rate SL-S	
Incandescent	
320 Lumens	\$1.60
600 Lumens	\$2.21
1000 Lumens	\$3.11
2500 Lumens	\$4.29
6000 Lumens	\$4.89
10000 Lumens	\$5.85

Transmission Charges (continued)

Mercury Vapor	<u>Per lighting unit (except where noted)</u>
4000 Lumens	\$3.66
8000 Lumens	\$3.87
12000 Lumens	\$4.12
20000 Lumens	\$4.85
42000 Lumens	\$6.90
59000 Lumens	\$7.78
Sodium Vapor	
5800 Lumens	\$3.64
9500 Lumens	\$3.95
16000 Lumens	\$4.44
25000 Lumens	\$5.04
50000 Lumens	\$6.00
Rate SL-E	
Capacity Charge	0.06¢
Rate TL	
Per kWh	0.59¢/kWh
	<u>Per kWh (except where noted)</u>
Minimum per signal light	\$0.17
Rate EP	
Capacity Charge	\$1.05/KW
Energy Charge	0.08¢
Rate AL	
kWh	0.07¢
Auxiliary Service Rider	
Demand Charge kW	15.24¢/KW
Energy Charge kWh	
High Tension Voltage	0.41¢
Primary Voltage	0.49¢
Secondary Voltage	0.64¢
Interruptible Back-Up Power	
Energy Charge kWh	
High Tension Voltage	0.08¢
Primary Voltage	0.09¢
Secondary Voltage	0.30¢
	(C)
Employment & Economic Recovery Rider - Credits	
Applicable to Service	<u>Per kWh (except where noted)</u>
Existing Location kWh	
Years 1-5	0.003¢
Year 6	0.002¢
Year 7	0.002¢
Year 8	0.001¢
Year 9	0.001¢
New Service Location kWh	
Years 1-5	0.052¢
Year 6	0.042¢
Year 7	0.030¢
Year 8	0.020¢
Year 9	0.010¢
Accelerated kWh	
Years 1-4	0.070¢
Seasonal Capacity Rider	<u>Per kW (except where noted)</u>
Capacity Charge kW	
Summer	\$1.51/KW
Winter	\$0.38/KW

(C)

Transmission Charges – Continued

Rate R - CAP A	Per kWh (except where noted)
1st 1000 kWh	29¢ **
Over 1000 kWh	CAP D
Rate R - CAP B	
1st 500 kWh	.08¢
Next 100 kWh (June - Sept only)	.40¢
Additional	.55¢
Rate R - CAP C	
1st 500 kWh	.14¢
Next 100 kWh (June - Sept only)	.40¢
Additional	.55¢
Rate R - CAP D	
1st 500 kWh	27¢
Additional	.55¢
Customer Credit*	(.28¢)
Rate R - CAP E	
1 st 500 kWh	.42¢
Additional	.55¢
Customer Credit*	(.13¢)
Rate RH - CAP A	
1 st 2000 kWh Winter	\$1.05 **
1st 1000 kWh Summer	\$1.05 **
Over 2000/1000 kWh	CAP D
Rate RH - CAP B	
Winter	
1st 500 kWh	.08¢
Additional	27¢
Summer	
1st 500 kWh	.08¢
Next 100 kWh (June - Sept only)	.40¢
Additional	.56¢
Rate RH - CAP C	
Winter	
1st 500 kWh	.14¢
Additional	27¢
Summer	
1st 500 kWh	.14¢
Next 100 kWh (June - Sept only)	.40¢
Additional	.56¢
Rate RH - CAP D	
Winter	
All kWh	27¢
Customer Credit*	(.29¢)
Summer	
1 st 500 kWh	27¢
Additional	.56¢
Customer Credit*	(.29¢)
Rate RH - CAP E	
Winter	
1 st 500 kWh	.42¢
Additional	27¢
Customer Credit*	(.14¢)
Summer	
1 st 500 kWh	.42¢
Additional	.56¢
Customer Credit*	(.14¢)

* Customer Credit when obtaining competitive energy on 1st 500 kWh

** Charges are flat charges

9/9/2008

**SUPPLEMENT NO. 743 TO
ELECTRIC PA. P.U.C. NO. 43
SUPERSEDES ELECTRIC PA PUC NO. 3 AND SUPPLEMENTS THERETO**

PECO Energy Company

Electric Service Tariff

COMPANY OFFICE LOCATION

2301 Market Street
Philadelphia, Pennsylvania 19101

For List of Communities Served, See Page 4.

Issued: ~~September 14, 2007~~ September 10, 2008

Effective: ~~August 1, 2007~~ January 1, 2011

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

NOTICE.

PECO Energy Company

LIST OF CHANGES MADE BY THIS SUPPLEMENT

Definition of Terms and Explanations of Abbreviations – updated

Rules and Regulations – Interpretation removed – dates, single point delivery, special contracts updated. Advanced Meter Services Performed by AMSPS, Resale of Service, Supply of Meters, Meter Reading Intervals, Customer Selected Advanced Meters, Power Factor Adjustment, Billing Options, Payment Processing, Budget Billing, Returned Check Charge, Payments Terms & conditions of Service, Payment Terms, Designation of Procurement Class updated, Rules for Designation of Procurement Class added, Direct Access Phase In Procedures deleted, EGS Switching updated and Load Data Exchange

Generation Supply Adjustment Procurement Class 4 is added

PROVISIONS FOR RECOVERY OF UNIVERSAL SERVICE FUND COSTS is updated

Reconciliation is added

Provisions for The Recovery of Mitigation Costs

Competitive Transition Charge (CTC) – removed

Net Securitization Adjustment (NSA) – removed

Nuclear Decommissioning Cost Adjustment Clause – updated to remove Competitive Transition Charge

Default Generation Service (DGS) added

Rate R – updated to remove Metering and Billing Credits, Competitive Transition Charge, Energy & Capacity Charge,

Monthly Pricing Option and Mitigation Plan Surcharge added

Rate RT - – updated to remove Metering and Billing Credits, Competitive Transition Charge, Energy & Capacity Charge,

Monthly Pricing Option and Mitigation Plan Surcharge added

Rate RH - – updated to remove Metering and Billing Credits, Competitive Transition Charge, Energy & Capacity Charge,

Monthly Pricing Option and Mitigation Plan Surcharge added

Rate RS-2 now Net Metering – Billing Provisions updated

Rate OP – Off Peak Service - updated to remove Metering and Billing Credits, Competitive Transition Charge, Energy & Capacity Charge, Monthly Pricing Option and Mitigation Plan Surcharge added

Rate RS- Renewable Energy Service – removed

Rate GS – updated to remove Metering and Billing Credits, Competitive Transition Charge and Energy and Capacity Charge – removal of one time waiver; reference to Generation Supply Adjustment Procurement Class 2, 3 or 4 added, Minimum Charge definition updated Off Peak Thermal Storage Provision updated

Rate PD- updated to remove Metering and Billing Credits, Competitive Transition Charge and Energy and Capacity Charge removed, Determination of Billing Demand Updated.

Rate HT – updated to remove Metering and Billing Credits, Competitive Transition Charge and Energy and Capacity Charge, Time of Use Adjustment removed, Determination of Billing Demand and Minimum charge updated.

Rate POL - Competitive Transition Charge and Energy and Capacity Charge removed and Mitigation Plan Surcharge added

Rate CAP Customer Assistance Program removed

Rate SL-P – Qualified agency reference removed, Competitive Transition Charge and Energy and Capacity Charge removed

Rate SL-S – CTC and Energy and Capacity Charge removed and Mitigation Plan Surcharge added

Rate SL-E – CTC and Energy and Capacity Charge removed and Mitigation Plan Surcharge added

Rate TL- Traffic Lighting Service – CTC and Energy and Capacity Charge removed and Mitigation Plan Surcharge added

Rate EP - updated to remove Metering and Billing Credits, Competitive Transition Charge and Energy and Capacity Charge removed, Determination of Billing Demand updated and Generation Supply Adjustment Procurement Class 4 added

Rate AL - Competitive Transition Charge and Energy and Capacity Charge removed and Generation Supply Adjustment Procurement Class 4 added

Applicability Index of Riders – updated

Auxiliary Service Rider - Competitive Transition Charge and Energy and Capacity Charge removed and Generation Supply Adjustment Procurement Class 4 added

Capacity Reservation Rider removed

Casualty Rider updated

Competitive Default Service Rider removed

Construction Rider Updated

Cooling Thermal Storage HT Rider, CTC & PLR reference removed

Curtailment HT Rider removed

Customer Assistance Program Rider – CTC removed- Energy and Capacity charge replaced with Energy Supply Charge

Economic Development Rider is added

Economic Efficiency Rider removed

Emergency Energy Conservation Rider - CTC & PLR references removed

Employment and Economic Recovery Rider removed

Incremental Process Rider removed

Interruptible Rider 1 removed

Interruptible Rider 2 - removed

9/9/2008

Interruptible Rider - Mandatory – added

Interruptible Rider – Voluntary & System Reliability - added

Keystone Opportunity Zone Rider removed

Large Interruptible Load Rider removed

Night Service GS Rider - CTC & PLR references removed

Night Service HT Rider - CTC & PLR references removed

Night Service PD Rider - CTC & PLR references removed

Off Peak Rider removed

Receivership Rider – PLR reference removed

Residential Direct Load Control Rider – New Rider is added

Seasonal Capacity Charge Service Rider – Competitive Transition Charge and Energy and Capacity Charge removed

Suburban Street Lighting Rider removed

Temporary Service Rider – CTC & PLR reference removed

Voluntary Market Price Transition Deferral Rider is added

Interim Code of Conduct removed

PECO Energy Company

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PECO Energy Company

LIST OF COMMUNITIES SERVEDPHILADELPHIA:

CITY AND COUNTY OF Philadelphia.

DELAWARE COUNTY:

CITY: Chester.

BOROUGHS: Aldan, Brookhaven, Chester Heights, Clifton Heights, Collingdale, Colwyn, Darby, East Lansdowne, Eddystone, Folcroft, Glenolden, Lansdowne, Marcus Hook, Media, Millbourne, Morton, Narberth, Norwood, Parkside, Prospect Park, Ridley Park, Rose Valley, Rutledge, Sharon Hill, Swarthmore, Trainer, Upland, Yeadon.

FIRST-CLASS TOWNSHIPS: Aston, Darby, Haverford, Lower Chichester, Lower Merion, Marple, Nether Providence, Radnor, Ridley, Springfield, Tinicum, Upper Chichester, Upper Darby.

SECOND-CLASS TOWNSHIPS: Bethel, Birmingham, Chester, Concord, Edgmont, Middletown, Newtown, Thornbury, Upper Providence.

BUCKS COUNTY:

BOROUGHS: Bristol, Chalfont, Doylestown, Dublin, Hulmeville, Ivyland, Langhorne, Langhorne Manor, Morrisville, New Britain, New Hope, Newtown, Pennel, Telford, Tullytown, Yardley.

FIRST-CLASS TOWNSHIPS: Bristol.

SECOND-CLASS TOWNSHIPS: Bedminster, Bensalem, Buckingham, Doylestown, Falls, Hilltown, Lower Makefield, Lower Southampton, Middletown, New Britain, Newtown, Northampton, Plumstead, Solebury, Upper Makefield, Upper Southampton, Warminster, Warrington, Warwick, Wrightstown.

MONTGOMERY COUNTY:

BOROUGHS: Ambler, Bridgeport, Bryn Athyn, Collegeville, Conshohocken, East Greenville, Green Lane, Hatboro, Jenkintown, Lansdale, Norristown, North Wales, Pennsburg, Pottstown, Red Hill, Rockledge, Royersford, Schwenksville, Souderton, Telford, Trappe, West Conshohocken.

FIRST-CLASS TOWNSHIPS: Abington, Cheltenham, Hatfield, Lower Moreland, Lower Pottsgrove, Plymouth, Springfield, Upper Dublin, Upper Gwynedd, Upper Moreland, Upper Pottsgrove, West Norriton, West Pottsgrove, Whitemarsh.

SECOND-CLASS TOWNSHIPS: East Norriton, Franconia, Horsham, Limerick, Lower Frederick, Lower Gwynedd, Lower Providence, Lower Salford, Marborough, Montgomery, Perkiomen, Salford, Skippack, Towamencin, Upper Frederick, Upper Merion, Upper Providence, Upper Salford, West Vincent, Whippen, Worcester.

CHESTER COUNTY:

CITY: Coatesville.

BOROUGHS: Avondale, Downingtown, Kennett Square, Malvern, Modena, Oxford, Parkesburg, Phoenixville, South Coatesville, Spring City, West Chester, West Grove.

FIRST-CLASS TOWNSHIP: Caln.

SECOND-CLASS TOWNSHIPS: Birmingham, Charlestown, East Bradford, East Brandywine, East Caln, East Coventry, East Fallowfield, East Goshen, East Marlborough, East Nantmeal, East Nottingham, East Pikeland, East Vincent, East Whiteland, Easttown, Elk, Franklin, Highland, Kennett, London Britain, Londonderry, London Grove, Lower Oxford, New Garden, Newlin, New London, North Coventry, Penn, Pennsbury, Pocopson, Sadsbury, Schuylkill, South Coventry, Thornbury, Tredyffrin, Upper Oxford, Upper Uwchland, Uwchland, Valley, Wallace, Warwick, West Bradford, West Brandywine, West Caln, West Fallowfield, West Goshen, West Marlborough, West Nantmeal, West Nottingham, West Pikeland, West Sadsbury, Westtown, West Vincent, West Whiteland, Willistown.

YORK COUNTY:

BOROUGH: Delta.

SECOND CLASS TOWNSHIPS: Chanceford, Fawn, Lower Chanceford, Peach Bottom.

HOW TO USE LOOSE-LEAF TARIFF

1. This Tariff is issued on the loose-leaf plan. Each page will be issued as "original page," consecutively numbered, commencing with the title page, which in all cases will be considered as Page No. 1. For example: "Original Page No. 2", "Original Page No. 3," etc.

2. All changes in, additions to, or eliminations from, original pages, will be made by the issue of consecutively numbered supplements to this Tariff and by reprinting the page or pages affected by such change, addition, or elimination. Such supplements will indicate the changes which they effect and will carry a statement of the make-up of the Tariff, as revised. The Table of Contents will be reissued with each supplement.

3. When a page is reprinted the first time, it will be designated under the P.U.C. number as "First Revised Page No.....," the second time as "Second Revised Page No.....," etc. First revised pages will supersede original pages; second revised pages will supersede first revised pages, etc.

4. When changes or additions to be made require more space than is available, one or more pages will be added to the Tariff, to which the same number will be given with letter affix. For example, if changes were to be made in Original Page No. 2 and, to show the changed matter, more than one page should be required, the new page would be issued as "First Revised Page No. 2, superseding Original Page No. 2"; and the added page would be issued as "Original Page No. 2A." If a second added page should be required, it would be issued as "Original Page No. 2B." Subsequent reprints will be consecutively designated as "First Revised....," "Second Revised....," etc.

5. On receipt of a revised page it will be placed in the Tariff immediately following the page which it supersedes, and the page which is to be superseded thereby plainly marked "See following page for pending revision." On the date when such revised page becomes effective, the page superseded should be removed from the Tariff.

DEFINITION OF TERMS AND EXPLANATION OF ABBREVIATIONS

a.c. - alternating current Advanced Meter - Advanced Meter shall have the meaning set forth in the Electric Generation Supplier Coordination Tariff Appendix C of the Joint Petition for Full Settlement (as defined below)

Advanced Meter Services - Advanced Meter Services shall have the meaning set forth in the Electric Generation Supplier Coordination Tariff Appendix C of the Joint Petition for Full Settlement and Supplier Tariff (as defined below).

Advanced Meter Service Provider or AMSP - The Company or an EGS that provides Advanced Meter Services.

AEPS - Alternative Energy Portfolio Standard statute that requires electric distribution companies and electric generation suppliers to acquire a certain percentage of their energy from alternative energy sources.

available rate - A rate which may be obtained by a customer if the use of service conforms to the character of service contemplated in the rate, and the location is such that this service can be supplied from existing facilities of the Company.

bad credit (for deposit purposes) - A customer has bad credit if the customer has been delinquent on two consecutive bills or three or more bills in the last twelve billing cycles. Industrial and commercial customers shall also have bad credit if the customer is insolvent (as evidenced by a credit report prepared by a reputable credit bureau or credit reporting agency or public financial data, liabilities exceeding assets or generally failing to pay debts as they become due) or tendered two or more checks which the drawee returns as unpaid, within the last twelve billing cycles.

Base Rate (or rate) - The Base Rates are Rates R, RT, R-H, OP, R-S₂, GS, PD, HT, POL, SL-P, SL-S, SL-E, TL, EP, and AL

billing demand - The calculated or measured demand after correction, if any, for power factor; except that the billing demand may be limited to a minimum figure.

Btu - British thermal unit.

capacity charge - A charge based upon demand, either with or without power factor correction.

Competition Act - The Electricity Generation Customer Choice and Competition Act, 66 Pa.C.S. §2801, et seq.

~~Competitive Default Service - Competitive Default Service shall have the meaning set forth in Section L, paragraph 38(a), of the Joint Petition for Full Settlement (as defined below).~~

Competitive Energy Supply - unbundled energy and capacity provided by an Electric Generation Supplier.

~~Competitive Transition Charge or CTC - a nonbypassable charge applied to the bill of every customer (as defined below), which charge is designed to recover PECO Energy's approved Transition or Stranded Costs (as defined below).~~

Consolidated EDC Billing - Billing provided by the Company as provided for in the Electric Generation Supplier Coordination Tariff Appendix C to the Joint Petition for Full Settlement (as defined below)

Consolidated EGS Billing - Billing provided by an EGS as provided for in the Electric Generation Supplier Coordination Tariff Appendix C to the Joint Petition for Full Settlement (as defined below)

continuous service - Service which the Company endeavors to keep available at all times.

creditworthy - A creditworthy customer pays the Company's charges as and when due and otherwise complies with the Rules and Regulations of this Tariff or the PaPUC. To determine whether a customer is creditworthy with respect to a particular account, the Company will evaluate the customer's record of paying Company charges for all of the customer's other Company accounts, and may also take into consideration the customer's general credit.

customer - Any person, partnership, association, or corporation, lawfully receiving service at a single meter location from the Company. For purposes of billing for an Electric Generation Supplier (as defined below) and ~~collecting CTC~~, the term customer may include all meter locations for which a summary bill is provided. In addition, unless explicitly prohibited by the Public Utility Code or the Commission's Rules and Regulations, an EGS may act as agent for an end use customer upon written authorization to PECO Energy which may be part of the notice of EGS selection.

customer's service extension - The facilities extending from the customer's service-receiving equipment to the Company's service supply lines.

Default PLR Service (DS) - The provision of energy or energy and capacity by PECO Energy as ~~provider of last resort~~ Default Service Provider to customers that are:

(1) not eligible to obtain Competitive Energy Supply, (2) choose not to obtain Competitive Energy Supply, (3) return to default service after having obtained Competitive Energy Supply or Competitive Default Service, or (4) who contract for Competitive Energy Supply from an EGS (as defined below) that fails to deliver such energy or energy and capacity.

Default Service Provider (DSP) - The incumbent EDC within a certificated service territory or a Commission approved alternative supplier of electric generation
(C)

demand - The maximum rate-of-use of energy during a specified time interval, expressed in kilowatts.

(C) Indicates Change

Issued ~~October 20, 2004~~ September 10, 2008
~~November 5, 2004~~ January 1, 2011

Effective

PECO Energy Company

Superseding Fourth Revised Page No. 7

DEFINITION OF TERMS AND EXPLANATION OF ABBREVIATIONS (continued)

Direct Access - Direct Access shall have the meaning set forth in the Competition Act.

~~Electric Distribution Company (EDC) - Electric Distribution Company (EDC) shall have the meaning set forth in the Competition Act. (C)~~

Electric Generation Supplier (EGS) - Electric Generation Supplier (EGS) shall have the meaning set forth in the Competition Act.

Electric Generation Supplier Coordination Tariff (or Supplier Tariff)- PECO Energy's Electric Generation Supplier Coordination Tariff, provides procedures for EGS & PECO EDC interaction to make arrangements necessary to implement Direct Access for retail customers.

~~Energy Supply and Capacity Charge - PECO Energy's charge for energy or energy and capacity to customers that receive Default PLR Service. (C)~~

energy charge - a charge based upon kilowatt-hours of use.

FERC - the Federal Energy Regulatory Commission.

~~Fixed Distribution Service Charge - A charge to recover costs caused by the presence of the customer on the system other than the costs associated with the customer's demand or energy consumption, net of any credit provided for in Appendix B to the Joint Petition for Full Settlement. (C)~~

Holidays - New Year's Day, Martin Luther King, Jr.'s Birthday, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day and Sundays.

hp, horsepower - As used herein, horsepower shall be computed as the equivalent of 750 watts.

initial contract term - An initial contract term for a service location shall be 1) the customer's first Term of Contract for service to the location or 2) the first Term of Contract after the customer changes service for a location to a different Rate.

~~Intangible Transition Charge (ITC) - Intangible Transition Charge (ITC) shall have the meaning set forth in the Competition Act. (C)~~

~~Joint Petition for Full Settlement - The Joint Petition For Full Settlement Of PECO Energy Company's Restructuring Plan And Related Appeals And Application For A Qualified Rate Order And Application For Transfer Of Generation Assets, dated April 20, 1998~~

kV, kilovolts - 1000 volts.

kVa, kilovoltampere - Unit of measurement of rate-of-use which determines electrical capacity required; it is obtained by multiplying the voltage of a circuit by its amperage.

kW, kilowatt - Unit of measurement of useful power

kWh, kilowatt-hour - Unit of measurement of energy; an amount equivalent to the use of one kilowatt for one hour.

lumen - Unit of measurement of quantity of light.

measured demand - A customer's highest demand during a 30 minute time interval in a billing period

month - A month under this Tariff means 1/12 of a year, or the period of approximately 30 days between two regular consecutive readings of the Company's meter or meters installed on the customer's premises.

PaPUC or Commission - The Pennsylvania Public Utility Commission.

PECO Energy or the Company - PECO Energy Company.

point of delivery - The single point at which the service-supply lines of the Company terminate and the customer's facilities for receiving the service begin.

PJM - PJM shall mean the PJM Interconnection, L.L.C. (C)

PJM System - PJM System shall mean the transmission facilities located in the Mid-Atlantic Region that are controlled by PJM.

power factor - As used herein, power factor is, in a single-phase circuit, the ratio of the watts to the voltamperes, and in a polyphase circuit, is the ratio of the total watts to the vector sum of the voltamperes in the several phases.

Principle Office - The Company's Main Office Building is located at 2301 Market Street, Philadelphia, Pa. 19103. (C)

property line - The division line between land held in or for private use, and land in which the public or the Company has a right of use; or, the division line between separately owned or occupied land.

~~Qualified Transition Expense - Qualified Transition Expense shall have the meaning set forth in the Competition Act. (C)~~

(C) Indicates Change

DEFINITION OF TERMS AND EXPLANATION OF ABBREVIATIONS (continued)

Separate EDC Billing - Billing provided by the Company as provided for in the Electric Generation Supplier Coordination Tariff Appendix C to the Joint Petition for Full Settlement (as defined below).

Separate EGS Billing - Billing provided by an EGS as provided for in the Electric Generation Supplier Coordination Tariff Appendix C to the Joint Petition for Full Settlement (as defined below).

service - The distribution of energy for use by the customer, including all things done by the Company in connection with such distribution.

- standard single-phase secondary: alternating current, 60 hertz:
 - (a) nominally 120/240 volts, 3 wires;
 - (b) nominally 120 volts, 2 wires to installations consisting of not more than two 15-ampere branch circuits; nominally 120/208 volts, 3 wires, for residential service, where available in conjunction with standard polyphase secondary 120/208 volts, 3-phase, 4 wires.

- standard polyphase secondary; alternating current, 60 hertz. Only one service is available to a building unless the demand exceeds the service capacity for the associated voltage described below. If the demand exceeds a service capacity, additional secondary services at the same voltage level may be provided. For purposes of determining service capacity limits, a building is defined as a structure, separated from other structures, or a portion of a contiguous structure separated from the remainder of the structure by approved fire walls. When demand or service voltage requires the installation of transformation on the owner's premises, the transformation shall consist of a padmounted transformer installed at a location provided by the owner and approved by the Company outside the building or a transformer bank installed inside the building in a vault located on the ground floor or one story below grade, meeting National Electrical Code requirements. The Company will not install, own or maintain any conductors inside or beneath a building nor install indoor transformation in areas supplied by or designated to be supplied at 33,000 volts or greater.
 - (a) nominally 120/240 volts, 2-phase, 5 wires; only available in areas supplied by 2-phase distribution facilities located along public highways or private rights-of-way and limited to service capacities of 100 kVa or less;
 - (b) nominally 240 volts, 3-phase, 3 wires; a fourth wire neutral will be extended for the supply of 120/240 volt single-phase equipment in combination with the service where the service capacity required does not exceed 15 kVa on any one of the phases. Where the demand to a single premises exceeds 100 kVa, transformers will be installed on the premises at a suitable location provided by the owner. The service capacity is limited to 300 kVa for transformers located inside the building and 750 kVa for transformers located outside the building.
 - (c) nominally 120/208 volts, 3-phase, 4 wires, (where 3-phase distribution is available) for the exclusive supply of secondary service to a building or group of contiguous buildings occupied by one or more than one customer, with transformers and secondaries installed on the premises at suitable locations provided by the owner. The service capacity is limited to 750 kVa for transformers located either inside or outside the building. When a suitable transformer location is not reasonably available on the premises and the demand does not exceed 100 kVa, service may be supplied at the Company's discretion from aerial distribution facilities located along public highways.
 - (d) nominally 277/480 volts, 3-phase, 4 wires (where 3-phase distribution is available) for the exclusive supply of secondary service to a building occupied by one or more than one customer with transformers and secondaries installed on the premises at suitable locations provided by the owner. The service capacity is limited to 750 kVa for transformers located inside the building and 1,500 kVa for transformers located outside the building.

- standard primary - unregulated alternating current, 60 hertz, nominally 2,400 volts, 2-phase, 3 wires, or nominally 4,160 volts, 3-phase, 3 or 4 wires. Availability of these voltages is limited to those locations served at these voltages as of July 6, 1987.

- standard high tension - unregulated alternating current, 60 hertz, 3-phase, 3 wires (4-wire, 13 kV service is available in areas that have been converted to 13 kV distribution):

Where two or more such standard voltages are present in a given area, the Company will select the service voltage at which the required service can be supplied most economically. Nominally 13,200, 33,000, 69,000, 138,000 or 230,000 volts as available in the various sections of the Company's service territory for loads of such character as to require supply at one of such voltages in order not to impose unsatisfactory service conditions on the Company's supply system, or for loads of such character that supply at one of such voltages is desired both by the Company and the customer. For service at 13,200 or 33,000 volts, where the customer's demand exceeds 7,000 kW, the owner may be required to provide a suitable location on the premises for the installation of Company's transformation equipment.

The Company's charges for service, which are comprised of the Fixed Distribution Service Charge and Variable Distribution Service Charge, are nonbypassable and must be paid by any customer regardless of the voltage level at which the customer is served.

Service-supply lines - The facilities (conductors, cables, conduits, etc.) extending from the Company's facilities in the highway or other trunk line location to the facilities owned and maintained by the customer.

(C) Indicates Change

PECO Energy Company

DEFINITION OF TERMS AND EXPLANATION OF ABBREVIATIONS (continued)

(C)

~~Statutory Rate Cap Period~~—the applicable rate cap period as set forth in Section 2804(4) of the Act.

~~Statutory Transition Period~~—the period of time commencing on January 1, 1997 and ending on December 31, 2010.

Summary billing account - An aggregate bill prepared for two or more meter locations owned or legally controlled by the same partnership, association, corporation, or governmental agency etc. for: (1) the Company's charges for service; (2) ~~for the recovery of Transition or Stranded Costs;~~ and/or (23) an EGS's charges for Competitive Energy Supply, as permitted by Rule 2.2.

Tariff - this Electric Service Tariff comprising the Base Rates, rules and regulations which in conjunction with Pennsylvania Public Utility Law and Pennsylvania Public Utility Commission Regulations govern the distribution of electric energy including all things done by the Company in connection with such distribution, and/or the supply of electric energy under Default PLR Service, and other PaPUC jurisdictional services.

~~Transition or Stranded Costs~~—~~Transition or Stranded Costs shall have the meaning set forth in the Competition Act.~~

Variable Distribution Service Charge - the variable energy and capacity charges for the provision of unbundled distribution service, including all things done by the Company in connection with such distribution service.

(C) Indicates Change

PECO Energy Company

RULES AND REGULATIONS**1. THE TARIFF**

1.1 FILING AND POSTING. A copy of this Tariff, which comprises the Rates, Rules and Regulations under which service and Default PLR-Service will be provided to its customers by PECO Energy, is on file with the Commission and is posted and open to inspection at the Principle Office of the Company.

1.2 REVISIONS. This Tariff may be revised, amended, supplemented or otherwise changed from time to time in accordance with the Pennsylvania "Public Utility Law", and such changes, when effective, January 1, 2011 shall have the same force as the _____ (C) present Tariff.

1.3 APPLICATION. The Tariff provisions apply to everyone lawfully receiving service from the Company, under the rates therein, and the recipient of service, whether service is based upon contract, agreement, accepted signed application, or otherwise, shall be subject to the terms of the Tariff. In addition, the rates therein shall apply to everyone receiving service unlawfully or otherwise, including unauthorized use as referred to in Rule 4.7 of this Tariff. A customer will receive service under the rates and riders of this tariff effective January 1, 2011 with their first scheduled billing cycle beginning January 1, 2011~~07~~ or as otherwise indicated in this tariff. (C)

1.4 BASIS OF CHARGE. Time elapsed is a factor in the supply of service and the rates and minimum charges named in this Tariff, while predicated on periods of supply of not less than one year, are stated in values for direct application only to monthly periods of service supply and will be adjusted for application to service supplied during other time intervals.

1.5 RULES AND REGULATIONS. The Rules and Regulations, filed as part of this Tariff, are a part of every contract for service made by the Company and govern all classes of service where applicable, unless specifically modified by a rate or rider provisions. The obligations imposed on customers in the Rules and Regulations apply as well to everyone receiving service unlawfully and to unauthorized use of service.

1.6 USE OF RIDERS. The terms governing the supply of service under a particular Base Rate may be modified or amended only by the application of those standard riders, filed as part of this Tariff, which are specifically mentioned as applicable to that rate in the Applicability Index of Riders.

1.7 STATEMENT BY AGENTS. No representative has authority to modify a Tariff rule or provision, or to bind the Company by any promise or representation contrary thereto.

1.8 INTERPRETATION. In the event of a conflict between the text of the Joint Petition for Full Settlement and this Tariff, the Joint Petition for Full Settlement will control.

2. SERVICE LIMITATIONS

2.1 CHARACTER. This Tariff applies only to the distribution and/or supply of electric energy of the standard characteristics available in the locality in which the premises to be served are situated. The Company does not offer to distribute and/or supply electric energy of nonstandard characteristics.

2.2 SINGLE-POINT DELIVERY. Unless otherwise stated therein, the Base Rates in this Tariff for each class of service are based upon the Company's distribution and/or supply through a single delivery and metering point for the total requirements at each separate premises of -any person, partnership, association, or corporation, lawfully receiving service. Separate distribution and/or supply for the same customer at other points of consumption shall be separately metered and billed, except that: (1) when the Company is providing Consolidated EDC Billing, the Company will provide summary billing of its charges ~~for service and for recovery of Transition or Stranded Costs~~ and/or for an EGS' charges for Competitive Energy Supply at the EGS' request; and (2) when the Company is providing Separate EDC Billing, the Company will provide summary billing of its charges ~~for service and for recovery of Transition or Stranded Costs~~.

2.3 SINGLE-POINT AVAILABILITY. Service delivered at a single point is available to one or more buildings or units devoted essentially to a single purpose, provided and so long as:

- (a) Such buildings or units are:
- (1) held, possessed, and either utilized or operated as a single establishment by a single responsible entity, and
 - (2) unified on the basis of family, business, industry, enterprise, or governmental agency or through conveniences and services, such as heat, elevator, janitor, care of halls, walks and lawns, etc., furnished by such entity, and
 - (3) situated on a single or on contiguous land parcels except where such buildings or units constitute interdependent parts of a single industrial enterprise. In determining "contiguity" hereunder of parcels abutting opposite sides of public or private ways, the boundaries of such parcels shall be considered as extending to the center of such ways.
- (b) There is granted and maintained to the Company easement or other rights, adequate in the Company's reasonable judgment to supply service direct to any such buildings or units if, as and when a cessation of any one or more of the conditions stated in paragraph lettered "a" above should occur, or there should arise in any manner a Company duty of such direct supply.

(C) Indicates Change

RULES AND REGULATIONS (continued)

- (c) The transforming, receiving and distribution facilities on the customer's side of the delivery point are:
 - (1) furnished, installed and maintained at the expense of the customer, and
 - (2) owned or leased by the customer, and
 - (3) operated and controlled by or at the expense of the customer.
- (d) The Company is under no legal obligation of direct supply to any portion of said building or units or their appurtenances.
- (e) A guarantee by deposit or otherwise is given and maintained to the Company sufficient in its reasonable judgment to insure it against loss in primary, secondary and/or distribution investment in the event of change in the nature of holding and possession of such buildings or units, or in the occupancy thereof, or in the type of service delivered thereto.
- (f) All utilization equipment on the customer's side of the Company delivery point is furnished, installed, operated and maintained by the operator of the building or units supplied or by the tenants of such operator whose use of electricity is dependent upon the single-point delivery and metering of service.
- (g) Any use of public highways by such operator for the latter's distribution facilities does not conflict or interfere with the franchise rights of the company.

2.4 COMPLIANCE WITH AVAILABILITY. The use of the Company's service shall not be for any purpose other than that covered by the availability provisions of the applicable Base Rate and/or riders.

2.5 SINGLE-PHASE UP TO 150 KVA. Single-phase secondary service is available for loads up to 150 kVa. Loads in excess of this amount will be supplied polyphase service.

2.6 POLYPHASE LOADS AGGREGATING LESS THAN 7-1/2 HP. Polyphase service is not available for installations aggregating less than 7-1/2 horsepower, unless the excess cost of supplying polyphase rather than single-phase service is borne by the customer.

2.7 MOTORS. Service is not available to motors which do not meet the Company's standard requirements.

2.8 COMPLIANCE WITH BUILDING ENERGY CONSERVATION ACT STANDARDS. Before receiving any electric service to or for new or renovated residential buildings or additions thereto, as defined by Pennsylvania Building Energy Conservation Act (BECA) as amended by Act 98 of 1985, applicants for service must provide the Company with the compliance certification copy of the Pennsylvania Department of Community Affairs (DCA) "Notice of Intent to Construct" form as processed by DCA. A compliance certification copy of "Notice of Intent to Construct" will not be required by the Company if the new or renovated residential building is located in a municipality which has elected to administer the BECA and requires that a notice of intent to construct be filed with the municipality before or at the time that application is made for a building permit and the notice has, in fact, been filed. (C)

3. CUSTOMER INSTALLATION

3.1 INFORMATION FROM THE CUSTOMER. The Company should be advised by the customer or applicant for service, in writing, preferably on a form supplied by the Company, of premises to be equipped for service, giving exact location, and details of all current consuming devices to be installed.

The customer shall supply the Company any and all information in its possession regarding potential or actual contamination, waste or hazardous materials or other adverse environmental conditions on the customers' premises on or near where the Company facilities are to be located. The customer has a continuing obligation to provide the Company with such information relating to the premises as the customer receives it. The Company also has a continuing right to inspect the customers' premises for the purposes of performing an environmental assessment. (C)

3.2 METER LOCATION. There shall be provided, free of expenses to the Company, at a location which the Company or another AMSP will designate in writing upon request, outdoors at its option, a suitable place for the meter or meters and any other supply, protective or control equipment of the Company or another AMSP which may be required in the provision of service. The location shall be determined in accordance with the performance specifications developed in accordance with Appendix C of the Joint Petition for Full Settlement.

3.3 POINT OF DELIVERY. The Company will designate in writing, upon request, a satisfactory point of delivery where the customer shall terminate the wiring and facilities for connection to the distribution lines of the Company. The failure to request and obtain such location may result in refusal of service pending rearrangement of customer's facilities, but the designation of a point of delivery does not constitute an agreement or obligation on the part of the Company to furnish service.

In establishing a point of delivery, the Company has the right to avoid areas known or suspected to contain contamination, waste or hazardous materials or other adverse environmental conditions. The customer will have the option of extending its own facilities to the Company's point of service delivery.

The Company may waive this right of avoidance upon agreement by the customer or applicant to indemnify, defend, and hold harmless the Company (its successors, assigns, trustees, officers, employees and agents) from and against all actions, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, losses, charges, debts and liabilities whatsoever

(C) Indicates Change

RULES AND REGULATIONS (continued)

(including attorney's fees), whether known or unknown, present or future, that arise from such conditions. This indemnification provision shall survive the termination or expiration of said agreement and the termination of the business relationship of the parties thereto.

3.4 SERVICE ENTRANCE EQUIPMENT. All equipment beyond the point of delivery, except the meter, shall be installed by the customer. Installation shall be in conformity with the National Electrical Code and the Company's published "Electric Service Requirements", and shall include, where necessary, an approved sealable device for mounting a meter. The meter will be supplied, owned and sealed by the Company or another AMSP.

3.5 SECONDARY SERVICE CONNECTION. (a) Wiring of any premises for connection to overhead lines must be brought outside of the building wall to a location designated or approved by the Company, at which point the house wiring must extend at least 3 feet for attachment to the Company's service-supply lines. (b) Service connections to the Company's underground facilities shall terminate on the customer's premises in an approved connection box from which customer's wiring shall extend to the other service entrance equipment.

3.6 UNDERGROUND SERVICE. Customers desiring an underground service from overhead wires must bear the excess cost incident thereto. Specifications and terms for such construction will be furnished by the Company on request.

3.7 NONSTANDARD SERVICE. The customer or applicant for service shall pay the cost of any special installation necessary to meet the unusual requirements of the customer or applicant for service, including but not limited to: (1) service at other than standard voltages, (2) service for loads that will be intermittent and which, in the Company's sole judgment, would not generate sufficient revenue to recover the installation costs of the required facilities, (3) service for loads that will be continuous but that will generate minimal usage, and which, in the Company's sole judgment, would not generate sufficient revenue to recover the installation costs of the required facilities, and (4) service for loads that will require provision of closer voltage regulation than required by standard service.

The customer or applicant shall pay all costs to the Company of performing environmental assessments, including, but not limited to, the cost of consultants utilized by the Company, the cost of removal and disposal of contamination, waste or hazardous materials or dealing with other adverse environmental conditions associated with either the initial installation, modification, repair, maintenance or removal of service facilities.

3.8 RELAY PROTECTION. The customer must install at the customer's own expense a reverse-phase relay of approved type on all alternating current motors for passenger and freight elevators, hoists, and cranes, and a reverse-power relay for parallel operation.

4. APPLICATION FOR SERVICE

4.1 PLACE OF APPLICATION. Customers may apply for service at the Company's Principle Office or, in some cases, over the telephone. (C)

4.2 SERVICE CONTRACT. Every applicant for service may be required to sign a contract, agreement, or other form then in use by the Company, covering the special circumstances of the use of service, and shall abide by these Rules and Regulations and the standard requirements of the Company.

4.3 CONTRACT DATA. The application shall contain a statement of the premises to be served, the rate under which service is desired, and such conditions or riders as are applicable to the special circumstances of the case.

4.4 RIGHT TO REJECT. The Company may place limitations on the amount and character of service it will supply or may reject applications for service: not available under a standard rate; which might affect service to other customers; which is to be delivered at a location or at a standard voltage that involves excessive cost; for bad credit; for the applicant's failure to provide identifying documentation; when an applicant's self-identification cannot be verified; or for other good and sufficient reasons. Customers cannot be denied Default PLR Service or new service for failure to pay an EGS's charges. (C)

The Company has the right to restrict service to only those locations which will not expose the Company to liability for known or suspected contamination, waste or hazardous materials or other adverse environmental conditions.

4.5 ACCEPTANCE. Before the Company affirmatively accepts an application, the Company will consider the application to be "pending". When an application is accepted, it constitutes the contract between the customer and the Company, subject to the Rules and Regulations. A customer or other recipient of service also becomes contractually obliged to the Company when service is provided according to the application either with or without modification, or when the customer otherwise receives service.

4.6 SPECIAL CONTRACTS. Standard contracts shall be for terms as specified in the statement of the rate, but where large or special investment is necessary for the supply of service, or where service is to be used for an emergency or temporary replacement of another method of operation, contracts of longer term than specified in the rate, or with special guarantees of revenue, or both, may be required.

~~In addition, the Company may enter into long term contracts for firm service to customers or potential customers who billing: a) demonstrate that they are considering competitive alternatives (including self generation) to PECO Energy service; and b) who require in excess of 40,000 kW of monthly capacity supplied by PECO Energy; or in circumstances where the customer contributes to the _____ (C)~~

(C) Indicates Change

RULES AND REGULATIONS (continued)

significant economic well-being of the region, as evidenced by an award from the Commonwealth of Pennsylvania of an Opportunity Grant in the amount of \$250,000 or greater. The terms and conditions of service and charges will be mutually agreed upon between the Company and the customer and will be reflected in a signed service agreement that will not become effective until approved by the Commission. Rates will be established on a case by case basis and will be sufficient to cover all appropriate incremental costs, including the costs of labor, materials, and overhead and a contribution to fixed costs.

— For contracts that do not contain provisions governing the customer's rights upon the advent of Direct Access, the Company will unbundle the customer's contract effective as of January 1, 1999 in a manner that retains the customer's discount and that reflects the amount of Transition and Stranded Costs presumptively embedded in the customer's contract. The dollar value of the customer's discount will be reflected in the CTC component of the bill and if that reflection produces a CTC less than zero, the CTC will be set at zero and the remainder of the discount will be reflected in the customer's Energy and Capacity Charge. For contracts that do contain provisions governing the customer's rights upon the advent of Direct Access, the Company will unbundle the customer's contract in accordance with its terms and conditions.

— Contract expiration shall not affect the applicability of any statutory rate cap or any rate cap contained in the Joint Petition for Full Settlement then in effect.

— Unless the customer's contract contains provisions concerning the customer's rights upon the advent of Direct Access, the customer may obtain Competitive Energy Supply and continue to pay the unbundled Distribution Charges and Competitive Transition Charges designed in accordance with this Rule for the duration of the term of the contract. For contracts that contain provisions governing the customer's rights upon the advent of Direct Access, the customer will be entitled to obtain Competitive Energy Supply only in accordance with the terms and conditions of the customer's contract. The dollar value of the customer's discount will be reflected as set forth above with respect to contracts that do not contain provisions governing the customer's rights upon the advent of Direct Access.

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.

5.2 PRIOR DEBTS. Service will not be furnished to former customers until any indebtedness to the Company for previous service of the same 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. For customers for whom the Company provides Consolidated EDC Billing or Separate EDC Billing, before the Company will render service or continue to render service, the Company may require an applicant for service or a current customer that has bad credit or an applicant for service whose credit is not established, 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 compliance with the Company's Rules and Regulations. Any residential customer, having secured the return of a deposit, shall not be required to make a new deposit unless the service has been discontinued or terminated, or unless the customer has bad credit. In addition, the Company may require industrial and commercial customers for which it provides 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.

5.4 AMOUNT OF DEPOSIT. For residential customers the deposit will be equal to one-sixth of the applicant's or customers 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 (C) 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) Indicates 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. For non-residential customers such refund or credit will be made at the time the customer becomes creditworthy. 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. (C)

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. (C)

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

5.7 CREDIT INFORMATION. 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 will report to a national credit bureau only on credit history associated with the portion of the past due amount attributable to the Company's charges.

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.

Issued August 1, 2005 September 10, 2008
2011 September 30, 2005

Effective January 1,

7. EXTENSIONS

7.1 TRUNK LINE CONSTRUCTION. The Company will construct, own and maintain overhead or underground distribution facilities, either secondary, primary, or high tension, located on the highway or on rights-of-way acquired by the Company and used or usable as part of the Company's general distribution system.

7.2 LINE EXTENSIONS FOR STANDARD SERVICE

A. DEFINITIONS

For the purposes of this rule, when capitalized herein, the below terms shall have the following meanings:

- (1) **Line Extension** -- A single-phase or polyphase addition to the public utility electric supply line for the purpose of supplying standard service (as described under Rule 2 above, but not including Line Extensions for nonstandard service as described in Rule 3.7 above) which addition is so located that it cannot be supplied by means of a service line from the existing electric supply line.
- (2) **Contractor Cost** -- The amount paid by the Company to a contractor for work performed on a Line Extension.
- (3) **Customer** -- End use customer of the Company, or a developer.
- (4) **Direct Labor Cost** -- The pay and expenses of the Company employees directly attributable to work performed on Line Extensions, but not including construction overheads or payroll taxes, workmen's compensation expenses or similar indirect expenses.
- (5) **Direct Material Cost** -- The purchase price of materials used for a Line Extension, but not including related storage expenses. In computing Direct Material Costs, proper allowance shall be made for unused materials, materials recovered from temporary structures, and discounts allowed and realized in the purchase of materials.
- (6) **Total Construction Cost** -- For single-phase Line Extensions, the estimated total cost to the Company for the construction of the Line Extension, which cost shall include: Contractor Cost, Direct Labor Cost, and Direct Material Cost. For polyphase Line Extensions, the estimated total cost to the Company for the construction of the Line Extension, which cost shall include: Contractor Cost, Direct Labor Cost, Direct Material Cost and allocated overheads.
- (7) **Capacity Adjusted Cost** -- For polyphase Line Extensions, the Total Construction Cost of a Line Extension multiplied by the percentage of that Line Extension's capacity installed to serve the Customer's capacity needs.
- (8) **Revenue Guarantee Contribution** -- The estimated Variable Distribution Service Charges, as defined in the "Definitions of Terms and Explanation of Abbreviations" Section of this tariff, to be received by the Company from the Customer for a twelve (12) month period commencing with the first month after the Line Extension is completed.

B. SINGLE-PHASE LINE EXTENSIONS FOR STANDARD SERVICE. For a Customer whose use of the Line Extension is not speculative, the Company will construct a single-phase Line Extension as follows. The Company will construct a Line Extension up to 2,500 feet without a charge to the Customer. For Line Extensions over 2,500 feet, a Customer shall pay the Company a contribution in aid of construction ("CIAC") equal to the amount by which the Total Construction Cost of the Line Extension beyond 2,500 feet exceeds the Customer's Revenue Guarantee Contribution for the first three (3) year period after the Line Extension is completed. A Customer who is not a developer must pay the CIAC in full prior to the construction of the single-phase Line Extension.

C. POLYPHASE LINE EXTENSIONS FOR STANDARD SERVICE. For a Customer whose use of the Line Extension is not speculative, the Company will construct a polyphase Line Extension, as follows. A Customer must pay the Company a CIAC equal to the amount by which the Capacity Adjusted Cost of the Line Extension exceeds the Customer's Revenue Guarantee Contribution for the first five (5) year period after the Line Extension is completed. A Customer who is not a developer must pay the CIAC in full prior to the construction of the polyphase Line Extension.

D. DEVELOPERS. Prior to the construction of any Line Extension, a developer may, in lieu of paying the full CIAC, pay a minimum of 35 percent (35%) of the CIAC and, for the remaining amount, post a surety bond in a form reasonably acceptable to the Company. The unpaid portion of the CIAC is subject to interest at the then applicable prime rate and is payable no later than twelve (12) months from the date of the initial payment.

RULES AND REGULATIONS (continued)

E. **SPECULATIVE LINE EXTENSIONS.** A Line Extension is speculative when, in the Company's reasonable opinion there is doubt: (1) as to the continued use, or the level of use, of the new Line Extension by the Customer; or (2) as to the Company's recovery of the Total Construction Cost for a polyphase Line Extension if a Capacity Adjusted Cost is applied.

Under the first scenario of a speculative Line Extension, the Company will construct the Line Extension for a Customer, as follows: pursuant to an individual contract between the Customer and the Company, in addition to any CIAC, the Customer may be required to provide the Company a customer advance in the form of an up-front payment, or, if mutually agreed to by the Customer and the Company, a surety bond in the amount of the Customer's Revenue Guarantee Contribution used in the CIAC calculation as set forth in Part B or C above, as applicable ("Customer Advance"). If, after three (3) years for a single-phase Line Extension, or five (5) years for a polyphase Line Extension, the Customer's Variable Distribution Service Charges have met or exceeded the Customer Advance, the Company will either: (1) return the Customer Advance to the Customer if an up-front payment has been made; or (2) terminate the Customer's obligation to maintain the surety bond.

Under the second scenario of a speculative Line Extension, the Company will construct a polyphase Line Extension for a Customer, as follows: the Customer must pay the Company a CIAC equal to the amount by which the Total Construction Cost of the polyphase Line Extension exceeds the Customer's Revenue Guarantee Contribution for the first five (5) year period after the Line Extension is completed. The Customer may receive a refund of all or part of the CIAC paid if, during that five (5) year period, additional Customers have connected to the Line Extension for which the Customer paid the CIAC. The refund, if any, will be calculated based on the load of the connecting Customers.

7.3 UNDERGROUND SERVICE IN NEW RESIDENTIAL DEVELOPMENTS.

A. For the purposes of this rule, the following words and terms shall have the following meanings, unless the context clearly indicates otherwise:

1. Applicant For Electric Service - The developer of: a recorded plot plan consisting of five or more lots; or one or more five-unit apartment houses.
2. Developer - The party responsible for construction and providing improvements in a development; that is, streets, sidewalks, and utility-ready lots.
3. Development - A planned project which is developed by a developer/applicant for electric service set out in a recorded plot plan of five or more adjoining unoccupied lots for the construction of single-family residences, detached or otherwise, mobile homes, or apartment houses, all of which are intended for year-around occupancy, if electric service to such lots necessitates extending the Company's existing distribution lines.
4. Distribution Line - An electric supply line of untransformed voltage from which energy is delivered to one or more service lines.
5. Service Line - An electric supply line of transformed voltage from which service is delivered to the residence.
6. Subdivision - A tract of land divided by a subdivider into five or more adjoining unoccupied lots for the construction of single-family residences, detached or otherwise, or apartment houses, all of which are intended for year-around occupancy, if electric service to such lots necessitates extending the Company's existing distribution lines.

B. **INSTALLATION OF DISTRIBUTION AND SERVICE LINES.** All distribution and service lines installed pursuant to an application for electric service within a development will be installed underground, and will be owned and maintained by the Company. Pad-mounted transformers may be installed at the option of the Company. Excavating and backfilling will be performed by the developer

RULES AND REGULATIONS (continued)

of the project or by such other agent as the developer may authorize. Installation of service-related facilities will be performed by the Company or by such other agent as the Company may also be installed underground, upon terms and conditions prescribed elsewhere in this tariff. The Company will not be liable for injury or damage occasioned by the willful or negligent excavation breakage, or other interference with its underground lines occasioned by anyone other than its own employees or agents.

Nothing in this section shall prohibit the Company from performing its own excavating and backfilling for greater system design flexibility. However, no charges other than those specified in Section 57.83(4) of Title 52 shall be permitted.

C. APPLICANTS FOR SERVICE. The applicant for service to a development shall conform with the following:

- (1) At its own cost, provide the Company with a copy of the recorded development plot plan identifying property boundaries, and with easements satisfactory to the Company for occupancy by distribution, service and street-lighting lines and related facilities.
- (2) At its own cost, clear the ground in which the lines and related facilities are to be laid of trees, stumps and other obstructions, provide the excavating and backfilling subject to the inspection and approval of the Company, and rough grade it to within six inches of final grade, so that the Company's part of the installation will consist only of laying of the lines and installing other service-related facilities. Excavating and backfilling performed or provided by the applicant will follow the Company's underground construction standards and specifications set forth by the Company in written form and presented to the applicant at the time of application for service and presentation of the recorded plot plan to the Company. If the Company's specifications have not been met by the applicant's excavating and backfilling, such excavating and backfilling will be corrected or redone by the applicant or its authorized agent. Failure to comply with the Company's construction standards and specifications permits the Company to refuse utility service until such standards and specifications are met.
- (3) Request service at such time that the lines may be installed before curbs, pavements and sidewalks are laid; carefully coordinate scheduling of the Company's line and facility installation with the general project construction schedule, including coordination with any other utility sharing the same trench; keep the route of lines clear of machinery and other obstructions when the line installation crew is scheduled to appear; and otherwise cooperate with the Company to avoid unnecessary costs and delay.
- (4) Pay to the Company any necessary and additional costs incurred by the Company as a result of the following:
 - a. Installation of underground facilities that deviate from the Company's underground construction standards and specifications if such deviation is requested by the applicant for electric service and is acceptable to the Company.
 - b. A change in the plot plan by the applicant for electric service after the Company has completed engineering for the project and/or has commenced installation of its facilities.
 - c. Physical characteristics such as oversized lots or lots with extreme set-back where under the Company's line extension policy contained in this tariff a change is mandated for overhead service.
- (5) No charges other than those described in paragraph (4) of this subsection shall be borne by the applicant for electric service or by any other utility sharing the same trench, even if the Company elects to perform its own excavating and backfilling.

D. APPLICABILITY. The provisions of this rule will apply to all applications for service to developments, herein before defined, which are filed after the effective date of this tariff.

E. SUBDIVISIONS. Underground facilities in new residential developments are only required by Sections 57.81 through 57.87 of Title 52 when a bona fide developer exists, i.e., only when utility-ready lots are provided by the developer. A mere subdivision is not required to have underground service. However, should the lot owner or owners in a subdivision desire underground service, such service shall be provided by the Company if such lot owner or owners, at their option, either comply with Section 57.83 of title 52, or pay to the Company such charges as are contained in the Company's tariff for service not required by Title 52.

7.4 TAX ACCOUNTING OF CONTRIBUTIONS IN AID OF CONSTRUCTION AND CUSTOMER ADVANCES. All contributions in aid of construction (CIAC), customer advances or other like payments received by the Company shall constitute taxable income as defined by the Internal Revenue Service. The income taxes on such CIAC or customer advances will be segregated in a deferred account for inclusion in rate base in a future rate case proceeding. Such income taxes associated with CIAC or customer advances will not be charged to the specific contributor of the capital.

8. RIGHTS-OF-WAY

8.1 TERM AND RENTALS. When the premises of a customer is so located that the customer can be served only by facilities extending over the property of another, the customer shall accept service for such term as is provided in a permit or other applicable agreement covering the location and the maintenance of service equipment, and shall reimburse the Company for any and all special or rental charges that may be made for such rights by said permit or agreement. (C)

(C) Indicates Change

RULES AND REGULATIONS (continued)

8.2 PROCUREMENT BY CUSTOMER. Customers applying for the construction of an extension may be required to secure to, and for, the Company, all necessary and convenient rights-of-way and to pay any associated costs.

8.3 DELAYS. Applications for service from an extension to be constructed where a right-of-way is not owned by the Company will only be accepted subject to delays incident to obtaining a satisfactory right-of-way.

9. INTRODUCTION OF SERVICE

9.1 WIRING IN PROGRESS. Service-supply lines will not be installed before the time that the customer's wiring of the premises is actually in progress.

9.2 INSPECTION. The Company reserves the right to refuse the introduction of service unless a written certificate of approval, satisfactory to the Company, has been received from a competent inspection agency authorized to perform this service in the specific locality in which service is to be provided.

9.3 COMPANY'S RIGHT TO INSPECT. The Company shall have the right, but shall not be obliged to inspect, any installation before it begins to deliver electricity or at any later time, and reserves the right to reject any wiring or appliances not in accordance with the Company's standard requirements; but such inspection, or failure to inspect, or to reject, shall not render the Company liable or responsible for any loss or damage, resulting from defects in the installation, wiring, or appliances, or from violation of Company rules, or from accidents which may occur upon the premises of the customer.

9.4 DEFECTIVE INSTALLATION. The Company may refuse to connect if, in its judgment, the customer's installation is defective, or does not comply with such reasonable requirements as may be necessary for safety, or is in violation of the Company's standard requirements.

9.5 UNSATISFACTORY INSTALLATION. The Company may refuse to connect if, in its judgment, the customer's equipment, or use thereof, might injuriously affect the equipment of the Company, or the Company's service to other customers.

9.6 FINAL CONNECTION. The final connection between the customer's installation and the Company's service lines shall be made by or under the supervision of a representative of the Company, except for standard single-phase secondary aerial service, in which case the customer may make the final connection in accordance with the Company's standard requirements.

9.7 NEW OR TRANSFER CUSTOMER CHARGE. When a customer's account for service is initiated or when a customer's account is transferred from one address to another address, there will be a charge of **\$6.00** to cover the clerical expenses incurred by the Company. The State Tax Adjustment Clause applies to this charge.

10. COMPANY EQUIPMENT ON CUSTOMER'S PREMISES

10.1 COMPANY MAINTENANCE. The Company shall keep in repair and maintain its own property installed on the premises of the customer.

10.2 CUSTOMER'S RESPONSIBILITY. The customer shall be responsible for safekeeping of the Company's property while on the customer's premises. In the event of injury or destruction of any such property the customer shall pay the costs of repairs and replacement.

10.3 PROTECTION BY CUSTOMER. The customer shall protect the equipment of the Company on the premises, and shall not permit any person, except a Company employee having standard badge of the Company or other Company identification, to break any seals upon, or do any work on, any meter or other apparatus of the Company located on the customer's premises.

10.4 TAMPERING. In the event of the Company's meters or other property being tampered or interfered with, the customer being supplied through such equipment shall pay the amount which the Company may estimate is due for service used but not registered on the Company's meter, and for any repairs or replacements required, as well as for costs of inspections, investigations, and protective installations.

10.5 RIGHT OF ACCESS. The Company's identified employees shall have access to the premises of the customer at all reasonable times for the purpose of reading meters, and for installing, testing, inspecting, repairing, removing or changing any or all equipment belonging to the Company. In the event of an emergency, the Company shall have the right to access customer owned facilities and equipment for the purpose of restoring electric service, for the purpose of rendering the electric facilities safe and reliable, or for the purpose of reducing the likelihood of damage to the Company's facilities and equipment. (C)

10.6 OWNERSHIP AND REMOVAL. All equipment supplied by the Company shall remain its exclusive property, and the Company shall have the right to remove the same from the premises of the customer at any time after the termination of service from whatever cause.

10.7 POLE REMOVAL OR RELOCATION REQUESTED BY RESIDENTIAL PROPERTY OWNERS. The cost for removal or relocation of distribution line poles and their associated attachments made pursuant to the request of a residential property owner who is

(C) Indicates Change

RULES AND REGULATIONS (continued)

not entitled to receive condemnation damages to cover the cost of such work shall be borne by the property owner and shall be limited to contractor, direct labor, and direct material costs incurred less maintenance expenses avoided as a result of the pole removal or relocation. The calculation of such cost for removal or relocation shall be in accordance with the Public Utility Commission Regulations - Title 52, Section 57.27.

10.8 RELOCATION OF COMPANY FACILITIES REQUESTED BY NON-RESIDENTIAL PROPERTY OWNERS. Except as otherwise provided by law (e.g., 66 Pa.C.S. Section 2704, et seq.), a non-residential property owner, such as a builder, developer or contractor (Owner), shall pay to the Company the costs of relocation of Company facilities or equipment, made for the accommodation of the Owner or in fulfillment of the Owner's obligation to any public authority. A request for relocation of Company facilities shall be in writing. The relocation cost shall include labor (including overhead), materials, storeroom expense and transportation, less the depreciated value of any equipment replaced.

Where the relocation is done in conjunction with construction of a supply line to a development, the Company shall include in the relocation cost only those costs caused by the Owner's request.

The Company will notify the Owner in writing of the relocation cost. Advance payment of relocation costs will be required before the Company will commence the work, except, at the sole discretion of the Company, under special circumstances.

Where the relocation relates to a development that will generate additional revenue for the Company, the Company will give the Owner an initial credit against the relocation costs in an amount not to exceed 5% of the estimated annual revenue recovered through the Company's tariffed Variable Distribution Service Charges from the portion of the development under construction at the time of the relocation request. The Company will give the Owner an additional credit against relocation costs not to exceed 5% of the estimated additional revenue recovered through the Company's tariffed Variable Distribution Service Charges realized from new load on the PECO Energy system due to buildings not under construction at the time of the initial relocation but that are under roof within a five (5) year period from the date of completion of the relocation work. Credits will be held by the Company and distributed to the owner, on a pro-rated basis, as additional loads from the development are connected to PECO Energy's distribution system. No credits will be given for loads connected after the five year period from the date of completion of the relocation work. When the relocation is done in conjunction with extension of a line in accordance with §7.2 of the Tariff, the Company will include in the credit calculation only such estimated annual revenue that exceeds the minimum revenue guarantee required by §7.2. The cost and expense of project changes which require a second relocation of the same Company facilities shall be borne solely by the party requesting the change without offset or credit.

10.9 AERIAL LINE CLEARANCE. In accordance with the requirements set forth in the National Electric Safety Code, the Company shall have the right to trim, remove, or separate trees, vegetation or any structures therein which, in the opinion of the Company, interfere with its aerial conductors, such that they may pose a threat to public safety or to system reliability.

10.10 ADVANCED METER SERVICES PERFORMED BY AMSPs. The provisions of this Rule 10 are subject to the terms of the Electric Generation Supplier Coordination Tariff, Appendix C to the Joint Petition for Full Settlement and paragraph 22 of the Joint Petition for Full Settlement. (C)

11. TARIFF AND CONTRACT OPTIONS

11.1 CHOICE OF RATE. When the class of service-supply or conditions of use are such that two or more Base Rates are available, a customer shall select the Base Rate on which the customer will be billed.

11.2 COMPANY ASSISTANCE. The Company upon request will, to a reasonable extent, assist customers in selecting the most advantageous Base Rate or rate application (i.e., Base rate together with applicable riders).

11.3 RATE CHANGES. A customer may not change Base Rates during the "initial contract term" as defined in the "Definition of Terms and Explanation of Abbreviations" section above unless the Company agrees to permit the change. At any other time, a customer may change to a firm rate for which the customer qualifies upon 30 days notice to the Company. Customer ownership and obligation to maintain customer owned transformation facilities and equipment, as well as the point of delivery, will be unaffected by any Base Rate change initiated by the customer.

(C)

A customer may request that the Company modify the terms of its contract, other than the customer's Base Rate, but the Company will only allow such modification when, in the Company's sole judgment, the modification does not conflict with the Company's Tariff and is not detrimental to the Company.

The Company will not make any Base Rate change retroactive, unless, in the Company's sole judgment, the Company failed to adequately respond to a customer's request for assistance or modification at the time of such request.

12. SERVICE CONTINUITY

12.1 LIMITATION ON LIABILITY FOR SERVICE INTERRUPTIONS AND VARIATIONS. The Company does not guarantee continuous, regular and uninterrupted supply of service. The Company may, without liability, interrupt or limit the supply of service for the purpose of making repairs, changes, or improvements in any part of its system for the general good of the service or the safety of

(C) Indicates Change

RULES AND REGULATIONS (continued)

the public or for the purpose of preventing or limiting any actual or threatened instability or disturbance of the system. The Company is also not liable for any damages due to accident, strike, storm, riot, fire, flood, legal process, state or municipal interference, or any other cause beyond the Company's control.

In all other circumstances, the liability of the Company to customers or other persons for damages, direct or consequential, including damage to computers and other electronic equipment and appliances, loss of business, or loss of production caused by any interruption, reversal, spike, surge or variation in supply or voltage, transient voltage, or any other failure in the supply of electricity shall in no event, unless caused by the willful and/or wanton misconduct of the Company, exceed an amount in liquidated damages equivalent to the greater of \$500 or two times the charge to the customer for the service affected during the period in which such interruption, reversal, spike, surge or variation in supply or voltage, transient voltage, or any other failure in the supply of electricity occurs. In addition no charge will be made to the customer for the affected service during the period in which such interruption, reversal, spike, surge or variation in supply or voltage, transient voltage, or any other failure in the supply of electricity occurs. A variety of protective devices and alternate power supplies that may prevent or limit such damage are available for purchase by the customer from third parties.

12.2 ADDITIONAL LIMITATIONS ON LIABILITY IN CONNECTION WITH DIRECT ACCESS. Other than its duty to deliver electric energy and capacity, the Company shall have no duty or liability to a customer receiving Competitive Energy Supply arising out of or related to a contract or other relationship between such a customer and an EGS.

The Company shall implement customer selection of an EGS consistent with applicable rules of the Commission and shall have no liability to a customer receiving Competitive Energy Supply arising out of or related to switching EGSs, unless the Company is negligent in switching or failing to switch a customer.

The Company shall have no duty or liability with respect to electric energy before it is delivered by an EGS to a point of delivery on the PECO Energy distribution system. After its receipt of electric energy and capacity at the point of delivery, the Company shall have the same duty and liability for distribution service to customers receiving Competitive Energy Supply as to those receiving electric energy and capacity from the Company.

12.3 EMERGENCY LOAD CONTROL. Pursuant to order of Pennsylvania Public Utility Commission, the following provision is incorporated in this Tariff:

Whenever the demands for power on all or part of the Company's system exceed or threaten to exceed the capacity than actually and lawfully available to supply such demands, or whenever system instability or cascading outages could result from actual or expected transmission overloads or other contingencies, or whenever such conditions exist in the system of another public utility or power pool with which the Company's system is interconnected and cause a reduction in the capacity available to the Company from that source or threaten the integrity of the Company's system, a load emergency situation exists. In such case, the Company shall take such reasonable steps as the time available permits to bring the demands within the then-available capacity or otherwise control load. Such steps shall include but shall not be limited to reduction or interruption of service to one or more customers, in accordance with the Company's procedures for controlling load.

The Company shall establish procedures for controlling load including schedules of load shedding priorities to be followed in compliance with the foregoing paragraph, may revise such procedures from time to time, and shall revise them if so required by Pennsylvania Public Utility Commission. A copy of such procedures or of the revision thereof currently in effect shall be kept available for public inspection at the Company's Principle Office, and another such copy shall be kept on file with the Pennsylvania Public Utility Commission.

12.4 EMERGENCY ENERGY CONSERVATION. Pursuant to order of the Pennsylvania Public Utility Commission, the following provision is incorporated in this Tariff:

Whenever events occur which are actually resulting, or in the judgment of the Company threaten to result, in a restriction of the fuel supplies available to the Company or its energy vendors^(C)suppliers, such that the amount of electric energy which the Company is able to supply is or will be adversely affected, an emergency energy situation exists.

In the event of an emergency energy conservation situation, the Company shall take such reasonable measures as it believes necessary and proper to conserve available fuel supplies. Such measures may include, but shall not be limited to reduction, interruption, or suspension of service to one or more of its customers or classes of customers in accordance with the Company's procedure for emergency energy conservation.

The Company shall establish procedures for emergency energy conservation, including, if it deems necessary, schedules of service interruption and suspension priorities to be followed as prescribed by the foregoing paragraph.

The Company may revise such procedure from time to time, and shall revise them if so required by the Pennsylvania Public Utility Commission. A copy of such procedures or of the revision thereof currently in effect shall be kept available for public inspection at each office at which the Company maintains a copy of its Tariff for public inspection, and another such copy shall be kept on file with the Pennsylvania Public utility Commission.

12.5 NOTICE OF TROUBLE. The customer must immediately notify the Company if service is interrupted or is otherwise unsatisfactory due to defects, trouble, or accident, affecting the supply of service.

(C) Indicates Change

RULES AND REGULATIONS (continued)

12.6 RELOCATION OF DELIVERY POINT. In the event that the Company shall be required by any public authority to place underground any portion of its mains, wires, or service-supply lines, or relocate any poles or feeders, the customer, at the customer's own expense, shall change the location of his point of delivery to a point readily accessible to the new location.

13. CUSTOMER'S USE OF SERVICE

13.1 RESALE OF SERVICE. Pursuant to Section 1313 of the Public Utility Code, 66 Pa. C.S. § 1313, a customer may resell Energy and Capacity and/or service provided by PECO Energy under its default service plan, and pass on CTC/ATC charges, if: (1) the Company provides such service under a single contract at one application of an available Base Rate and for the total requirements of the premises served, and (2) the location and use of the service conforms to the availability requirements of this Tariff for provision to the customer for the customer's own account. (C)

All residential units connected after May 10, 1980, except those dwelling units under construction or under written contract for construction as of that date must be individually metered by either the Company, the AMSP or the landlord for their basic electric service supply. Centrally supplied master metered heating, cooling or water heating service may be provided if such supply will result in energy conservation. The bill rendered by the reseller to any consumer shall not exceed the amount which PECO Energy would bill its own residential customers for the same quantity of service under the applicable tariffed residential rate.

The requirements for individually metered dwelling units in new construction may be waived at the sole discretion of the Company. Such waiver will only be granted when the owner can demonstrate to the Company that there are valid reasons for such waiver and that there will not be a significant impact on the consumption of an individual customer.

13.2 FLUCTUATIONS. Electric service must not be used in such a manner as to cause unusual fluctuations or disturbances in the Company's supply system, and, in the case of violation of this rule, the Company may discontinue service, or require the customer to modify the installation and/or equip it with approved controlling devices.

13.3 TYPE OF INSTALLATIONS. Motor and other installations connected to the Company's lines must be of a type to use minimum starting current and must conform to the requirements of the Company as to wiring, character of equipment, and control devices.

13.4 UNBALANCED LOAD. The customer shall at all times take, and use, energy in such manner that the load will be balanced between phases to within nominally 10%. In the event of unbalanced polyphase loads, the Company reserves the right to require the customer to make the necessary changes at the customer's expense to correct the unsatisfactory condition, or to compute the demand used for billing purposes on the assumption that the load on each phase is equal to that on the greatest phase.

13.5 ADDITIONAL LOAD. The service connection, transformers, meters and equipment supplied by the Company for each customer, have definite capacity, and no additions to the equipment or load connected thereto will be allowed except by consent of the Company.

13.6 CHANGE OF INSTALLATION. The customer shall give immediate written notice to the Company of any proposed increase or decrease in, or change of purpose or location of, the installation.

13.7 FAILURE TO GIVE NOTICE. Failure to give notice of additions or changes in load or location shall render the customer liable for any damage to the meters or their auxiliary apparatus, or the transformers, or wires, of the Company, caused by the additional or changed installation.

14. METERING

14.1 SUPPLY OF METERS. An EGS that is also an AMSP may provide Advanced Meter Services in accordance with the Electric Generation Supplier Coordination Tariff. (C)

Appendix C of the Joint Petition for Full Settlement and in accordance with the Supplier Tariff. Otherwise, subject to Rules 14.3 and 14.9, the measurement of service for billing purposes shall be by meters furnished and installed by the Company. The Company will select the type and make of metering equipment to be used for meters supplied by the Company, and may, from time to time, change or alter the equipment, its sole obligation being to supply meters that will accurately and adequately furnish records for billing purposes. In fulfilling its obligations with respect to metering and meter reading, and with respect to AMSPs that provide Advanced Meter Services, the Company will comply with Electric Generation Supplier Coordination Tariff Appendix C to the Joint Petition for Full Settlement.

14.2 SPECIAL MEASUREMENTS. The Company shall have the right, at its option and its own expense, to place demand meters, reactive-component meters, or other instruments, on the premises of any customer except for any customer for whom an AMSP is providing Advanced Meter Services, for the purpose of measuring the demand and/or the power factor, or for other tests of all, or any part, of the customer's load.

14.3 CUSTOMER REQUEST FOR SPECIAL METER. If a customer for whom the Company is providing either metering and meter reading wishes to replace its billing metering equipment, to the extent technically possible, the Company may offer, provide and support a selection of qualified meters and may perform installation within a reasonable amount of time and at the expense of the customer. The customer must pay for any such metering equipment based on the net incremental cost of purchasing and installing the new metering equipment as approved by the Commission. The Company will own and maintain all such new metering equipment.

(C) Indicates Change

RULES AND REGULATIONS (continued)

14.4 POWER FACTOR MEASUREMENT. For customers for whom the Company is providing metering and meter reading or Advanced Meter Services, the Company reserves the right to measure the power factor of the customer's load, either by test or by permanently installed instruments. For customers for whom an AMSP is providing Advanced Meter Services, the Company reserves the right to require such AMSP to measure the power factor of the load of the customer on the same basis the Company measures the power factor of customers for which the Company provides metering and meter reading or Advanced Meter Services.

14.5 REVERSE REGISTRATION. The Company may, by ratchet or other device, control its meters to prevent reverse registration.

14.6 ESTIMATED USAGE. The kilowatt-hours and billing demands to be paid for may be determined by computation instead of by measurement in the case of installations having a fixed load or demand value controlled to operate for a definite number of hours each day.

14.7 METER READING INTERVALS. The Company will read its meters in accordance with Appendix C to the Joint Petition for Full Settlement and at scheduled regular intervals of one month. Monthly customer usage will not be prorated for seasonality. For customers for whom it provides Consolidated EDC Billing or Separate EDC Billing, the Company will render standard bills for the recorded use of service based upon the time interval between meter readings. EGS & EDC charges shall be based on the EDC defined meter reading route schedules. Only those bills which cover a period of service of less than 27 days or more than 34 days will be prorated. (C)

14.8 ESTIMATED USAGE. For customers for whom the Company provides meter reading or Advanced Meter Reading Services, the Company shall estimate the amount of service supplied to premises where access to the meter is not available or if such estimate is necessary, and to installations at remote locations when warranted by the type of installation, regularity of usage, or other circumstances. For customers for whom it provides Consolidated EDC Billing or Separate EDC Billing, the Company will render bills in standard form based on such estimate and so marked, for the customer's acceptance. Meter readings will be secured from time to time and billing will be revised when they disclose that the estimate failed to approximate the actual usage. For residential customers, an actual meter reading will be obtained at least every six months in accordance with Commission regulations.

14.9 CUSTOMER SELECTED ADVANCED METERS. A customer may request either PECO Energy or an AMSP to have an Advanced Meter installed and have Advanced Meter Services provided pursuant to the Electric Generation Supplier Coordination Tariff Appendix C of the Joint Petition for Full Settlement and any applicable rules adopted by the Commission. For an advanced meter to be deployed in the PECO Energy service territory, it must be included in the Commission's Advanced Meter Catalog, and indicated as eligible for deployment in the PECO Energy territory. ~~(Smart meter?)~~ (C)

15. DEMAND DETERMINATION

15.1 MEASURED DEMANDS. Measured demands may be quantified by recording or indicating instruments showing, unless otherwise specified, the greatest 30-minute rate-of-use of energy, provided that in the case of hoists, elevators, welding machine, electric furnaces, or other installations where the use of electricity is intermittent or subject to violent fluctuation the demand may be fixed by special determination.

15.2 DEMAND DETERMINATION.

- (a) **Special Determination.** Where charges specified in this Tariff are based upon the customer's demand, it is intended that such demand shall fairly represent the customer's actual demand that the Company must stand ready to serve. In the case of installations where the customer's regular use of service in the ordinary course of the customer's business is such that measurement over a thirty-minute interval does not result in a fair or equitable measure of the customer's demand, then the demand may be estimated from the known character of use and the rating data of the equipment connected, or from special tests. The intent of this provision is that the demand so determined shall fairly represent the demand that the Company must stand ready to serve.
- (b) **Demand Waiver.** When a customer wishes to conduct a test of equipment or process that is not part of the customer's normal operations, the customer may request that the Company waive the demand caused by that test, if that demand is the highest measured demand in the billing month. The Company will agree to such a waiver if the following conditions are met:
1. The Company's metering is of a type which allows for the determination of 30-minute demands; and
 2. The customer's request is in writing, and is received by the Company within 15 business days of the date of the commencement of the proposed test. The request must specify the nature of the test, the size of the loads to be tested and the starting and ending times; and
 3. The Company determines that the tests are not a part of the customer's normal operations; and (C)
 4. The test will not last for more than twelve (12) consecutive hours; and (C)
 5. The customer has not conducted a test and received a demand waiver for a test pursuant to this rule within one year of the proposed test.

Upon receipt of a request for a demand waiver, the Company will inform the customer in writing within fifteen (15) days of receipt of the customer's request whether it will grant the proposed waiver. (C)

(C) Indicates Change

RULES AND REGULATIONS (continued)

15.3 POWER FACTOR ADJUSTMENT. Standard power factor values, based on measured demands, are as follows:

<u>Measured Demands</u>	<u>Standard Power Factor</u>
0 kW to 185 kW	80%
186 kW to 2,500 kW	90%
Over 2,500 kW	95%

Whenever the measured power factor of a customer is less than the prescribed standard, the customer's measured demand shall be increased by the ratio of the standard power factor to the measured power factor. The demand thus determined shall be used as a basis for calculating the customer's billing demand in accordance with the applicable rate schedule.

The measured power factor shall be determined as follows:

- (a) All customers with measured demands of 750 kW or greater in three consecutive months shall have their power factor continually measured. The measured power factor shall be the power factor that is coincident with customer's maximum measured demand. Continuous power factor measurement may be discontinued if the customer's measured demand is less than 750 kW for twelve consecutive months, or if a change in the customer's load characteristics indicates a permanent reduction in measured demand to less than 750 kW. Until such time that metering equipment can be installed for continuous measurement of power factor, power factor shall be determined in accordance with paragraph (c) of this section.
- (b) The power factor of customers with measured demands of less than 185 kW will be assumed to be standard, unless the customer's load is such that it is likely, in the judgment of the Company, that the power factor will be less than the standard. In such cases, the provisions of paragraph (c) are applicable.
- (c) The power factor of all customers not included under the provisions of paragraphs (a) or (b) shall be determined by test at a time when the customer's load is not less than two-thirds of the customer's maximum measured demand in the preceding eleven months; or, at the option of either the customer or the Company, by measurement as determined from meters installed by the Company, ratcheted to prevent reverse registration. When meters are installed, the measured power factor shall be the power factor that is coincident with customer's maximum measured demand. Customers requesting measurement of power factor shall be subject to a monthly meter charge determined in accordance with the cost of the meter installation. Such installation shall not be for less than one year.

~~(d) For customers served under the Large Interruptible Load Rider, in addition to the adjustment to billing demand described above, the on-peak kilowatt-hours, for each hour billed based on the PJM billing rate, shall be the product of the measured kilowatt-hours and the factor (SPF/PF), where SPF is the Standard Power Factor defined above and PF is the average power factor for that hour, except that the factor (SPF/PF) shall never be less than one. (Check if this adjustment is necessary) (C)~~

A customer that receives Advanced Meter Services from an AMSP is subject to the preceding rules regarding determination of measured power factor.

16. METER TESTS

16.1 METER TESTS. The Company at its expense, will make periodic tests and inspections of its meters in order to maintain them at a high standard of accuracy.

16.2 REQUEST TESTS. The Company will make additional tests or inspections of its meters at the request of a customer or an EGS providing Competitive Energy Supply to a customer, but reserves the right to make the charge provided for in the Electric Regulations of the Pennsylvania Public Utility Commission, under conditions therein specified.

16.3 ADJUSTMENT FOR ERROR. Should any of the Company's meters become defective or fail to register correctly, the use of electricity shall be determined by a test of any such meter, or by the registration of a meter set in its place during the period next following, or by averaging the amount registered for the preceding billing period and the amount registered during not less than one week immediately subsequent to the repairs to, or change of, the meter, taking into consideration the character of use by the customer.

16.4 RESIDENCE METER ERRORS. Meter errors in the Company's meters in residence service may be determined on the basis of the registration of the corresponding period during the preceding year, if records are available and conditions of use remain the same.

16.5 ADMINISTRATION TESTS. The Company, at its own expense, will make only such tests of the Company's meters as it deems necessary for the proper administration of its rates, or as are required by law.

16.6. TESTING SERVICE. The Company will, upon request by the customer, make tests of the Company's meters to supply special information regarding the customer's use of service, provided that the estimated cost of such special tests shall be paid by the customer to the Company in advance.

(C) Indicates Change

RULES AND REGULATIONS (continued)

17. BILLING AND STANDARD PAYMENT OPTIONS

(C)

BILLING PERIOD. Billing for service will be based upon the amount of use and the time interval of its delivery. The customer will be billed in accordance with rule 14.7. Rate values stated for direct application to monthly billing periods will be adjusted when time elapsed between readings is substantially greater or less than a month.

17.2 BILLING OPTIONS. A customer may select one of the following three billing options: (1) Consolidated EDC Billing; (2) Consolidated EGS Billing; and (3) Separate EDC/EGS Billing, as those terms are defined herein. If a customer does not make a selection, the customer shall receive Consolidated EDC Billing. When the Company provides Consolidated EDC Billing or Separate EDC Billing, it will comply with the terms and conditions of the Electric Generation Supplier Coordination Tariff, Appendix C to the Joint Petition for Full Settlement. (C)

17.3 PAYMENT.

(a) The Company's bills to customers are payable upon presentation. Payment for service received must be made on or before the due date shown on the bill. The due date shall be determined by the Company and shall be not less than twenty days from the date of transmittal of the bill for Rates R, RT, RS-2, R-H, OP, POL and GS (excluding Summary Billing Accounts). The due date shall be not less than 15 days from the date of transmittal of the bill for all other rates, including Summary Billing Accounts. Notwithstanding the foregoing, the due date may be up to thirty days for accounts (including Summary Billing Accounts) with the United States of America, the Commonwealth of Pennsylvania, or any of their departments, political subdivisions, or instrumentalities. The Company may allow a reasonable amount of additional time for payment of bills on industrial and commercial accounts of creditworthy customers. If the due date that appears on a customer's bill falls on a Saturday, Sunday, bank holiday, or any other day when the offices of the Company which regularly receive payments are not open to the general public, the due date shall be extended to the next business day. The payment period will not be extended because of the customer's failure to receive a bill unless said failure is due to the fault of the Company.

(b) Payment may be made at any commercial office of the Company or at any authorized payment agency. The customer bears the risk of delivery of payment tendered on or after the date contained in any termination notice sent to the customer.

(c) The Company may require that a customer that is not creditworthy tender payment by means of a certified, cashier's, teller's, or bank check, or by wire transfer, or in cash or other immediately available funds.

(d) A customer must pay the undisputed 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 manner in bad faith.

17.4 PAYMENT PROCESSING. When the Company is providing Consolidated EDC Billing, Default ~~PLR~~ Service or Separate EDC Billing, and the customer remits a partial payment to the Company, the payment will be applied as follows: (C)

1. ~~Outstanding balance before Direct Access or~~ The installment amount for a payment agreement on this balance.

2. ~~Balance due or the installment amount for a payment agreement for ITCs.~~

3. ~~Balance due or the installment amount for a payment agreement for CTCs.~~

2.4. Balance due or the installment amount for a payment agreement for Fixed and Variable Distribution Service Charges.

5. ~~Current ITCs.~~

6. ~~Current CTCs.~~

3.7. Current Fixed and Variable Distribution Service Charges.

4.8. Balance due for prior charges for Energy and Supply Capacity.

5.9. Current charges for Energy and Supply Capacity Charges.

6.10. Non-basic service charges.

17.5 LATE FEES AND COLLECTION COSTS. If payment is made at a Company office or authorized payment agency after the due date shown on the bill, a late fee will be added to the unpaid balance until the entire bill is paid. If payment is made by mail, the late fee will be added if the payment is received by the Company more than five days after the due date shown on the bill. For Rates R, RT, R-H, R-S-2, OP, POL and GS this late fee will be 1-1/2-1/4% per month; for all other rates the late fee will be 2% per month. If the Company files suit to collect a delinquent balance on an account (whether active or inactive) or to ensure payment of current bills, the customer will be required to pay the Company's out of pocket court costs (including filing, service, and witness fees) as ordered by the court and such costs will be added to commercial and industrial accounts. (C)

17.6 BUDGET BILLING.

(a) At the option of a customer receiving residential service under Rates R, RT, R-H, R-S-2, OP, POL and GS, an estimated total bill for all service to be received by the customer over a twelve-month period may be budgeted over the period and an average bill rendered monthly for payment each month and such monthly budget bill will not be subject to late fees. Any difference between the budgeted amounts so paid and the actual charges for a twelve-month budget period will be adjusted in the twelfth month. If a monthly budget bill is not paid, the customer will be notified with the next monthly budget bill that budget billing will be terminated unless payment of the past due budget bill is made on or before the due date of the current budget bill. If budget billing is terminated, a late fee of 1 1/2-1/4% per month will be added to the unpaid balance of actual charges on the next billing date in accordance with Rule 17.3 and 17.5. (C)

The Company may also arrange budget billing for creditworthy commercial and industrial customers.

(b) When the Company provides Consolidated EDC Billing, the EGS's charges will be included in the customer's Budget Billing Plan if the customer and EGS so indicate. In such circumstances, the Company will separately track the customer's EDC and EGS charges and remit EGS charges to the EGS as billed to the customer.

(C) Indicates 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. (C)

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**. (C)

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 ~~Chapter 56~~ regulations when applicable), on the portion of the past due amount attributable to the Company's charges for: (1) service, (2) ~~CTCs/ATCs~~, and (3) Energy and Capacity. 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. (C)

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) ~~CTCs/ATCs~~, and (3) Energy and Capacity. However, the Company will not negotiate payment arrangements on behalf of an EGS. (C)

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. (C) 52

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 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 charge shall be 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. The Company will not condition restoration or reconnection of service based on any unpaid charges owed to an EGS, except for the supplier of last resort service.

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

(C) Indicates Change

RULES AND REGULATIONS (continued)

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)

(C) Indicates Change

RULES AND REGULATIONS (continued)

21. GENERAL

21.1 OFFICE OF THE COMPANY. Wherever, in this Tariff, it is provided that notice be given or sent to the Company, or the office of the Company, such notice, delivered or mailed, postage prepaid to any commercial office, shall be deemed sufficient, unless the Principle Office of the Company at 2301 Market Street, Philadelphia, is expressly mentioned. (C)

21.2 NO PREJUDICE OF RIGHTS. The failure by the Company to enforce any of the terms of this Tariff shall not be deemed a waiver of its right to do so.

21.3 GRATUITIES TO EMPLOYEES. The Company's employees are strictly forbidden to demand or accept any personal compensation, or gifts, for service rendered by them while working for the Company on the Company's time.

21.4 BILLING CHANGES. Where billing changes are made as the result of an investigation made at customer's request or by routine inspection, the change of billing may be applied to the bill for the regular meter reading period preceding such investigation, and will, in any event apply to the bill for the period during which the investigation is made. (C)

21.5 EXCEPTIONAL CASES. The usual supply of electric service shall be subject to the provisions of this Tariff; but where special service-supply conditions or problems arise for which provision is not otherwise made, the Company may modify or adapt its supply terms to meet the peculiar requirements of such case, provided that such modified terms are a rational expansion of standard tariff provisions.

21.6 ASSIGNMENT. Subject to the Rules and Regulations, all contracts made by the Company shall be binding upon, and oblige and inure to the benefit of, the successors and assigns, heirs, executors and administrators of the parties thereto.

21.7 OTHER CHARGES. The Company may, if feasible, provide and charge for services, other than those provided for in this Tariff, when requested by the customer. The Company is not obligated to provide such services. The Company will, if possible, give the customer an advance written estimate of the costs to provide the service. Costs shall include, but not be limited to, materials, supplies, labor, transportation and overhead.

21.8 TAX INDEMNIFICATION. If PECO Energy becomes liable under Section 2806(g) or 2809(c) of the Public Utility Code, 66 C.S. §§ 2806(g) and 2809(c), for Pennsylvania state taxes not paid by an Electric Generation Supplier (EGS), the non-compliant EGS shall indemnify PECO Energy for the amount of additional state tax liability imposed upon PECO Energy by the Pennsylvania Department of Revenue due to the failure of the EGS to pay or remit to the Commonwealth the tax imposed on its gross receipts under Section 1101 of the Tax Reform Code of 1971 or Chapter 28 of Title 66. (C)

22. DIRECT ACCESS PHASE-IN PROCEDURES **22. RULES FOR DESIGNATION OF PROCUREMENT CLASSGROUP**

~~22.1 Annually, in November the Company shall notify the Customer of their procurement group class designation. Each year by March 15 the Company shall review its accounts and designate which procurement group a customer belongs in. The designation shall be based upon the customers peak load for the year~~

~~22.2 The procurement class designation shall be used to determine the appropriate Generation Supply Adjustment to apply to the customer. New customers shall be assigned to a group based upon the demand estimated in the application for service submitted by the customer~~

~~22.3 22.3 For non-residential customers the procurement class shall be determined based upon the customer's peak measured demand in the prior June - May period. A customer may not change procurement groups other than annually on March 15.~~

~~22.4 There shall be four procurement class designations. They are:~~

- ~~1) Residential~~
- ~~2) Small Commercial and Industrial 0-100 kW~~
- ~~3) Medium Commercial and Industrial 101-500 kW~~
- ~~4) Large Commercial and Industrial over 500 kW~~

~~22.5 Procurement class designation shall only change once per year on the date established in rule 22.1.~~

~~22.6 New customers procurement class shall be based upon an engineering estimate of their diversified peak demand for a new facility or an existing facility with a substantially different use~~

~~22.7 A new customer in an existing facility shall be assigned to the same procurement class as the last customer in that facility unless rule 22.6 applies~~

~~This rule pertained to the direct access phase-in period and is no longer applicable and has been withdrawn.~~ (C)

(C) Indicates Change

Issued ~~September 10, 2008~~ October 20, 2004

Effective ~~January 1, 2011~~ November 5, 2004

RULES AND REGULATIONS (continued)

23. EGS SWITCHING

23.1 PECO Energy will accommodate requests by customers to switch EGSs in accordance with this Rule 23, and any applicable Commission Orders.

23.2 To switch to a new EGS, a customer must inform the new EGS. Customers that wish to switch are not required to contact PECO Energy to initiate a switch; PECO Energy will only switch a customer in accordance with Rule 23.

23.3 To enable a new EGS to complete a switch, a customer must provide to the new EGS the customer's PECO Energy account number as it appears on the customer's PECO Energy monthly bill.

23.4 A switch to an EGS will be effective as of the next scheduled meter reading date, provided the Company has received 16 days prior notice, which notice must include valid customer information as required by the controlling provisions of the Supplier Tariff. Upon receiving valid notice to switch an EGS, the Company shall notify the customer's existing EGS that such a request has been made.

23.5 If and when a customer's EGS discontinues its supply in the event of bankruptcy, loss of license, or similar occurrence, or if a Customer is dropped by its EGS for non-payment or other reason then the customer may select a new EGS. The customer will receive its energy supply from PECO Energy until the switch becomes effective.

23.6 Nothing in this Rule 23 shall be interpreted to preclude EGSs from entering into agreements for supply with a term of service of one month. EGSs may enter into agreements for longer than one month. If a customer's service is switched to another EGS or to Default PLR-Service in accordance with this Rule 23, however, then PECO Energy will make the switch regardless of any claims by the previous EGS that the customer's agreement with the previous EGS precludes the switch. Nothing in this Rule 23, however, is intended to limit the previous EGS's contractual rights. (C)

(C) Indicates Change

RULES AND REGULATIONS (continued)**24. LOAD DATA EXCHANGE**

This rule will become effective January 1, 2011 immediately upon approval of the Company's Compliance Filing

(C)

24.1 PECO Energy will provide to a customer or the customer's designated EGS or authorized consultant, all available data from the meter once each calendar year for no fee. The exchange of data among PECO Energy, EGSs, and customers shall be in accordance with the Supplier Tariff and the Final Consensus Plan for Electronic Data Exchange Standards for Electric Deregulation in the Commonwealth of Pennsylvania, as approved by the Commission.

(C) Indicates Change

STATE TAX ADJUSTMENT CLAUSE

In addition to the net charges provided for in this tariff, a surcharge credit value of ~~0.30~~XX% will apply to all PaPUC jurisdictional **(C)** charges, exclusive of Energy ~~Supply and Capacity~~ Charges, in the Base Rates and riders effective for scheduled billing cycles beginning after January 1, 20110~~07~~.

Whenever any of the tax rates used in the calculation of the surcharge are changed, or recoveries are authorized under Sections 2806, 2809 or 2810 of the Competition Act, the surcharge will be recomputed as prescribed by the Commission. The recalculation will be submitted to the Commission within ten days after the change occurs and the effective date shall be ten days after filing.

In addition, if a recalculation is submitted as a result of a tax rate change (including the Revenue Neutral Reconciliation rate) the Company will thereafter file each year by December 21 annual updates or revisions with the Commission which will reflect only this tax change. These annual updates will be effective ten days after filing and will continue until such time as the effect of the change in tax rates has been included in base rates.

(C) Indicates Change ~~Denotes Increase~~

Issued ~~September 10, 2008~~December 21, 2006
1, 2011~~January 1, 2007~~

Effective January

GENERATION SUPPLY ADJUSTMENT FOR PROCUREMENT CLASSES 1,2,3
LOADS UP TO 500KW

(C)

Applicability: This adjustment shall apply to all customers taking default service from the Company with demands up to 500 kW. The rate contained herein shall be calculated to the nearest one hundredth of a cent. The GSA shall contain the cost of generation supply for each tariff rate.

Pricing: The rates below shall include the cost of procuring power to serve the default service customers plus associated administrative expenses incurred in acquiring power and gaining regulatory approval of any procurement strategy and plan. The pricing for default service will represent the estimate of the cost to serve the specific tariff rate for the next quarter. The rates in this tariff shall be updated quarterly unless the balance of over/(under) recovery gets too large, at which time the Company can file for a shorter reconciliation period. The generation service charge shall be calculated using the following formula:

$$GSA(n) = (C+E+A)/S * 1/(1-T) * (1-ALL)/(1-LL) * PF \text{ where:}$$

C = The sum of the amounts paid to the full requirements suppliers providing the power for the quarter, the spot market purchases for the quarter, plus the cost of any other energy acquired through short or long term contracts during the period being reconciled. Cost shall include energy, capacity and ancillary services, distribution line losses, cost of complying with the Alternative Energy Portfolio Standards, and any other load serving entity charges other than network transmission service and costs assigned under the Regional transmission Expansion Plan. Ancillary services shall include any allocation by PJM to PECO default service associated with the failure of a PJM member to pay its bill from PJM as well as the load serving entity charges listed in the Supply Master Agreement Exhibit D as the responsibility of the supplier.

E = experienced over or under-collection calculated under the reconciliation provision of the tariff to be effective during the same period as the GSA.

A = Administrative Cost - This includes the cost of the auction or RFP monitor, consultants providing guidance on the development of the procurement plan, legal fees incurred gaining approval of the Plan, and any other costs associated with designing and implementing a procurement plan.

S = Estimated sales for the period the rate is in effect for the classes to which the rate is applicable.

T = The currently effective gross receipts tax rate

n = The procurement class for which the GSA is being calculated

ALL = average line losses for the procurement class

LL = line losses for the specific rate class provided in the Company's Electric Generation Supplier Coordination Tariff rule 6.6

PF = Phase-out factor to implement the phase out of demand charges and declining blocks

In general the line loss adjustment is applicable to Procurement Class 2 and 3 only as those classes contain rate classes with three different line loss factors.

Current Charges:

		Rate Design Phase-Out Factor				
Rate		2011	2012	2013	Average Price*	Phase-In Price
R	1 st 500 W	GSA(1)	x.xxxx	x.xxxx	1.000	
	Over 500W	GSA(1)	x.xxxx	x.xxxx	1.000	
	1 st 500 S	GSA(1)	x.xxxx	x.xxxx	1.000	
	Over 500 S	GSA(1)	x.xxxx	x.xxxx	1.000	
RH	1 st 600 W	GSA(1)	x.xxxx	x.xxxx	1.000	
	Over 600 W	GSA(1)	x.xxxx	x.xxxx	1.000	
	1 st 500 S	GSA(1)	x.xxxx	x.xxxx	1.000	
	Over 500 S	GSA(1)	x.xxxx	x.xxxx	1.000	
OP		GSA(1)	x.xxxx	x.xxxx	1.000	
GS	Up to 100 kw					
	1 st 80 hours use	GSA(2)	x.xxxx	x.xxxx	1.000	
	Next 80 hrs - S	GSA(2)	x.xxxx	x.xxxx	1.000	
	Up to 400 Hrs use	GSA(2)	x.xxxx	x.xxxx	1.000	
	Over 400 hrs use	GSA(2)	x.xxxx	x.xxxx	1.000	
	Space Heating	GSA(2)	x.xxxx	x.xxxx	1.000	
GS	101-500 kw					
	1 st 80 hours use	GSA(3)	x.xxxx	x.xxxx	1.000	
	Next 80 hrs - S	GSA(3)	x.xxxx	x.xxxx	1.000	
	Up to 400 Hrs use	GSA(3)	x.xxxx	x.xxxx	1.000	
	Over 400 hrs use	GSA(3)	x.xxxx	x.xxxx	1.000	
	Space Heating	GSA(3)	x.xxxx	x.xxxx	1.000	
PD	Up to 100 kw					
	Per KW	GSA(2)	x.xxxx	x.xxxx	-0-	
	1 st 150 hours use	GSA(2)	x.xxxx	x.xxxx	1.000	
	Next 150 hours use	GSA(2)	x.xxxx	x.xxxx	1.000	

<u>Additional kWh</u>				
	GSA(2)	x.xxxx	x.xxxx	1.000
<hr/>				
<u>PD 101-500 kw</u>				
Per KW	GSA(3)	x.xxxx	x.xxxx	1.000
<hr/>				
<u>1st 150 hours use</u>				
	GSA(3)	x.xxxx	x.xxxx	1.000
<hr/>				
<u>Next 150 hours use</u>				
	GSA(3)	x.xxxx	x.xxxx	1.000
<hr/>				
<u>Additional kWh</u>				
	GSA(3)	x.xxxx	x.xxxx	1.000

(C) Indicates Change

Issued September 10, 2008

Effective January 1, 2011

<u>HT Up to 100 kw</u>				
Per KW	GSA(2)	x.xxxx	x.xxxx	-0-
1 st 150 hours use	GSA(2)	x.xxxx	x.xxxx	1.000
Next 150 hours use	GSA(2)	x.xxxx	x.xxxx	1.000
Additional kWh	GSA(2)	x.xxxx	x.xxxx	1.000

<u>HT 101-500 kw</u>				
Per KW	GSA(3)	x.xxxx	x.xxxx	-0-
1 st 150 hours use	GSA(3)	x.xxxx	x.xxxx	1.000
Next 150 hours use	GSA(3)	x.xxxx	x.xxxx	1.000
Additional kWh	GSA(3)	x.xxxx	x.xxxx	1.000

POL	GSA(2)**
SLP	GSA(2)**
SLS	GSA(2)**
TL	GSA(2)**
SLE	GSA(2)**
SLE Rider	GSA(2)**

*Price = GSA(n)*Phase-in Factor if applicable
 For the kW charge for HT, PD the factor is applied to the 2010 rate
 ** Prices shall exclude capacity from the Procurement Class 2 RFP results

(C) Indicates Change

PECO Energy Company

GENERATION SUPPLY ADJUSTMENT PROCUREMENT CLASS 4
LOADS GREATER THAN 500KW

(C)

Applicability: This adjustment shall apply to all customers taking default service from the Company with demands greater than 500 kW.

Hourly Pricing Service

Pricing: The rates below shall include the cost of procuring power to serve the default service customers plus associated administrative expenses incurred in acquiring power and gaining regulatory approval of any procurement strategy and plan. The cost for this hourly service rate shall be as follows:

Generation Supply Cost (GSC) = (C+R+AS+AC+E)/(1-T) where:

C= The PJM day ahead hourly price multiplied by the customers usage in the hour summed up for all hours in the month

$$\frac{\sum \text{PJM}_{DA} \times \text{usage}}{(1-LL)}$$

PJM_{DA} – PJM day ahead hourly price.

Usage - electricity used by an end use customers.

R = The PJM reliability pricing model(RPM) charge for month for the customer. The RPM charge shall be the customers peak load contribution as established for PJM purposes multiplied by the current RPM monthly charge and the PJM established reserve margin adjustment

PLC x (1+ RM) x P_{RPM} x Bill Days / (1-LL) x(1-ALL)

PLC = peak load contribution

RM = reserve margin adjustment per PJM

P_{RPM} = capacity price per MW-day

AC = Administrative Cost - This includes an allocation of the cost of the auction or RFP monitor, consultants providing guidance on the development of the procurement plan, legal fees incurred gaining approval of the plan, and any other costs associated with designing and implementing a procurement plan divided by the total default service sales and then multiplied by the customers usage for the month.

A / S x Usage

A = administrative cost

S = Default service sales

AS = The cost, on a \$/MWH basis, of acquiring ancillary services from PJM and of complying with the Alternative Energy Portfolio Standard, multiplied by the customers usage for the month and divided by (1-LL). Congestion charges shall be included in this component. Ancillary services shall be those included in the Supply Master Agreement as being the responsibility of the supplier.

$$\frac{((\text{PJM}_{AS} \times \text{Usage} \times 1 / (1-LL) + \text{AEPS} / \text{S}_{AEPS} \times \text{Usage})}{1}$$

PJM_{AS} = \$/MWH charged by PJM for ancillary services

AEPS = cost of complying with the alternative energy portfolio standard

S_{AEPS} = sales for which AEPS cost is incurred

If the supplier provides the ancillary services and AEPS cost then the customer shall be charged the supplier's rate for these services times usage and divided by (1-LL).

ALL = the average line losses for the customers taking the fixed price option

LL = line loss factor as provided in the Company's Electric Generation Supplier Coordination Tariff Rule 6.6 based upon the customers distribution rate class adjusted to remove losses included in the PJM LMP

T = The currently effective gross receipts tax rate

E = $\sum O / (U) / S_4 \times \text{usage}$ where

E = over/under recovery as calculated in the reconciliation

S₄ = Procurement Class four sales

Fixed Price Contract

The Company shall provide a one-year fixed price contract option for customers who choose to participate in the program. Under the fixed price option the Company will issue an RFP for a fixed price full requirements contract for customers with loads greater than 500kw. Customers must notify the Company in writing 30 days prior to the RFP of their interest and shall have 30 days from the time the final bid price is announced to sign up for the fixed price. Customers not signing up for the fixed price contract in the fixed price option shall default to hourly service. Customers taking the fixed price option cannot shop or return to Hourly Price Service during the term of the contract.

The fixed price contract rate shall be as follows:

Rate = $FP/(1-T)/(1-LL) + A/S = x.xxxx$ cents/kWh

FP = fixed price offering

(C) Indicates Change

Issued September 10, 2008

Effective January 1, 2011

RECONCILIATION

(C)

Applicability: This adjustment shall apply to all customers who received default service during the quarter the cost of which is being reconciled. Customers taking default service during the reconciliation period that leave default service prior to the assessment of the collection of the over/(under) adjustment shall still pay or receive credit for the over/(under) adjustment through the migration provision.

This adjustment shall be calculated on a quarterly basis. The reconciliation shall be separate for each procurement group. Any resulting over or under recovery shall be assessed on an equal cents per kilowatthour basis to all customers in the relevant procurement group. Any over/(under) recovery shall be collected in the first quarter after the reconciliation is calculated. For purposes of this rider the reconciliation shall be calculated 80 days after the end of the quarter. The over or under recovery shall be calculated using the formula below. The calculation of the over/(under) recovery shall be done separately for the following procurement classes – Class 1 – Residential, Class 2 – Small C&I <100 kW, and Class 3 – Medium C&I 101 kW to 500 kW and Class 4 – Large C&I over 500 kW.

Reconciliation Formula

$$E_N = \Sigma O/(U) + I$$

$$\text{Migration Provision } E_M = [\Sigma O/(U) + I]S/(1-GRT)*(1-ALL)/(1-LL)$$

Where:

E = experienced over or under collection plus associated interest

N = Procurement class

M = Mitigation Rider

O/(U) = The monthly difference between revenue billed to the procurement class and the cost of supply as described below in Cost and Administrative Cost

Revenue = amount billed to the tariff rates applicable to the procurement group for the three months of the quarter being reconciled.

Cost = The sum of the amounts paid to all of the

full requirements suppliers providing the power for the quarter, the spot market purchases for the quarter, plus the cost of any other energy acquired through short or long term contracts during the period being reconciled. Cost shall include energy, capacity and ancillary services. Ancillary services shall include any allocation by PJM to PECO default service associated with the failure of a PJM member to pay its bill from PJM as well as those costs listed in the Supply Master Agreement as the responsibility of the seller.

Administrative Cost = This includes the cost of the auction or RFP monitor, consultants providing guidance on the development of the procurement strategy, legal fees incurred gaining approval of the strategy, and any other costs associated with designing and implementing a procurement plan.

Full Requirements Supply = A product purchased by the Company that includes a fixed price for all energy consumed. The only cost added by the Company to the full requirements price is for gross receipts tax, distribution line losses, and administrative cost.

Ancillary Services - The following services in the PJM OATT- reactive support, frequency control, operating reserves, supplemental reserves, imbalance charges, PJM annual charges, any PJM assessment associated with non-payment by members, and any other load serving entity charges not listed here but contained in Exhibit D of the Supply Master Agreement.

Capacity = The amount charged to PECO by PJM for capacity for its default service load under the reliability pricing model (RPM)

I = interest on the over or under collection where a rate of 8% is used on over-collection and 6% on under-collections.

S = estimated default service retail sales in kWh for the quarter the cost of which is being reconciled

ALL = the average line losses in a procurement class as a percent of generation

LL = the average line losses for a particular rate (e.g. HT, PD, GS) as provided in the Electric Generation Supplier Coordination Tariff rule 6.6

GRT = The current gross receipts tax rate

Procurement Class – set of customers for which the company has a common procurement plan

Procedural Schedule

The Company shall file within 80 days after the end of the quarter the calculation of the over/under collection and the proposed adjustment. The over/under collection adjustment shall then be effective on 10 days notice but no earlier than the first day in the upcoming quarter. Quarterly adjustments shall be effective on July 1, October 1, January 1, April 1 of each year. The first reconciliation, however shall be effective on July 1, 2011. Monthly only customers shall be effective the first of the month and shall be recovered over 12 months.

The data provided in the quarterly reconciliation shall be audited on an annual basis by the PaPUC Bureau of Audits.

(C) Indicates Change

Issued September 10, 2008

Effective January 1, 2011

PROVISIONS FOR THE RECOVERY OF MITIGATION PLAN COSTS

(C)

The purpose of this surcharge is to provide for full and current cost recovery of expenditures associated with the Company's proposed mitigation plan for the transition to a competitive energy market. The proposed mitigation plan has two components that shall be included in this surcharge for recovery. They are: 1) consumer education cost, 2) Voluntary Market Rate Phase-in Rider and Voluntary Market Rate Deferral Rider costs.

Calculation of Mitigation Plan Costs Surcharges: The surcharge shall be a dollar per customer charge calculated to the nearest cent which shall be added to the distribution rates for billing purposes for all customers. The rate shall be calculated separately for each procurement class.

Billing Provisions: The surcharge shall be calculated on an annual basis using the following formula:

$$MC(n) = \frac{C+E+I}{r / (1-T)}$$

MC – The cost of the mitigation programs, which includes the following for each mitigation plan:

Consumer Education Costs – the incremental cost of programs designed to educate consumers regarding the coming transition to a competitive market such as advertising, customer notices, informational materials cost, and any other incremental cost associated with educating consumers about the market and about available mitigation programs offered by the Company.

Phase-in and Deferral Costs – These costs include the cost (capital and expense) of modifying the billing system to handle the proposed phase-ins, enrollment cost for the programs, and any other implementation costs of the program excluding the interest earned or paid on the phase-in or deferral, education costs included in Consumer Education costs above, and the recovery of any deferred revenue except in the case of a customer that leaves the service territory and does not pay the deferral balance. Recovery of capital cost shall include a return on the capital and a return of the capital (depreciation).

E – The estimated over or under recovery from the prior year. The reconciliation period shall be the 12 months ended December 31.

I – Interest on any over or under recovery balance. Interest shall be a rate of 6% and shall be calculated from the month of over or under collection to the mid-point of the recovery period.

(n) – Procurement class where 1 = residential, 2 = C&I up to 100kW, 3 = C&I from 101-500 Kw.

r – The projected electric distribution customers (kWh) for the appropriate procurement class for the application period where the application period shall be the 12-month period commencing on the April 1 after the reconciliation period.

T – The current gross receipts tax rate.

Filing Schedule: The estimated surcharge shall be filed by February 1 of each year to be effective on the following April 1. The application period shall be the 12 months that start the April 1 effective date of the surcharge. The Bureau of Audits shall audit the data in the surcharge on an annual basis.

(C) Indicates Change

COMPETITIVE TRANSITION CHARGE (CTC)/INTANGIBLE TRANSITION CHARGE (ITC)

(C)

Incorporated into the tariff rate schedules are the applicable non-bypassable Competitive Transition Charge (CTC) and Intangible Transition Charge (ITC) authorized to recover PECO Energy's approved Transition or Stranded Costs plus a 10.75% return and applicable Pennsylvania Gross Receipts Tax (Pa GRT). Each customer will be charged their full CTC/ITC allocable to their use of the transmission and distribution system. As an alternative means of collecting the CTC/ITC, individual customers and PECO Energy may mutually agree to a payment schedule that fully collects the same present value without bypass by the customer or overcollection by PECO Energy. For purposes of determining such a payment schedule, the Company will follow the provisions contained in paragraph 25 of the Joint Petition for Full Settlement.

(C)

Special Rules for On-Site Generation

To ensure that customers that use on-site generation equipment that operates in parallel with PECO Energy's transmission and distribution system pay their fully allocated share of Transition or Stranded Costs through the Company's CTC/ITC, to be reflected in the Reconciliation set forth below, the Company will follow the following procedure:

1. For all customers served under the Auxiliary Service Rider, PECO Energy will determine annually, following completion of each calendar year during which it is charging a CTC/ITC, whether any such customer purchased at least 10% fewer kilowatt-hours through PECO Energy's transmission and distribution system than the customer purchased during the applicable base year as defined below.
2. Base Year definition: For customers who begin service under the Auxiliary Service Rider on or after January 1, 1997, the base year will be the immediate prior calendar year. For all other Auxiliary Service Rider customers, the base year will be 1996.
3. For all such customers, PECO Energy will then determine the extent to which the reason for the reduction is use of on-site generation equipment. If this cannot be determined using metering data otherwise available to the Company, the customer will be required to provide metering data for its generator, or of its load served by that generator.
4. If the Company determines that the ratio expressed as a percentage between: (a) the amount of the usage difference caused by the on-site generation; and (b) the base year usage, is 10% or more, then the Company will render a separate bill to the customer that is equal to the difference between: (1) the total CTC/ITC amount that the customer would have paid in the just completed calendar year using monthly usage and demand data for the base year (adjusted for any portion that is not related to on-site generation); and (2) the total CTC/ITC amount that the customer did pay in the just completed calendar year.
5. The separate bill will be issued in the first quarter of the new calendar year, and will be due within thirty (30) days of the issuance date printed on the bill.

Alternatively, for existing industrial and commercial customers whose peak load during 1996 was at least four (4) megawatts, and who can document that they were actively self-generating or considering self-generation as of December 31, 1996 or earlier, will pay CTC/ITC charges following full start-up of any self-generation facility they install before December 31, 2010 as follows:

1. PECO Energy will calculate the customer's average billing demand and energy usage for calendar year 1996;
2. Using those billing determinants PECO Energy will determine the dollar amount that would be charged were the customer billed for CTC/ITC using the prevailing Rate HT CTC/ITC charges;

(C)

3. PECO Energy will bill the customer one-third of the dollar amount determined in accordance with step 2.

This provision shall not apply to customers served under the annual reconciliation provision of Rate RS.

Reconciliation of Transition or Stranded Cost Recovery (CTC/ITC)

The Company shall file an annual reconciliation of the CTC recovery (including ITC recovery) on a rate class specific (i.e. Residential and Commercial/Industrial in accordance with Paragraph 53 of the Joint Petition for Settlement at Docket No. A-110550F0147) basis in accordance with Section 1307(e) of the Pennsylvania Public Utility Code. The reconciliation during calendar year 2010 will be done quarterly or, if necessary, monthly in order to insure full CTC/ITC recovery and termination by December 31, 2010. The reconciliation will include a redetermination of the CTC/ITC rates necessary to refund or recover previous over or under recoveries of the Annual CTC/ITC Revenue Requirement based upon the difference between CTC/ITC revenue from actual usage of the PECO Energy transmission and distribution system by rate class and the assumed level of CTC/ITC revenue for the class based upon sales in Appendix E of the Joint Petition for Full Settlement.

(C)

(C)

Accordingly, the adjusted CTC/ITC rates will be calculated to produce the level of CTC/ITC revenue that will make the actual unamortized Transition or Stranded Cost principal balance at the next true-up date equal to the projected balance at that date (as set forth on Sheet 3 of 3 of Appendix E of the Joint Petition for Full Settlement incorporating a 10.75% interest rate and applicable Pa GRT). Sales for each true-up period shall be determined by assuming, as shown in Appendix E of the Joint Petition for Full Settlement, a total sales level in 1999 of 33,569,358 MWH and increasing such sales level for each rate class by 0.8% on an annual basis, unless it is apparent that such methodology would significantly over or under recover the Annual CTC/ITC Revenue Requirement for the following year, in which case the Company will propose an adjusted sales level that reflects actual sales and updated sales projections for the following year.

(C) Indicates Change

COMPETITIVE TRANSITION CHARGE (CTC)/INTANGIBLE TRANSITION CHARGE (ITC) (continued)

(C)

The amount of CTC/ITC collected from customers with contracts executed under the Economic Efficiency Rider, the Incremental Process Rider, and Tariff Rule 4.6 in accordance with the unbundling required by these provisions shall constitute these customers' fully allocated share of CTC/ITC recovery for their rate classes.

(C) Indicates Change

PECO Energy Company

Net Securitization Adjustment (NSA)

In addition to the net charges provided for in this tariff, values as indicated in the table below will be applied to all service on their effective date.

The NSA is comprised of two separate factors, the Securitization Rate Reduction (SRR) and the Intangible Transition Charge (ITC) which will always net to zero in accordance with the terms of the Joint Petition for Full Settlement. The factors as described below will initially become effective on 10 days notice to the Commission. The SRR and ITC will be recalculated as follows:

- (1) Whenever new Transition Bonds are issued as evidenced by the issuance date of the bonds.
- (2) Annually, to reconcile unamortized Qualified Transition Expense (QTE) principal balance.
- (3) Quarterly, or if necessary monthly, in order to insure full recovery of ITC during the final calendar year of ITC collection.

Securitization Rate Reduction (SRR)

The SRR is a credit to the Company's base rate charges, expressed as a percentage of such charges, reflecting a revenue requirement reduction arising from the Company's securitization of generation-related costs.

Intangible Transition Charge (ITC)

The ITC is a charge that is added to, and expressed as a percentage of, the Company's PaPUC jurisdictional base rate charges (i.e. distribution and CTC) reflecting the revenue requirement necessary to amortize the QTE principal balance. The ITC will be recalculated as follows:

Effective Rate Table

Rate Class	(a), (b)	(a), (b)	NSA
	<u>SRR</u>	<u>ITC</u>	
R	(29.41%)(d)	29.41%	0
RT	(29.41%)	29.41%	0
R-H	(37.13%)(d)	37.13%	0
QP	(8.26%)	8.26%	0
GS	(47.81%)	47.81%	0
PD	(50.36%)	50.36%	0
HT	(54.66%)(c)	54.66%(c)	0
POL	(7.12%)	7.12%	0
SL-P	(9.02%)	9.02%	0
SL-S	(11.97%)	11.97%	0
SL-E	(11.47%)	11.47%	0
TL	(43.68%)	43.68%	0
EP	(53.02%)	53.02%	0

- (a) Applied to Variable Distribution and Transition Charges, net of PA Gross Receipts Tax
- (b) Rate is modified for special contract customers with discounted CTC rates and customers on KOZ Rider and CAP A Rider.
- (c) Not applicable to on peak LILR.
- (d) Includes CAP Rates

(C) Indicates Change

PECO Energy Company

Superseding Second Revised Page No. 33

NUCLEAR DECOMMISSIONING COST ADJUSTMENT CLAUSE (NDCA)

The NDCA provides for the recovery of nuclear of decommissioning costs related to the Company's Ownership interest in Nuclear Generation as of 12/31/99. The NDCA shall be charged to all customers taking service under this Tariff. The adjustment shall be a cents per kWh charge calculated to the nearest one hundredth of one cent.

The Company's Ownership interest in nuclear generation as of December 31, 1999 consists of the following:

Peach Bottom 1	100%
Peach Bottom 2	42.49%
Peach Bottom 3	42.49%
Salem 1	42.59%
Salem 2	42.59%
Limerick 1	100%
Limerick 2	100%

Formula

The following formula shall be used to determine the NDCA.

$$\text{NDCA} = \frac{\text{PaPUC Authorized Decommissioning Expense Adjustment}}{\text{Total Pennsylvania Jurisdictional Sales for Calculation Year}}$$

Where:

PaPUC Authorized Decommissioning Expense Adjustment (Adjusted Annual Accrual - Base Accrual) x .95 = the Adjusted Annual Accrual in the Calculation Year less the Base Accrual. As of January 1, 2008, the NDCA shall be \$0.0000/kWh and will be added to the distribution charge for Rates POL and SL-S, the service location distribution charge for Rate SL-E, and the Variable Distribution Service Charges for all other customers.

Total Pennsylvania Retail Jurisdictional Sales = total kWh sales under this Tariff for the calculation year including sales for distribution or CTC purposes. (C)

Calculation Year = year in which the Company proposes a change to the NDCA. To the extent a new cost study, performed every five years, indicates the Company requires an adjustment in the rate, the Company shall change the NDCA to reflect such new expense level. In calculating the annual expense the Company shall use the sinking fund methodology.

Adjusted Annual Accrual = accrual necessary to fund the Adjusted Obligation.

Adjusted Obligation = Gross Decommissioning Obligation reduced by \$50 million for ratemaking purposes.

Gross Decommissioning Obligation – The total decommissioning cost obligation as approved by the Commission as expressed in escalated future dollars.

Methodology for Calculating Expense

The base period expense shall be based upon the decommissioning costs set forth in the table below. The Company shall use a sinking fund methodology to determine the appropriate level of decommissioning expense. The assumptions shall be consistent with NRC policy and requirements.

The Base Accrual shall consist of the following levels for each unit.

Peach Bottom 1	\$2,992,000
Peach Bottom 2	2,588,000
Peach Bottom 3	5,976,000
Salem 1	2,651,000
Salem 2	2,509,000
Limerick 1	4,403,000
Limerick 2	8,043,000
Total	\$29,162,000

Frequency of Calculation

The annual expense shall be recalculated every five years. The Company shall adjust the NDCA to reflect the new expense level 60 days after filing the new study and the associated rate calculation with the PaPUC. The first calculation of the NDCA shall be considered to have taken place on January 1, 1998.

Completion of Decommissioning

In the event that the actual expenditures necessary to accomplish full decommissioning of the PECO Interest are less than the full balance in the funds established for such purpose, PECO shall be entitled to a release of such funds to PECO for the purpose of sharing the amount between ratepayers and shareholders. In the event that such release is granted, PECO's shareholders shall be entitled to retain: (1) the first \$50 million of the net after-tax amount; and (2) 5 percent of the remaining net after-tax amount of the released funds.

(C) Indicates Change

PROVISIONS FOR RECOVERY OF UNIVERSAL SERVICE FUND COSTS

Variable Distribution Service Charge rates for electric service in Rate Schedules R, R-H and RT of this Tariff shall include \$0.0011 per kWh for recovery of Universal Service Fund Cost (USFC) and Program Enhancement Cost, calculated in the manner set forth below, pursuant to Section 2804(8) of the Competition Act. The USFC rates for electric service may be increased or decreased annually, to reflect changes in the level of Universal Service Fund costs, in the manner described below:

COMPUTATION OF USFC.

The USFC per kWh, shall be computed to the nearest one-hundredth cent (0.01¢) in accordance with the formula set forth below:

$$\text{USFC} = \frac{(C - E)}{(S)} + \frac{(PC - E_P)}{(s)}$$

The USFC, so computed, shall be included in distribution rates charged to Customers for service pursuant to the rate schedules identified above. The amount of USFC, per kWh, will vary, if appropriate, based upon annual filings by the Company.

In computing the USFC, per kWh, pursuant to the formula above, the following definitions shall apply:

"Universal Service Fund Cost" – \$383 per Customer Assistance Program (CAP) Customer per year (pro-rated basis) for incremental CAP customers in excess of 90,000.

"USFC" – Universal Service Fund Charge determined to the nearest one-hundredth cent (0.01¢) to be included in rates for each kWh of Variable Distribution Service Charge calculated under Rate Schedules R, R-H, and RT, to recover Universal Service Fund Costs.

"C" - Cost in dollars of the Universal Service Fund Cost for the projected period. Such amount will be based on the actual number of CAP customers at the end of the "E" factor period.

"E" - the net (overcollection) or undercollection of Universal Service Fund Charges. The net overcollection or undercollection shall be determined for the most recent period, beginning with the month following the last month which was included in the previous overcollection or undercollection calculation reflected in rates.

PC – Program enhancement costs associated with changes in the program effective January 1, 2011. It shall reflect the net increase in the discount provided to CAP rate customers under the program enhancements where net increase shall be the gross increase in cost reduced by 27%. (C)

E_P - the net (overcollection) or undercollection of program enhancement Charges. The net overcollection or undercollection shall be determined for the most recent period, beginning with the month following the last month which was included in the previous overcollection or undercollection calculation reflected in rates. (C)

Each overcollection or undercollection statement shall also provide for refund or recovery of amounts necessary to adjust for overrecovery or underrecovery of "E" factor amounts under the previous USFC.

Interest shall be computed monthly at a 6% annual simple interest rate from the month that the overcollection or undercollection occurs to the effective month such overcollection is refunded or undercollection is recouped. Customers shall not be liable for net interest otherwise due the Company under this calculation.

"S" - projected kWh of electric service to be billed under Rate R, R-H, and RT during the projected period when rates will be in effect, per Appendix A of the Joint Petition for Full Settlement at Docket No. R-00973953. (C)

FILING WITH PENNSYLVANIA PUBLIC UTILITY COMMISSION; AUDIT; RECONCILIATION.

The Company's annual USFC filing and its annual reconciliation statement shall be submitted to the Commission 120 days prior to new rates being effective January 1 of each year, or at such time as the Commission may prescribe. The USFC mechanism is subject to annual audit review by the Bureau of Audits.

Issued September 10, 2008

Effective January 1, 2011

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RATE R RESIDENCE SERVICE

AVAILABILITY.

Single-phase service in the entire territory of the Company to the dwelling and appurtenances of a single private family (or to a multiple dwelling unit building consisting of two to five dwelling units, whether occupied or not), for the domestic requirements of its members when such service is supplied through one meter. Service is also available for related farm purposes when such service is supplied through one meter in conjunction with the farmhouse domestic requirements.

Each dwelling unit connected after May 10, 1980 except those dwelling units under construction or under written contract for construction as of that date must be individually metered for their basic service supply. Centrally supplied master metered heating, cooling or water heating service may be provided if such supply will result in energy conservation.

The term "residence service" includes service to: (a) the separate dwelling unit in an apartment house or condominium, but not the halls, basement, or other portions of such building common to more than one such unit; (b) the premises occupied as the living quarters of five persons or less who unite to establish a common dwelling place for their own personal comfort and convenience on a cost-sharing basis; (c) the premises owned by a church, and primarily designated or set aside for, and actually occupied and used as, the dwelling place of a priest, rabbi, pastor, rector, nun or other functioning Church Divine, and the resident associates; (d) private dwellings in which a portion of the space is used for the conduct of business by a person residing therein; (e) farm purpose uses by an individual employing the natural processes of growth for the production of grain, stock, dairy, poultry, garden truck, or other agricultural products.

The term does NOT include service to: (a) Premises institutional in character including Clubs, Fraternities, Orphanages or Homes; (b) premises defined as a rooming house or boarding house in the Municipal Code for Cities of the First Class enacted by Act of General Assembly; (c) a premises containing a residence unit but primarily devoted to a professional or other office, studio, or other gainful pursuit; (d) farms operated principally to sell, prepare, or process products produced by others, or farms using air conditioning for climatic control in conjunction with growth processes (except those customers receiving such service as of August 2, 1969); (e) electric furnaces or welding apparatus other than a transformer type "limited input" arc welder with an input not to exceed 37-1/2 amperes at 240 volts.

CURRENT CHARACTERISTICS. Standard single-phase secondary service.

MONTHLY RATE TABLE.

FIXED DISTRIBUTION SERVICE CHARGE. \$5.18

~~METERING AND BILLING CREDITS—A customer receiving Advanced Meter Services from a AMSP other than the Company will receive a credit on the Fixed Distribution Service Charge equal to the Total Metering Credit set forth for this Base Rate in Appendix B to the Joint Petition for Full Settlement. A customer receiving Consolidated EGS Billing will receive a credit on the Fixed Distribution Service Charge equal to the Billing and Collection Credit set forth for this Base Rate in Appendix B to the Joint Petition for Full Settlement.~~ (C)

VARIABLE DISTRIBUTION SERVICE CHARGE:

SUMMER MONTHS. (June through September)

4.76¢ per kWh for the first 500 kWh per dwelling unit (†)

5.52¢ per kWh for additional kWh. (†)

WINTER MONTHS. (October through May)

4.76¢ per kWh (†)

COMPETITIVE TRANSITION CHARGE:

~~SUMMER MONTHS.~~ (June through September)

~~3.03¢ per kWh for the first 500 kWh per dwelling unit~~ (†)

~~3.52¢ per kWh for additional kWh.~~ (†)

~~WINTER MONTHS.~~ (October through May)

~~3.03¢ per kWh~~ (†)

ENERGY SUPPLY AND CAPACITY CHARGE:

Refer to the Generation Supply Adjustment Procurement Class 1 (C)

~~Standard Pricing Option—The following Energy and Capacity Charges, which are not applicable to a customer who obtains Competitive Energy Supply, will apply to the customer who received Default PLR Service as of the effective date of this tariff, and continues to receive this service, or is a customer who returns to Default PLR Service and receives this service for a minimum period of twelve months or is a customer on the Company's Monthly Pricing Option and wants to return to the Standard Pricing Option and meets certain conditions described in the Monthly Pricing Option. The requirement for a minimum period of 12 months is not applicable unless the Monthly Pricing Option has been implemented by the Company. A customer returning from Competitive Default Service will not be subject to the minimum twelve month stay provision.~~

~~SUMMER MONTHS.~~ (June through September)

~~6.49¢ per kWh for the first 500 kWh per dwelling unit~~ (†)

~~7.26¢ per kWh for additional kWh.~~ (†)

~~WINTER MONTHS.~~ (October through May)

~~6.49¢ per kWh~~ (†)

~~Monthly Pricing Option—Upon 60 days prior written notice to the PaPUC, the Company may implement this Monthly Pricing Option, which allows customers who return to Default PLR Service to elect their service on a monthly basis. The following Energy and Capacity Charges apply to the Monthly Pricing Option.~~

(C) Indicates Change/Increase

PECO Energy Company

~~SUMMER MONTHS. (June through September)~~

~~The Company will determine a market rate by May 1st for the subsequent summer months in the year in which the Monthly Pricing Option is implemented by the Company.~~ (C)

~~WINTER MONTHS. (October through May)~~

~~Same as the Standard Pricing Option winter months charge.~~ (C)

~~If the returning customer, within the first twelve months of the customer's return to the Company, is on the Monthly Pricing Option and requests to be removed from the Monthly Pricing Option and switched to the Standard Pricing Option, then the customer will be required to stay with the Company for the remainder of this initial twelve month period under the Standard Pricing Option. The customer will be switched to the Standard Pricing Option on the regularly scheduled meter reading date which falls five calendar days following the customer's request.~~

~~If the returning customer has stayed with the Company for at least twelve months and is on the Monthly Pricing Option, the customer can request to be switched to the Standard Pricing Option with no minimum stay provision on this option. The customer will be switched to the Standard Pricing Option on the regularly scheduled meter reading date which falls five calendar days following the customer's request.~~

~~The prices for Default PLR Service were determined in accordance with Section L, paragraph 38(e) of the Joint Petition for Full Settlement at Docket Nos. R-00973953 and P-00971265.~~

~~Within one business day of a request from a customer, or a customer's EGS, to return the customer to PLR Service, the Company will send a letter to the customer requesting the customer to choose between the Standard Pricing Option and the Monthly Pricing Option. If the Company does not receive a response from the Customer within ten calendar days from the date of the letter, the terms and conditions of the Standard Pricing Option will apply. The Customer's return to PLR Service will become effective as of the next scheduled meter reading date, provided that the Company received the request for the return at least 16 days prior.~~

~~TRANSMISSION SERVICE FOR CUSTOMERS RECEIVING DEFAULT-PLR SERVICE: unless such a customer is _____ (C) able to obtain transmission service on its own, PECO Energy will provide transmission service, and will impose charges on such a customer for such transmission service.~~

~~MINIMUM CHARGE: The minimum charge per month will be the Fixed Distribution Service Charge.~~

~~STATE TAX ADJUSTMENT CLAUSE, NUCLEAR DECOMMISSIONING COST ADJUSTMENT, UNIVERSAL SERVICE FUND CHARGE AND MITIGATION PLAN SURCHARGE APPLY TO THIS RATE. _____ (C)~~

~~PAYMENT TERMS. Standard.~~

(C) Denotes Change

PECO Energy Company

RATE RT RESIDENCE TIME-OF-USE SERVICE

AVAILABILITY.

Single-phase service in the entire territory of the Company to the dwelling and appurtenances of a single private family for the domestic requirements of its members when such service is provided through one meter. Service is also available for related farm purposes when such service is provided through one meter in conjunction with the farmhouse domestic requirements.

The term "residence service" includes service to: (a) the separate dwelling unit in an apartment house or condominium, but not the halls, basement, or other portions of such building common to more than one such unit; (b) the premises occupied as the living quarters of five persons or less who unite to establish a common dwelling place for their own personal comfort and convenience on a cost-sharing basis; (c) the premises owned by a church, and primarily designated or set aside for, and actually occupied and used as, the dwelling place of a priest, rabbi, pastor, rector, nun or other functioning Church Divine, and the resident associates; (d) private dwellings in which a portion of the space is used for the conduct of business by a person residing therein; (e) farm purpose uses by an individual employing the natural processes of growth for the production of grain, stock, dairy, poultry, garden truck, or other agricultural products.

The term does NOT include service to: (a) Premises institutional in character including Clubs, Fraternities, Orphanages or Homes; (b) premises defined as a rooming house or boarding house in the Municipal Code for Cities of the First Class enacted by Act of General Assembly; (c) a premises containing a residence unit but primarily devoted to a professional or other office, studio, or other gainful pursuit; (d) farms operated principally to sell, prepare, or process products produced by others, or farms using air conditioning for climatic control in conjunction with growth processes (except those customers receiving such service as of August 2, 1969); (e) electric furnaces or welding apparatus other than a transformer type "limited input" arc welder with an input not to exceed 37-1/2 amperes at 240 volts.

CURRENT CHARACTERISTICS. Standard single-phase secondary service.

DEFINITION OF PEAK-HOURS. On-Peak Hours are defined as the hours between 8:00 am and 8:00 pm, Eastern Standard Time or Daylight Savings Time, whichever is in common use, daily except Saturdays, Sundays and holidays; except that the on-peak hours will end at 4:00 pm on Fridays. Off-Peak Hours are defined as the hours other than those specified as on-peak hours.

MONTHLY RATE TABLE.

FIXED DISTRIBUTION SERVICE CHARGE: \$10.35

~~METERING AND BILLING CREDITS. A customer receiving Advanced Meter Services from a AMSP other than the Company will receive a credit on the Fixed Distribution Service Charge equal to the Total Metering Credit set forth for this Base Rate in Appendix B to the Joint Petition for Full Settlement. A customer receiving Consolidated EGS Billing will receive a credit on the Fixed Distribution Service Charge equal to the Billing and Collection Credit set forth for this Base Rate in Appendix B to the Joint Petition for Full Settlement. (C)~~

VARIABLE DISTRIBUTION SERVICE CHARGE:

SUMMER MONTHS (June through September)

2.02¢ per off-peak kWh

(+)

7.85¢ per on-peak kWh

(+)

WINTER MONTHS (October through May)

2.02¢ per off-peak kWh

(+)

7.21¢ per on-peak kWh

(C+)

COMPETITIVE TRANSITION CHARGE:

~~SUMMER MONTHS. (June through September)~~

~~1.67¢ per off-peak kWh~~

(+)

~~6.65¢ per on-peak kWh~~

(+)

~~WINTER MONTHS. (October through May)~~

~~1.67¢ per off-peak kWh~~

(+)

~~6.10¢ per on-peak kWh~~

(+)

ENERGY SUPPLY AND CAPACITY CHARGE:

Refer to the Generation Supply Adjustment Procurement Class 1

~~Standard Pricing Option. The following Energy and Capacity Charges, which are not applicable to a customer who obtains Competitive Energy Supply, will apply to the customer who received Default PLR Service as of the effective date of this tariff, and continues to receive this service, or is a customer who returns to Default PLR Service and receives this service for a minimum period of twelve months or is a customer on the Company's Monthly Pricing Option and wants to return to the Standard Pricing Option and meets certain conditions described in the Monthly Pricing Option. The requirement for a minimum period of 12 months is not applicable unless the monthly pricing option has been implemented by the Company. A customer returning from Competitive Default Service will not be subject to the minimum twelve month stay provision.~~

~~SUMMER MONTHS. (June through September)~~

~~4.22¢ per off-peak kWh~~

~~11.79¢ per on-peak kWh~~

~~WINTER MONTHS. (October through May)~~

~~4.22¢ per off-peak kWh~~

(+)

~~10.96¢ per on-peak kWh~~

~~Monthly Pricing Option. Upon 60 days prior written notice to the PaPUC, the Company may implement this Monthly Pricing Option, which allows Customers who return to Default PLR Service to elect their service on a monthly basis. The following Energy and Capacity Charges apply to the Monthly Pricing Option.~~

(C+) Indicates Change/Increase

PECO Energy Company

~~SUMMER MONTHS. (June through September)~~

~~The Company will determine a market rate by May 1st for the subsequent summer months in the year in which the Monthly Pricing Option is implemented by the Company.~~ (C)

~~WINTER MONTHS. (October through May)~~

~~Same as the Standard Pricing Option winter months charge.~~ (C)

~~If the returning customer, within the first twelve months of the customer's return to the Company, is on the Monthly Pricing option and requests to be removed from the Monthly Pricing Option and switched to the Standard Pricing Option, then the customer will be required to stay with the Company for the remainder of this initial twelve month period under the Standard Pricing Option. The customer will be switched to the Standard Pricing Option on the regularly scheduled meter reading date which falls five calendar days following the customer's request.~~

~~If the returning customer has stayed with the Company for at least twelve months and is on the Monthly Pricing Option, the customer can request to be switched to the Standard Pricing Option with no minimum stay provision on this option. The customer will be switched to the Standard Pricing Option on the regularly scheduled meter reading date which falls five calendar days following the customer's request.~~

~~The prices for Default PLR Service were determined in accordance with Section L, paragraph 38(e) of the Joint Petition for Full Settlement at Docket Nos. R-00973953 and P-00971265.~~

~~Within one business day of a request from a customer, or a customer's EGS, to return the customer to PLR Service, the Company will send a letter to the customer requesting the customer to choose between the Standard Pricing Option and the Monthly Pricing Option. If the Company does not receive a response from the Customer within ten calendar days from the date of the letter, the terms and conditions of the Standard Pricing Option will apply. The Customer's return to PLR Service will become effective as of the next scheduled meter reading date, provided that the Company received the request for the return at least 16 days prior.~~

~~TRANSMISSION SERVICE FOR CUSTOMERS RECEIVING DEFAULT PLR SERVICE: unless such a customer is~~ (C)
~~able to obtain transmission service on its own, PECO Energy will provide transmission service, and will impose charges on such a customer for such transmission service.~~

~~MINIMUM CHARGE. The minimum charge per month will be the Fixed Distribution Service Charge.~~

~~STATE TAX ADJUSTMENT CLAUSE, NUCLEAR DECOMMISSIONING COST ADJUSTMENT, UNIVERSAL SERVICE FUND AND MITIGATION PLAN SURCHARGE CHARGE APPLY TO THIS RATE.~~ (C)

~~CONTRACT TERM. Not less than twelve months.~~

~~PAYMENT TERMS. Standard.~~

(C) Denotes Change

RATE R-H RESIDENTIAL HEATING SERVICE

AVAILABILITY.

Single-phase service to the dwelling and appurtenances of a single private family (or to a multiple dwelling unit building consisting of two to five dwelling units, whether occupied or not), for domestic requirements when such service is provided through one meter and where the dwelling is heated by specified types of electric space heating systems. The systems eligible for this rate are (a) permanently connected electric resistance heaters where such heaters supply all of the heating requirements of the dwelling, (b) heat pump installations where the heat pump serves as the heating system for the dwelling and all of the supplementary heating required is supplied by electric resistance heaters, and (c) heat pump installations where the heat pump serves as the heating system for the dwelling and all of the supplementary heating required is supplied by non-electric energy sources and/or by electric energy sources served on Rate O-P Off-Peak Service. All space heating installations must meet Company requirements. This rate schedule is not available for commercial, institutional or industrial establishments.

Wood, solar, wind, water, and biomass systems may be used to supply a portion of the heating requirements in conjunction with service provided hereunder. Any customer system of this type that produces electric energy may not be operated concurrently with service provided by the Company except under written agreement setting forth the conditions of such operation as provided by and in accordance with the provisions of the Auxiliary Service Rider.

Each dwelling unit connected after May 10, 1980 except those dwelling units under construction or under written contract for construction as of that date, must be individually metered.

CURRENT CHARACTERISTICS. Standard single-phase secondary service.

MONTHLY RATE TABLE.

FIXED DISTRIBUTION SERVICE CHARGE: \$5.18

~~METERING AND BILLING CREDITS: A customer receiving Advanced Meter Services from an AMSP other than the Company will receive a credit on the Fixed Distribution Service Charge equal to the Total Metering Credit set forth for this Base Rate in Appendix B to the Joint Petition for Full Settlement. A customer receiving Consolidated EGS Billing will receive a credit on the Fixed Distribution Service Charge equal to the Billing and Collection Credit set forth for this Base Rate in Appendix B to the Joint Petition for Full Settlement.~~ (C)

VARIABLE DISTRIBUTION SERVICE CHARGE:

SUMMER MONTHS. (June through September)

4.54¢ per kWh for the first 500 kWh per dwelling unit (H)

5.26¢ per kWh for additional kWh. (H)

WINTER MONTHS. (October through May)

4.54¢ per kWh for the first 600 kWh per dwelling unit (H)

1.96¢ per kWh for additional kWh. (C)

~~**COMPETITIVE TRANSITION CHARGE:**~~

~~**SUMMER MONTHS. (June through September)**~~

~~2.95¢ per kWh for the first 500 kWh per dwelling unit (H)~~

~~3.43¢ per kWh for additional kWh. (H)~~

~~**WINTER MONTHS. (October through May)**~~

~~2.95¢ per kWh for the first 600 kWh per dwelling unit (H)~~

~~1.24¢ per kWh for additional kWh. (H)~~

~~**ENERGY SUPPLY AND CAPACITY CHARGE:** Refer to the Generation Supply Adjustment Procurement Class 1 (C)~~

~~Standard Pricing Option: The following Energy and Capacity Charges, which are not applicable to a customer who obtains Competitive Energy Supply, will apply to the customer who received Default PLR Service as of the effective date of this tariff, and continues to receive this service, or is a customer who returns to Default PLR Service and receives this service for a minimum period of twelve months or is a customer on the Company's Monthly Pricing Option and wants to return to the Standard Pricing Option and meets certain conditions described in the Monthly Pricing Option. The requirement for a minimum period of 12 months is not applicable unless the monthly pricing option has been implemented by the Company. A customer returning from Competitive Default Service will not be subject to the minimum twelve month stay provision.~~

~~**SUMMER MONTHS. (June through September)**~~

~~6.75¢ per kWh for the first 500 kWh per dwelling unit (H)~~

~~7.55¢ per kWh for additional kWh (H)~~

~~**WINTER MONTHS. (October through May)**~~

~~6.75¢ per kWh for the first 600 kWh per dwelling unit (H)~~

~~3.86¢ per kWh for additional kWh (H)~~

~~Monthly Pricing Option: Upon 60 days prior written notice to the PaPUC, the Company may implement this Monthly Pricing Option, which allows Customers who return to Default PLR Service to elect their service on a monthly basis. The following Energy and Capacity Charges apply to the Monthly Pricing Option.~~

~~**SUMMER MONTHS. (June through September)**~~

~~The Company will determine a market rate by May 1st for the subsequent summer months in the year in which the Monthly Pricing Option is implemented by the Company.~~

~~**WINTER MONTHS. (October through May)**~~

~~Same as the Standard Pricing Option winter months charge.~~

(C) Indicates Change/Increase

RATE R-H RESIDENTIAL HEATING SERVICE (continued)

~~If the returning customer, within the first twelve months of the customer's return to the Company, is on the Monthly Pricing Option and requests to be removed from the Monthly Pricing Option and switched to the Standard Pricing Option, then the customer will be required to stay with the Company for the remainder of this initial twelve month period under the Standard Pricing Option. The customer will be switched to the Standard Pricing Option on the regularly scheduled meter reading date which falls five calendar days following the customer's request.~~

~~If the returning customer has stayed with the Company for at least twelve months and is on the Monthly Pricing Option, the customer can request to be switched to the Standard Pricing Option with no minimum stay provision on this option. The customer will be switched to the Standard Pricing Option on the regularly scheduled meter reading date which falls five calendar days following the customer's request.~~

~~The prices for Default PLR Service were determined in accordance with Section L, paragraph 38(e) of the Joint Petition for Full Settlement at Docket Nos. R-00973953 and P-00971265.~~

~~Within one business day of a request from a customer, or a customer's EGS, to return the customer to PLR Service, the Company will send a letter to the customer requesting the customer to choose between the Standard Pricing Option and the Monthly Pricing Option. If the Company does not receive a response from the Customer within ten calendar days from the date of the letter, the terms and conditions of the Standard Pricing Option will apply. The Customer's return to PLR Service will become effective as of the next scheduled meter reading date, provided that the Company received the request for the return at least 16 days prior.~~

TRANSMISSION SERVICE FOR CUSTOMERS RECEIVING DEFAULT PLR SERVICE: Unless such a customer is able (C) to obtain transmission service on its own, PECO Energy will provide transmission service, and will impose charges on such a customer for such transmission service.

MINIMUM CHARGE. The minimum charge per month will be the Fixed Distribution Service Charge.

STATE TAX ADJUSTMENT CLAUSE, NUCLEAR DECOMMISSIONING COST ADJUSTMENT, UNIVERSAL SERVICE FUND AND MITIGATION PLAN SURCHARGE CHARGE APPLY TO THIS RATE. (C)

COMBINED RESIDENTIAL AND COMMERCIAL SERVICE. Where a portion of the service provided is used for commercial purposes, the appropriate general service rate is applicable to all service; or, at the option of the customer, the wiring may be so arranged that the residential service may be separately metered and this rate is then applicable to the residential service only.

PAYMENT TERMS. Standard.

(C) Indicates Change

RATE RS-2 NET METERING

PURPOSE:

This Rate sets forth the eligibility, terms and conditions applicable to Customers with installed qualifying renewable customer-owned generation using a net metering system. (C)

APPLICABILITY:

This Rate applies to renewable customer-generators served under Rates R, RH, RT, CAP, GS, HT, PD and EP who install a device or devices which are, in the Company's judgment, subject to Commission review, a bona fide technology for use in generating electricity from qualifying Tier I or Tier II alternative energy sources pursuant to Alternative Energy Portfolio Standards Act No. 2004-213 (Act 213) or Commission regulations and which will be operated in parallel with the Company's system. This Rate is limited to installations where the renewable energy generating system is intended primarily to offset part or all of the customer-generator's requirements for electricity. A renewable customer-generator is a non-utility owner or operator of a net metered generation system with a nameplate capacity of not greater than 50 kilowatts if installed at a residential service (Rate R, RH, RT or CAP) or not larger than 1,000 kilowatts at other customer service locations (Rate GS, HT, PD and EP), except for Customers whose systems are above 3 megawatts and up to 5 megawatts who make their systems available to operate in parallel with the Company during grid emergencies as defined by the regional transmission organization or where a microgrid is in place for the purpose of maintaining critical infrastructure such as homeland security assignments, emergency services facilities, hospitals, traffic signals, wastewater treatment plants or telecommunications facilities provided that technical rules for operating generators interconnected with facilities of the Company have been promulgated by the Institute of Electrical and Electronic Engineers "IEEE" and the Commission. (C)

Qualifying renewable energy installations are limited to Tier I and Tier II alternative energy sources as defined by Act 213 and Commission Regulations. The Customer's equipment must conform to the Commission's Interconnection Standards and Regulations pursuant to Act 213. This Rate is not applicable when the source of supply is service purchased from a neighboring electric utility under Borderline Service.

Service under this Rate is available upon request to renewable customer-generators on a first come, first served basis so long as the total rated generating capacity installed by renewable customer-generator facilities does not adversely impact service to other Customers and does not compromise the protection scheme(s) employed on the Company's electric distribution system. (C)

METERING PROVISIONS:

A Customer may select one of the following metering options in conjunction with service under applicable Rate Schedule R, RH, RT, CAP, GS, HT, PD or EP.

1. A customer-generator facility used for net metering shall be equipped with a single bi-directional meter that can measure and record the flow of electricity in both directions at the same rate. A dual meter arrangement may be substituted for a single bi-directional meter at the Company's expense.
2. If the customer-generator's existing electric metering equipment does not meet the requirements under option (1) above, the Company shall install new metering equipment for the customer-generator at the Company's expense. Any subsequent metering equipment change necessitated by the customer-generator shall be paid for by the customer-generator. The customer-generator has the option of utilizing a qualified meter service provider to install metering equipment for the measurement of generation at the customer-generator's expense.

Additional metering equipment for the purpose of qualifying alternative energy credits owned by the customer-generator shall be paid for by the customer-generator. The Company shall take title to the alternative energy credits produced by a customer-generator where the customer-generator has expressly rejected title to the credits. In the event that the Company takes title to the alternative energy credits, the Company will pay for and install the necessary metering equipment to qualify the alternative energy credits. The Company shall, prior to taking title to any alternative energy credits, fully inform the customer-generator of the potential value of those credits and options available to the customer-generator for their disposition.

3. Meter aggregation on properties owned or leased and operated by a customer-generator shall be allowed for purposes of net metering. Meter aggregation shall be limited to meters located on properties within two (2) miles of the boundaries of the customer-generator's property. Meter aggregation shall only be available for properties located within the Company's service territory. Physical meter aggregation shall be at the customer-generator's expense. The Company shall provide the necessary equipment to complete physical aggregation. If the customer-generator requests virtual meter aggregation, it shall be provided by the Company at the customer-generator's expense. The customer-generator shall be responsible only for any incremental expense entailed in processing his account on a virtual meter aggregation basis.

(C) Denotes Change

RATE RS-2 NET METERING (continued)

BILLING PROVISIONS:

The following billing provisions apply to customer-generators in conjunction with service under applicable Rates R, RH, RT, CAP, GS, HT, PD, EP.

1. The customer-generator will receive a credit for each kilowatt-hour received by the Company up to the total amount of electricity delivered to the Customer during the billing period at the full retail rate consistent with Commission regulations. On an annual basis, the Company will compensate the customer-generator for kilowatt-hours received from the customer-generator in excess of the kilowatt hours delivered by Company to the customer-generator during the preceding year at the "full retail value for all energy produced" consistent with Commission regulations. The customer-generator is responsible for the customer charge, demand charge and other applicable charges under the applicable Rate Schedule. (C)
2. If the Company supplies more kilowatt-hours of electricity than the customer-generator facility feeds back to the Company's system during the billing period, all charges of the appropriate rate schedule shall be applied to the net kilowatt-hours of electricity that the Company supplied. The customer-generator is responsible for the customer charge, demand charge and other applicable charges under the applicable Rate Schedule.
3. For customer-generators involved in virtual meter aggregation programs, a credit shall be applied first to the meter through which the generating facility supplies electricity to the distribution system, then through the remaining meters for the customer-generator's account equally at each meter's designated rate. Virtual meter aggregation is the combination of readings and billing for all meters regardless of rate class on properties owned or leased and operated by a customer-generator by means of the Company's billing process, rather than through physical rewiring of the customer-generator's property for a physical, single point of contact. The customer-generators are responsible for the customer charge, demand charge and other applicable charges under the applicable Rate Schedule.
4. ~~If a net metering Customer served on Rate GS, HT, PD or EP generates electricity such that the self-generation results in a 10% or more reduction in the customer's purchase of electricity through the Company's transmission and distribution network for any calendar year when compared to the calendar year immediately prior to the installation of the generation, the net metering Customer shall be responsible for its share of stranded costs to prevent interclass or intraclass cost shifting. The Company, upon determination that the customer has or will exceed the 10% limitation, will rebill the customer for CTC charges, in an amount equal to the charges in the calendar year immediately prior to the installation of the generation. Such rebilling of CTC charges will be at the otherwise applicable CTC rate. (C)~~

APPLICATION:

Customer-generators seeking to receive service under the provisions of this Rate must submit a written application to the Company demonstrating compliance with the Net Metering Rate provisions and quantifying the total rated generating capacity of the customer-generator facility.

MINIMUM CHARGE:

The Minimum Charges under Rate Schedule R, RH, RT, CAP, GS, PD, HT and EP apply for installations under this Rate.

RIDERS:

Bills rendered by the Company under this Rate shall be subject to charges stated in any other applicable Rate.

(C) Denotes Change

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PECO Energy Company

RATE OP OFF-PEAK SERVICE

AVAILABILITY.

In conjunction with Rates R, RT, R-H and with residence service under Rate GS, for any customer receiving service at 120/240 volts, 3 wires, or 120/208 volts, 3 wires, for the operation of 240-volt or 208-volt domestic equipment of a type approved by the Company. Any load connected for service under Rate OP may not be connected for service under any other rate during the period that service under Rate OP is interrupted. Service will be interrupted during on-peak periods as established by the Company. This rate is not available when the source of supply is service purchased from a neighboring company under a borderline-purchase agreement. Effective January 1, 2004, service under Rate OP will be restricted to service locations receiving Rate OP service or that are the subject of a Rate OP service application as of December 31, 2003.

SPECIAL RULES AND REGULATIONS.

The normal control device furnished by the Company has a limited capacity. The customer shall notify the Company before connecting any load in addition to an existing water heater. If necessary, the Company will install a control device with a rating of 200 amperes to accommodate the additional 240-volt controlled load. For controlled loads larger than 200 amperes the control device shall be furnished, installed and maintained by the customer. Service may be interrupted for a total of not more than 6-1/2 hours per day during scheduled periods which may vary from customer to customer.

The Company has a program to replace seven-day clock control devices as they fail with five-day radio-control devices which provide uninterrupted service on Saturdays, Sundays and holidays.

MONTHLY RATE TABLE.

~~FIXED DISTRIBUTION SERVICE CHARGE: \$4.65 per month~~

~~METERING AND BILLING CREDITS: A customer receiving Advanced Meter Services from a AMSP other than the Company will receive a credit on the Fixed Distribution Service Charge equal to the Total Metering Credit set forth for this Base Rate in Appendix B to the Joint Petition for Full Settlement. A customer receiving Consolidated EGS Billing will receive a credit on the Fixed Distribution Service Charge equal to the Billing and Collection Credit set forth for this Base Rate in Appendix B to the Joint Petition for Full Settlement. (C)~~

~~VARIABLE DISTRIBUTION SERVICE CHARGE: 3.71¢ per kWh~~

~~COMPETITIVE TRANSITION CHARGE: 0.43¢ per kWh (I)~~

~~ENERGY SUPPLY AND CAPACITY CHARGE: Refer to the Generation Supply Adjustment Procurement Class 1 (C)~~

~~Standard Pricing Option: The following Energy and Capacity Charges, which are not applicable to a customer who obtains Competitive Energy Supply, will apply to the customer who received Default PLR Service as of January 1, 2002, and continues to receive this service, or is a customer who returns to Default PLR Service and receives this service for a minimum period of twelve months or is a customer on the Company's Monthly Pricing Option and wants to return to the Standard Pricing Option and meets certain conditions described in the Monthly Pricing Option. The requirement for a minimum period of 12 months is not applicable unless the monthly pricing option has been implemented by the Company. A customer returning from Competitive Default Service will not be subject to the minimum twelve month stay provision. (I)~~

~~2.11¢ per kWh (I)~~

~~Monthly Pricing Option: Upon 60 days prior written notice to the PaPUC, the Company may implement this Monthly Pricing Option, which allows Customers who return to Default PLR Service to elect their service on a monthly basis. The following Energy and Capacity Charges apply to the Monthly Pricing Option.~~

~~SUMMER MONTHS: (June through September)~~

~~The Company will determine a market rate by May 1st for the subsequent summer months in the year in which the Monthly Pricing Option is implemented by the Company~~

~~WINTER MONTHS: (October through May)~~

~~Same as the Standard Pricing Option winter months charge.~~

~~If the returning customer, within the first twelve months of the customer's return to the Company, is on the Monthly Pricing Option and requests to be removed from the Monthly Pricing Option and switched to the Standard Pricing Option, then the customer will be required to stay with the Company for the remainder of this initial twelve month period under the Standard Pricing Option. The customer will be switched to the Standard Pricing Option on the regularly scheduled meter reading date which falls five calendar days following the customer's request. If the returning customer has stayed with the Company for at least twelve months and is on the Monthly Pricing Option, the customer can request to be switched to the Standard Pricing Option with no minimum stay provision on this option. The customer will be switched to the Standard Pricing Option on the regularly scheduled meter reading date which falls five calendar days following the customer's request.~~

~~The prices for Default PLR Service were determined in accordance with Section L, paragraph 38(e) of the Joint Petition for Full Settlement at Docket Nos. R-00973963 and P-00971265.~~

~~Within one business day of a request from a customer, or a customer's EGS, to return the customer to PLR Service, the Company will send a letter to the customer requesting the customer to choose between the Standard Pricing Option and the Monthly Pricing Option. If the Company does not receive a response from the Customer within ten calendar days from the date of the letter, the terms and conditions of the Standard Pricing Option will apply. The Customer's return to PLR Service will become effective as of the next scheduled meter reading date, provided that the Company received the request for the return at least 16 days prior.~~

~~TRANSMISSION SERVICE FOR CUSTOMERS RECEIVING DEFAULT PLR SERVICE: Unless such a customer is able to obtain transmission service on its own, PECO Energy will provide transmission service, and will impose charges on such a customer for such transmission service. (C)~~

~~MINIMUM CHARGE: The minimum charge per month will be the Fixed Distribution Service Charge.~~

~~STATE TAX ADJUSTMENT CLAUSE, NUCLEAR DECOMMISSIONING COST ADJUSTMENT, UNIVERSAL SERVICE FUND CHARGE AND MITIGATION PLAN SURCHARGE APPLY TO THIS RATE. (C)~~

~~PAYMENT TERMS. Standard.~~

(I) Indicates Increase

RATE R-S RENEWABLE ENERGY SERVICE

THIS RATE IS BEING WITHDRAWN (C)

(C) Denotes Change

PECO Energy Company

RATE R-S RENEWABLE ENERGY SERVICE (continued)

THIS RATE IS BEING WITHDRAWN (C)

(C) Denotes Change

RATE-GS GENERAL SERVICE

AVAILABILITY.

Service through a single metering installation for offices, professional, commercial or industrial establishments, governmental agencies, and other applications outside the scope of the Residence Service rate schedules.

CURRENT CHARACTERISTICS.

Standard single-phase or polyphase secondary service.

MONTHLY RATE TABLE.

FIXED DISTRIBUTION SERVICE CHARGE:

- \$ 6.74 for single-phase service without demand measurement, or
- \$ 8.81 for single-phase service with demand measurement, or
- \$23.82 for polyphase service.

~~METERING AND BILLING CREDITS A customer receiving Advanced Meter Services from a AMSP other than the Company will receive a credit on the Fixed Distribution Service Charge equal to the Total Metering Credit set forth for this Base Rate in Appendix B to the Joint Petition for Full Settlement. A customer receiving Consolidated EGS Billing will receive a credit on the Fixed Distribution Service Charge equal to the Billing and Collection Credit set forth for this Base Rate in Appendix B to the Joint Petition for Full Settlement.~~ (C)

VARIABLE DISTRIBUTION SERVICE CHARGE:

- 3.64¢ per kWh for the first 80 hours' use of billing demand
- * 1.71¢ per kWh for the next 80 hours' use of the billing demand
- 1.08¢ per kWh for additional use; except
- 0.47¢ per kWh over both 400 hours' use of billing demand and 2,000 kWh

COMPETITIVE TRANSITION CHARGE:

- ~~7.23¢ per kWh for the first 80 hours' use of billing demand (D)~~
- * ~~3.41¢ per kWh for the next 80 hours' use of billing demand (D)~~
- ~~2.15¢ per kWh for additional use; except (D)~~
- ~~0.95¢ per kWh over both 400 hours' use of billing demand and 2,000 kWh (D)~~

ENERGY SUPPLY AND CAPACITY CHARGE: Refer to the Generation Supply Adjustment Procurement Class 2, 3 or 4 The following Energy and Capacity Charges will apply to the customer if the customer receives Default PLR Service. These charges are not applicable to the customer if it obtains Competitive Energy Supply.

- ~~12.77¢ per kWh for the first 80 hours' use of billing demand (I)~~
- * ~~6.93¢ per kWh for the next 80 hours' use of billing demand (I)~~
- ~~5.02¢ per kWh for additional use; except (I)~~
- ~~3.19¢ per kWh over both 400 hours' use of billing demand and 2,000 kWh Refer to the Default Service Generation Charge. (C)~~

* During October through May this block is eliminated.

TRANSMISSION SERVICE FOR CUSTOMERS RECEIVING DEFAULT PLR SERVICE: Unless such a customer is able to obtain transmission service on its own, PECO Energy will provide transmission service, and will impose charges on such a customer for such transmission service.

STATE TAX ADJUSTMENT CLAUSE, NUCLEAR DECOMMISSIONING COST ADJUSTMENT AND MITIGATION PLAN SURCHARGE APPLY TO THIS RATE. (C)

DETERMINATION OF DEMAND.

The billing demand will be measured where consumption exceeds 1,100 kilowatt-hours per month for three consecutive months; or where load tests indicate a demand of five or more kilowatts; or where the heating modification is applied; or where the customer requests demand measurement. Measured demands will be determined to the nearest 0.1 of a kilowatt but will not be less than 1.2 kilowatts, and will be adjusted for power factor in accordance with the Rules and Regulations.

For those customers with demand measurement, during October through May the billing demand will not be less than 40% of the highest billing demand in the preceding months of June through September (applied on an unbundled basis), nor less than the minimum value stated in the contract for service. If a measured demand customer has less than 1,100 monthly kilowatt-hours of use, the monthly billing demand will be the measured demand or the metered monthly kilowatt-hours divided by 175 hours, whichever is less, but not less than 40% of the highest billing demand in the preceding months of June through September, nor less than 1.2 kilowatts. ~~There will be a one-time waiver of the application of the previous sentences as they relate to minimums associated with PLR Energy and Capacity charges the first time a customer at a service location elects to receive Competitive Energy Supply. This one-time waiver is specific to a particular service location unless a new entity has assumed operation of the service location from a customer which has ceased operations at that location as a result of dissolution provided the new entity was not created through merger, partnership, joint venture, acquisition and/or any other type of combined business structure with the former customer.~~

For those customers without demand measurement, the monthly billing demand will be computed by dividing the metered monthly kilowatt-hours by 175 hours. The computed demand will be determined to the nearest 0.1 of a kilowatt, but will not be less than 1.2 kilowatts.

(CD) Indicates Change/Decrease

(I) Indicates Increase

RATE-GS GENERAL SERVICE (continued)

MINIMUM CHARGE

The monthly minimum charge for customers without demand measurement will be the Fixed Distribution Service Charge. The monthly minimum charge for customers with demand measurement will be the Fixed Distribution Service Charge, plus a charge of ~~\$0.935.94~~ per KW of billing demand, **plus in the case of hourly service customers, charges assessed on PJM's reliability pricing model as follows: Variable Distribution \$0.93 per kW; Competitive Transition** (C)

~~Charge \$1.81 per kW; Energy and Capacity \$3.19 per kW (Energy and Capacity Charge applicable only if Customer receives Default PLR Service — has to change to reflect true energy and capacity cost).~~ (C)

HEATING MODIFICATION.

Wood, solar, wind, water, and biomass systems may be used to supply a portion of the heating requirements in conjunction with service provided hereunder. Any customer system of this type that produces electric energy may not be operated concurrently with service provided by the Company except under written agreement setting forth the conditions of such operation as provided by and in accordance with the provisions of the Auxiliary Service Rider.

METERING.

A. Single Meter.

Applicable where the area served through the single meter is heated solely by permanently connected electric space heating installations (1) acceptable to the Company; (2) sensitive to outdoor temperature; and (3) not less than 5 kilowatts. Qualifying electric heating systems are (1) electric resistance coils, (2) electric resistance baseboards, (3) electric boilers and (4) heat pumps with electric back-up

During October through May the monthly maximum measured demand shall be reduced by one-half of the difference between the peak winter measured demand and the base load demand over the two most recent winter seasons preceding the start of the current winter season (October 1st). The demand reduction will be subject to annual review and any revisions will be based on the two most recent winter seasons. The base load demand will be defined as the lowest measured demand during the period from October to May. For time-of-use metered customers, the demand reduction will be based upon the difference between the peak winter and base load demands regardless of whether they occur on or off peak. During this period, the billing demand shall never be less than 15 kilowatts; except for those customers in service as of February 18, 1971, the billing demand during October through May shall not be less than one-half of the monthly measured demand. (C)

~~A customer whose demand reduction was calculated under the methods in effect on October 17, 1996, will continue to receive the same reduction until January 2, 2000 unless the current method (described in the preceding paragraph) yields a smaller billed demand for the customer.~~

A customer who adds new electrical connected heating load will receive the same proportion of forgiven demand to total demand that they currently receive.

This demand modification will only be applicable within 30 days of the date that the customer requests billing under this provision. It shall be the responsibility of the customer to notify the Company of any subsequent changes to its heating equipment or requirements.

B. Separate Meters.

At the option of the customer, electricity supplying permanently connected space heating installations or heating equipment sensitive to outdoor temperature with a total capacity of not less than 5 kilowatts, which are acceptable to the Company, will be measured apart from the customer's other requirements for electric service at the premises. Air conditioning equipment of rated electrical capacity up to twice that of the heating equipment also may be supplied through this separate heating circuit.

During October through May the usage of this separate circuit shall be billed at the charges listed below in lieu of the pricing of the basic Monthly Rate Table.

~~VARIABLE DISTRIBUTION SERVICE CHARGE: 0.85¢ per kWh~~

~~COMPETITIVE TRANSITION CHARGE: 1.70¢ per kWh~~ (D)

~~ENERGY SUPPLY AND CAPACITY CHARGE: The following Energy and Capacity Charges will apply to the customer if the customer receives Default PLR Service. These charges are not applicable to the customer if it obtains Competitive Energy Supply: 4.33¢ per kWh Refer to the Generation Supply Adjustment~~ (C)

~~Procurement Class 2, 3 or 4 Default Service Generation Charge~~ (C)

During June through September the combined usage shall be billed under the price provisions of the basic Monthly Rate Table.

TRANSMISSION SERVICE FOR CUSTOMERS RECEIVING DEFAULT PLR-SERVICE: Unless a customer is able to obtain transmission service on its own, PECO Energy will provide transmission service, and will impose charges on such a customer for such transmission service.

OFF-PEAK THERMAL STORAGE PROVISION.

Off-peak energy may be provided exclusively for qualifying Thermal Storage applications only in conjunction with this rate schedule when the load supplied is separately metered. This service will be billed separately at the rate of \$11.39 per month, plus the charges listed below.

OFF-PEAK USAGE DURING THE WINTER AND SUMMER MONTHS:

~~VARIABLE DISTRIBUTION SERVICE CHARGE: 1.43¢ per kWh~~

~~COMPETITIVE TRANSITION CHARGE: 0.96¢ per kWh~~ (I)

~~ENERGY SUPPLY AND CAPACITY CHARGE: The following Energy and Capacity Charges will apply to the customer if the customer receives Default PLR Service. These charges are not applicable to the customer if it obtains Competitive Energy Supply: 2.10¢ per kWh refer to the Generation Supply Adjustment Procurement Class 2, 3, or 4 Default Service generation charge~~ (C)

- (C) Indicates Change
- (D) Indicates Decrease
- (I) Indicates Increase

RATE-GS GENERAL SERVICE (continued)

ON-PEAK USAGE DURING THE WINTER MONTHS:

VARIABLE DISTRIBUTION SERVICE CHARGE: 2.20¢ per kWh

COMPETITIVE TRANSITION CHARGE: 1.46¢ per kWh

ENERGY SUPPLY AND CAPACITY CHARGE: The following Energy and Capacity Charges will apply to the customer if the customer receives Default PLR Service. These charges are not applicable to the customer if it obtains

Competitive Energy Supply. 3.22¢ per kWh Refer to the Default Service Generation Supply Adjustment Procurement Class 2, 3 or 4 Charge (H)

TRANSMISSION SERVICE FOR CUSTOMERS RECEIVING DEFAULT PLR SERVICE: Unless such a customer is able to obtain transmission service on its own, PECO Energy will provide transmission service, and will impose charges on such a customer for such transmission service.

During the summer months, any on-peak demand and energy will contribute to the pricing of the basic Monthly Rate Table. To qualify for this provision, the customer must submit an engineering study performed by a professional engineer registered in the Commonwealth of Pennsylvania to the Company for technical review and approval. On-peak hours are defined as the hours between 8:00 a.m. and 8:00 p.m., Eastern Standard Time or Daylight Savings Time, whichever is in common use, daily except Saturdays, Sundays and holidays; except that the on-peak hours will end at 4:00 p.m. on Fridays. Off-peak hours are defined as the hours other than those specified as on-peak hours. For Cooling Thermal Storage applications, during the months of June through September, on-peak hours will commence at 10:00 a.m. instead of 8:00 a.m.

SPECIAL PROVISION.

In accordance with Section 1511, Title 66 Public Utilities, a volunteer fire company, non-profit rescue squad, non-profit ambulance service or a non-profit senior citizen center meeting the requirements set forth below, may, upon application, elect to have its electric service billed at any of the following rate schedules: Rate R Residential Service, Rate RT Residential Time of Use, Rate R-H Residential Heating Service, or Rate OP Off-Peak Service as appropriate for the application. The execution of an electric service contract for a minimum term of one year at the chosen rate will be required of any entity electing service pursuant to the options provided by this provision.

For the purposes of this provision, the following words and terms shall have the following meanings, unless the context clearly indicates otherwise:

VOLUNTEER FIRE COMPANY - a separately metered service location consisting of a building, sirens, a garage for housing vehicular fire fighting equipment, or a facility certified by the Pennsylvania Emergency Management Agency (PEMA) for fire fighter training. The use of electric service at this location shall be to support the activities of the volunteer fire company. Any fund raising activities at this service location must be used solely to support volunteer fire fighting operations.

The customer of record at this service location must be a predominantly volunteer fire company recognized by the local municipality or PEMA as a provider of fire fighting services.

NON-PROFIT SENIOR CITIZEN CENTER - a separately metered service location consisting of a facility for the use of senior citizens coming together as individuals or groups and where access to a wide range of services to senior citizens is provided. The customer of record at this service location must be an organization recognized by the Internal Revenue Service (IRS) or the Commonwealth as a non-profit entity and recognized by the Pennsylvania Department of Aging as an operator of a senior citizen center.

NON-PROFIT RESCUE SQUAD - a separately metered service location consisting of a building, sirens, a garage for housing vehicular rescue equipment; and qualified by the Commonwealth as a non-profit entity; and a facility recognized by the Pennsylvania Emergency Management Agency (PEMA) or the Pennsylvania Department of Health as a provider of rescue services. The use of electric service at this location shall be to support the activities of the non-profit rescue squad. Any fund raising activities at this service location must be used solely to support the non-profit rescue squad operations.

NON-PROFIT AMBULANCE SERVICE - a separately metered service location consisting of a building, sirens, a garage for housing vehicular rescue equipment; and qualified by the Commonwealth as a non-profit entity; and a facility licensed by the Pennsylvania Department of Health as a provider of ambulance services. The use of electric service at this location shall be to support the activities of the non-profit ambulance service. Any fund raising activities at this service location must be used solely to support the non-profit ambulance service operations.

TERM OF CONTRACT. The initial contract term shall be for at least one year.

PAYMENT TERMS. Standard.

(C) Indicates Change/Increase

RATE-PD PRIMARY-DISTRIBUTION POWER

AVAILABILITY.

Untransformed service from the primary supply lines of the Company's distribution system where the customer installs, owns, and maintains any transforming, switching and other receiving equipment required. However, standard primary service is not available in areas where the distribution voltage has been changed to either 13 kV or 33 kV unless the customer was served with standard primary service before the conversion of the area to either 13 kV or 33 kV. This rate is available only for service locations served on this rate on July 6, 1987 as long as the original primary service has not been removed. PECO Energy may refuse to increase the load supplied to a customer served under this rate when, in PECO Energy's sole judgment, any transmission or distribution capacity limitations exist. If a customer changes the billing rate of a location being served on this rate, PECO Energy may refuse to change that location back to Rate PD when, in PECO Energy's sole judgment, any transmission or distribution capacity limitations exist.

CURRENT CHARACTERISTICS.

Standard primary service.

MONTHLY RATE TABLE.

FIXED DISTRIBUTION SERVICE CHARGE: \$279.67

METERING AND BILLING CREDITS A customer receiving Advanced Meter Services from a AMSP other than the Company will receive a credit on the Fixed Distribution Service Charge equal to the Total Metering Credit set forth for this Base Rate in Appendix B to the Joint Petition for Full Settlement. A customer receiving Consolidated EGS Billing will receive a credit on the Fixed Distribution Service Charge equal to the Billing and Collection Credit set forth for this Base Rate in Appendix B to the Joint Petition for Full Settlement.

VARIABLE DISTRIBUTION SERVICE CHARGE:

- \$1.82 per kW of billing demand
- 1.61¢ per kWh of the first 150 hours' use of billing demand
- 0.95¢ per kWh of the first next 150 hours' use of billing demand
- 0.30¢ per kWh for additional use.

COMPETITIVE TRANSITION CHARGE:

- ~~\$3.17 per kW of billing demand~~ (I)
- ~~2.81¢ per kWh of the first 150 hours' use of billing demand~~ (D)
- ~~1.67¢ per kWh for the next 150 hours' use of billing demand~~ (D)
- ~~0.54¢ per kWh for additional use.~~ (D)

ENERGY SUPPLY AND CAPACITY CHARGE: The following Energy and Capacity Charges will apply to the customer if the customer receives Default PLR Service. These charges are not applicable to the customer if it obtains Competitive Energy Supply.

- ~~\$4.85 per kW of billing demand~~ (I)
- ~~6.07¢ per kWh of the first 150 hours' use of billing demand~~ (I)
- ~~4.32¢ per kWh for the next 150 hours' use of billing demand~~ (I)
- ~~2.59¢ per kWh for additional use. Refer to the Generation Supply Adjustment Procurement Class 2, 3 or 4 Default Service Generation Charge~~ (C)

TRANSMISSION SERVICE FOR CUSTOMERS RECEIVING DEFAULT PLR SERVICE: Unless such a customer is able to obtain transmission service on its own, PECO Energy will provide transmission service, and will impose charges on such a customer for such transmission service. (C)

STATE TAX ADJUSTMENT CLAUSE, NUCLEAR DECOMMISSIONING COST ADJUSTMENT AND MITIGATION PLAN SURCHARGE APPLY TO THIS RATE. (C)

DETERMINATION OF BILLING DEMAND.

The billing demand will be computed to the nearest kilowatt and will never be less than the measured demand, adjusted for power factor in accordance with the Rules and Regulations, nor less than 25 kilowatts. Additionally, during the eight months of October through May the billing demand will not be less than 40% of the maximum demand specified in the contract nor less than 80% of the highest billing demand in the preceding months of June through September exclusive of energy supply charges (applied on an unbundled basis). There will be a one-time waiver of the application of the previous sentence as it relates to minimums associated with PLR Energy and Capacity charges the first time a customer at a service location elects to receive Competitive Energy Supply. This one-time waiver is specific to a particular service location unless a new entity has assumed operation of the service location from a customer which has ceased operations at that location as a result of dissolution provided the new entity was not created through merger, partnership, joint venture, acquisition and/or any other type of combined business structure with the former customer. (C)

MINIMUM CHARGE.

The monthly minimum charge shall be the Fixed Distribution Service Charge, plus the charge per kW component of the Variable Distribution Service Charge, the CTC, and the Energy and Capacity Charge modify to be consistent with RPM plus in the case of Procurement Class 4 customers, charges assessed under PJM's reliability pricing model. (C)

TERM OF CONTRACT.

The initial contract term shall be for at least three years.

PAYMENT TERMS.

Standard.

(CD) Indicates Change/Decrease

(I) Indicates Increase

PECO Energy Company

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RATE-HT HIGH-TENSION POWER

AVAILABILITY.

Untransformed service from the Company's standard high-tension lines, where the customer installs, owns, and maintains, any transforming, switching and other receiving equipment required.

CURRENT CHARACTERISTICS.

Standard high-tension service.

MONTHLY RATE TABLE.

FIXED DISTRIBUTION SERVICE CHARGE: \$291.43

~~METERING AND BILLING CREDITS~~ A customer receiving Advanced Meter Services from a AMSP other than the Company will receive a credit on the Fixed Distribution Service Charge equal to the Total Metering Credit set forth for this Base Rate in Appendix B to the Joint Petition for Full Settlement. A customer receiving Consolidated EGS Billing will receive a credit on the Fixed Distribution Service Charge equal to the Billing and Collection Credit set forth for this Base Rate in Appendix B to the Joint Petition for Full Settlement.

VARIABLE DISTRIBUTION SERVICE CHARGE:

- \$1.68 per kW of billing demand
- 0.90¢ per kWh of the first 150 hours' use of billing demand
- 0.53¢ per kWh of the next 150 hours' use of billing demand, but not more than 7,500,000 kWh
- 0.17¢ per kWh for additional use.

COMPETITIVE TRANSITION CHARGE:

- ~~\$4.68 per kW of billing demand (D)~~
- ~~2.51¢ per kWh for the first 150 hours' use of billing demand (D)~~
- ~~1.49¢ per kWh for the next 150 hours' use of billing demand, but not more than 7,500,000 kWh (D)~~
- ~~0.48¢ per kWh for additional use. (D)~~

ENERGY SUPPLY AND CAPACITY CHARGE: Refer to the Generation Supply Adjustment Procurement Class 2, 3 or 4.

The following Energy and Capacity Charges will apply to the customer if the customer receives Default PLR Service. These charges are not applicable to the customer if it obtains Competitive Energy Supply.

- ~~\$7.16 per kW of billing demand (I)~~
- ~~5.49¢ per kWh for the first 150 hours' use of billing demand (I)~~
- ~~3.91¢ per kWh for the next 150 hours' use of billing demand, but not more than 7,500,000 kWh (I)~~
- ~~2.37¢ per kWh for additional use. Refer to the Default Service Generation Charge (IC)~~

TRANSMISSION SERVICE FOR CUSTOMERS RECEIVING DEFAULT PLR SERVICE: Unless such a customer is able to obtain transmission service on its own, PECO Energy will provide transmission service, and will impose charges on such a customer for such transmission service.

TIME-OF-USE ADJUSTMENT:

Customers with measured demand of 2,000 kW or greater will be given a credit for energy use during off-peak hours and will be subject to an additional charge for energy use during on-peak hours. On-peak hours are defined as the hours between 8:00 am and 8:00 pm, Eastern Standard Time or Daylight Savings Time, whichever is in common use, daily except Saturdays, Sundays and holidays; except that the on-peak hours will end at 4:00 pm on Fridays. Off-peak hours are defined as the hours other than those specified as on-peak hours. The credits and charges are as follows:

	Summer Months (June through September)	Winter Months (October through May)
Off peak credit.....	0.21¢ per kWh	0.21¢ per kWh
On peak charge.....	0.58¢ per kWh	0.22¢ per kWh

If the customer receives Default PLR Service, the rate adjustments shall apply. They shall not apply if the customer obtains competitive energy supply.

HIGH VOLTAGE DISTRIBUTION DISCOUNT:

- For customers supplied at 33,000 volts: 7¢ per kW of measured demand.
- For customers supplied at 69,000 volts: 28¢ per kW for first 10,000 kW of measured demand.
- For customers supplied over 69,000 volts: 28¢ per kW for first 100,000 kW of measured demand.

STATE TAX ADJUSTMENT CLAUSE, NUCLEAR DECOMMISSIONING COST ADJUSTMENT AND MITIGATION PLAN SURCHARGE APPLY TO THIS RATE. (C)

(CD) Indicates Change Decrease

(I) Indicates Increase

RATE-HT HIGH-TENSION POWER - CONTINUED

DETERMINATION OF BILLING DEMAND.

The billing demand will be computed to the nearest kilowatt and will never be less than the measured demand, adjusted for power factor in accordance with the Rules and Regulations, nor less than 25 kilowatts. Additionally, during the eight months of October through May the billing demand will not be less than 40% of the maximum demand specified in the contract nor less than 80% of the highest billing demand in the preceding months of June through September ~~exclusive of energy supply charge (applied on an unbundled basis). There will be a one-time waiver of the application of the previous sentence as it relates to minimums associated with PLR Energy and Capacity charges the first time a customer at a service location elects to receive Competitive Energy Supply. This one-time waiver is specific to a particular service location unless a new entity has assumed operation of the service location from a customer which has ceased operations at that location as a result of dissolution provided the new entity was not created through merger, partnership, joint venture, acquisition and/or any other type of combined business structure with the former customer.~~

DELIVERY POINTS.

Where the load of a customer located on single or contiguous premises becomes greater than the capacity of the standard circuit or circuits established by the Company to supply the customer, an additional separate delivery point may be established for such premises upon the written request of the customer with billing continued as if the service were being delivered and metered at a single point, provided such multi-point delivery is not advantageous to the Company.

(C)

MINIMUM CHARGE.

The monthly minimum charge shall be the Fixed Distribution Service Charge, plus the charge per kW component of the Variable Distribution Service Charge, ~~the CTC, and the Energy and Capacity Charge~~ modify or be consistent with RPM, less the high voltage discount where applicable plus in the case of Procurement Class 4 customers, charges assessed on PJM's reliability pricing model. (C)

TERM OF CONTRACT.

The initial contract term shall be for at least three years.

PAYMENT TERMS.

Standard.

(C) Indicates Change

PECO Energy Company

Superseding Twelfth Revised Page No. 51

RATE POL PRIVATE OUTDOOR LIGHTING

AVAILABILITY.

Outdoor lighting of sidewalks, driveways, yards, lots and similar places, outside the scope of service under Rate SL-P, SL-S and SL-E.

MONTHLY RATE TABLE.

<u>MERCURY-VAPOR LAMPS</u>	<u>CTC</u>		<u>ENERGY & CAPACITY</u>		<u>DISTRIBUTION</u>		
	<u>(Co.Pole)</u>	<u>(Cust.Pole)</u>	<u>(Co.Pole)</u>	<u>(Cust.Pole)</u>	<u>(Co.Pole)</u>	<u>(Cust.Pole)</u>	
100 Watts (nominally 4,000 Lumens)	\$1.05	\$0.98	\$1.79	\$1.62	\$11.36	\$10.17	(C)
175 Watts (nominally 8,000 Lumens)	\$1.44	\$1.38	\$2.43	\$2.26	\$15.39	\$14.25	(C)
250 Watts (nominally 12,000 Lumens)	\$1.78	\$1.73	\$3.00	\$2.85	\$18.97	\$17.95	(C)
400 Watts (nominally 20,000 Lumens)	\$2.30	\$2.24	\$3.87	\$3.67	\$24.48	\$23.14	(C)
400 Watts Floodlight (nominally 22,000 Lumens)	\$2.49	\$2.42	\$4.19	\$3.99	\$26.47	\$25.13	(C)

<u>SODIUM-VAPOR LAMPS</u>	<u>CTC</u>		<u>ENERGY & CAPACITY</u>		<u>DISTRIBUTION</u>		
	<u>(Co.Pole)</u>	<u>(Cust.Pole)</u>	<u>(Co.Pole)</u>	<u>(Cust.Pole)</u>	<u>(Co.Pole)</u>	<u>(Cust.Pole)</u>	
70 Watts (nominally 5,800 Lumens)	\$1.45	\$1.39	\$2.44	\$2.27	\$15.50	\$14.35	(C)
250 Watts (nominally 25,000 Lumens)	\$2.32	\$2.26	\$3.90	\$3.70	\$24.67	\$23.34	(C)
400 Watts (nominally 50,000 Lumens)	\$2.55	\$2.49	\$4.30	\$4.09	\$27.08	\$25.74	(C)
400 Watts Floodlight (nominally 50,000 Lumens)	\$2.75	\$2.68	\$4.60	\$4.41	\$29.06	\$27.73	(C)

<u>STANDARD METAL HALIDE LAMPS</u>	<u>CTC</u>		<u>ENERGY & CAPACITY</u>		<u>DISTRIBUTION</u>		
	<u>(Co.Pole)</u>	<u>(Cust.Pole)</u>	<u>(Co.Pole)</u>	<u>(Cust.Pole)</u>	<u>(Co.Pole)</u>	<u>(Cust.Pole)</u>	
100 Watts (nominally 7,800 Lumens)	\$0.35	\$0.41	\$0.94	\$0.91	\$23.26	\$22.49	(C)
175 Watts (nominally 13,000 Lumens)	\$0.36	\$0.67	\$1.56	\$1.53	\$24.37	\$22.95	(C)
250 Watts (nominally 20,500 Lumens)	\$0.55	\$1.08	\$2.48	\$2.39	\$25.76	\$24.35	(C)
400 Watts (nominally 36,000 Lumens)	\$2.70	\$2.63	\$4.53	\$4.34	\$28.62	\$27.32	(C)
1000 Watts (nominally 110,000 Lumens)	\$4.78	\$4.71	\$7.94	\$7.75	\$50.07	\$48.78	(C)

<u>STANDARD HIGH PRESSURE SODIUM LAMPS</u>	<u>CTC</u>		<u>ENERGY & CAPACITY</u>		<u>DISTRIBUTION</u>		
	<u>(Co.Pole)</u>	<u>(Cust.Pole)</u>	<u>(Co.Pole)</u>	<u>(Cust.Pole)</u>	<u>(Co.Pole)</u>	<u>(Cust.Pole)</u>	
50 Watts (nominally 4,000 Lumens)	\$1.57	\$1.49	\$2.35	\$1.74	\$18.62	\$17.20	(C)
70 Watts (nominally 5,800 Lumens)	\$1.62	\$1.56	\$2.75	\$2.56	\$17.43	\$16.13	(C)
100 Watts (nominally 9,500 Lumens)	\$1.72	\$1.65	\$2.91	\$2.71	\$18.43	\$17.13	(C)
150 Watts (nominally 16,000 Lumens)	\$1.88	\$1.81	\$3.18	\$2.99	\$20.13	\$18.84	(C)
250 Watts (nominally 25,000 Lumens)	\$2.23	\$2.16	\$3.73	\$3.54	\$23.64	\$22.33	(C)
400 Watts (nominally 50,000 Lumens)	\$2.71	\$2.64	\$4.54	\$4.35	\$28.67	\$27.36	(C)
1,000 Watts (nominally 130,000 Lumens)	\$3.05	\$2.98	\$11.38	\$10.89	\$32.80	\$32.80	(C)

The ENERGY and Capacity SUPPLY CHARGES - Refer to the Generation Supply Adjustment, Procurement Class 2, set forth above will apply to the customer if the customer receives Default PLR Service. These charges are not applicable to the customer if it obtains Competitive Energy Supply. Refer to the Default Service Generation Charge. (C)

TRANSMISSION SERVICE FOR CUSTOMERS RECEIVING DEFAULT PLR SERVICE: Unless such a customer is able to obtain transmission service on its own, PECO Energy will provide transmission service, and will impose charges on such a customer for such transmission service.

STATE TAX ADJUSTMENT CLAUSE, NUCLEAR DECOMMISSIONING COST ADJUSTMENT AND MITIGATION PLAN SURCHARGE APPLY TO THIS RATE. (C)

GENERAL PROVISIONS.

1. Standard Lighting Unit. A Standard Lighting Unit shall be a Cobra Head or Floodlight comprised of a bracket, the lead wires and a luminaire, including lamp, reactor and control.

2. Standard Installations. In connection with the standard service provided herein, the Company will install, own and maintain all facilities within highway limits, and all standard service-supply lines and all Lighting Units. The customer will install, own and maintain all poles on the customer's property and all service extensions on the customer's property from the Company's standard service-supply lines.

(C) Indicates Change

RATE POL PRIVATE OUTDOOR LIGHTING (continued)

Investment by the Company under standard conditions of supply will be limited to that warranted by three times the prospective revenue recovered through the Company's tariffed Variable Distribution Service Charge. Any additional investment will be assumed by the customer.

Standard supply to lighting installations will be from aerial wires, except that, at the option of the Company, in areas where its other distribution facilities are underground, supply may be underground.

For underground supply furnished at the request of the customer where aerial supply would be normal, the Company will assume the cost up to the amount it would normally have invested and the additional cost shall be assumed by the customer.

3. Non-Standard installations. The Company may offer non-standard lighting units and installations in addition to those listed above in the Monthly Rate Table. For customers requesting such service, there will be an additional charge, as specified in the customer's contract based on the incremental cost over that listed in the Monthly Rate Table.

4. Location and Authorization. Lighting Units shall be installed at locations and upon structures approved by the Company and in positions permitting servicing from a ladder truck. Customer construction shall meet the Company's standards which are based upon the National Electrical Code.

The customer shall obtain and submit any permits or other authority requisite to the installation and operation of the Lighting Units served hereunder.

5. Service. Each lamp shall be controlled by a photoelectric cell which shall operate to energize the lamp during periods of darkness to de-energize it during other periods. The service shall include the supply of lamps and their renewal when burned out. Renewal of lamps will be made only during regular daytime working hours after notification by the customer of the necessity. (C)

6. Outage Allowances. Written notice to the Company prior to 4:00 p.m. of the failure of any light to burn on the previous night shall entitle the customer to a pro rata reduction in the charges under this rate for the hours of failure if such failure continues for a period in excess of 24 hours after the notice is received. Allowances will not be made for outages resulting from riot, fire, storm, flood, interference by civil or military authorities, or any other cause beyond the Company's control.

7. Equipment Removal. If the customer requests that the Company remove or replace any existing street lighting installation, except incandescent lights, the Company will charge for removal or replacement of the street lighting installations and the associated poles and conductors used exclusively for the street lighting installation. The Company's charge will include the cost of removal or replacement plus the estimated remaining book value of the removed or replaced equipment less salvage.

8. Location, Authorization and Protection. The location of lamps to be supplied is to be approved by the properly designated authorized representative of the customer and the customer shall furnish any requisite authority for the erection and maintenance of poles, wires, luminaries and other equipment necessary to operate the lamps at the approved locations. The customer shall protect the Company from damage to the lighting system to the extent of their ability. At the expense of the customer, the Company will relocate a lamp to a new location after receiving a written request from the customer.

TERM OF CONTRACT.

The initial contract term for each Lighting Unit shall be for at least three years.

PAYMENT TERMS.

Standard

(C) Indicates Change

PECO Energy Company

RATE SL-P STREET LIGHTING IN CITY OF PHILADELPHIA

AVAILABILITY.

For the safety and convenience of the public, only to a governmental agency, municipal, state or federal, for outdoor lighting of streets, highways, bridges, parks or similar places located within the City of Philadelphia, including directional highway signs at locations where other outdoor lighting service is provided hereunder, and by incandescent filament, mercury-vapor, fluorescent or sodium-vapor lamps of standard sizes and types approved by the Company, only if the customer installs, owns and maintains all Utilization Facilities as hereinafter defined. Service will be provided under this rate for street Lighting Units supported in a conventional manner such as on poles, posts, brackets or hangers, and under conditions of installation and supply acceptable to the Company.

CHARACTERISTICS OF SUPPLY.

Service under this rate will be from series 6.6 ampere circuits or from standard single-phase secondary circuits, as specified by the Company, except that, where conditions require, or where existing standard secondary circuits are not available, the Company at its option may supply service from nonstandard secondary circuits, providing nominally 240 volts.

MONTHLY RATE TABLE.

FIXED DISTRIBUTION SERVICE CHARGE:

For Lighting Units in service as of the fifteenth day of the month.

\$ 8.78 per Lighting Unit supplied from standard secondary (aerial or underground) circuits where the customer owns the individual control for such Lighting Unit.

\$ 8.96 per Lighting Unit supplied from aerial (series or secondary) circuits where the Company provides group controls.

\$12.50 per Lighting Unit supplied from underground (series or secondary) circuits where the Company provides group controls.

VARIABLE DISTRIBUTION SERVICE CHARGE:

0.15¢ per watt.

0.79¢ per kWh of energy billed

COMPETITIVE TRANSITION CHARGE:

~~0.18¢ per watt.~~ (I)

~~1.38¢ per kWh of energy billed~~ (I)

ENERGY SUPPLY AND CAPACITY CHARGE: The following Energy and Capacity Charges will apply to the customer if the customer receives Default PLR Service. These charges are not applicable to the customer if it obtains Competitive Energy Supply:

~~0.15¢ per watt~~ (I)

~~2.95¢ per kWh Refer to the Generation Supply Adjustment Procurement Class 2 Charge Default Service Generation Charge (C)~~

TRANSMISSION SERVICE FOR CUSTOMERS RECEIVING DEFAULT PLR SERVICE: Unless such a customer is able to obtain transmission service on its own, PECO Energy will provide transmission service, and will impose charges on such a customer for such transmission service. (C)

MINIMUM CHARGE: The minimum charge per month will be the Fixed Distribution Service Charge.

STATE TAX ADJUSTMENT CLAUSE, AND MITIGATION PLAN SURCHARGE NUCLEAR DECOMMISSIONING COST ADJUSTMENT APPLY TO THIS RATE.

LIGHTING UNIT.

A Lighting Unit shall comprise each lighting installation which is separately connected to a delivery point on the Company's series or secondary circuit.

DETERMINATION OF BILLING DEMAND.

The wattage, expressed to the nearest tenth of a watt, of a Lighting Unit shall be composed of manufacturer's rating of its lamps, ballasts, transformers, individual controls and other load components required for its operation. The aggregate of wattages of all Lighting Units in service as of the fifteenth day of a month shall constitute the billing demand for the month.

DETERMINATION OF ENERGY BILLED.

The energy use for a month of a Lighting Unit shall be computed to the nearest kilowatt-hour as the product of one-thousandth of its wattage and the effective hours of use of such wattage during the calendar month under the established operation schedules approved by the authorized representatives of the customer and the Company. The aggregate of the kilowatt-hours thus computed for all Lighting Units in service as of the fifteenth day of a month shall constitute the energy billed for the month.

(C) Indicates Change/Increase

RATE SL-P STREET LIGHTING IN CITY OF PHILADELPHIA (continued)

TERMS AND CONDITIONS.

1. Ownership and Type of Control Facilities.
 - a. Lighting Units Supplied from Standard Secondary Circuits: customer shall provide, own and maintain for each of such Lighting Units, the individual control of a type approved by the Company except that, at the option of the customer, the Company will continue to provide group control facilities presently in service.
 - b. Lighting Units Supplied from Series and from Nonstandard Secondary Circuits: Company will provide, own and maintain group control facilities.
2. Ownership of Utilization Facilities.
 - a. Lighting Units Supplied from Aerial Circuits: customer shall provide, own and maintain the Utilization Facilities comprising the brackets, hangers, luminaries, lamps, ballasts, transformers, individual controls (where used) and other components required for the operation of such Lighting Units, conductors, molding and supporting insulators between the lamp receptacles and line wires of the Company's distribution facilities.

Company shall provide the supporting pole or post for such aerially supplied Lighting Unit and will issue authorization to permit the customer to install thereon the said Utilization Facilities.
 - b. Lighting Units Supplied from Underground Circuits: customer shall provide, own and maintain the Utilization Facilities comprising the supporting pole or post, foundation with 90-degree pipe bend, brackets or hangers, luminaries, lamps, ballasts, transformers, individual controls (where used) and other components required for the operation of such Lighting Units, conductors and conduits from the lamp receptacles to sidewalk level, or in special cases, such as Federally and State financed limited access highways, to a delivery point designated by the Company on its secondary voltage circuit, and shall assume all costs of installing such Utilization Facilities.

Where vertical extensions are required on foreign-owned posts for the support of such underground supplied Lighting Units, the extension shall be provided and owned by the customer. Rentals incurred on such foreign-owned posts shall be the responsibility of the customer.

Except as provided in 5 hereof, the Company shall own conduit from the distribution circuit to the 90-degree pipe bend, shall own conductors from its distribution system to the designated delivery point or the sidewalk level as specified in 2b, and shall provide sufficient length of conductors for splicing at the designated delivery point or in the post base where sidewalk level access is provided. Where a splicing chamber is provided in the post base, the customer shall provide space for any relays or similar devices required for the operation on the street lighting circuit.
3. Standards of Construction for Utilization Facilities. Customer construction shall meet the Company's standards which are based upon the National Electrical Safety Code. Designs of proposed construction deviating from such standards shall be submitted to the Company for approval before proceeding with any work.
4. Power Factor. The Utilization Facilities provided by the customer shall be of such a nature as to maintain the power factor of each Lighting Unit at not less than 85%.
5. Supply Facilities. Lighting service shall be provided from distribution facilities and equipment, including group control facilities where required, installed at the cost and expense of the Company and owned and controlled by it, except that in locations (such as bridges, overpasses, underpasses and limited access highways) where Company ownership of conduit, manholes or vaults may not be practical for reasons beyond its control, the customer shall make available at no expense to the Company, space for the Company's distribution facilities required in rendering service under this rate.
6. Connection of Lighting Units. For new Lighting Units, relocated Lighting Units and for any modernization or maintenance work involving connections to the Company's distribution circuits. In accordance with the provisions of 2, the customer shall provide sufficient length of conductors to permit the Company to make taps at the top of the pole for aerial circuits, or for splices to underground circuits at the designated delivery point on the Company's secondary voltage circuit, or at the splicing chamber in the post base (where provided), or at the nearest available manhole, handhole or splice box (where such splicing chamber is not provided). In the latter case, the customer will bill the Company for the cost of the conductors from the sidewalk level to the manhole, handhole or splice box. All work done by the customer that may involve Company street lighting, control, and other distribution circuits shall be performed under Company permit and blocking procedures.
7. Location and Type of Installation. The prices of the rate apply to street lighting service under conditions named herein at locations designated by the properly authorized representatives of the customer.
8. Service. Lighting service will be operated on all-night, every-night lighting schedules, to be approved by the authorized representatives of the customer and the Company, under which lights normally are turned on after sunset and off before sunrise. Extended lighting service during all daylight hours will be provided for lamps specified by the customer.

RATE SL-P STREET LIGHTING IN CITY OF PHILADELPHIA (continued)

9. Change in Size of Type of Lighting Units. Written notice of any planned change in size or type of any components of Lighting Units by locations shall be furnished by the customer to the Company or less than 10 days prior to the effective date of such change. The customer shall be responsible for notification to the Company of any changes made in manufacturer's wattage ratings of Lighting Units used.

10. Service Maintenance. Upon receipt of report of Lighting Unit or Units not burning, the Company will determine the cause of failure and will restore service on street lighting or distribution circuit and control equipment, disconnecting if necessary any faulty Lighting Units from the circuit. Customer will make necessary repairs between the lamp receptacle of the faulty Lighting Unit or Units and the point of connection to the Company's street lighting or distribution circuit. In the event the fault is located in the Company owned facilities, the customer will bill the Company for this portion of the replaced facilities.

11. Authorization and Protection. The customer shall, to the extent of ability, furnish any requisite authority for the erection and maintenance of poles wires, fixtures and other equipment necessary to operate the lights at the locations and under the conditions designated, and shall protect the Company from malicious damage to the light system.

12. Additional Lighting. Lighting service for additional lamps installed by the customer will be provided by the Company upon written notice from the customer specifying the locations of the installations unless the proposed additional lighting makes the investment or cost of providing distribution equipment excessive. In which case a portion of the investment or cost shall be borne by the customer subject to agreement between the customer and the Company.

13. Relocation of Lighting Units. Where a pole is replaced by the Company at its own option, it shall be the customer's responsibility to have the Utilization Facilities transferred from the old to the new pole.

14. Outage Allowance. The Company will use reasonable diligence to provide a continuous, regular and uninterrupted supply of service and the customer will use reasonable diligence to protect the lighting system. In lieu of determination of the actual hours of Lighting Unit outages resulting from a failure of any light to burn for any reason, a deduction of 0.20% of the sum of the Company's monthly Variable Distribution Service and CTC Charges will be made on the monthly bill. If the customer receives Default PLR service, the outage allowance (C)

will also apply to the Energy & Capacity and Transmission Charges. The Company shall not be liable for service interruptions as a result of the customer's failure to protect the lighting system, or as a result of riot, fire, storm, flood, interference by civil or military authorities or any other cause beyond its control.

TERM OF CONTRACT.

The initial contract term for each lighting unit shall be for at least one year.

PAYMENT TERMS.

Bills will be rendered monthly.

(C) Denotes Change

PECO Energy Company

RATE SL-S STREET LIGHTING-SUBURBAN COUNTIES**AVAILABILITY.**

Outdoor lighting of streets, highways, bridges, parks and similar places located in Suburban Counties.

ANNUAL RATE TABLE - MANUFACTURER'S RATING OF LAMP SIZES.**Incandescent Filament Lamps**

Size of Lamp	Billing Watts	Distribution	CTC	Energy & Capacity
320 Lumens	32	\$ 75.45	\$ 13.98	\$20.23 (C)
600 Lumens	58	\$105.14	\$ 19.47	\$28.19 (C)
1,000 Lumens	103	\$147.47	\$ 27.33	\$39.53 (C)
2,500 Lumens	202	\$202.94	\$ 37.58	\$54.41 (C)
6,000 Lumens	448	\$231.54	\$ 42.88	\$62.08 (C)
10,000 Lumens	690	\$277.20	\$ 51.33	\$74.32 (C)

Mercury Vapor Lamps

Size of Lamp	Billing Watts	Distribution	CTC	Energy & Capacity
4,000 Lumens	115	\$173.54	\$32.15	\$46.53 (C)
8,000 Lumens	191	\$183.29	\$33.95	\$49.13 (C)
12,000 Lumens	275	\$195.43	\$36.20	\$52.40 (C)
20,000 Lumens	429	\$229.57	\$42.52	\$61.54 (C)
42,000 Lumens	768	\$327.02	\$60.58	\$87.67 (C)
59,000 Lumens	1,090	\$368.61	\$68.28	\$98.83 (C)

Sodium-Vapor Lamps

Size of Lamp	Billing Watts	Distribution	CTC	Energy & Capacity
5,800 Lumens	94	\$172.24	\$31.90	\$46.18 (C)
9,500 Lumens	131	\$187.28	\$34.68	\$50.20 (C)
16,000 Lumens	192	\$210.34	\$38.06	\$56.39 (C)
25,000 Lumens	294	\$238.97	\$44.26	\$64.06 (C)
50,000 Lumens	450	\$284.73	\$52.73	\$76.34 (C)

Refer to the Default Service Generation Charge

STATE TAX ADJUSTMENT CLAUSE, NUCLEAR DECOMMISSIONING COST ADJUSTMENT AND MITIGATION PLAN SURCHARGE APPLY TO THIS RATE.

The ENERGY SUPPLY CHARGE: Refer to the Generation Supply Adjustment, Procurement Class 2 Energy and Capacity Charges set forth above will apply to the customer if the customer receives Default PLR Service. These charges are not applicable to the customer if it obtains Competitive Energy Supply. (C)

TRANSMISSION SERVICE FOR CUSTOMERS RECEIVING DEFAULT PLR-SERVICE: Unless such a customer is able to obtain transmission service on its own, PECO Energy will provide transmission service, and will impose charges on such a customer for such transmission service. (C)

GENERAL PROVISIONS.

- Service.** The lighting service will be operated on an all-night, every-night lighting schedule of approximately 4,100 hours annual burning time (average monthly burning hours = 341.11 hours), under which lights are turned on after sunset and off before sunrise. It includes the supply of lamps and their removal when burned out or broken.
- Outage Allowances.** Written notice to the Company prior to 4:00 pm of the failure of any light to burn on the previous night shall entitle the customer to a pro rata reduction to the Company's monthly Variable Distribution Service and CTC charges. If the customer receives Default PLR-service, the outage allowance will also apply to the Energy & Capacity and Transmission Charges. The monthly bill will be adjusted, pro rate, for the hours of failure if such failure continues for a period in excess of 12 hours after the notice is received. Allowances will not be made for outages resulting from the customer's failure to protect the lighting system or from riot, fire, storm, flood, interference by civil or military authorities, or any other cause beyond the Company's control. (C)
- Lighting Installations.** The prices in the Rate Table apply to all Company-approved installations for (a) federal, state, county and municipal authorities and community associations entering into a contract for lighting service; and (b) building operation developers for lighting, during the development period, of streets that are to be dedicated, where the municipality has approved the lighting and agreed to subsequently assume the charges for it under a standard contract.

Standard lighting installations under standard conditions of supply will be made on the public highways at the expense of the Company to the extent warranted by the revenue in prospect, any additional investment to be assumed by the customer.

(C) Denotes Change Indicates Increase

RATE SL-S STREET LIGHTING-SUBURBAN COUNTIES (continued)

Standard supply to lighting installations will be from aerial wires, except that, at the option of the Company, in areas where its other electric distribution facilities are underground, supply may be underground.

For underground supply furnished at the request of the Company where aerial supply would be normal, or for other than standard installations made at the request of the customer and of a type approved by the Company, the Company will assume the cost up to the amount it would normally have invested and the additional cost shall be assumed by the customer.

The installation cost of lighting on private property, or for contracts of less than standard term, shall be paid by the customer.

Title to all lighting installations of a type approved by the Company shall be vested in the Company and all necessary maintenance, repair and replacement of equipment in such installations will be made by the Company. Maintenance, repair and replacement of nonstandard equipment shall be at the expense of the customer.

4. Excess Costs. In cases where the remote location of the proposed new or additional lighting, or the number or spacing of the lamps, or the lack of necessary supply lines or any other reason makes the cost of installation excessive, such excess costs shall be assumed by the customer as mutually agreed.

5. Location, Authorization and Protection. The location of lamps to be supplied is to be approved by the properly designated authorized representative of the customer and the customer shall furnish any requisite authority for the erection and maintenance of poles, wires, luminaries and other equipment necessary to operate the lamps at the approved locations. The customer shall protect the Company from damage to the lighting system to the extent of the customer's ability. At the expense of the customer, the Company will relocate a lamp to a new location after receiving a written request from the customer.

6. Equipment Removal. If the customer requests that the Company remove or replace any existing street lighting installation, except incandescent lights, the Company will charge for removal or replacement of the street lighting installations and the associated poles and conducts used exclusively for the street lighting installation. The Company's charge will include the cost of removal or replacement plus the estimated remaining life value of the removed or replaced equipment less salvage.

PAYMENT TERMS.

Bills will be rendered monthly. Each month, for the purpose of prorating the price, shall be considered 1/12 of a year.

TERM OF CONTRACT.

The initial contract term for each lighting installation shall be for at least three years.

PECO Energy Company

Superseding Ninth Revised Page No. 58

RATE SL-E STREET LIGHTING CUSTOMER-OWNED FACILITIES

AVAILABILITY. ~~(SLE Rider?)~~

To any governmental agency for outdoor lighting provided for the safety and convenience of the public of streets, highways, bridges, parks or similar places located outside of the City of Philadelphia, including directional highway signs at locations where other outdoor lighting service is established hereunder only if all of the utilization facilities, as defined in Terms and Conditions in this Base Rate, are installed, owned and maintained by a governmental agency.

This rate is also available to community associations of residential property owners both inside and outside the City of Philadelphia for the lighting of streets that are not dedicated. This rate is not available to commercial or industrial customers. All facilities and their installation shall be approved by the Company.

A qualified agency or association may receive service under this tariff effective with their first scheduled billing cycle beginning after September 6, 1999.

MONTHLY RATE TABLE.

SERVICE LOCATION DISTRIBUTION CHARGE:	\$7.11 per Service Location (as defined below)	
COMPETITIVE TRANSITION CHARGE:	0.16¢ per Watt	(I)
	1.02¢ per kWh	(I)

ENERGY SUPPLY AND CAPACITY CHARGE: The following Energy and Capacity Charges will apply to the customer if the customer receives Default PLR Service. These charges are not applicable to the customer if it obtains Competitive Energy Supply.

	0.33 ¢ per Watt	
	3.46 ¢ per kWh	Refer to the Generation Supply Adjustment Procurement Class 2 Charge
	(C)	

TRANSMISSION SERVICE FOR CUSTOMERS RECEIVING DEFAULT PLR SERVICE: Unless such a customer is able to obtain transmission service on its own, PECO Energy will provide transmission service, and will impose charges on such a customer for such transmission service.

STATE TAX ADJUSTMENT CLAUSE, NUCLEAR DECOMMISSIONING COST ADJUSTMENT AND MITIGATION PLAN SURCHARGE APPLY TO THIS RATE.

SERVICE LOCATION.

A Service Location shall comprise each lighting installation and must be separately connected to a delivery point on the Company's secondary circuit.

DETERMINATION OF BILLING DEMAND.

The wattage, expressed to the nearest tenth of a watt, of a Service Location shall be composed of manufacturer's rating of its lamps, ballasts, transformers, individual controls and other load components required for its operation. The aggregate of wattages of all Service Locations in service shall constitute the billing demand for the month.

DETERMINATION OF ENERGY BILLED.

The energy use for a month of a Service Location shall be computed to the nearest kilowatt-hour as the product of one-thousandth of its wattage and the effective hours of use of such wattage during the calendar month under the established operation schedules as set forth under Terms and Conditions, Paragraph 6 Service. The aggregate of the kilowatt-hours thus computed for all Active Service Locations shall constitute the energy billed for the month.

TERMS AND CONDITIONS.

1. Ownership of Utilization Facilities.

a. Service Locations Supplied from Aerial Circuits: customer shall provide, own and maintain the Utilization Facilities comprising the brackets, hangers, luminaries, lamps, ballasts, transformers, individual controls, conductors, molding and supporting insulators between the lamp receptacles and line wires of the Company's distribution facilities and any other components as required for the operation of each Service Location.

The Company shall provide the supporting pole or post for such aerially supplied Service Location and will issue authorization to permit the customer to install thereon the said Utilization Facilities.

b. Service Locations Supplied from Underground Circuits: customer shall provide, own and maintain the Utilization Facilities comprising the supporting pole or post, foundation with 90-degree pipe bend, brackets or hangers, luminaries, lamps, ballasts, transformers, individual controls, conductors and conduits from the lamp receptacles to sidewalk level, or in special cases, such as Federally and State financed limited access highways, to a delivery point designated by the Company on its secondary voltage circuit, and shall assume all costs of installing such utilization facilities.

Except as provided in Paragraph 4 Supply Facilities, the Company shall own conduit from the distribution circuit to the 90-degree pipe bend, shall own conductors from its distribution system to the designated delivery point and shall provide sufficient length of conductors for splicing at the designated delivery point or in the post base where sidewalk level access is provided.

2. **Standards of Construction for Utilization Facilities.** Customer construction shall meet the Company's standards which are based upon the National Electrical Safety Code. Designs of proposed construction deviating from such standards shall be submitted to the Company for approval before proceeding with any work.

(C) Indicates Change Increase

RATE SL-E STREET LIGHTING CUSTOMER-OWNED FACILITIES (continued)

3. **Power Factor.** The Utilization Facilities provided by the customer shall be of such a nature as to maintain the power factor of each Lighting Unit at not less than 85%.

4. **Supply Facilities.** Lighting service shall be supplied from distribution facilities and equipment installed, owned and maintained by the Company. A customer contribution for new, additional or relocated lighting service may be required as described in Paragraph 10.

Where Company ownership of conduit, manholes or vaults may not be practical for reasons beyond its control (such as bridges, overpasses, underpasses and limited access highways), the customer shall make available at no expense to the Company, space for the Company's distribution facilities required in rendering service under this rate.

5. **Connection of Service Location.** For new, additional or relocated Service Locations and for any modernization or maintenance work involving connections to the Company's distribution circuits, the customer will provide sufficient length of conductors to permit the Company to make taps at the top of the pole for aerial circuits, or for splices to underground circuits at the designated delivery point on the Company's secondary voltage circuit. All work done by the customer that may involve Company street lighting, control, and other distribution circuits shall be performed under Company permit and blocking procedures.

6. **Service.** Lighting service will be operated on all-night, every-night lighting schedules, under which lights normally are turned on after sunset and off before sunrise with approximately 4,100 annual operating hours. Extended lighting service during all daylight hours will be supplied for lamps specified by the customer.

7. **Change in Size and Type of Service Locations.** Written notice of any planned change in size or type of any components of Service Locations shall be furnished by the customer to the Company not less than 10 days prior to the effective date of such change. The customer shall be responsible for notification to the Company of any changes made in manufacturer's wattage ratings at any Service Location.

8. **Service Maintenance.** Upon receipt of report of a Service Location not receiving power, the Company will determine the cause of power failure and will restore service to the distribution circuit and control equipment, disconnecting, if necessary, any faulty Service Location from the circuit. Customer will make necessary repairs between the lamp receptacle of the faulty utilization facilities and the point of connection to the Company's distribution circuit. In the event the fault is located in the Company owned facilities, the customer will bill the Company for this portion of the replaced facilities.

9. **Authorization and Protection.** The customer shall, to the extent of one's ability, furnish any requisite authority for the erection and maintenance of poles, wires, fixtures and other equipment necessary to operate the lights at the locations and under the conditions designated, and shall protect the Company from malicious damage to the lighting system.

10. **New, Additional or Relocated Lighting.** The total costs to provide lighting service for new, additional or relocated lamps installed by the customer shall be subject to a revenue test. If the costs exceed the estimated revenue recovered through the Company's tariffed Variable Distribution Service Charges for four years, a customer contribution for all excess costs will be required.

11. **Relocation of Service Locations.** Where a pole is replaced by the Company at its own option, it shall be the customer's responsibility to have the Utilization Facilities transferred from the old to the new pole.

TERM OF CONTRACT.

The initial contract term for each Service Location shall be for at least one year.

PAYMENT TERMS.

Bills will be rendered monthly.

PECO Energy Company

RATE TL TRAFFIC LIGHTING SERVICE

AVAILABILITY.

To any municipality using the Company's standard service for electric traffic signal lights installed, owned and maintained by the municipality.

CURRENT CHARACTERISTICS.

Standard single-phase secondary service.

RATE TABLE.

VARIABLE DISTRIBUTION SERVICE CHARGE: 2.14¢ per kWh

COMPETITIVE TRANSITION CHARGE: ~~3.31¢ per kWh~~ (D)

~~ENERGY SUPPLY AND CAPACITY CHARGE: The following Energy and Capacity Charges will apply to the customer if the customer receives Default PLR Service. These charges are not applicable to the customer if it obtains Competitive Energy Supply.~~

~~6.77¢ per kWh — Refer to the Generation Supply Adjustment Procurement Class~~
~~2 Default Service Generation Charge~~ (C)

TRANSMISSION SERVICE FOR CUSTOMERS RECEIVING DEFAULT PLR SERVICE: Unless such a customer is able to obtain transmission service on its own, PECO Energy will provide transmission service, and will impose charges on such a customer for such transmission service. (C)

STATE TAX ADJUSTMENT CLAUSE, NUCLEAR DECOMMISSIONING COST ADJUSTMENT AND MITIGATION PLAN SURCHARGE APPLY TO THIS RATE. (C)

SPECIAL RULES AND REGULATIONS.

The use of energy will be estimated by the Company on the basis of the size of lamps and controlling apparatus and the burning-hours. The customer shall immediately notify the Company whenever any change is made in the equipment or the burning-hours, so that the Company may forthwith revise its estimate of the energy used.

The Company shall not be liable for damage to person or property arising, accruing or resulting from the attachment of the signal equipment to its poles, wires, or fixtures.

MINIMUM CHARGE.

\$3.56 per month per signal light.

TERM OF CONTRACT.

The initial contract term for each signal light installation shall be for at least one year.

PAYMENT TERMS.

Standard.

(C) Indicates Change
(D) Indicates Decrease
(I) Indicates Increase

RATE BLI BORDERLINE INTERCHANGE SERVICE**AVAILABILITY.**

Electric service supplied under reciprocal agreements, to neighboring electric utilities for resale in their adjacent territory at delivery points where the Company in its judgment can provide capacity in excess of the requirements of present and prospective customers in its own territory and for periods fixed by contract and terminable after the expiration of the initial term if capacity is no longer available.

CURRENT CHARACTERISTICS.

Standard primary or secondary service.

MONTHLY RATE TABLE.**INVESTMENT CHARGE:**

An amount equal to 1% per month on the additional investment in facilities required to deliver and meter the service supplied.

BORDERLINE INTERCHANGE SERVICE CHARGE:

14.86¢ per kWh. ~~(recalculate)~~ _____

STATE TAX ADJUSTMENT CLAUSE, NUCLEAR DECOMMISSIONING COST ADJUSTMENT APPLY TO THIS RATE.

MEASUREMENT.

The energy delivered may be metered or may be estimated from the purchaser's resales plus an agreed-upon correction to cover transformation and distribution losses.

TERM OF CONTRACT.

The initial contract term shall be for at least five years, and thereafter from year to year until terminated by 60 days' notice from either party.

PAYMENT TERMS.

Payment of amounts billed shall be made within 15 days from date of bill.

RATE EP ELECTRIC PROPULSION

AVAILABILITY.

This rate is available only to the National Rail Passenger Corporation (AMTRAK) and to the Southeastern Pennsylvania Transportation Authority (SEPTA) for untransformed service from the Company's standard high-tension lines, where the customer installs, owns, and maintains any transforming, switching and other receiving equipment required and where the service is provided for the operation of electrified transit and railroad systems and appurtenances.

CURRENT CHARACTERISTICS.

Standard sixty hertz (60 Hz) high-tension service.

MONTHLY RATE TABLE.

FIXED DISTRIBUTION SERVICE CHARGE: \$1,263.68 per delivery point

~~METERING AND BILLING CREDITS A customer receiving Advanced Meter Services from a AMSP other than the Company will receive a credit on the Fixed Distribution Service Charge equal to the Total Metering Credit set forth for this Base Rate in Appendix B to the Joint Petition for Full Settlement. A customer receiving Consolidated EGS Billing will receive a credit on the Fixed Distribution Service Charge equal to the Billing and Collection Credit set forth for this Base Rate in Appendix B to the Joint Petition for Full Settlement.~~

VARIABLE DISTRIBUTION SERVICE CHARGE:

\$3.03 per kW of billing demand

0.23¢ per kWh

COMPETITIVE TRANSITION CHARGE:

~~\$5.67 per kW of billing demand~~

~~0.44¢ per kWh~~

ENERGY SUPPLY AND CAPACITY CHARGE: The following Energy and Capacity Charges will apply to the customer if the customer receives Default PLR Service. These charges are not applicable to the customer if it obtains Competitive Energy Supply.

~~\$8.73 per kW of billing demand~~

~~2.33 per kWh Refer to the Generation Supply Adjustment Procurement Class 4~~

TRANSMISSION SERVICE FOR CUSTOMERS RECEIVING DEFAULT PLR SERVICE: Unless such a customer is able to obtain transmission service on its own, PECO Energy will provide transmission service, and will impose charges on such a customer for such transmission service.

TIME-OF-USE ADJUSTMENT:

There will be a credit for energy use during off-peak hours and an additional charge for energy use during on-peak hours. On-peak hours are defined as the hours between 8:00 am and 8:00 pm, Eastern Standard Time or Daylight Savings Time, whichever is in common use, daily except Saturdays, Sundays and holidays; except that the on-peak hours will end at 4:00 pm on Fridays. Off-peak hours are defined as the hours other than those specified as on-peak hours. The credits and charges are as follows:

	Summer Months (June through September)	Winter Months (October through May)
Off-peak credit	0.21¢ per kWh	0.21¢ per kWh
On-peak charge	0.58¢ per kWh	0.22¢ per kWh

If the customer receives Default PLR Service, the rate adjustments shall apply. They shall not apply if the customer obtains competitive energy supply. Refer to the Default Service Generation Charge

HIGH VOLTAGE DISTRIBUTION DISCOUNT:

For delivery points supplied at 33,000 volts: 7¢ per kW

For delivery points supplied at 69,000 volts: 28¢ per kW for first 10,000 kW of measured demand.

For delivery points supplied over 69,000 volts: 28¢ per kW for first 100,000 kW of measured demand.

STATE TAX ADJUSTMENT CLAUSE, NUCLEAR DECOMMISSIONING COST-ADJUSTMENT APPLY TO THIS RATE.

DETERMINATION OF BILLING DEMAND.

The billing demand will be computed to the nearest kilowatt and will never be less than the measured demand, adjusted for power factor in accordance with the Rules and Regulations, nor less than 5,000 kilowatts. Additionally, during the eight months of October through May the billing demand will not be less than 40% of the maximum demand specified in the contract nor less than 80% of the highest billing demand in the preceding months of June through September ~~September excluding energy supply charges (applied on an unbundled basis).~~

~~There will be a one-time waiver of the application of the previous sentence as it relates to minimums associated with PLR Energy and Capacity charges the first time a customer at a service location elects to receive Competitive Energy Supply. This one-time waiver is specific to a particular service location unless a new entity has assumed operation of the service location from a customer which has ceased operations at that location as a result of dissolution provided the new entity was not created through merger, partnership, joint venture, acquisition and/or any other type of combined business structure with the former customer.~~

CONJUNCTIVE BILLING OF MULTIPLE DELIVERY POINTS.

If the load of a customer located at a delivery point becomes greater than the capacity of the circuits established by the Company to supply the customer at that delivery point, upon the written request of the customer, the Company will establish a new delivery point &

(C) Indicates Change

(D) Indicates Decrease

(I) Indicates Increase

RATE EP ELECTRIC PROPULSION (continued)

bill the customer as if it were delivering and metering the two services at a single point, as long as installation of the new service is, in the Company's opinion, less costly for the Company than upgrading the service to the first delivery point.

PECO Energy Company

RATE AL - ALLEY LIGHTING IN CITY OF PHILADELPHIA

APPLICABILITY. To multiple, unmetered lighting service supplied the City of Philadelphia to operate incandescent lamps and appurtenances installed, owned and maintained by the City, which assumes the cost involved in making the connections to the Company's facilities.

LIGHTING DISTRIBUTION SERVICE DEFINED. All-night outdoor lighting of alleys and courts by incandescent lights installed on poles or supports supplied by the City.

NOTICE TO COMPANY. The City shall give advance notice to the Company of all proposed new installations or of the replacement or reconstruction of existing installations. The City shall advise the Company as to each new installation or change in the equipment or connected load of an existing installation, including any change in burning hours and the date on which such new or changed operation took effect.

MONTHLY RATE TABLE.

VARIABLE DISTRIBUTION SERVICE CHARGE: 11.29¢ per kWh
COMPETITIVE TRANSITION CHARGE: 1.09¢ per kWh (†)

~~ENERGY SUPPLY AND CAPACITY CHARGE: The following Energy and Capacity Charges will apply to the customer if the customer receives Default PLR Service. These charges are not applicable to the customer if it obtains Competitive Energy Supply.~~

~~1.79¢ per kWh~~
~~Refer to the Generation Supply Adjustment Procurement Class 2~~ (†)

~~TRANSMISSION SERVICE FOR CUSTOMERS RECEIVING DEFAULT PLR SERVICE: Unless such a customer is able to obtain transmission service on its own, PECO Energy will provide transmission service, and will impose charges on such a customer for such transmission service.~~ (C)

~~STATE TAX ADJUSTMENT CLAUSE, NUCLEAR DECOMMISSIONING COST ADJUSTMENT CLAUSE AND MITIGATION PLAN SURCHARGE APPLY TO THIS RATE~~ (C)

PLAN OF MONTHLY BILLING.

Bills may be rendered in equal monthly installments, computed from the calculated annual use of energy, adjusted each month to give effect to any new or changed rate of annual use, by reason of changes in the City's installation, with charge or credit for fractional parts of the month during which a change occurred.

LIABILITY PROVISION.

The Company shall not be liable for damage, or for claims for damage, to persons or property, arising, accruing or resulting from, installation, location or use of lamps, wires, fixtures and appurtenances; or resulting from failure of any light, or lights, to burn for any cause whatsoever.

TERM OF CONTRACT.

The initial contract term for each lighting unit shall be for at least one year.

(†) Indicates Change/Increase

PECO Energy Company

APPLICABILITY INDEX OF RIDERS
Introductory Statement

Customers under different rates of this Tariff frequently desire services or present situations and conditions of supply which require special supply terms, charges or guarantees or which warrant modification of the amount or method of charge from the prices set forth in the Base Rate under which they are provided service. Modifications for such conditions are defined by rider provisions included as a part of this Tariff. Riders may be employed when applicable, with or without signed agreement between the customer and the Company as the case may require, notwithstanding anything to the contrary contained in the Base Rate to which the rider is applied.

Riders	Page No.	R	RT	RH	RS	OP	GS	PD	HT	POL	SL-P	SL-S	SL-E	EP	BLI	AL
Auxiliary Service	63-6466	X	X	X	X	X	X	X	X							
CAP Rider	66-6968A-68D	X		X												
Capacity Reservation	69								X							
Casualty	70	X	X	X	X	X	X	X	X					X		
Construction	71							X	X					X		
Cooling Therm. Storage HT	72								X							
Curtailment HT	73								[5]							
Economic-Efficiency Economic Development Rider	7374						X		X							
Emergency Energy Conservation	7476								X					X		
Employment & Economic Recovery	77						[3]	X	X							
Incremental Process	80						X	X	X							
IR-1 Interruptible Mandatory	75-7682								X							
IR-2 Interruptible Voluntary & system Reliability	77-7884A						X	X	X							
Investment Return Guarantee	7985						X	X	X							
Keystone-Opportunity Zone-Rider	85A						X	X	X							
LILR	86								[4]					[4]		
Night Service GS	8089						X									
Night Service HT	8190								X					X		
Night Service PD	8291							X								
Off-Peak	92							[2]	[2]							
Receivership	8393	X	X	X	X	X	X	X	X							
Residential Direct Load Control	84	X	X	X	X											
Seasonal Capacity Charge	8504								X							
Temporary Service	8695	X		X	X	X	X	X	X							
Transformer Rental	8796							[1]	[1]							
SL-E ^[6] Voluntary Market Price Transition Deferral Rider	8896A															
Wind Energy Service	8996B	X		X			X	X	X					X		

NOTES: [1] Rider restricted to customers served prior to October 15, 1963.
 [2] Rider restricted to customers served as of October 5, 1972.
 [3] Effective June 3, 1985 this rider is available under Rate GS, but only when the qualifying or new service location is in an Enterprise Development Area as described in Title 12, Chapter 121 of the Pennsylvania Code.
 [4] Rider restricted to customers under contract on December 1, 1995.

~~[5] Rider restricted to customers under contract on January 1, 1999.~~

~~[6] Rider restricted to qualified governmental agencies and community associations that were served under Base Rate SL-E as of 7/8/99. (C)~~

(C) Indicates Change

Issued ~~September 10, 2008~~ October 20, 2004

Effective ~~January 1, 2011~~ November 5, 2004

PECO Energy Company

AUXILIARY SERVICE RIDER

APPLICABILITY. To customers, including but not limited to, Qualifying Facilities or Small Power Producers and cogenerators as defined in the Public Utility Regulatory Policies Act, whose electrical requirements are partially or wholly provided by facilities not owned by the Company and when such facilities operate in parallel with the Company, will be supplied under the provisions of this rider and the customer's other applicable Base Rate and riders.

EXTENT OF SUPPLY. The maximum firm supply available from the Company will be defined by contract except for customers served on Rates R, R-H and GS-without demand measurement.

PARALLEL OPERATION. The customer shall not commence initial operation of any other source of supply in parallel with the Company's distribution or transmission lines until written permission is given by the Company for such parallel operation. Written permission is not necessary for reestablishing parallel operation, but the customer shall notify the Company when resuming any parallel operation after an outage. The Company shall have the right to inspect the customer's installation in accordance with Tariff Rule 9.3.

TYPE OF SUPPLY. The following types of power supply are available:

Supplementary Power supply is available to add to alternative generating capacity whether or not owned by the customer. All power provided pursuant to this Rider shall be Supplementary Power unless it is provided within the definition of Back-up Power or Maintenance Power.

Back-Up Power supply is available to replace customer's alternative generating capacity ("AGC") whether or not owned by the customer during a forced outage of all or part of such generating capacity. A forced outage is defined as an immediate reduction in output or capacity or removal from service, in whole or in part, of a generating unit by reason of an emergency or threatened emergency, unanticipated failure, or other cause beyond the control of the owner or operator of the facility. A reduction in output or removal from service of a generating unit in response to changes in market conditions shall not constitute a forced outage. Back-Up Power (firm and interruptible) shall be limited to 15% of the hours in any twelve-month period after which any additional power utilized shall be billed at Supplementary Power. The customer must orally notify the Company immediately when Back-Up Power is used, and within one business day after the forced outage giving rise to the need for Back-Up Power, shall furnish the Company with a letter verifying the outage, specifying the time at which the outage commenced, the reason for the outage, and providing the best estimate possible of its duration. Oral and written notice shall also be provided to the Company within one business day following the conclusion of the forced outage. The Company may require verification of the cause of such forced outage. The foregoing 15% limitation on the number of hours in which Back-Up Power may be received shall not apply during the following periods, nor shall such periods be taken into account in determining whether Back-Up Power use in any subsequent period has exceeded such limitation: (a) in the case of an AGC facility with rated capacity of 1 MW or less, the three-month period commencing on the date such facility is first operated in parallel with the Company's service; and (b) in the case of an AGC facility with rated capacity in excess of 1 MW; the six-month period commencing on the date such facility is first operated in parallel with the Company's service.

Maintenance Power is available to replace AGC during periods of scheduled maintenance. Maintenance Power will be supplied on a scheduled basis in one of the following manners:

- (a) Upon mutual agreement, at any time.
- (b) Upon at least 60 days written notice and not more than 180 days written notice by the customer, the Company will advise the customer, within 30 days of the receipt of the request, of the availability of the requested Maintenance Power, for power required for a period of more than 48 hours duration. If the power is unavailable during the requested period, the Company will provide Maintenance Power within 30 days prior or subsequent to the beginning of the requested period and will so inform the customer.
- (c) Upon 360 days written notice by the customer, the Company will provide Maintenance Power during the requested period, unless the cumulative total of all such power requested during such time period will exceed 5% of the Company's operable generating capacity, in which case the provisions of (b) above will apply.
- (d) For Maintenance Power required for a period of 48 hours or less duration, at a demand of 50 MW or less, the Company will supply such power on a least 30 days written notice.
- (e) The Company in its sole discretion may refuse to schedule firm Maintenance Power during the months of June through September except that Maintenance Power as defined in (d) above will be made available during June through September as long as it can be scheduled during Off-Peak Hours.

Maintenance Power will be limited to no more than 120 days in any twelve-month period, and no more than 60 consecutive days, after which any additional power utilized shall be billed as Supplementary Power. The foregoing limitations on the number of days in which Maintenance Power may be received shall not apply during the following periods, nor shall such periods be taken into account in determining whether Maintenance Power use in any subsequent period has exceeded such limitations: (a) in the case of an AGC facility with rated capacity of 1 MW or less, the three-month period commencing on the date such facility is first operated in parallel with the Company's service; and (b) in the case of an AGC facility with rated capacity in excess of 1 MW, the six-month period commencing on the date such facility is first operated in parallel with the Company's service. The supply of Maintenance Power will be terminated when generating capacity from which the customer is supplied is returned to operation as

(C) Indicates Change

PECO Energy Company

AUXILIARY SERVICE RIDER (continued)

indicated by the recorded demands on the Company's metering equipment, or upon notification to the Company by the customer, or upon the expiration of the maximum maintenance period, whichever occurs first.

INTERRUPTIBLE POWER FOR BACK-UP OR MAINTENANCE. Customers with a minimum of 1,000 KW of interruptible Back-Up or Maintenance Power and who purchase their interruptible back-up or maintenance energy from PECO Energy may contract for interruptible supply. When a customer contracts for interruptible supply, such supply shall be interrupted when, in the sole judgment of the Company, any production, transmission or distribution capacity limitations exist. The customer shall interrupt such load after a minimum of sixty minutes prior notice by the Company. When a customer is notified by the Company to interrupt service and the customer fails to interrupt, a penalty of \$24 per kilowatt shall be assessed consistent with the charges assessed by PJM to PECO applicable to each kilowatt of demand that has not been interrupted. Penalty as assessed by PJM

(C)

RATE AND BILLING.

All monthly bills for service on this rider shall include one application of the Fixed Distribution Service Charge of the applicable rate. All other capacity and energy charges of the applicable rate shall be modified as set forth below.

Supplementary Power. Billing shall be under the provisions of the applicable rate and riders.

Firm Back-up Power. Charges are per kilowatt of demand specified in the contract for back-up supply. This charge shall include energy use equal in cost to the total monthly demand charge.

For all customers:

Variable Distribution Service Charge:	\$0.34 per kW	
Competitive Transition Charge:	\$0.84 per kW	(D)
Energy Supply applicable to procurement clause 4 only and Capacity Charge:		(C)

(C)

For service billed at:

High Tension Voltage:

Variable Distribution Service Charge:	0.87¢ per kWh	
Competitive Transition Charge:	2.19¢ per kWh	(D)
Energy Supply and Capacity Charge:	Generation Supply Adjustment procurement Class 2, 3 or 4	(C)

Primary Voltage:

Variable Distribution Service Charge:	1.89¢ per kWh	
Competitive Transition Charge:	2.72¢ per kWh	(D)
Energy Supply and Capacity Charge:	Generation Supply Adjustment procurement Class 2, 3 or 4	(C)

Secondary Voltage:

Variable Distribution Service Charge:	2.34¢ per kWh	
Competitive Transition Charge:	3.61¢ per kWh	(D)
Energy Supply and Capacity Charge:	Generation Supply Adjustment procurement Class 2, 3 or 4	(C)

The preceding "Energy Supply and Capacity Charges" will apply to the customer if the customer receives Default PLR Service. These charges are not applicable to the customer if it obtains Competitive Energy Supply.

Interruptible Back-Up Power.

For service billed at:

High Tension Voltage:

Variable Distribution Service Charge:	0.18¢ per kWh	
Competitive Transition Charge:	0.48¢ per kWh	(D)
Generation Supply Adjustment procurement Class 2, 3 or 4 Energy and Capacity Charge:	2.36¢ per kWh hourly	

price (I)

Primary Voltage:

Variable Distribution Service Charge:	0.30¢ per kWh	
Competitive Transition Charge:	0.54¢ per kWh	(D)
Generation Supply Adjustment procurement Class 2, 3 or 4 Energy and Capacity Charge:	2.59¢ per kWh hourly	

price (I)

Secondary Voltage:

Variable Distribution Service Charge:	0.85¢ per kWh	
Competitive Transition Charge:	1.70¢ per kWh	(D)
Generation Supply Adjustment procurement Class 2, 3 or 4 Energy and Capacity Charge:	4.33¢ per kWh hourly	

price (plus ancillary service charge separate line) (I)

The preceding Energy and Capacity Charges will apply to the customer if the customer receives Default PLR Service. These charges are not applicable to the customer if it obtains Competitive Energy Supply from an EGS. The rate design Phase-out factors in the GSA shall not apply.

(CD) Indicates Change/Decrease
 (I) Indicates Increase

Issued September 10, 2008 ~~November 1, 2006~~
January 1, 2011 ~~January 1, 2007~~

Effective

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AUXILIARY SERVICE RIDER (continued)

FIRM MAINTENANCE POWER.

June through September: Same as Supplementary Power.
October through May: Same as Interruptible Back-Up Power.

INTERRUPTIBLE MAINTENANCE POWER. Same as Interruptible Back-Up Power.

STATE TAX ADJUSTMENT CLAUSE APPLIES TO THIS RIDER

BILLING. Bills rendered to the customer shall distinguish between the customer's use of Supplementary Power, Back-Up Power and Maintenance Power. In the event that the customer receives two or more types of supply during the billing period, the billing characteristics shall be determined as follows:

- (a) the billing demand will be the maximum measured demand, adjusted for power factor in accordance with the Rules and Regulations, occurring during any unscheduled outage period of the month less the Supplementary Power billing demand; less the Scheduled Maintenance Power Capacity for the month if one or both of these additional services are provided at the time of maximum measured demand.
- (b) the energy use billed as Back-Up and/or Maintenance Power shall be one-half of the sum of the Back-Up and/or Maintenance half-hour demands;
- (c) the total energy use, less the energy use determined in (b) shall be the energy use for Supplementary Power;
- (d) if only one type of power is used, billing shall be in accordance with the total recorded demand and energy use.

DISTRIBUTION FACILITIES. Any investment in additions or changes to the Company's distribution facilities required to provide auxiliary service (in excess of such investments normally made by the Company to provide equivalent service to the customer) will be paid by the customer before the interconnection of Company and customer facilities. In addition, when necessary, the cost of communications equipment, such as telemetering or telephone, will be paid by the customer.

POINTS OF SERVICE. The Company shall not be required to serve customers receiving electric power from AGS facilities at multiple points of service that were used prior to the parallel operation of the AGS facilities if after the introduction of these AGS facilities the multiple points of service are disadvantageous to the Company or pose unacceptable risks.

DATA. The customer shall furnish such detailed load data and data on forced outage rates as the Company shall, from time to time, require, together with such supporting documentation as the Company shall request, in order for the Company to collect data and prepare such reports as may be required by the Commission.

TERM. Annual, except where otherwise specified by the firm rate.

Customer Assistance Program (CAP) Rider

AVAILABILITY: (C)

To payment-troubled customers who are currently served under or otherwise qualify for Rate R, RT, or RH (excluding multiple dwelling unit buildings consisting of two to five dwelling units). Customers must apply for the rates contained in this rider and must demonstrate annual household gross income at or below 150% of the Federal Poverty guidelines. Based on the applicable level of income and other criteria, the following CAP Rate categories (A/B through E) apply:

CAP A/B: Customers with annual household gross incomes at or below 25% of the Federal poverty income guidelines will be eligible for the CAP A/B Rate which provides a nominal xx% discount on the total bill for electric service subject to a maximum discount of \$xxx.xx. Rate RH discount shall be XX% subject to a maximum discount of \$xxx.xx. Customers must be on budget billing, will be subject to a \$12 monthly bill minimum (\$30 for Rate RH customers in October through June). Maximum discounts shall be based on a 650 kWh bill.

CAP C: Customers with annual household gross incomes at or greater than 26% but less than 51% of the Federal poverty income guidelines will be eligible for the CAP C Rate which provides a nominal xx% discount on the total bill for electric service subject to a maximum discount of \$xxx.xx. Rate RH discount shall be XX% subject to a maximum discount of \$xxx.xx. Customers must be on budget billing. Maximum discounts shall be based on a 650 kWh bill

CAP D: Customers with annual household gross incomes at or greater than 51% but less than 101% of the Federal poverty income guidelines will be eligible for the CAP D Rate which provides a nominal XX% on the total bill for electric service subject to a maximum discount of \$xxx.xx. Rate RH discount shall be XX% subject to a maximum discount of \$xxx.xx. Maximum discounts shall be based on a 650 kWh bill

CAP E: Customers with annual household gross incomes from 101% up to and including 150% of the Federal poverty income guidelines will be eligible for the Customer Assistance Program CAP E Rate which provides a nominal XX% discount on the total bill for electric service subject to a maximum discount of \$xxx.xx. Rate RH discount shall be XX% subject to a maximum discount of \$xxx.xx. Maximum discounts shall be based on a 650 kWh bill

DISCOUNT LEVELS: The Company shall be required to modify the level of discounts set forth as part of its annual USFC filing. If the calculated discounts result in a discount greater than the level allowed by the Commission, the discount for each class will be scaled back on a prorata basis such that the total cost does not exceed the allowed level.

CERTIFICATION/VERIFICATION Prior to enrollment in the CAP Rider, and then again every two years, customers must verify, to PECO's satisfaction, that their household income level meets the "Availability" standards set forth in this Rider. Customers being considered for the CAP Rider will be required to:

- Provide information sufficient to demonstrate to PECO their household income level.
- Waive certain privacy rights to enable PECO to effectively conduct the above certification process.
- Apply for and assign to PECO at least one energy assistance grant from the Commonwealth.
- Participate in various energy education and conservation programs facilitated by PECO.

PECO may, at its sole discretion, supplement this verification process by using data from Commonwealth or federal government programs which demonstrate the income eligibility of its customers. Such data may come from a customer's participation in, or receipt of benefits from, the Low Income Home Energy Assistance Program, Aid to Families with Dependent Children, Food Stamps, Supplemental Security Income, and Medicaid. Information available from the Pennsylvania Department of Revenue may also be used where appropriate to expedite the process.

MINIMUM CHARGE. The minimum charge per month will be the fixed distribution charge for all customers unless otherwise noted

(C) Indicates Change

Customer Assistance Program (CAP) Rider

AVAILABILITY:

To payment troubled customers who are currently served under or otherwise qualify for Rate R or Rate RH (does not include multiple dwelling unit buildings consisting of two to five dwelling units). Customers must apply for the rates contained in this rider and must demonstrate annual household gross income at or below 150% of the Federal Poverty guidelines. Based on the applicable level of income and other criteria, the following CAP Rate categories (A through E) apply:

CAP A - PECO Cares Program : Customers with annual household gross incomes at or below 25% of the Federal poverty income guidelines with documented extenuating circumstances will be eligible for CAP A which provides for Residential Rate R customers a nominal bundled rate of \$12/month for all usage up to 1,000 KWH; for usage above 1,000 KWH the CAP D rate structure will apply. For Residential Heating customers Rate RH, CAP A provides a nominal bundled rate of \$30/month for all usage up to 2,000 KWH in the Winter¹/1,000 KWH in the Summer¹; for usage above 2,000/1,000 KWH the CAP D rate structure will apply.

Extenuating circumstances shall include those individuals who demonstrate an inability to pay the billed rate of CAP B as a result of unique circumstances such as:

- Health related matters:
 - oInjury or illness
 - oHigh medical bills
 - oMedically-related usage
 - oDeath in the family
- Sudden loss of employment
- Households that include at risk individuals such as:
 - oChildren below 8 years of age
 - oDisabled persons
 - oInfirm elderly
- Inability to maintain at least two CAP B payment arrangements
- High usage related to shelter conditions which are not treatable by LIURP

MONTHLY RATE - CAP A:

	RATE R		RATE RH	
Fixed Distribution Service Charge		\$5.10		\$5.10
Variable Distribution Service Charge				
	1 st 1000 KWH	2.42	1 st 2,000 KWH Winter ¹	\$8.30
	Additional KWH	CAP D ²	1 st 1,000 KWH Summer ¹	\$8.30
			Additional KWH	CAP D ²
Competitive Transition Charge				
	1 st 1000 KWH	\$1.32	1 st 2,000 KWH Winter ¹	\$4.78
	Additional KWH	CAP D ²	1 st 1,000 KWH Summer ¹	\$4.78
			Additional KWH	CAP D ²
Energy and Capacity Charge				
	1 st 1000 KWH	\$2.90	1 st 2,000 KWH Winter ¹	\$10.91
	Additional KWH	CAP D ²	1 st 1,000 KWH Summer ¹	\$10.91
			Additional KWH	CAP D ²

¹ Winter refers to the 9 months (October - June); Summer refers to the 3 peak usage summer months (July-September).

² Rate R - for the usage exceeding 1000 kWh, the rate structure equates to the unbundled CAP D Rate, which will provide a nominal 50% discount on the energy pricing for the next 500 kWh used. Rate RH - for the usage exceeding 2000 kWh winter/1000 kWh summer the rate structure equates to the unbundled CAP D Rate, which will provide a nominal 50% discount on the energy pricing for the next 500 kWh used.

Program Provisions: The CAP A Rate is limited to 7,500 customers and these customers will be re-certified annually. CAP A customers will be targeted to receive LIURP treatments; and they will be assigned to a PECO Cares Representative to maximize the assistance available to them. In addition, these customers will not be able to obtain Competitive Energy Supply.

(C) Indicates Change

Customer Assistance Program (CAP) Rider – (Continued)

CAP B: Customers with annual household gross incomes at or below 25% of the Federal poverty income guidelines and who are not eligible for CAP A will be eligible for the CAP B Rate which provides a nominal 85% discount on the pricing of the first 500 kWh of usage, and a nominal 30% discount on the next 100 kWh billed in the months of July, August and September.

CAP C: Customers with annual household gross incomes at or greater than 26% but less than 51% of the Federal poverty income guidelines will be eligible for the CAP C Rate which provides a nominal 75% discount on the pricing of the first 500 kWh of usage and a nominal 30% discount on the next 100 kWh billed in the months of July, August and September.

CAP D: Customers with annual household gross incomes at or greater than 51% but less than 101% of the Federal poverty income guidelines will be eligible for the CAP D Rate which provides a nominal 50% discount on the pricing of the first 500 kWh of usage.

CAP E: Customers with annual household gross incomes from 101% up to and including 150% of the Federal poverty income guidelines will be eligible for the Customer Assistance Program CAP E Rate which provides a nominal 26% discount on the pricing of the first 500 kWh of usage.

MONTHLY RATE TABLES (CAP B – E Rates):

RATE R

	CAP B	CAP C	CAP D	CAP E	
Fixed Distribution Service Charge	\$5.18	\$5.18	\$5.18	\$5.18	
L					
	¢/kWh	¢/kWh	¢/kWh	¢/kWh	
Variable Distribution Service Charge					
first 500 kWh	.66	1.10	2.25	3.44	(C)
Next 100 kWh (July – Sept Only)	3.08	3.08	----	----	(D)
additional kWh	4.39	4.39	4.64	4.64	(C)
Competitive Transition Charge					
first 500 kWh	.46	.76	1.22	1.86	(C)
next 100 kWh (July – Sept Only)	2.12	2.12	----	----	(I)
additional kWh	3.03	3.03	2.51	2.51	(C)
Energy and Capacity Charge *					
first 500 kWh	.98	1.64	2.71	4.16	(C)
next 100 kWh (July – Sept Only)	4.61	4.61	----	----	(I)
additional kWh	6.57	6.57	5.61	5.61	(C)

(C) Indicates Change
 (D) Indicates Decrease
 (I) Indicates Increase

Customer Assistance Program (CAP) Rider — (Continued)

RATE RH

	CAP B	CAP B	CAP C	CAP C	CAP D	CAP D	CAPE	CAPE
	Summer	Winter	Summer	Winter	Summer	Winter	Summer	Winter
Fixed-Distribution Service Charge	\$5.18	\$5.18	\$5.18	\$5.18	\$5.18	\$5.18	\$5.18	\$5.18
	¢/kWh	¢/kWh	¢/kWh	¢/kWh	¢/kWh	¢/kWh	¢/kWh	¢/kWh
Variable-Distribution Service Charge								
first 500 kWh	.63	.63	1.05	1.05	2.13	2.13	3.27	3.27 (C)
next 100 kWh (July – Sept Only)	2.95	---	2.95	---	---	---	---	--- (D)
(additional kWh)	4.20	2.13	4.20	2.13	4.42	2.13	4.42	2.13 (C)
Competitive Transition Charge								
first 500 kWh	.44	.44	.73	.73	1.21	1.21	1.87	2.50 (C)
next 100 kWh (July – Sept Only)	2.07	---	2.07	---	---	---	---	--- (I)
additional kWh	2.95	1.21	2.95	1.21	2.50	1.21	2.50	1.21 (C)
Energy and Capacity Charge*								
first 500 kWh	1.02	1.02	1.70	1.70	2.83	2.83	4.32	4.46 (C)
next 100 kWh (July – Sept Only)	4.78	---	4.78	---	---	---	---	--- (I)
additional kWh	6.82	2.83	6.82	2.83	5.85	2.83	5.85	2.83 (C)

* CAP (A – C) Rate customers will not be able to obtain Competitive Energy Supply.

ENERGY AND CAPACITY CHARGE: The preceding Energy and Capacity Charges are not applicable to the customer if the customer is eligible for and obtains Competitive Energy Supply, and therefore will only apply if the customer receives Default PLR Service.

If the customer obtains Competitive Energy Supply, the customer will receive a credit, on the first 500 kWh of usage on their PECO Energy bill, as follows:

(C) Indicates Change
 (D) Indicates Decrease
 (I) Indicates Increase

Customer Assistance Program (CAP) Rider – Continued

CUSTOMER CREDIT WHEN OBTAINING COMPETITIVE ENERGY SUPPLY (applicable to CAP D & E only):

RATE R		RATE RH			
CAP D	CAPE	CAP D		CAPE	
		Summer	Winter	Summer	Winter
3.86¢/kWh	2.41 ¢/kWh	3.99 ¢/kWh	3.99 ¢/kWh	2.50 ¢/kWh	2.36 ¢/kWh

(†)

METERING AND BILLING CREDITS. A customer receiving Advanced Meter Services from a AMSP other than the Company will receive a credit on the Fixed Distribution Service Charge equal to the Total Metering Credit set forth for Rate R or RH as applicable in Appendix B to the Joint Petition for Full Settlement. A customer receiving Consolidated EGS Billing will receive a credit on the Fixed Distribution Service Charge equal to the Billing and Collection Credit set forth for Rate R or RH as applicable in Appendix B to the Joint Petition for Full Settlement.

CERTIFICATION. Certification by various State agencies that a customer is receiving certain government assistance payments may be used where possible to expedite the eligibility process. These payments include (but are not limited to) AFDC, SSI, Food Stamps, PACE and Medicaid. Information available from the Pa. Department of Revenue may also be used where appropriate to expedite the process. In addition, PECO may also utilize the LIHEAP cash grant amount to help determine income level.

A process will be established to provide verification of eligibility for customers who do not fit the above processes. Asset testing will also be used where necessary and appropriate. Customers being considered for the CAP Rider will be required to:

- Waive certain privacy rights to enable PECO Energy to effectively conduct the above certification process.
- Apply for and assign to PECO Energy at least one energy assistance grant from the Commonwealth.
- Participate in various energy education and conservation programs facilitated by PECO Energy.

MINIMUM CHARGE. The minimum charge per month will be the Fixed Distribution Service Charge.

TRANSMISSION SERVICE FOR CUSTOMERS RECEIVING DEFAULT PLR SERVICE. Unless such a customer is able to obtain transmission service on its own, PECO Energy will provide transmission service, and will impose charges on such a customer for such transmission service.

STATE TAX ADJUSTMENT CLAUSE, NUCLEAR DECOMMISSIONING COST ADJUSTMENT, UNIVERSAL SERVICE FUND CHARGE. APPLY TO THIS RATE.

ARREARAGE.

Customers who qualify and are placed on the CAP Rider will have their pre-program arrearage forgiven if they remain current on their CAP bill for six consecutive months. The development of any new arrearage during this period will delay forgiveness. Customers that develop any new arrearage will be offered a payment agreement.

(†) Indicates Increase

CAPACITY RESERVATION RIDER

AVAILABILITY. To Rate HT customers also served under the Large Interruptible Load Rider (LILR) during the winter billing months (October through May) as a modification to the "Interruptions" and "Penalty for Failure to Interrupt" sections of the LILR, and that purchase their energy and capacity from PECO Energy in accordance with the terms and conditions of the LILR.

CONDITIONS OF SERVICE. The customer may purchase short term firm capacity in excess of the customer's LILR firm demand. Capacity will be provided on a one to eight month (October through May) basis based on the quantity of short term firm capacity that the customer wishes to purchase at prices set by the Company. The Company will determine the total quantity of capacity that is available under this rider. The Company will reserve this capacity on a first come first served basis. Capacity prices for the next billing month or number of consecutive months (up to eight months October through May) will be communicated by the tenth working day of the current calendar month. A customer must reserve firm capacity for each billing month or months at least five working days before the start of that billing month or period of billing months. In months when the customer reserves short term firm capacity pursuant to this rider, the customer's LILR firm demand will be increased by the quantity of firm capacity reserved, except that the customer's On-Peak Billing Demand (as specified in the "Energy and On-Peak Billing Demand" subsection of the "Rate and Billing" Section of LILR) shall not be increased.

If the customer fails to interrupt to the increased firm demand level determined in accordance with this rider, then the "Penalty for Failure to Interrupt" section of the LILR shall be applicable, except that, (1) the customer's firm demand before application of this rider shall be increased by the difference between the customer's third highest demand measured during the interruption (in accordance with the "Firm Demand Adjustment" subsection of the "Penalty for Failure to Interrupt" section of the LILR) and the customer's firm demand adjusted in accordance with this rider, and, (2) the \$24 per kW penalty for uninterrupted demand shall be applied to the difference between the customer's maximum demand registered during the interruption (in accordance with the "Penalty per kW of Uninterrupted Demand" subsection of the "Penalty for Failure to Interrupt" section of the LILR) and the customer's firm demand adjusted in accordance with this rider.

The minimum quantity of firm capacity that can be reserved in any month under this rider is 1,000 kW.

RATE AND BILLING. The rate for reserved short term firm capacity will be established by the Company and will be based upon the market value of capacity. The short term firm capacity reservation charge (\$/kW) will vary on a one to eight month basis (October through May), based on the value and quantity of capacity the Company projects will be available. The capacity reservation charge per kW will never be less than the highest cost per kW of capacity that is purchased in a month or months, by the Company.

STATE TAX ADJUSTMENT CLAUSE APPLIES TO THIS RIDER.

OTHER RIDERS. This rider is not applicable to back-up or maintenance power as defined in the Auxiliary Service Rider (ASR), except when such power would otherwise be billed as supplementary power under the ASR.

TERM OF CONTRACT. Service under this rider shall be on a one to eight month (October through May) basis at the option of the customer. The Company reserves the right to limit the maximum firm capacity that the customer shall be allowed to schedule for any month or months under this rider.

CASUALTY RIDER

AVAILABILITY/APPLICABILITY. To service provided during a period when a customer is prevented for a length of time in excess of 48 hours from using all or a substantial part of the amount contracted for by reason of strike, riot, fire, storm, flood, drought, interference by civil or military authorities, or any other cause beyond the customer's control ("Period of Interruption").

NOTICE REQUIRED. Written request shall be made to the Company for the application of this rider with advice as to the extent of the interruption, its date, cause and probable duration. Written requests must be submitted to the Company within 30 calendar days after the end of the Period of interruption.

RATE IMPACT. During Periods of Interruption, PECO Energy will not apply guarantees of revenue (ratchet, power factor adjustment, minimum billing demand, and contract minimum) as contained in the customer's Contract, but will apply the actual registered demand. If the customer receives Default ~~PLR~~ Service, the terms of this rider shall also not apply to the ~~Energy~~ Energy Supply and Capacity Charge. (C)

BILLS PRORATED. Bills supplied shall be prorated, based upon the actual level of operation during the Period of Interruption.

RETURN TO NORMAL USE. The customer shall use reasonable diligence in resuming the use of service as provided in the Contract.

TERM OF CONTRACT. The initial contract term shall be extended for a period equal to the Period of Interruption so that the Company shall secure a working term at full connected load equal to the term of the Contract.

(C) Indicates Change

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CONSTRUCTION RIDER

AVAILABILITY/APPLICABILITY. To service provided during or immediately following a major construction or expansion period or during a receding load period, after the expiration of the initial contract term, while a business is in process of dissolution. A major construction or expansion period is defined as a construction or expansion project undertaken by the customer which upon completion will require an upward modification of the customer's contract limits.

RATE IMPACT. During the expanding load period preceding the operation within the load limits provided in the contract or the receding load period subsequent to the fulfillment of the initial contract term, PECO Energy will not apply the following guarantees of revenue: power factor adjustment, minimum billing demand, and contract minimum. If the customer receives Default PLR-Service, the terms of this rider shall also not apply to the Energy Supply and Capacity Charge. (C)

RIDER TERM. The total term of application of this rider during the preliminary or construction period shall be 6 months subject to the option of the Company to grant not more than three successive renewals of the rider term on major construction projects. Its application during a receding load period subsequent to the completion of an initial contract term shall be for not more than one year.

TERM OF CONTRACT. The initial contract term for service to expanding locations to which this rider is applied shall be extended for a period corresponding to the total number of months this rider is applied to the customer's bill during construction or expansion of the customer's facility.

OTHER RIDERS. This rider, when applied to service to temporary installations to which the Temporary Service Rider is also applied, shall not operate as a waiver of the requirement that monthly minimum charges be paid for a period of not less than 6 months.

(C) Indicates Change

COOLING THERMAL STORAGE HT RIDER

AVAILABILITY/APPLICABILITY. To customers displacing at least 50% of their conventional cooling capacity by utilizing a qualifying Cooling Thermal Storage application. To qualify, the customer must submit to the Company for technical review and approval, an engineering study performed by a professional engineer registered in the Commonwealth of Pennsylvania.

DEFINITION OF PEAK HOURS. On-Peak Hours are defined as the hours between 8:00 a.m. and 8:00 p.m., Eastern Standard Time or Daylight Savings Time, whichever is in common use, daily except Saturdays, Sundays and holidays; except that the On-Peak Hours will end at 4:00 p.m. on Fridays and during the months of June through September, On-Peak Hours will commence at 10:00 a.m. instead of 8:00 a.m. Off-Peak Hours are defined as the hours other than those specified as On-Peak Hours.

RATE IMPACT. Rate HT, including all its terms and guarantees, is applicable to service provided during On-Peak Hours. The capacity charges and blocking of the energy charges contained in the Variable Distribution Service Charges, CTCs, and Energy and Capacity Charges (if applicable) in Rate HT shall be based on the billing demand for On-Peak Hours except that, when the greatest demand during Off-Peak Hours, as determined by measurement, exceeds the demand specified for Off-Peak Hours, the amount of such excess shall be added to the billing demand for On-Peak Hours and the resultant sum shall then constitute the basis for said capacity charges and blocking of energy charges. During the eight months of October through May, the billing demand will not be less than 80% of the average billing demand in the preceding months of June through September. If the customer receives Default PLR Service, the terms of this rider shall also not apply to the Energy Supply Charge and Capacity Charge. (C)

MONTHLY RATE TABLE.

MONTHLY RATE TABLE.

Cooling Thermal Storage Service Billing and Metering Charge: \$11.39
Off-peak charge per kW of Off-Peak billing demand per month: \$0.92 (H)

STATE TAX ADJUSTMENT CLAUSE APPLIES TO THIS RIDER.

DETERMINATION OF OFF-PEAK BILLING DEMAND. The Off-Peak billing demand shall be the amount by which the greatest demand during Off-Peak Hours, as determined by measurement, exceeds the billing demand for On-Peak Hours, whether the latter is a minimum or an actual demand, except that, when said greatest demand during Off-Peak Hours exceeds the demand specified for Off-Peak Hours, said greatest Off-Peak demand shall be reduced by the amount of the excess in determining the Off-Peak billing demand.

(C) Indicates Change Increase

PECO Energy Company

CURTAILMENT-HT RIDER

APPLICABILITY. This rider is restricted to customers under contract pursuant to this rider on or before January 1, 1999. For service to Rate HT customers with curtailable demand that satisfies the load requirement defined below.

LOAD REQUIREMENT. The curtailable demand must be at least 1000 kW during three of the most recent four summer months (June through September) in order for the customer to qualify for the service rate portion of this rider. The curtailable demand is the difference between the customer's maximum measured on-peak demand and the firm demand specified in the contract between the customer and the Company.

INTERRUPTIONS. The customer must completely implement the curtailable demand within one hour of notification by the Company between the hours of 8:00 AM through 8:00 PM, Eastern Standard or Daylight Savings Time, whichever is in common use; Monday through Friday, except holidays; when, in the sole judgment of the Company, any production, transmission or distribution capacity limitations exist. This requirement in no way limits or precludes interruptions pursuant to Rule 12.2 Emergency Load Control at any time.
(C)

CURTAILMENT LIMITATIONS. The total number of curtailment occurrences pursuant to this rider shall not exceed 20 and the total curtailed hours shall not exceed 200 hours in a twelve-month period beginning May 1st of each year.

RATE IMPACT. Rate HT, including all terms and guarantees, is applicable to service on this rider, except that, during the eight months of October through May the billing demand will not be less than 40% of the firm demand nor less than 80% of the highest billing demand in the preceding months of June through September, but in no case shall the minimum billing demand be greater than 80% of the firm demand. The firm demand is the demand to which the customer must curtail to during an interruption. If the customer receives Default PLR Service, the applicable terms of this rider shall also apply to the Energy & Capacity and Transmission Charges.

A monthly credit of \$2.03 per kW shall be applied to the customer's curtailable demand. This credit shall not be applied in months in which the customer's curtailable demand is less than 1000 kW. No additional credit shall be given for customer generation in excess of the customer's load. This credit applies to customers receiving default PLR service.

Definition Of Peak Hours. On-Peak Hours are defined as the hours between 8:00 AM and 8:00 PM, Eastern Standard Time or (C) Daylight Savings Time, whichever is in common use, daily except Saturdays, Sundays, and holidays; except that the On-Peak Hours will end at 4:00 PM on Fridays. Off-Peak Hours are defined as the hours other than those specified as On-Peak Hours.

PENALTY FOR FAILURE TO CURTAIL. When the customer is notified by the Company to curtail demand, and the customer fails to curtail, to the firm demand level, the credit shall not be applicable and a penalty of \$24.00 per kW shall be applicable to each kW of the curtailable demand that is in excess of the customer's firm demand for the maximum curtailable demand which is not curtailed during any on-peak or off-peak period. Such penalty shall be applicable for each such occurrence. In addition, if the failure to curtail occurs in a summer month the minimum billing demand in the following months of October through May shall not be less than 80% of the maximum measured demand during the period in which the customer failed to curtail.

FACILITIES. Additional expense required by the Company to implement this rider including, but not limited to communication, telemetering or telephone equipment, shall be paid by the customer.

TERM OF CONTRACT. The initial contract term, and any subsequent renewals, for service under this rider shall be for a period of at least three years.

(C) Indicates Change

PECO Electric Company

ECONOMIC DEVELOPMENT RIDER

AVAILABILITY/APPLICABILITY. This rider is available to customers taking service under Rate HT, PD, or GS. The Company will not begin to apply the rider until at least 30 days after the customer provides to the Company written notice of its desire to be placed on the rider. Customers can qualify for this rider through provisions of either I-A, I-B, IC, or II below.

I. EMPLOYMENT & LOAD GROWTH: designed to encourage environmentally sustainable growth in all sectors of the industrial and commercial group, customers can qualify by meeting the appropriate requirements below.

QUALIFICATIONS.

A. Existing Non-Manufacturing Customers

1. Demonstrate a sustained (minimum 3 months) minimum of 0.5MW increase in load as measured on PECO's meter and
2. Demonstrate increasing employment of 10 jobs/MW as reported out on PA Form UC-2 for the same period as #1 and
3. Achieve a Certified Rating from the Leadership in Energy and Environmental Design (LEED) Green Building standards for New Construction and Major Renovations or LEED for Existing Buildings whichever is applicable.

B. Manufacturing Customers

1. The New Manufacturing Customer or existing manufacturing customer files with the Company, before the effective date of the rider for the Service Location, a Manufacturing Sales Tax Exemption Certificate, as defined below, for the Service Location. This condition is waived for Stevedoring Operations located within a Port Enterprise Development Area as defined in Title 12, Chapter 121 of the Pennsylvania Code.
2. The existing manufacturing customer files with the Company copies of the Base Period Employment Reports as defined below, for the Service Location.
3. For existing locations has already demonstrated a minimum 10 new jobs and a sustained increase in usage (minimum of 100 kW for at least 3 months) over the Base Period, as defined below. The Company reserves the right to request documentation to demonstrate that employment levels have been maintained over the course of eligibility for this rider.

C. Brownfield Redevelopment

1. A new or existing customer who develops a site designated as a Brownfield Site (defined below) and demonstrates a minimum of 100 kW of new or incremental load.

RATE REDUCTION. The rate reduction will be applicable to the customer's base bill for the Qualifying Service Location before the application of the State Tax Adjustment and Nuclear Decommissioning Cost Adjustment.

Any customer will not be eligible for the rate reduction in any month in which the customer has an unpaid balance which includes late payment charges.

1. Monthly Eligibility – The Company reserves the right to require updated documentation in order for the customer to remain eligible for the rider.
2. A credit equivalent to 15% of the customer's VDC charge shall apply as follows. For New Manufacturing locations or Brownfield Redevelopment the credit will apply to all kWh. For all Existing customers the credit will apply to incremental kWh. Example:

	Base usage	Incremental Usage	Total Usage	Overall Discount
Existing	50000	25000	75000	5.0%
	50000	10000	60000	2.5%
New	50000		50000	15.0%

II. COMPETITIVE ALTERNATIVE: customers with a viable competitive alternative to service from PECO may be eligible for benefits as outlined below.

QUALIFICATIONS.

- A. Provide documentation of a viable, currently available competitive alternative to service from PECO. The customer must provide a written description of the competitive alternative and any further information that the Company requires in order to document the cost and demonstrate the viability of the customer's competitive alternative, and
- B. Demonstrate a sustained increase in load (1MW minimum month over month for 3 months) as measured on PECO's meter, or a demonstrated retention of at least 1MW of load and
- C. Demonstrate increasing employment of 10 jobs/MW as reported out on PA Form UC-2, or demonstrated retention of at least 10 jobs/MW of load retained for the same period as #2.

RATE REDUCTION. The rate reduction will be applicable to the customer's base bill for the Qualifying Service Location before the application of the State Tax Adjustment and Nuclear Decommissioning Cost Adjustment.

- A. Any customer will not be eligible for the rate reduction in any month in which the customer has an unpaid balance which includes late payment charges. The Company shall be the sole judge of any customer's eligibility for any rate negotiated rate reduction.
- B. Any qualifying existing or new customer may qualify for a negotiated decrease in VDC charges of up to 50% to meet the customer's documented competitive alternative. The Company reserves the right to require updated documentation in order for the customer to remain eligible for the rider.

DEFINITIONS.

1. Service Location. A single or contiguous premises having one or more delivery points for distribution service billed by the Company under a single account.
2. New Manufacturing Customer. The Company has not previously provided service to the Service Location, or the service previously provided by the Company to the Service Location was not used for substantially the same type of operation or was terminated at least twelve (12) months before the customer's contractually specified effective date for service under this rider. This condition is waived for existing service locations where an entity has assumed operation of a service location from a customer which has ceased operations as a result of dissolution, so long as the formation of the entity did not occur as a result of merger, joint venture, acquisition and/or any other variation of combined business structures with the former customer at the service location. In any event, the completed application for the rider must be made within 6 months from the later of the date: (1) the customer first received service from the Company; or (2) the date the customer received its sales tax exemption certificate from the Commonwealth of Pennsylvania
3. Manufacturing Sales Tax Exemption Certificate. Pennsylvania Sales Tax Blanket Exemption Certificate filed by the customer with the Company showing the address of the Service Location and certifying that more than fifty (50) percent (on an annual basis) of the service purchased by the customer for the Service Location is exempt from sales tax because it is used in manufacturing operations, shipbuilding operations, or ship cleaning operations.
4. Employment Report. The "Employer's Report for Unemployment Compensation" (PA Form UC-2) as filed by the customer with the Office of Employment Security, Department of Labor and Industry, Commonwealth of Pennsylvania.
5. Base Period. The twelve (12) month period immediately preceding the billing month in which the customer provides the Company written notice of its desire to be placed on the rider. If the customer does not then qualify for the rider within 60 days of the written notice, then the base period will be the twelve month period immediately preceding the billing period for which this rider is first applied to the customer's bills.
6. Base Period Employment Reports. The Employment Reports for all quarterly reporting periods, as defined by 43 P.S. 753 [d], in the Base Period
7. Base Period Employees. The arithmetic mean of the number of employees each month as reported on the applicable Base Period Employment Report. An adjustment will be made to normalize Base Period Employees in quarters during which either the Casualty or Construction Rider was in effect for the Service Location.
8. Base Period Energy. The number of kilowatt-hours used by the customer for service to the Qualifying Service Location during each month of the Base Period. An adjustment will be made to normalize usage in months during which the Construction or Casualty rider was in effect.
9. Current Employment Report. The Employment Report covering the calendar month immediately following the Base Period as defined by 43 P.S. 753 [d]. The customer may submit an updated Employment Report at any time to reflect increases in Current Period Employees replacing and superseding the original report. The Company reserves the right to request an updated Employment Report at any time which may reflect increases or decreases in Current Period Employees replacing and superseding the original report.
10. Current Period Employees. The arithmetic mean of the number of employees each month as reported on the Current Employment Report.
11. Brownfield Site. Refers to real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. Requires documentation either by providing a copy of the pertinent sections of the ASTM E1903-97 Phase II Site Assessment documenting the site contamination or by providing a letter from a local, state or federal regulatory agency confirming the site is classified as a Brownfield by that agency.

TERM OF CONTRACT. This rider shall be in effect for either a period of five years provided that the customer maintains qualification for the duration of that time.

RENEWAL. A customer may renew the rider at any time in accordance with the terms and provisions of the rider as it applies to Qualifying Existing Service Locations. For renewal customers, the Base Period Energy for any month of the new Base Period shall not be less than the Base Period Energy of the corresponding month of the customer's previous Base Period. The Term of Contract for the renewal shall begin on the date on which the renewal of the rider is first applied based on the new Base Period.

TRANSFER OF OWNERSHIP. The Company will only apply the rider to the customer's bills for the term of contract. If, during the term of contract, the ownership of the service location changes, the Company may continue to apply the rider to the new owner's bills for the Service Location. If the Company continues to apply the rider in such circumstances, the Company shall apply the rider to the new owner's bills for the Service Location as if the new owner had been on the rider for the Service Location for the same period of time as was the previous owner.

ECONOMIC EFFICIENCY RIDER (EER)

AVAILABILITY. To any High Tension Power (Rate HT) or General Service (Rate GS) customer that satisfies all of the following eligibility requirements:

1. ~~The customer must agree to purchase at least 1,000 kW of On-Peak demand during each billing month.~~ (C)
2. ~~The customer must provide documentation of a viable, currently available competitive alternative to service under Rate HT or Rate GS including any applicable riders. The customer must provide a written description of the competitive alternative and any further information that the Company requires in order to document the cost and demonstrate the viability of the customer's competitive alternative. The Company shall be the sole judge of whether the customer is eligible for a rate negotiated pursuant to this rider based upon the information provided by the customer. The Company may require that the information that the customer must provide include: (1) an engineering study that contains information regarding site suitability, space requirements, equipment lists, vendor quotes, and a detailed construction schedule with clearly identified milestones, and (2) a study containing a minimum five-year life cycle evaluation of the competitive alternative that includes capital, installation, fuel, operating and maintenance, and any other anticipated costs. The Company need not require all, or any, of the preceding information if the customer already has in place a competitive alternative, in which case the Company will require such written proof of the existence and nature of the alternative as the Company deems appropriate and necessary.~~
3. ~~The customer must demonstrate, to the satisfaction of the Company, that the customer is financially capable and willing to implement its viable, currently available competitive alternative.~~

CONDITIONS OF SERVICE. Electric service under this rider shall be firm.

RATE, BILLING AND UNBUNDLING. The rates negotiated and established shall be based upon the customer's documented, viable, currently available competitive alternative. The rates will be, in the sole judgment of the Company, competitive, but the Company shall not be obligated to agree to rates that match the customer's costs under the customer's viable, currently available competitive alternative. The rates shall not result in charges that yield an average cost per kWh that is less than the end-block (lowest energy rate) price of the customer's applicable Base Rate (Rate HT or Rate GS).

Effective as of January 1, 1999, the Company will unbundle EER contracts as follows:

For contracts that do not address the right to Direct Access and/or unbundling, and that contain discount factors applicable to the capacity charge and first two energy blocks of the bundled Rate HT or to some subset of those three charges (in effect as of the effective date of the contract), the unbundled charges will be, starting January 1, 1999: (i) the Rate HT unbundled Distribution Service Charges, and Energy and Capacity Charges; and (ii) the Rate HT CTC/ITC charges discounted to yield total charges that are less than what the total Rate HT charges would be by an amount determined using the Customer's negotiated overall percentage discount. If this process would yield a negative CTC/ITC charge due to the magnitude of the customer's negotiated overall percentage discount, the CTC/ITC charge will be set to zero. Any remaining discounts required to achieve the customer's negotiated overall percentage discount will be applied to the Energy and Capacity Charges.

For contracts that contain provisions governing the customer's rights upon the advent of Direct Access and/or unbundling, the Company will unbundle the customer's contract in accordance with the terms and conditions of the customer's Contract.

For contracts first effective after December 31, 1996, the Company will unbundle the customer's contract in accordance with the terms and conditions of the customer's Contract.

OTHER RIDERS. No other riders are available in conjunction with the EER after January 1, 1996, except that: 1) a Rate HT customer that qualifies for service under Interruptible Rider 1 (IR-1) or Rider 2 (IR-2) may obtain service under those riders, and 2) a customer that wishes to operate customer-owned generation equipment in parallel with the Company's system may obtain service under the Auxiliary Service Rider (ASR). Backup, maintenance, or supplemental power (as defined in the ASR) will be billed under Rate GS or HT and not under EER.

TERM OF CONTRACT/RIGHTS AND CONSEQUENCES ASSOCIATED WITH DIRECT ACCESS. The customer must enter into a written contract with the Company, and the term of the contract shall be for a minimum of five years unless the law applicable to a particular customer prevents the customer from entering into a contract with a minimum term of five years. The customer or the Company may terminate the contract at the end of the term of contract by giving written notice of termination at least one hundred eighty (180) days before the end of the term of contract. If neither party gives such notice, then the contract shall continue upon the same terms and conditions from year to year until terminated by either the customer or the Company giving the other at least one hundred eighty (180) days prior written notice.

For contracts in effect at any time before December 31, 1996 that do not contain provisions governing the customer's rights upon the advent of Direct Access and/or unbundling, and that contain discount factors applicable to the capacity charge and first two energy blocks of the bundled Rate HT or to some subset of those three charges (in effect as of the effective date of the contract), the term of contract will be extended to the later of any applicable statutory rate cap period or any rate cap period contained in the Joint Petition for Full Settlement then in effect. Customers with such contracts may continue service under their contract while also obtaining

(C) Denotes Change

ECONOMIC EFFICIENCY RIDER (EER) (continued)

Competitive Energy Supply. If such a customer obtains Competitive Energy Supply, the customer will continue to pay the unbundled Distribution Service Charges and Competitive Transition Charges as designed in accordance with the "Rate And Billing And Unbundling" section, above.

For contracts in effect at any time on or before December 31, 1996, that contain provisions governing the customer's rights upon the advent of Direct Access and/or unbundling, the term of contract will remain as stated in the contract, and the customer will be entitled to obtain Competitive Energy Supply only in accordance with the terms and conditions of the customer's contract. Contract expiration shall not affect the applicability of any statutory rate cap or any rate cap contained in the Joint Petition for Full Settlement then in effect.

For contracts first effective after December 31, 1996, the term of contract will be as stated in the contract, and the customer will be entitled to obtain Competitive Energy Supply only in accordance with the Customer's contract. Contract expiration shall not affect the applicability of any statutory rate cap or any rate cap contained in the Joint Petition for Full Settlement then in effect, which rate caps will be those applicable to the Customer's base rate.

CONFIDENTIALITY. Because of their proprietary nature, the terms and conditions of the customer's contract shall remain confidential. The customer's contract will require the customer to maintain the confidentiality of the terms and conditions of the contract. The contract will also provide that if the customer breaches its contract by violating its confidentiality provisions, then the customer's bill, before application of the State Tax Adjustment Clause, will be increased by 10% for a period of 12 months (or for the balance of the term of contract term if that is less than 12 months). If the law applicable to a particular customer prevents the customer from keeping the terms and conditions of the contract confidential, then these Confidentiality provisions shall not apply.

EMERGENCY ENERGY CONSERVATION RIDER

AVAILABILITY/APPLICABILITY. This rider is applicable in conjunction with Tariff Rule 12.3 relating to mandatory emergency energy conservation. It provides for modifications to the charges and practices otherwise applicable to certain customers as a result of compliance with or non-compliance with energy conservation curtailment levels as mandated by the appropriate governmental authority under emergency energy conservation conditions resulting from actual or potential shortage of fuel for electric generation. This rider is applicable to individual electric customer accounts served under Rates EP and HT, with a billing demand of 2,000 kilowatts or higher, in a recent twelve-month period prior to the emergency conservation condition. Customers designated by the procedures of Tariff Rule 12.3 and by the Pennsylvania Public Utility Commission, will be exempt from the provisions of this rider.

BASE PERIOD ENERGY USE. The base energy use for a weekly period shall be determined by the Company for each applicable customer account based upon a consideration of the customer's actual past or current electric consumption and the customer's existing operations.

MANDATORY CURTAILMENT ENERGY USE LEVEL TARGET. The mandatory curtailment energy use level target for each applicable customer shall be that percentage of base period energy use ordered pursuant to the emergency energy conservation procedures provided by Tariff Rule 12.3 or other percentage as a result of the order of appropriate governmental authority.

COMPLIANCE. When the energy consumption in any weekly period during the period of mandatory curtailment exceeds the mandatory curtailment energy use level target, the customer will be deemed to be in non-compliance. Customers deemed to be in non-compliance will not receive the billing modifications as set forth in this rider. In the event of continued non-compliance, the Company, upon notice to the Commission, may discontinue service.

BILLING FOR CUSTOMERS IN COMPLIANCE. During the period of emergency energy conservation condition, billing will be based on special meter readings made to identify the demand established and energy using during the current energy use period. Customers in compliance with conservation orders will be excused from minimum bills and historical or contract demand or ratchet provisions and will be billed instead on the basis of current consumption and demand whenever the normal calculation method would produce a greater bill. If the customer receives Default PLR-Service, the terms of this rider shall not also apply to the (C) Energy ~~Supply and Capacity~~ Charge.

These customers will be individually notified of this special billing provision before the implementation of the emergency energy conservation procedure.

(C) Indicates Change

EMPLOYMENT AND ECONOMIC RECOVERY RIDER

(Consolidate with EER into a new Econ Development Rider)

AVAILABILITY/APPLICABILITY. This rider is available to customers taking service under Rate HT or PD, and to those customers taking service under Rate GS at Service Locations in an Enterprise Development Area as defined in Title 12, Chapter 121 of the Pennsylvania Code, for service provided to Qualifying Service Locations, as defined below. The Company will not begin to apply the rider until at least 30 days after the customer provides to the Company written notice of its desire to be placed on the rider. (C)

QUALIFYING SERVICE LOCATIONS.

A. QUALIFYING EXISTING SERVICE LOCATION. A Service location will be considered a Qualifying Existing Service Location if the customer can satisfy all of the following conditions:

1. The customer files with the Company, before the effective date of the rider for the Service Location, a Manufacturing Sales Tax Exemption Certificate, as defined below, for the Service Location. This condition is waived for Stevedoring Operations located within a Port Enterprise Development Area as defined in Title 12, Chapter 121 of the Pennsylvania Code. (C)
2. The customer files with the Company copies of the Base Period Employment Reports as defined below, for the Service Location.
3. The customer does not have an unpaid balance that includes a late fee for service previously provided to the Service Location before the effective date of the rider for the Service Location.
4. The arithmetic mean of the sum of the number of employees as determined from the Current Employment Report and the total Investment Units on record, as defined below, must be greater than the Base Period Employees, as defined below, by at least six (6).

B. QUALIFYING NEW SERVICE LOCATION. A Service Location will be considered a Qualifying New Service Location if the customer can satisfy all of the following conditions:

1. The customer files with the Company before the effective date of the rider for the Service Location a Manufacturing Sales Tax Exemption Certificate, as defined below, for the Service Location. This condition is waived for Stevedoring Operations located within a Port Enterprise Development Area as defined in Title 12, Chapter 121 of the Pennsylvania Code; and (C)
2. The customer does not have an unpaid balance that includes a late fee for service provided to the Service Location before the effective date of the rider for the Service Location.
2. The Company has not previously provided service to the Service Location, or the service previously provided by the Company to the Service Location was not used for substantially the same type of operation or was terminated at least twelve (12) months before the customer's contractually specified effective date for service under this rider. This condition is waived for existing service locations where an entity has assumed operation of a service location from a customer which has ceased operations as a result of dissolution, so long as the formation of the entity did not occur as a result of merger, joint venture, acquisition and/or any other variation of combined business structures with the former customer at the service location. In any event, the completed application for the rider must be made within 6 months from the later of the date: (1) the customer first received service from the Company; or (2) the date the customer received its sales tax exemption certificate from the Commonwealth of Pennsylvania.

DEFINITIONS.

1. **Service Location.** A single or contiguous premises having one or more delivery points for distribution service billed by the Company under a single account.
2. **Manufacturing Sales Tax Exemption Certificate.** Pennsylvania Sales Tax Blanket Exemption Certificate filed by the customer with the Company showing the address of the Service Location and certifying that more than fifty (50) percent (on an annual basis) of the service purchased by the customer for the Service Location is exempt from sales tax because it is used in manufacturing operations, shipbuilding operations, or ship cleaning operations.
3. **Employment Report.** The "Employer's Report for Unemployment Compensation" (PA Form UC-2) as filed by the customer with the Office of Employment Security, Department of Labor and Industry, Commonwealth of Pennsylvania.
4. **Base Period.** The twelve (12) month period immediately preceding the billing month in which the customer provides the Company written notice of its desire to be placed on the rider. If the customer does not then qualify for the rider within 60 days of the written notice, then the base period will be the twelve month period immediately preceding the billing month to which this rider is first applied to the customer's bills.
5. **Base Period Employment Reports.** The Employment Reports for all quarterly reporting periods, as defined by 43 P.S. 753 [d], in the Base Period.

(C) Indicates Change

PECO Energy Company

EMPLOYMENT AND ECONOMIC RECOVERY RIDER (continued)

(C)

- 6. ~~Base Period Employees.~~ The arithmetic mean of the number of employees each month as reported on the applicable Base Period Employment Report. An adjustment will be made to normalize Base Period Employees in quarters during which either the Casualty or Construction Rider was in effect for the Service Location.
- 7. ~~Base Period Energy.~~ The number of kilowatt hours used by the customer for service to the Qualifying Service Location during each month of the Base Period. An adjustment will be made to normalize usage in months during which the Construction or Casualty rider was in effect.
- 8. ~~Current Employment Report.~~ The Employment Report covering the calendar month immediately following the Base Period as defined by 43 P.S. 763 (d). The customer may submit an updated Employment Report at any time to reflect increases in Current Period Employees replacing and superseding the original report. The Company reserves the right to request an updated Employment Report at any time which may reflect increases or decreases in Current Period Employees replacing and superseding the original report.
- 9. ~~Current Period Employees.~~ The arithmetic mean of the number of employees each month as reported on the Current Employment Report.
- 10. ~~Investment Unit.~~ Each \$15,000 of new investment in physical plant, machinery or equipment, excluding land, placed in service at a Service Location on or after the beginning of the Base Period, as certified in writing by a Certified Public Accountant on a form supplied by the Company.

RATE REDUCTION. The rate reduction will be applicable to the customer's base bill for the Qualifying Service Location before the application of the State Tax Adjustment and Nuclear Decommissioning Cost Adjustment. For the purpose of calculating this reduction an Investment Unit shall be considered the equivalent of one additional employee.

A. QUALIFYING EXISTING SERVICE LOCATION.

- 1. Monthly Eligibility - The customer is not eligible for the rate reduction in any month in which one or more of the following conditions are true:
 - a. The customer's electric energy usage is less than its usage in the corresponding month of the Base Period.
 - b. The customer does not have on file with PECO Energy a Manufacturing Sales Tax Exemption Certificate for at least 50% of its electric use, this condition is waived for Stevedoring Operations located within a Port Enterprise Development Area.
 - c. The customer has an unpaid balance which includes a late fee.
 - d. The customer has transferred to Rate GS and the Service Location is not in an Port Enterprise Development Area as defined in Title 12, Chapter 121 of the Pennsylvania Code.
 - e. The arithmetic mean of the sum of: (1) the number of employees as determined from the Current Employment Report and, (2) the Total Investment Units on record, does not exceed the Base Period Employees by at least six (6).
- 2. Calculation of Reduction - The rate reduction shall apply to the number of kilowatt hours that constitute the difference between, (1) the number of kilowatt hours used in the month and, (2) the Base Period Energy for the corresponding month of the Base Period.

The Revenue Reduction applied to each qualifying kilowatt hour shall be calculated using the following formula:

$$R = F \times N$$

Where:

R = Revenue Reduction, cents per kWh

N = $(C + I) / B \times 100$

If the result of this calculation of N is a value greater than 20, N shall be equal to 20

C = Current Period Employees

I = Investment Units Added

B = Base Period Employees, and

F = the values set forth in the following table:

(C) Indicates Change

Issued October 20, 2004

Effective November 5, 2004

PECO Energy Company

EMPLOYMENT AND ECONOMIC RECOVERY RIDER (continued)

Year(s)	Variable Distribution Service	CTC	Energy & Capacity
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one (1) through five (5)	0.016 cents	+ 0.013 cents	+ 0.024 cents	(C)
six (6)	0.014 cents	+ 0.012 cents	+ 0.027 cents	(C)
seven (7)	0.013 cents	+ 0.009 cents	+ 0.020 cents	(C)
eight (8)	0.012 cents	+ 0.006 cents	+ 0.013 cents	(C)
nine (9)	0.011 cents	+ 0.003 cents	+ 0.007 cents	(C)

*If the customer receives Default PLR Service, these rate reductions shall apply. They shall not apply if the customer obtains Competitive Energy Supply.

B. QUALIFYING NEW SERVICE LOCATION

1. Monthly Eligibility - The customer is not eligible for the rate reduction in any month in which one or more of the following conditions are true:
 - a. The customer does not have on file with PECO Energy a Manufacturing Sales Tax Exemption Certificate for at least 50% of its use.
 - b. The customer has an unpaid balance which includes a late fee.
 - c. The customer has transferred to Rate GS and the Service Location is not in an Enterprise Development Area as defined in Title 12, Chapter 121 of the Pennsylvania Code.
2. The following rate reduction shall apply to all kilowatt-hours:

<u>Year(s)</u>	<u>Variable Distribution Service</u>	<u>CTC</u>	<u>Energy and Capacity*</u>
one (1) through five (5)	0.122 cents	0.281 cents	0.677 cents (C)
six (6)	0.099 cents	0.226 cents	0.541 cents (C)
seven (7)	0.077 cents	0.170 cents	0.406 cents (C)
eight (8)	0.055 cents	0.113 cents	0.270 cents (C)
nine (9)	0.032 cents	0.057 cents	0.135 cents (C)

*If the customer receives Default PLR Service, these rate reductions shall apply. They shall not apply if the customer obtains Competitive Energy Supply.

3. Accelerated Rate Reduction - The customer may select an accelerated rate reduction over a shorter time period. The rate reduction shall apply to all kilowatt-hours as follows:

<u>Year(s)</u>	<u>Variable Distribution Service</u>	<u>CTC</u>	<u>Energy and Capacity*</u>
one (1) through four (4)	0.161 cents	0.380 cents	0.912 cents (C)

*If the customer receives Default PLR Service, these rate reductions shall apply. They shall not apply if the customer obtains Competitive Energy Supply.

TERM OF CONTRACT. This rider shall be in effect for either a period of nine years, for customers choosing the standard rate reduction, or for a period of four years for Qualifying New Service Locations selecting the accelerated rate reduction, which period of time shall be continuous and shall begin on the date on which the Company first applies the rider to the customer's bill for the Service Location. This term cannot be modified except as provided below under the heading RENEWAL.

RENEWAL. A customer may renew the rider at any time in accordance with the terms and provisions of the rider as it applies to Qualifying Existing Service Locations. For renewal customers, the Base Period Energy for any month of the new Base Period shall not be less than the Base Period Energy of the corresponding month of the customer's previous Base Period. The Term of Contract for the renewal shall begin on the date on which the renewal of the rider is first applied based on the new Base Period.

TRANSFER OF OWNERSHIP. The Company will only apply the rider to the customer's bills for the term of contract. If, during the term of contract, the ownership of the service location changes, the Company may continue to apply the rider to the new owner's bills for the Service Location. If the Company continues to apply the rider in such circumstances, the Company shall apply the rider to the new owner's bills for the Service Location as if the new owner had been on the rider for the Service Location for the same period of time as was the previous owner.

(C) Indicates Change

INCREMENTAL PROCESS RIDER (IPR)

AVAILABILITY. To any High Tension Power (Rate HT), Primary Distribution Power (PD) or General Service (Rate GS) customer that satisfies all of the eligibility requirements in either Subsection A or Subsection B, as follows:

A. Incremental Electric Process Load:

- (1) The customer must agree to install, and to place in service before commencement of the term of contract, one of the following types of electric process equipment ("Qualifying Equipment"):
 - (a) Infra-red Drying Equipment
 - (b) Ultra-violet Curing Equipment
 - (c) Microwave Curing Equipment
 - (d) Industrial Process Heat Pumps
 - (e) Electric Space Conditioning Equipment (for Rate HT customers only)
 - (f) Any other equipment that is recognized by the Company and that the Company agrees may be the basis for the Rate and Billing provided for in this rider.
- (2) The Qualifying Equipment must have a name-plate rating of at least 50 kW.
- (3) The Qualifying Equipment must require at least 20% more demand annually than the equipment, if any, that it will replace. To determine whether this threshold is satisfied, the Company will compare the name-plate rating of the Qualifying Equipment to the name-plate rating of the equipment that it will replace.
- (4) The customer must have a viable, currently available competitive alternative to the Qualifying Equipment. The customer must, if requested by the Company, provide documentation and any information that demonstrates the existence and viability of the currently available competitive alternative. It must be demonstrated by the customer that they are financially capable and are willing to pursue the viable, currently available competitive alternative in the absence of a negotiated rate under this rider.

B. Self-Generation Replacement Load:

The customer must have on its premises equipment that has generated, and is expected to generate electric power for at least 1,000 hours annually. The customer must submit to the Company all data that the Company deems necessary to establish, to the Company's satisfaction, the total annual fixed and variable costs of operating the equipment. The customer must also provide all load data that the Company deems necessary to determine whether the customer has generated, for at least 1,000 hours annually. The customer, at the Company's discretion, must agree to remove or discontinue use of, its equipment used to generate electricity, other than equipment used to produce steam for its processes, or equipment operated at the Company's request under terms of the IR-2 Rider or by an EGS, or by PJM, under a qualified demand response program. A customer whose generation equipment exists solely to supply all or some of its electric requirements during electric service interruptions (stand-by generation) cannot qualify for service under this Subsection.

CONDITIONS OF SERVICE. Electric service under this rider shall be firm.

RATE, BILLING AND UNBUNDLING.

A. Incremental Electric Process Load:

The Company will negotiate and establish rates that will reflect an annual discount that is approximately the difference between: (1) the total annual cost the customer would pay for electricity and for the capital and non-fuel operating and maintenance expense of the Qualifying Equipment at the customer's current, undiscounted electric rate, and (2) the total annual cost for electricity, incremental usage of competing fuel, and the capital and non-fuel operating and maintenance expense of the equipment associated with the customer's viable, currently available competitive alternative.

The rates will take into account any differences between the competitive alternative and the electric process alternative with respect to equipment efficiency and productivity. The Company will agree to rates which, in the judgment of the Company, are competitive, but the Company shall not be obligated to agree to rates that match the customer's costs under the competitive alternative. If the customer's total kilowatt-hour usage in any billing month is less than the average of the customer's total kilowatt-hour usage in the same billing month in each of the three years before installation of the Qualifying Equipment (the "Base Monthly Average"), the customer's monthly bill will be calculated using Rate HT or Rate GS as applicable, rather than the rates provided for in the contract between the customer and the Company. The Company may, at its discretion, normalize the Base Monthly Average due to significant changes in the customer's operating or electric usage and demand patterns during the three years before installation. The Company may also normalize the Base Monthly Average due to projected changes in the customer's demand and energy usage during the term of the contract that are not related to the installation of the Qualifying Equipment. The rates established by the contract between the customer and the Company shall not result in charges that yield an average cost per kWh, that is less than the end-block (lowest energy rate) price of the customer's applicable Base Rate.

INCREMENTAL PROCESS RIDER (IPR) (continued)

(NEED TO DISCUSS - WHAT DO WE DO WITH THIS RIDER?)

B. Self-Generation Replacement Load:

The Company will negotiate and establish rates that will be based on the fixed and variable costs of operating the customer's generation equipment including charges payable under the special rules for On-Site Generation provision of the CTC. The Company will agree to rates which, in the judgment of the Company, are competitive, but the Company shall not be obligated to match the customer's costs. The rates established by the contract between the customer and the Company shall not result in charges that yield an average cost per kWh, that is less than the end-block (lowest energy rate) price of the customer's applicable Base Rate.

C. Unbundling:

Effective as of January 1, 1999, the Company will unbundle IPR contracts as follows:

For contracts that do not address the right to Direct Access and/or unbundling, and that contain discount factors applicable to the capacity charge and first two energy blocks of the bundled Rate HT or to some subset of those three charges (in effect as of the effective date of the contract), the unbundled charges will be, starting January 1, 1999: (i) the Rate HT unbundled Distribution Service Charges, and Energy and Capacity Charges; and (ii) the Rate HT CTC/ITC charges discounted to yield total charges that are less than what the total Rate HT charges would be by an amount determined using the Customer's negotiated overall percentage discount. If this process would yield a negative CTC/ITC charge due to the magnitude of the customer's negotiated overall percentage discount, the CTC/ITC charge will be set to zero. Any remaining discounts required to achieve the customer's negotiated overall percentage discount will be applied to the Energy and Capacity Charges.

For contracts that contain provisions governing the customer's rights upon the advent of Direct Access and/or unbundling, the Company will unbundle the customer's contract in accordance with the terms and conditions of the customer's Contract.

For contracts first effective after December 31, 1996, the Company will unbundle the customer's contract in accordance with the terms and conditions of the customer's Contract.

OTHER RIDERS. No other riders are available in conjunction with this rider except that a customer that wishes to operate customer-owned generation equipment in parallel with the Company's system may obtain service under the Auxiliary Service Rider (ASR) and customers that have the ability to curtail load may apply for services on IR-2. Backup, maintenance, or supplemental power (as defined in the ASR) will be billed under Rate GS or HT and not under IPR.

TERM OF CONTRACT. The customer must enter into a written contract with the Company, and the term of the contract shall be for a minimum of five years unless the law applicable to a particular customer prevents the customer from entering into a contract with a minimum term of five years. For a customer that qualifies due to Incremental Electric Process Load, the term of contract shall not commence before the Qualifying Equipment is installed and placed into service. For a customer that qualifies due to Self-Generation Replacement Load, at the Company's discretion, the term of contract shall not commence before the customer's equipment to generate electricity is removed or its use is discontinued. The customer or the Company may terminate the contract at the end of the term of contract by giving written notice of termination at least one hundred eighty (180) days before the end of the term of contract. If neither party gives such notice, then the contract shall continue upon the same terms and conditions from year to year until terminated by either the customer or the Company giving the other at least one hundred eighty (180) days prior written notice.

For contracts in effect at any time before December 31, 1996 that do not contain provisions governing the customer's rights upon the advent of Direct Access and/or unbundling, and that contain discount factors applicable to the capacity charge and first two energy blocks of the bundled Rate HT or to some subset of those three charges (in effect as of the effective date of the contract), the term of contract will be extended to the later of any applicable statutory rate cap period or any rate cap period contained in the Joint Petition for Full Settlement then in effect. Customers with such contracts may continue service under their contract while also obtaining Competitive Energy Supply. If such a customer obtains Competitive Energy Supply, the customer will continue to pay the unbundled Distribution Service Charges and Competitive Transition Charges as designed in accordance with the "Rate And Billing And Unbundling" section, above.

For contracts in effect at any time on or before December 31, 1996, that contain provisions governing the customer's rights upon the advent of Direct Access and/or unbundling, the term of contract will remain as stated in the contract, and the customer will be entitled to obtain Competitive Energy Supply only in accordance with the terms and conditions of the customer's contract. Contract expiration shall not affect the applicability of any statutory rate cap or any rate cap contained in the Joint Petition for Full Settlement then in effect.

For contracts first effective after December 31, 1996, the term of contract will be as stated in the contract, and the customer will be entitled to obtain Competitive Energy Supply only in accordance with the Customer's contract. Contract expiration shall not affect the applicability of any statutory rate cap or any rate cap contained in the Joint Petition for Full Settlement then in effect, which rate caps will be those applicable to the Customer's base rate.

CONFIDENTIALITY. Because of their proprietary nature, the terms and conditions of the customer's contract shall remain confidential. The customer's contract will require the customer to maintain the confidentiality of the terms and conditions of the contract. The contract will also provide that if the customer breaches its contract by violating its confidentiality provisions, then the customer's bill, before application of the State Tax Adjustment Clause, will be increased by 10% for a period of 12 months (or for the balance of the term of contract term if that is less than 12 months). If the law applicable to a particular customer prevents the customer from keeping the terms and conditions of the contract confidential, then these Confidentiality provisions shall not apply.

PECO Energy Company

INTERRUPTIBLE RIDER 1 (IR-1)

(NEED TO DISCUSS - DO WE ELIMINATE OR REVISE?)

AVAILABILITY. To Rate HT customers including customers with contracts executed pursuant to the Economic Efficiency Rider ("EER") that satisfy the load requirement defined below, and that purchase their energy and capacity from PECO Energy in accordance with the terms and conditions of Rate HT and/or the EER.

FIRM DEMAND. The firm demand is the demand to which the customer must reduce its load when called upon to interrupt pursuant to the "Interruptions" section below. In no event shall the firm demand be below 25 kw for billing purposes.

COINCIDENT DEMAND. The customer's coincident demand for a billing month is the customer's registered demand at the time of the Company's system peak in the billing month (e.g., the customer's coincident demand for the customer's July billing month would be the customer's registered demand at the time of the Company's system peak during the customer's July billing month).

For load requirement purposes, pursuant to Option 2 of the "Load Requirement" section below, if the Company's system peak occurs during a period of interruption called for by the Company pursuant to this rider or the Curtailment HT Rider ("CHTR"), and the customer is served under the CHTR or this rider, then the customer's coincident demand shall be the customer's registered demand at the time of the highest system demand in a half-hour not within a period of interruption.

For billing purposes, pursuant to the "Rate and Billing" Section below, if the Company's system peak occurs during a period of interruption, then the customer's coincident demand shall be the customer's registered demand at the time of the highest system demand in a half-hour not within a period of interruption.

TERM OF CONTRACT. Service under this rider shall be for a period of no less than one and up to three years.

LOAD REQUIREMENTS. To qualify for a contract under this rider, the customer must satisfy all of the requirements of one of the two following options:

Option 1:

The average of the customer's maximum daily On-Peak demands on the 60 days with the customer's highest On-Peak maximum registered demands during the preceding billing months of June through September must be 10,000 kW greater than the customer's firm demand as specified in the contract between the customer and the Company.

Option 2:

1. The average of the customer's maximum daily On-Peak demands on the 60 days with the customer's highest On-Peak maximum registered demands during the preceding billing months of June through September must be 1,000 kW greater than the customer's firm demand as specified in the contract between the customer and the Company; and,
2. The average of the customer's monthly coincident demands in the 12 billing months immediately preceding the first day of the customer's term of contract must be at least 80% of the average of the customer's monthly On-Peak maximum registered demands in the 12 billing months immediately preceding the first day of the customer's term of contract.

Additionally, to remain on this rider, the customer must at all times comply with the PJM requirements for Active Load Management (ALM).

INTERRUPTIONS.

When, in the sole judgment of the Company and at any time and for any duration, there exists any potential or actual production, transmission, or distribution capacity limitation, the Company will notify the customer that the customer must reduce load for the duration of the interruption to its firm demand within the time period specified in the contract between the customer and the Company. The Company will make its best efforts to notify the customer as far in advance as possible. In addition to the above, and if included the customer's contract, the Company may, in its sole discretion, request the customer to reduce load to the level of customer's firm demand. In no event will there be more than 12 interruptions per contract year, where an interruption is as defined above. In the event of a partial year in the contract, the total number of interruptions allowed for that partial year will be equal to the number of months in the partial year. This excludes and in no way limits or precludes interruptions pursuant to PaPUC Rules 12.3 and 12.4, regarding Emergency Load Control and Emergency Energy Conservation.

PECO Energy Company

INTERRUPTIBLE RIDER 1 (IR-1) - CONTINUED

RATE AND BILLING. The customer will be billed for its energy usage and demand in accordance with all of the terms and conditions of Rate HT, and any applicable riders, with the following modifications:

Each month, the Company will apply the interruptible demand credit (IDC), expressed as a \$/kw-month, to the customer's Energy and Capacity Charges. The IDC shall be applied to the customer's interruptible demand, which is the capacity for which PECO receives an Active Load Management (ALM) credit from PJM as specified in the PJM Active Load Management Report or other succeeding document which governs the ALM credit and is recognized for PJM accounting purposes. The IDC shall be determined by contract and shall be a percentage of the capacity-weighted average of the monthly clearing price for PJM capacity auctions associated with the billing month. In no event shall the percentage applied exceed 100%.

PENALTY FOR FAILURE TO INTERRUPT. In any billing month in which the customer fails to comply with the "Interruptions" section, above, the Company will not apply the IDC to the customer's bill. In addition, the Company will decrease the customer's interruptible demand consistent with any loss in ALM credits from PJM.

THE RATE HT TIME-OF-USE ADJUSTMENTS APPLY TO ALL ENERGY USAGE AND CHARGES. THE STATE TAX ADJUSTMENT CLAUSE APPLIES TO THIS RIDER.

OTHER RIDERS. The Curtailment HT Rider and the Large Interruptible Load Rider are not available in conjunction with this rider. Firm back-up or maintenance power under the Auxiliary Service Rider may not be purchased or used to serve interruptible load during periods of interruption.

(C) Denotes Change

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INTERRUPTIBLE RIDER – 2 (IR-2)

AVAILABILITY. This rider is applicable to Rate HT, GS, and PD Customers, including Customers with contracts executed pursuant to the Economic Efficiency Rider ("EER"), who fulfill the load requirement and can demonstrate to the Company's satisfaction the ability to reduce load in accordance with the "Curtailment" section below. The Company shall be the sole judge of whether the Customer is eligible for a rate negotiated pursuant to this rider. The Customer's participation in other load curtailment programs may render them ineligible to participate in the curtailment programs described below.

LOAD REQUIREMENT. A customer must have interval metering and the ability to curtail, at a minimum, the greater of 100 kW of load or five percent (5%) of its peak demand.

FIRM DEMAND. The firm demand is the demand to which the Customer must reduce its load when called upon to curtail pursuant to the "Active Load Management (ALM) Curtailment" section below, and in no event, will be less than 25 kW.

TERM OF CONTRACT. The contract term for service under this rider shall be for a period of no more than one year.

CURTAILMENT. Subject to the restrictions contained in the "Other Riders" Section below, the Customer's contract may include provisions for Active Load Management (ALM), Economic Curtailment, or PJM Load Response Programs.

Active Load Management (ALM): If included in the Customer's contract, when, in the sole judgment of the Company, and at any time and for any duration, there exists any potential or actual production, transmission, or distribution capacity limitation, the Company will notify the Customer that the Customer must reduce load for the duration of the limitation to its firm demand within the time period specified in the contract between the Customer and the Company. The Company will make its best efforts to notify the Customer of ALM curtailment as far in advance as possible.

Economic Curtailment: In addition, if a Customer purchases their energy and capacity from PECO Energy, and if included in the Customer's contract, the Customer will be compensated for voluntarily curtailing its energy usage during periods of high energy prices when requested by the Company, in accordance with the "Curtailed Energy Credit" section below. The conditions under which the Customer will be asked to curtail and the methodology for calculating the amount of energy curtailed will be specified in the Customer's contract.

PJM Load Response Programs:

In addition to the above programs, PECO will act as a PJM Curtailment Service Provider (CSP) for Customers who wish to participate in PJM's Economic and Emergency Load Response Programs. The conditions under which the Customer will be asked curtail and the methodology for calculating the amount of energy curtailed will be specified in the customer's contract.

RATE AND BILLING. The Customer will be billed for its energy usage and demand in accordance with all of the terms and conditions of their billing rate (HT, PD, GS) and any applicable riders, with the following modifications:

Monthly administration charge: Customers executing a contract for Economic Curtailment will be subject to the following additional monthly charge: \$101.50

Interruptible Demand Credit ("IDC"): If the Customer's contract includes provisions for ALM Curtailment, then each month the Company will apply an Interruptible Demand Credit (IDC), expressed as a \$/kW month to the Customer's monthly electric bill. The IDC shall be applied to the Customer's interruptible demand, which is the capacity for which the Company receives ALM credit from PJM, or the successor thereto, as specified in the PJM Reliability Assurance Agreement and PJM Manual M-19 Load Data Systems, Section 5 – "Active Load Management", or other succeeding document which governs the ALM credit and is recognized for PJM accounting purposes. The IDC shall be established in the Customer's contract and shall be based on a negotiated percentage of the clearing price for applicable PJM capacity auctions and/or prevailing capacity prices the Company pays to obtain sufficient capacity for its customers. In no event shall the percentage applied exceed 100%.

PECO Energy Company

INTERRUPTIBLE RIDER - 2 (continued)

~~Curtailed Energy Credit ("CEC"): If the Customer's contract includes provisions for Economic Curtailment, then the Company will apply, on an annual basis, the CEC to the Customer's energy and capacity charges to compensate the Customer for curtailing energy usage during periods of high energy prices. The amount of the Customer's CEC will be established in the Customer's contract.~~

~~Customers who sign up for both Economic Curtailment and ALM Curtailment will be eligible for the CEC on any load curtailed above the amount required for their ALM Curtailment.~~

~~**PENALTY FOR FAILURE TO CURTAIL.** In any billing month in which the Customer fails to comply with a mandatory ALM curtailment, above, the Company will not apply the IDC to the Customer's bill. Additionally, the Customer will be responsible for any penalties or other economic consequences imposed by PJM, as described in PJM manual M-19, or the successor thereto. For customers who participate in the PJM day-ahead economic program, appropriate penalties, as described in PJM's FERC Electric Tariff, will apply.~~

~~**OTHER RIDERS.** Firm back-up or maintenance power under the Auxiliary Service Rider may not be purchased or used to serve interruptible load during periods of interruption. Customers served under the Curtailment HT Rider and Large Interruptible Load Rider ("LILR") are not eligible for the ALM Curtailment portion of this rider.~~

INTERRUPTIBLE RIDER – Mandatory

AVAILABILITY. This rider is applicable to any non-residential Customers, who fulfill the Load Requirement and can demonstrate to the Company's satisfaction the ability to reduce load in accordance with the "Curtailment" section below. The Company shall be the sole judge of whether the Customer is eligible for a rate negotiated pursuant to this rider. The Customer's participation in other load curtailment programs may render them ineligible to participate in the curtailment programs described below.

LOAD & METERING REQUIREMENTS. A customer must have interval metering with the ability to measure the kW rate of usage every half-hour or have a Company approved acceptable alternate method of measuring the load drop. The customer must also have the ability to curtail, at a minimum, 100 kW of load that meets the requirements of the PJM Load Management (LM) Interruptible Load for Reliability procedures (ILR) or Demand Resource procedures (DR), as described in the PJM Open Access Transmission Tariff (OATT), or its successor.

FIRM DEMAND. The firm demand is the demand to which or by which the Customer must reduce its load when called upon to curtail pursuant to the LM Program as described in PJM Manuals or any successor, or the applicable PJM Reliability Assurance Agreement, or its successors. A Customer has the option of (1) establishing a Firm Service level (a predetermined level in kW to which they will reduce their load upon notification by the Company) or (2) establishing a Guaranteed Load Drop (a predetermined kW amount by which the Customer must reduce their load upon notification by the Company).

TERM OF CONTRACT. The contract term for service under this rider shall be for a period of no more than one year and shall renew from year to year thereafter unless cancelled in writing by either party by February 15th for the following planning year.

CURTAILMENT. The Customer's contract will include provisions for activation that are consistent with PJM's LM Program. An activation is referred to as an event. The conditions under which the Customer will be asked to curtail and the methodology for calculating the amount of economic benefit will be specified in the Customer's contract.

RATE AND BILLING. The Customer will be billed for its energy usage and demand in accordance with all of the terms and conditions of their billing rate and any applicable riders, with the following modifications:

Interruptible Demand Credit ("IDC"): Each month the Company will apply an Interruptible Demand Credit (IDC) to the Customer's monthly electric bill. The IDC shall be applied to the Customer's interruptible demand, which is the capacity for which the Company receives ILR credit from PJM, or the successor thereto, as specified in the PJM Reliability Assurance Agreement or its successor. The IDC shall be established in the Customer's contract.

PENALTY FOR FAILURE TO CURTAIL. The Customer will be responsible for any penalties or other economic consequences imposed by PJM, as described in PJM manual, or its successor.

OTHER RIDERS. Customers who sign up for the Interruptible Rider – Mandatory will automatically be signed up for the Interruptible Rider – Voluntary & System Reliability. During an event Customers will be eligible for payment provisions of the voluntary program that do not coincide with payment as part of the mandatory program. Firm back up or maintenance power under the Auxiliary Service Rider may not be purchased or used to serve interruptible load during periods of interruption.

Issued Month xx, 200x
January 1, 2010

Effective

INTERRUPTIBLE RIDER – Voluntary & System Reliability

AVAILABILITY. This rider is applicable to all Customers, 10 kW and greater, who fulfill the Load Requirement and can demonstrate to the Company's satisfaction the ability to reduce load in accordance with the "Curtailment" section below. The Company shall be the sole judge of whether the Customer is eligible for a rate negotiated pursuant to this rider. The Customer's participation in other load curtailment programs may render them ineligible to participate in the curtailment programs described below.

LOAD & METERING REQUIREMENTS. A customer must have interval metering with the ability to measure the kW rate of usage every half-hour or have a Company approved acceptable alternate method of measuring the load drop.

LOAD REDUCTIONS. The Company will determine a customer's Load Reduction following a called event based upon the difference between the Customer's baseline electric load profile during the event and its actual electric load profile during the event.

TERM OF CONTRACT. The contract term for service under this rider shall be for a period of one year and shall renew from year-to-year thereafter unless cancelled in writing by either party by February 15th for the following planning year.

CURTAILMENT. The Company will initiate a voluntary curtailment event in response to: (1) shortages of available capacity on the Company's distribution system; (2) shortages of available capacity on the transmission system located in the Company's service territory; and (3) notification of an economic energy event. One or more types of events may be called simultaneously depending on the circumstances existing at the time of the event.

An activation is referred to as an event. The duration of an event will not be less than two hours and not more than eight hours in duration, except in extreme circumstances where the Company may extend the event beyond eight hours to achieve relief from localized system congestion. Generally the Company expects to provide notice of no less than one hour prior to any event. The specific conditions under which the Customer will be asked to curtail and the methodology for calculating the amount of energy curtailed will be specified in the Customer's contract.

RATE AND BILLING. The Customer will be billed for its energy usage and demand in accordance with all of the terms and conditions of their billing rate and any applicable riders, with the following modifications:

The Company will calculate the Customer's compensation by multiplying the Customer's Total Energy Reduction for an event (kWh) by the value of those kWh's during the event as specified in the Customer's contract.

Monthly Administrative Charge – Customers signing up for this rider shall be charged a monthly fee of \$25.00

PENALTY FOR FAILURE TO CURTAIL. The Company does not assess noncompliance charges to a Customer that does not provide its Load Reduction upon notification.

OTHER RIDERS or PROGRAMS. Customers who sign up for the Interruptible Rider – Mandatory will automatically be signed up for the Interruptible Rider – Voluntary. During an event Customers will be eligible for payment provisions of the voluntary program that do not coincide with payment as part of the mandatory program. Any portion of a Customer's Load Reduction that is already committed to PJM or other curtailment service providers under other tariffs or contracts is not considered in the determination of the compensation due to such Customer under this rider. Firm back up or maintenance power under the Auxiliary Service Rider may not be purchased or used to serve interruptible load during periods of interruption.

INVESTMENT RETURN GUARANTEE RIDER

AVAILABILITY/APPLICABILITY. To contracts which require investment in supply facilities greater than warranted by the incremental revenue recovered through the Company's tariffed Variable Distribution Service Charges of the Base Rate under which PECO Energy provides service.

COST OF EXTENSION. The cost of the extension of supply facilities, including the cost of the service connection, shall be set forth in each agreement for the application of this rider.

MINIMUM GUARANTEE. The minimum monthly payment shall be the amount set forth in the rider agreement or, in the event of later increases of the customer's load, the minimum of the rate at which service is rendered, whichever minimum obligation is the greater.

CONSTRUCTION ADVANCES. Where the service desired is of a special character or doubtful permanency, the Company will require payment of a sum equal to the cost of the extension as an advance for construction. A credit of 20% of the net amount of the customer's revenue recovered through the Company's tariffed Variable Distribution Service Charges will be allowed by the Company up to an aggregate refund of 100% of such sum, with the right to retain such portion of the advance as needed to guarantee the payment of subsequent bills.

FULFILLMENT OF CONTRACT TERM. In the event of the discontinuance for any reason of the distribution of energy before the expiration of the term of the contract with which this rider is applied, the customer shall pay the Company immediately thereon a pro rata share of the cost of the extension for the unexpired portion of the contract term.

OWNERSHIP OF DISTRIBUTION SUPPLY FACILITIES. The provisions of this rider shall not under any circumstances be considered as conferring upon the customer any title to, or right of property in, the distribution supply facilities.

CONTRACT TERM. Contract terms in excess of one year may be arranged with the customer to assure the return required by the investment in distribution supply facilities.

PECO Energy Company

Keystone Opportunity Zone Rider (KOZR)

~~(DO WE ELIMINATE THIS RIDER OR DOES IT BECOME A COMPONENT OF E2R2?)~~

Availability/Applicability. This rider is available to customers taking service under Rate HT, PD or GS at a Qualified New Service Location in a Keystone Opportunity Zone or an Expanded Keystone Opportunity Zone in accordance with the requirements below. Customers utilizing Rule 4.6 special contract provisions are excluded from eligibility. The Company will not begin to apply the rider until at least 30 days after the customer provides to the Company written notice of its desire to be placed on the rider accompanied by the necessary documentation of qualification.

Qualified New Service Location. A Service Location will be considered a Qualified New Service Location if the customer can satisfy all of the conditions listed below. The application for the rider must be made within six months of the date that the customer first received service from the Company. (C)

- ~~1. The customer files with the Company at the time of application, and annually thereafter if requested, documentation acceptable to the Company indicating that the Commonwealth of Pennsylvania has certified the customer location as a qualified business under the Keystone Opportunity Zone or Expanded Keystone Opportunity Zone programs. However, this rider is not available to a customer that relocates from another service location within the Company's service territory.~~
- ~~2. The Company has not previously provided service to the Service Location, or the service previously provided by the Company to the Service Location was not used for substantially the same type of operation or was terminated at least twelve (12) months prior to the new customer first receiving service from the Company. These requirements are waived for existing Service Locations where an entity has assumed operation of a Service Location from a customer that has ceased operations as a result of dissolution, so long as the formation of the entity that assumes operation of the Service Location did not occur as a result of merger, joint venture, acquisition and/or any other variation of combined business structures with the former customer at the Service Location.~~
- ~~3. There is no unpaid balance, including but not limited to a late fee for the Service Location, attributable to the customer applying for the rider.~~

Definitions.

- ~~1. Service Location. A single or contiguous premise having one or more delivery points for distribution service billed by the Company under a single account.~~
- ~~2. Keystone Opportunity Zone or an Expanded Keystone Opportunity Zone. As defined by Commonwealth of Pennsylvania, in Act 92 of 1998, as amended.~~

Rate Effect. Subject to the restrictions described below, the rate effect of this rider will be applied monthly, providing the customer does not have an unpaid balance which includes a late fee, and will: (what discount mechanism should be used?)

- ~~1. provide a one-cent per kilowatt-hour reduction of Competitive Transition Charge (CTC) through December 31, 2010, for kilowatt-hours subject to CTC charges for each monthly billing period; or~~
- ~~2. a 1.35-cent per kilowatt-hour reduction of CTC for kilowatt hours subject to CTC charges for each monthly billing period for the four-year period commencing with the first month the customer is on the rider. In no event, however, under either alternative, can the reduction exceed the total CTC for the account otherwise chargeable in the applicable monthly billing period.~~

Term of Contract. Depending on the alternative chosen by the customer, this rider will be in effect for billing periods through, the earlier of, December 31, 2010, or four years from the date the rider first applies, as applicable, or until the Customer otherwise fails to qualify.

Transfer of Ownership. Service under this rider is not transferable to any future customer at the Service Location, unless agreed to by the Company.

Other Riders. This rider is not available in conjunction with the Auxiliary Service Rider, Economic Efficiency Rider, Employment and Economic Recovery Rider, Incremental Process Rider, or Temporary Service Rider. A customer on the KOZR may not later be placed on the Employment and Economic Recovery Rider unless the full term of the KOZR has expired.

(C) Indicates Change

LARGE INTERRUPTIBLE LOAD RIDER
(NEED TO DISCUSS)

AVAILABILITY. This rider is restricted to Rate HT and EP customers under contract, pursuant to this rider, on December 1, 1995. Customers must satisfy the load requirement defined below.

FIRM DEMAND. The firm demand is the demand to which the customer must reduce its load when called upon to interrupt pursuant to the "Interruptions" section below.

LOAD REQUIREMENT.

The average of the customer's maximum daily On-Peak demands on the 60 days with the customer's highest on-peak maximum measured demands during the most recent summer billing period (June through September in the same calendar year) must be 10,000 kW or greater than the customer's firm demand as originally specified in the contract between the customer and the Company. The Company will not begin to bill a customer pursuant to the "Energy and On-Peak Billing Demand" section of this rider until the customer has satisfied this load requirement. If a customer fails to satisfy its load requirement in a summer billing period, the Company will no longer bill the customer in accordance with the provisions of the "Energy and On-Peak Billing Demand" section of this rider until the customer again satisfies its load requirement. A customer under agreement to be served under the former Supplemental Energy provision of the Night Service HT Rider on or before June 1, 1993 is exempt from the above load requirement and may continue to qualify for this rider based on the load requirement in effect at the time that such customer executed its contract or agreement.

For a customer that operates standby generation or that uses cogeneration to serve any portion of its load during an interruption, the Company, at any time, has the right to inspect the customer's equipment or operating records to obtain reasonable assurance that the customer will be able to comply with an interruption request. If the Company in good faith believes that the customer is not capable of complying completely with an interruption request, and the customer is not able to remedy the condition that the Company believes would render the customer unable to comply completely, the Company will then, (1) require the customer to amend its contract to reflect a higher firm demand to which the Company in good faith believes that the customer would be able to reduce load, or, (2) terminate the customer's contract if the required increase in firm demand would render the customer unable to satisfy the load requirement as described in the preceding paragraph.

INTERRUPTIONS.

When, in the sole judgment of the Company and at any time of day and for any duration, there exists any potential or actual production, transmission, or distribution capacity limitation, the customer must reduce load for the duration of the interruption to its firm demand within one hour of notification by the Company during the On-Peak interruption hours (as defined in the "Penalty for Failure to Interrupt" section below) in the months of June through September. The customer will be required to reduce load to its firm demand within two hours of notification by the Company during all other hours. (The Company will make its best efforts to notify the customer as far in advance as possible).

PENALTY FOR FAILURE TO INTERRUPT.

Definition of Peak Interruption Hours: On-peak interruption hours are the hours between 8:00 am and 8:00 pm - Eastern Standard Time or Daylight Savings Time, whichever is in common use, Monday through Friday except Saturdays, Sundays and holidays (as defined in the "Definitions Of Terms And Explanation of Abbreviations" Section of the Company's Tariff). Off-peak interruption hours are all hours other than On-Peak interruption hours.

Each time the customer fails to comply with the "Interruptions" section above, the following will occur:

- A. June through September Exclusively On-Peak:
 - 1. Firm Demand Adjustment - The Company will increase the customer's firm demand to the third highest On-Peak half-hour demand measured during the interruption for a minimum 12 month period, subject to successful completion of a test described in the subsection headed "Request for Test". For purposes of applying this penalty provision, the Firm Demand Adjustment applied to summer months will not be used to establish demand minimums for the following winter months. The Firm Demand adjustment will become effective in the month of the failure to interrupt; and
 - 2. Penalty per kW of Uninterrupted Demand - The Company will apply a penalty of \$24 per kW to the difference between the firm demand in effect immediately preceding the interruption and the maximum demand measured during the interruption period. The penalty will be applied to the customer's bill in the month in which the failure to interrupt occurs.
- B. October through May Exclusively On-Peak:
 - 1. Same as A.1. above.

PECO Energy Company

LARGE INTERRUPTIBLE LOAD RIDER (continued)

C. Exclusively Off-Peak:

1. Same as A.2. above.

If an interruption spans On-Peak and Off-Peak Hours, the "Firm Demand Adjustment" will be based on the customer's third highest half-hour demand during the On-Peak Hours of interruption. The "Penalty per kW of Uninterrupted Demand" will be based on the customer's highest half-hour demand measured during the entire interruption period, except that in the months of October through May, such penalty shall be based on the highest half-hour measured demand during the Off-Peak Hours of the interruption.

Request for Test: Twelve months or thereafter following the month in which a customer fails to interrupt to its firm demand, the customer may request a test interruption to be conducted during On-Peak Hours to establish a new firm demand. The Company, in its sole judgment, will schedule the time and establish the length and acceptance criteria for the test interruption and will determine if the customer has met the acceptance criteria. A test interruption will establish a customer's new firm demand.

UNBUNDLED RATE AND BILLING.

Definition of Peak Billing Hours: On-peak billing hours are the hours between 8:00 am and 8:00 pm Eastern Standard Time or Daylight Savings Time, whichever is in common use, Monday through Friday except Saturdays, Sundays and holidays (as defined in the "Definitions Of Terms And Explanation of Abbreviations" Section of the Company's Tariff); except that On-Peak billing hours will end at 4:00 pm on Fridays. Off-peak billing hours are all hours other than On-Peak billing hours.

On-Peak Billing Demand: The On-Peak billing demand shall be the firm demand as originally specified in the contract or the adjusted firm demand (as determined in accordance with the "Penalty For Failure To Interrupt" section), if applicable, between the customer and the Company, adjusted for power factor and excess Off-Peak demand, if any. The On-Peak billing demand for the winter billing months of October through May shall not be less than 80% of the highest billing demand during the summer billing period before execution of the contract. In no case shall the On-Peak billing demand be less than the minimum billing demand calculated in accordance with the customer's applicable firm Rate (Rate HT or Rate EP). If the Company, pursuant to Rule 11.3 of the Company's Tariff, permits a customer to reduce its firm demand during a winter billing month, the customer's On-Peak billing demand for the remaining winter months shall not be less than 80% of the highest billing demand in the most recent preceding summer billing period.

Off-Peak Billing Demand: The Off-Peak billing demand shall be the amount by which the maximum measured demand during Off-Peak Hours exceeds the On-Peak billing demand, whether the latter is a minimum or an actual measured demand adjusted for power factor, except that, when said maximum measured demand during Off-Peak Hours exceeds the demand specified in the contract for Off-Peak Hours, said maximum registered measured demand shall be reduced by the amount of such excess. In addition, when the highest measured demand during the Off-Peak Hours exceeds the demand specified in the contract for Off-Peak Hours, the amount of such excess Off-Peak demand shall be added to the On-Peak Billing Demand.

Distribution Charges:

Fixed Distribution Service Charge: Rate HT Fixed Distribution Charge using On-Peak Billing Demand

Variable Distribution Service Charges for On-Peak kWh associated with interruptible load (adjusted for power factor pursuant to Rule 15.3(d) and applicable gross receipts tax): \$0.0064 per kWh (I)

Variable Distribution Service Charges for all other kWh: Rate HT Variable Distribution Charges using On-Peak Billing Demand

Off-peak Charge per kW of Off-Peak billing demand per month: \$0.92

Night Service Billing and Metering Charge: \$11.39

Competitive Transition Charges:

Competitive Transition Charges for On-Peak kWh associated with interruptible load (adjusted for power factor pursuant to Rule 15.3(d)): \$0.00 per kWh

Competitive Transition Charges for all other kWh: Rate HT Competitive Transition Charges using On-Peak Billing Demand

Energy and Capacity Charges:

Energy and Capacity Charge for On-Peak kWh associated with the customer's interruptible load (adjusted for power factor pursuant to Rule 15.3(d)): PECO Energy hourly PJM billing rate or its replacement (adjusted for Pennsylvania Gross Receipts Tax). The energy usage billed at this rate shall not exceed the energy usage during the Off-Peak Hours during the current billing month.

Energy and Capacity Charges for all other kWh: Rate HT Energy Charges using On-Peak Billing Demand.

THE STATE TAX ADJUSTMENT CLAUSE AND RATE HT TIME-OF-USE ADJUSTMENT CLAUSES ARE NOT APPLICABLE TO THE ON-PEAK ENERGY AND CAPACITY CHARGES ASSOCIATED WITH THE CUSTOMER'S INTERRUPTIBLE LOAD. THE NUCLEAR DECOMMISSIONING COST ADJUSTMENT APPLIES TO THIS RIDER.
FACILITIES.

(I) Indicates Increase

LARGE INTERRUPTIBLE LOAD RIDER (continued)

Additional expenses required by the Company to implement this rider including, but not limited to, the cost of communication, telemetering or telephone equipment, shall be paid by the customer.

OTHER RIDERS.—The Curtailment HT Rider is not available in conjunction with this rider. The rate reductions specified in the Employment and Economic Recovery Rider are not applicable to the energy usage associated with the interruptible load, in both On-Peak and Off-Peak Hours, even if all of that energy usage, or any portion of it, is being billed in accordance with the applicable Rate (Rate HT or Rate EP) due to the application of the provisions in the "Penalty For Failure To Interrupt" section or because the customer has failed to satisfy its load requirement. In addition, the On-Peak energy usage charge for energy usage associated with interruptible load is not applicable to back-up or maintenance power as defined in the Auxiliary Service Rider (ASR), except when such power would otherwise be billed as supplementary power under the ASR. Firm back-up or maintenance power may not be used to serve interruptible load during periods of interruption.

TERM OF CONTRACT/RIGHTS AND CONSEQUENCES ASSOCIATED WITH DIRECT ACCESS.—Customers served under this rider may remain on this rider throughout the Statutory Transition Period, and may terminate their service under this rider on thirty (30) days notice. Throughout the Statutory Transition Period or any rate cap period contained in the Joint Petition for Full Settlement, whichever is longer, customers may remain on the rider while also obtaining Competitive Energy Supply. If a customer wishing to remain on this rider obtains Competitive Energy Supply, the customer will continue to pay the unbundled Distribution Charges and Competitive Transition Charges set forth in the Unbundled Rate And Billing section of this rider, and will be entitled to the unbundled Energy and Capacity Charges set forth in that section should the customer wish to return to Default PLR Service.

Included in new Interruptible Rider

Issued September 10, 2008 July 9, 1998

Effective January 1, 1999

NIGHT SERVICE GS RIDER

(The number of customers served under this rider may be limited by the availability of the required demand meters.)

AVAILABILITY/APPLICABILITY. To service provided during Off-Peak Hours for demands in excess of those supplied during On-Peak Hours. The demand specified for Off-Peak Hours may be limited to an amount determined by the Company which shall be dependent upon the capacity of the generation, transmission and distribution facilities available for such supply.

DEFINITION OF PEAK HOURS. On-Peak Hours are defined as the hours between 8:00 am and 8:00 pm, Eastern Standard Time or Daylight Savings Time, whichever is in common use, daily except Saturdays, Sundays and holidays; except that the On-Peak Hours will end at 4:00 pm on Fridays. Off-Peak Hours are defined as the hours other than those specified as On-Peak Hours.

RATE IMPACT. Rate GS (with demand measurement), including all its terms and guarantees, is applicable. The blocking of the energy charges contained in the Variable Distribution Service Charges, CTCs, and Energy and Capacity Charges (if applicable) shall be based on the billing demand for On-Peak Hours. If the customer receives Default PLR Service, the terms of this rider shall also not apply to the Energy Supply and Capacity Charge. (C)

MONTHLY RATE TABLE.

Night Service billing and metering charge: \$9.11

The meter charge will be \$5.00 for those customers served before November 23, 1983 whose metering does not provide for the extended Off-Peak Hours beginning at 4:00 pm on Fridays.

Charge per kW of Off-Peak billing demand per month: \$0.48 per kW. (H)

STATE TAX ADJUSTMENT CLAUSE APPLIES TO THIS RIDER.

DETERMINATION OF OFF-PEAK BILLING DEMAND. The Off-Peak billing demand shall be the amount by which the greatest demand during Off-Peak Hours, as determined by measurement, exceeds the billing demand for On-Peak Hours, whether the latter is a minimum or an actual demand.

OTHER RIDERS. This rider will not be applied in conjunction with the Temporary Service Rider.

TERM OF CONTRACT. The initial contract term shall be for at least one year.

(C) Indicates Change

(H) Indicates Increase

NIGHT SERVICE HT RIDER

AVAILABILITY/APPLICABILITY. To service provided during Off-Peak Hours for demands in excess of those supplied during On-Peak Hours. The demand specified for Off-Peak Hours shall be limited to an amount determined by the Company which shall be dependent upon the capacity of the generation, transmission and distribution facilities available for such supply.

DEFINITION OF PEAK HOURS. On-Peak Hours are defined as the hours between 8:00 am and 8:00 pm, Eastern Standard Time or Daylight Savings Time, whichever is in common use, daily except Saturdays, Sundays and holidays; except that the On-Peak Hours will end at 4:00 pm on Fridays. Off-Peak Hours are defined as the hours other than those specified as On-Peak Hours.

RATE IMPACT. Rates HT or EP, including all terms and guarantees, are applicable during On-Peak Hours. The capacity charges and blocking of the energy charges contained in the Variable Distribution Service Charges, CTCs, and Energy and Capacity _____ (C) Charges (if applicable) shall be based on the billing demand for On-Peak Hours except that, when the greatest demand during Off-Peak Hours, as determined by measurement, exceeds the demand specified for Off-Peak Hours, the amount of such excess shall be added to the billing demand for On-Peak Hours and the resultant sum shall then constitute the basis for said capacity charges and blocking of energy charges. If the customer receives Default PLR Service, the terms of this rider shall also not apply to the Energy Supply and Capacity Charge.

MONTHLY RATE TABLE.

Night Service billing and metering charge: \$11.39
Charge per kW of Off-Peak billing demand per month: \$0.92

(H) |

STATE TAX ADJUSTMENT CLAUSE APPLIES TO THIS RIDER.

DETERMINATION OF OFF-PEAK BILLING DEMAND. The Off-Peak billing demand shall be the amount by which the greatest demand during Off-Peak Hours, as determined by measurement, exceeds the billing demand for On-Peak Hours, whether the latter is a minimum or an actual demand, except that, when said greatest demand during Off-Peak Hours exceeds the demand specified for Off-Peak Hours, said greatest Off-Peak demand shall be reduced by the amount of the excess in determining the Off-Peak billing demand.

OTHER RIDERS. Where the Off-Peak Rider and this rider are applied to the same contract, the Off-Peak Rider will be applied only to the provisions of the contract, and this rider will then be applied to the contract as modified. This rider will not be applied in conjunction with the Temporary Service Rider.

TERM OF CONTRACT. The initial contract term shall be for at least one year.

(C) Indicates Change/Increase.

NIGHT SERVICE PD RIDER

AVAILABILITY/APPLICABILITY. To service provided during Off-Peak Hours for demands in excess of those supplied during On-Peak Hours. The demand specified for Off-Peak Hours shall be limited to an amount determined by the Company which shall be dependent upon the capacity of the generation, transmission and distribution facilities available for such supply.

DEFINITION OF PEAK HOURS. On-Peak Hours are defined as the hours between 8:00 am and 8:00 pm, Eastern Standard Time or Daylight Savings Time, whichever is in common use, daily except Saturdays, Sundays and holidays; except that the On-Peak Hours will end at 4:00 pm on Fridays. Off-Peak Hours are defined as the hours other than those specified as On-Peak Hours.

RATE IMPACT. Rate PD, including all terms and guarantees, is applicable during On-Peak Hours. The capacity charges and blocking of the energy charges contained in the Variable Distribution Service Charges, CTCs, and Energy Supply and Capacity Charges (if (C) applicable) shall be based on the billing demand for On-Peak Hours except that, when the greatest demand during Off-Peak Hours, as determined by measurement, exceeds the demand specified for Off-Peak Hours, the amount of such excess shall be added to the billing demand for On-Peak Hours and the resultant sum shall then constitute the basis for said capacity charges and blocking of energy charges. If the customer receives Default ~~PLR~~ Service, the terms of this rider shall ~~also not~~ apply to the Energy Supply and Capacity Charge.

MONTHLY RATE TABLE.

Night Service billing and metering charge: \$11.39
Charge per kW of Off-Peak billing demand per month: \$0.87

(H)

STATE TAX ADJUSTMENT CLAUSE APPLIES TO THIS RIDER.

DETERMINATION OF OFF-PEAK BILLING DEMAND. The Off-Peak billing demand shall be the amount by which the greatest demand during Off-Peak Hours, as determined by measurement, exceeds the billing demand for On-Peak Hours, whether the latter is a minimum or an actual demand, except that, when said greatest demand during Off-Peak Hours exceeds the demand specified for Off-Peak Hours, said greatest Off-Peak demand shall be reduced by the amount of the excess in determining the Off-Peak billing demand.

OTHER RIDERS. Where the Off-Peak Rider and this rider are applied to the same contract, the Off-Peak Rider will be applied only to the provisions of the contract, and this rider will then be applied to the contract as modified. This rider will not be applied in conjunction with the Temporary Service Rider.

TERM OF CONTRACT. The initial contract term shall be for at least one year.

(C) Indicates Change/increase

PECO Energy Company

Consider Elimination

OFF-PEAK RIDER

(The application of this rider is restricted to those customers who were served under its provisions as of October 5, 1972.)

AVAILABILITY/APPLICABILITY. To the restricted use of purchased energy caused by the seasonal requirements of customers other than those using the service for comfort cooling.

WINTER MONTHS DEFINED. November, December, January and February.

SUMMER MONTHS DEFINED. June, July, August and September.

BASE CONTRACT. The Customer shall enter into a standard contract for distribution service under the applicable rate which will stipulate the maximum billing demand to be supplied.

RESTRICTED USE. Use shall be restricted between the hours of 7:00 am and 7:00 pm daily except Saturdays, Sundays and holidays to demands not in excess of 50% of the maximum billing demand of the Customer's contract both during the winter months and, upon notice by Company given at least twelve hours prior to the time the Customer is to restrict the use of distribution service and specifying the duration of such restricted use, during periods of hot weather occurring in the summer months.

RATE IMPACT. Distribution service taken each month shall be paid for at the applicable rate under the contract except as modified by the terms of this rider. The minimum payment obligations of the applicable rate under the contract shall not apply during the winter months nor during any summer month in which notice of restriction has been given to Customer. If the customer receives Default PLR Service, the terms of this rider shall also apply to the Energy and Capacity Charge.

EXCESS DEMAND. Demands in excess of 50% of the maximum billing demand stipulated in the Customer's contract imposed between the hours of 7:00 am and 7:00 pm daily except Saturdays, Sundays and holidays either during the winter months, or in a summer month during a period for which notice has been given to restrict use, will be billed an additional charge of \$5.03 per kilowatt per month for such excess demand.

STATE TAX ADJUSTMENT CLAUSE APPLIES TO THIS RIDER.

TERM OF CONTRACT. Coincidentally with the term of the rate applied.

RECEIVERSHIP RIDER

AVAILABILITY/APPLICABILITY. To service provided to a Receiver-Trustee for the continued operation of a property formerly under contract for its electric service requirements.

AUTHORITY FOR OPERATION. The Receiver-Trustee shall possess the authority under appointment by Court, through an order duly entered, to operate premises recited in a contract for electric service under which the Company has been providing service.

ACCEPTANCE. The Receiver-Trustee shall accept and adopt for the continuation of service the contract theretofore in effect, including all of its provisions, and agree to pay the Company for all charges levied during the receivership-trusteeship at the rate specified therein.

BILLING. The Company reserves the right to render bills on a biweekly basis. To provide for biweekly billing under this rider, the provisions of the applicable rate and rider, if any, will be modified as follows:

- (a) Where applicable, all references to monthly or month will be changed to biweekly or biweek.
- (b) Where applicable, capacity charges will first be determined from the pricing in the monthly rate table and such sum will then be multiplied by 14/30ths (0.4667) to determine the capacity charges for the billing period.
- (c) The energy charges will be determined by using the prices in the monthly rate table; however, the limit of the kilowatt-hours to be billed in each price block will be determined by multiplying the hours' use of billing demand for each price block or the kilowatt-hour limits of a given price block by 0.4667.
- (d) The high voltage discount applicable to Rate HT will be determined by using the pricing in the monthly rate table and such sum will then be multiplied by 0.4667 to determine the discount for the billing period.
- (e) The minimum charge will be determined on a monthly basis and such sum will then be multiplied by 0.4667 to determine the minimum charge for the billing period.
- (f) A discount of 0.4% will be applied to the total bill.
- (g) A bill will be rendered biweekly covering the charges for the preceding billing period and such bill shall be paid within fifteen (15) days after receipt thereof.

If the customer receives Default PLR-Service, the terms of this rider shall also apply to the Energy Supply and Capacity Charge. (C)

TERM OF CONTRACT. The completion of the term of the contract taken over, or as terminated by the discharge of the Receiver-Trustee, or as arranged with the Receiver-Trustee for the continuation of service under the standard terms of this Tariff.

(C) Indicates Change

PECO Energy Company

SEASONAL CAPACITY CHARGE SERVICE RIDER

AVAILABILITY. For service to Rate HT customers that satisfy both of the following eligibility requirements:

1. The average of the customer's billing demands during the most recent December-February billing period (the most recent consecutive December, January and February billing months) must be at least 2,000 kW greater than the customer's highest billing demand during the summer billing period (consecutive billing months of June through September) preceding the most recent December-February billing period.
2. The customer may not have installed generation equipment the sole function of which is peak shaving.

The rider shall be available on a first-come-first-served basis. The Company will continue to place qualifying customers on this rider until the placement of an additional customer would increase the total monthly non-coincident peak load supplied under this rider to 40 MW or more.

RATE AND BILLING. Rate HT High Tension Power, including all of its terms and conditions, except that the On-Peak capacity charges shall be as follows:

<u>Summer Months</u> <u>(June through September)</u>	<u>Winter Months</u> <u>(October through May)</u>
Distribution Charge \$3.19 per kW	Distribution Charge \$0.80 per kW
CTC \$8.89 per kW	CTC \$2.22 per kW (D) (C)

~~Energy and Capacity Charge Prices: The following energy charges will apply to customers that receive Default PLR Service and are not applicable to customers who purchase Competitive Energy Supply.~~

Summer Months	Winter Months
Energy and Capacity Charge \$13.40 per kW	Energy and Capacity Charge \$3.34 per kW (I)

The preceding modifications to the "Energy and Capacity Charges" will apply to the customer if the customer receives Default PLR Service. These modifications to the "Energy and Capacity Charges" will not apply to the customer if it obtains Competitive Energy Supply.

STATE TAX ADJUSTMENT CLAUSE APPLIES TO THIS RIDER.

OTHER RIDERS. A customer served under this rider may not receive service under the Employment and Economic Recovery Rider, the Large Interruptible Load Rider, or the Curtailment HT Rider. (C)

TERM OF CONTRACT. Service under this rider shall be for a period of at least three years.

(C) Indicates Change/Increase

TEMPORARY SERVICE RIDER

APPLICABILITY. To the provision of service, including builders construction service, when the Company must install temporary facilities that will be used for a limited period or for a service that is of doubtful permanency.

AVAILABILITY. Temporary service will be provided only when the Company has available distribution facilities with sufficient capacity, and if the provision of service will not in any way interfere with service to other customers.

INVESTMENT IN DISTRIBUTION FACILITIES. The cost of the extension and removal of facilities required to furnish the temporary service under the applicable rate shall be paid by the customer, but such payment shall not confer upon, nor entitle the customer to any title to, or right of property in, said facilities and equipment.

MINIMUM TERM. Application of this rider to Rates R, R-H and GS shall not, for billing purposes, be considered to be for a period of less than one month.

Application of this rider to Rates PD and HT shall require payment of the minimum provisions of the contract for each month of the temporary service period, but in no case shall such period be considered, with respect to the guarantee of the monthly minimum charges, as of less duration than 6 months.

RATE IMPACT. When this rider is applied to Rates PD or HT, the last price block of the energy charges of the Variable Distribution Service Charges, CTCs, and Energy ~~Supply and Capacity~~ Charges (If the customer receives Default PLR-Service) shall not apply, and energy use (C) otherwise falling into these blocks shall be billed at the prices of the second blocks of those charges in the applicable Base Rate.

TERM OF CONTRACT. Short term arrangements as agreed upon.

(C) Indicates Change

TRANSFORMER RENTAL RIDER

(This rider is in process of elimination and its application is restricted to customers who had it incorporated in contracts, or had accepted it in writing, prior to October 15, 1963. The capacity of each individual installation under this rider shall be limited to the amount in service as of that date. Ownership of facilities provided under this rider will be made available to the customer if he wishes to purchase them from the Company.)

APPLICABILITY. To the supply in Suburban Divisions, of a transformer installation furnished, operated and maintained on the premises of a customer to transform a single standard primary or high-tension service to a supply corresponding in phase and voltage to the standard polyphase secondary or primary service provided by the Company at the time when and in the territory where the installation is made. Transformation from standard high-tension service to 2,400 volts, 3-phase, although nonstandard in 4,160-volt, 3-phase areas, may be furnished at the customer's request in such areas.

INSTALLATION CONDITIONS. The transformer installation under this rider is limited to a single bank of transformers installed in accordance with the Company's applicable standards, and to exclusive operation and control by the Company. Suitable housing, foundations, supporting structures and enclosures for such installations and all secondary facilities including suitable overload protective equipment, shall be provided, owned and maintained by the customer.

MONTHLY RENTAL CHARGE.

FIXED CHARGE:	Supply Voltage	Type of Switching Installation	Amount
	2,400 volts or 4,160 volts	Outdoor or Indoor	\$ 61.11
33,000 volts	Outdoor	\$364.59	

OPERATING CHARGE: 29.01¢ per kilowatt of demand.

STATE TAX ADJUSTMENT CLAUSE APPLIES TO THIS RIDER.

DEMAND DEFINED. The demand for application of this rider shall be: (a) the billing demand of the current month, or (b) when in conjunction with the Night Service Rider, the sum of the on-peak billing demand and the excess off-peak demand of the current month.

No waivers allowable as to minimum demands shall be considered as applicable in the determination of the transformer-rental charge.

LIABILITY. The Company shall not be liable for any loss, damage or injuries to person or property, including loss of life or property, sustained by the customer, the customer's agents or employees, or by any person whatsoever, arising out of the presence or operation of said transformer installation on the customer's premises, except where caused by the negligence of the Company, its agents and employees, and except for injuries sustained by the Company's employees, not caused by the negligence of the customer, his agents and employees.

CONTRACT TERM. Coincidentally with the Base Rate with which this rider is applied, but not for less than three years from the date the rider is accepted.

PECO Energy Company

**SUBURBAN STREET LIGHTING RIDER
AVAILABILITY.**

— Available with the first regular billing cycle beginning after September 6, 1999 and limited to qualified governmental agencies and community associations that were served under base Rate SL-E as of July 8, 1999. If, however, any qualified customer that utilizes this rider chooses at any point to switch to base Rate SL-E, said customer may not thereafter return to this rider.

— This rate is not available to commercial or industrial customers. All facilities and their installation shall be approved by the Company.

MONTHLY RATE TABLE.

SERVICE LOCATION DISTRIBUTION CHARGE: \$9.68 per Service Location (as defined below)
SERVICE LOCATION CTC CHARGE: \$0.34 per Service Location (as defined below) (D)

ENERGY AND CAPACITY CHARGE: The following Energy and Capacity Charges will apply to the customer if the customer receives Default PLR Service. These charges are not applicable to the customer if it obtains Competitive Energy Supply.

0.30¢ per Watt (D)
1.87¢ per kWh (D)

TRANSMISSION SERVICE FOR CUSTOMERS RECEIVING DEFAULT PLR SERVICE: Unless such a customer is able to obtain transmission service on its own, PECO Energy will provide transmission service, and will impose charges on such a customer for such transmission service.

STATE TAX ADJUSTMENT CLAUSE, NUCLEAR DECOMMISSIONING COST ADJUSTMENT APPLY TO THIS RATE.

SERVICE LOCATION. A Service Location shall comprise each lighting installation and must be separately connected to a delivery point on the Company's secondary circuit.

DETERMINATION OF BILLING DEMAND. The wattage, expressed to the nearest tenth of a watt, of a Service Location shall be composed of manufacturer's rating of its lamps, ballasts, transformers, individual controls and other load components required for its operation. The aggregate of wattages of all Service Locations in service shall constitute the billing demand for the month.

DETERMINATION OF ENERGY BILLED. The energy use for a month of a Service Location shall be computed to the nearest kilowatt-hour as the product of one-thousandth of its wattage and the effective hours of use of such wattage during the calendar month under the established operation schedules as set forth under Terms and Conditions, Paragraph 6 Service. The aggregate of the kilowatt-hours thus computed for all Active Service Locations shall constitute the energy billed for the month.

TERMS AND CONDITIONS. Per Rate SL-E.

(D) Indicates Decrease

Voluntary Market Price Transition Deferral Rider

(C)

Purpose: The purpose of this rider is to provide a tool for customers to mitigate the impact of the move to market based rates for energy and capacity. This rider, which shall be applied to the bills of residential, small commercial and industrial customers that opt in to the program by notifying the Company, shall provide a methodology for the customer to phase-in the increase associated with the initial transition to the competitive market. The rider is designed to implement a deferral phase-in proposal that will mitigate the increase from the initial change to market based rates in 2011 for each rate class and is only effective for classes if their rate increase is 25% or higher.

Applicability: This rider shall be applicable to all residential and small commercial customers choosing to participate in the program by notifying the Company in writing prior to the start of the program. Customers who are on the Voluntary Market Rate Transition Plan or Rider are not eligible for this rider. Customers taking service under the CAP rate are not eligible for this rider.

Billing Provisions: The following per kilowatt-hour credits and cost recovery factors shall apply to the specific classes listed below:

	Credit		Recovery Factor
	2011	2012	2013,2014
Rate R	\$x.xxxx	\$x.xxxx	x.xxxx
Rate RH	\$x.xxxx	\$x.xxxx	x.xxxx
Rate OP	\$x.xxxx	\$x.xxxx	x.xxxx
Rate GS	\$x.xxxx	\$x.xxxx	x.xxxx
Rate SLS,SLE,SLP,AL	\$x.xxxx	\$x.xxxx	x.xxxx

The cost recovery factor shall be applied to the cumulative deferral with interest at the end of 2012. The factor will be a monthly charge for a customer that fully recovers the deferral with interest at 6%.

Withdrawal from Program: A customer may withdraw from the program at any time by providing the company notice at least 15 days prior to the withdraw date. The withdrawal shall be effective on the first meter reading date after notice provided there are at least 10 days between meter reading date and notice date. Any remaining balance of the amount deferred by the customer shall be payable by the customer in the first billing cycle after the withdrawal. To the extent such balance is not recovered from the customer and the customer is no longer taking service from the Company, the remaining deferred balance shall be recovered from all default service customers through the provisions for Recovery of Mitigation Cost. Failure to make payment on the surcharge for recovery of deferred revenue can result in termination of service.

Tracking of Deferrals: The Company shall track the deferral for each customer and accrue a return of 6% per annum on the deferred balance at the end of the month until the balance has been fully recovered from customers. The recovery factors above applicable to 2013, and 2014 shall include the 6% interest.

Reconciliation: The program shall have no annual reconciliation.

Other Rates and Riders: The state tax adjustment charge and the universal service charge shall not apply to amounts collected or credited under this rider.

(C) Indicates Change

WIND ENERGY SERVICE RIDER**AVAILABILITY**

Subject to the limitations described below, service under this voluntary Rider is available to all residential, commercial and industrial Customers who receive Default PLR-service under Rate Schedules R, RH, RT, GS, OP, HT, PD, and EP, including those served under special contracts. Customers who elect to receive Wind Energy Service under this Rider will be subject to the charges described below. (C)

DEFINITIONS

Pennsylvania Wind Energy – Electric capacity and energy generated from wind resources located within the Commonwealth of Pennsylvania.

Wind Block – One block equals 100 kWh of Pennsylvania Wind Energy.

Wind Energy Service – The portion of the Customer's monthly energy for which the Customer has contracted for under this Rider. The Customer will have the following options when selecting Wind Energy Service:

- Option A - Customer may select a fixed number of Wind Blocks per month.
- Option B - Customer selects 100% of their monthly energy usage.

Service Restrictions – Because Pennsylvania Wind Energy is limited, the total amount of service available under this Rider will be limited to the amount of such resources available for purchase by the Company.

Changes to Wind Energy Service – Except for Customers who are served under a special contract as described below, the Customer may change the number of Wind Blocks selected and may terminate Wind Energy Service under this Rider effective as of the Customer's next scheduled meter reading date, provided the Company has received at least 16 days prior notice.

RATES AND BILLING**MONTHLY WIND ENERGY SERVICE CHARGE**

The following charges comprise the Wind Energy Service Charge:

Energy Charge per 100 kWh block	=	\$2.54
Energy Charge for partially used selected Wind Blocks or when contracting for 100% of monthly energy	=	\$0.0254 per kWh

The Wind Energy Service Charge is in addition to the monthly energy supply and capacity charge on the Customer's _____ standard filed tariff rate. (C)

In the event, in any month, the Customer uses less than the total fixed number of Wind Blocks selected, the \$0.025 per kWh Energy Charge will apply to the portion of partially used Wind Blocks.

SPECIAL CONTRACTS

In addition, the Company, in its sole discretion, may execute a special Wind Energy Service contract with Customers that purchase the equivalent output of at least a 1 MW wind turbine for a period of two or more years.

(C) Indicates Change

INTERIM CODE OF CONDUCT

The Interim Code of Conduct is no longer applicable and has been withdrawn.

(C) Indicates Change

Issued ~~September 10, 2008~~ ~~October 20, 2004~~

Effective ~~January 1, 2011~~ ~~November 5, 2004~~

INTERIM CODE OF CONDUCT (continued)

(C)

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(C) Indicates Change

Transmission Charges

NOTE: These charges are set forth for informational purposes only, as they are not regulated by the PaPUC. These charges together with the Fixed and Variable Distribution charges in this Tariff, comply with the transmission and distribution rate cap under paragraph 21 of the Settlement.

		<u>Per kWh (except where noted)</u>
Rate R	1st 500 kWh	0.55¢
	Over 500 kWh Winter	0.55¢
	Over 500 kWh Summer	0.64¢
Rate RT	Off-peak kWh Winter	0.30¢
	On-Peak kWh Winter	1.13¢
	Off-peak kWh Summer	0.30¢
	On-Peak kWh Summer	1.23¢
Rate RH	1st 600 kWh Winter	0.56¢
	Additional Winter	0.23¢
	1st 500 kWh Summer	0.56¢
	Additional Summer	0.65¢
Rate OP	All kWh	0.05¢
Rate GS	1st 80 Hrs. Use	1.29¢
	Next 80 Hrs. Summer	0.61¢
	Additional Use-Except	0.38¢
	Over 400 Hrs&2000 kWh	0.17¢
	Space Heating	0.30¢
	Minimum Demand Charge	34.00¢/KW **
Rate Off-Peak Thermal Storage Provision	On-Peak kWh	0.25¢
	Off-Peak kWh	0.16¢
Rate PD	Capacity Charge kW	57.00¢/KW**
	1st 150 hrs. use	0.50¢
	Next 150 hrs. use	0.30¢
	Additional use	0.10¢
Rate HT	Capacity Charge KW	80.00¢/KW**
	1st 150 hrs. use	0.43¢
	Next 150 hrs. use	0.25¢
	Additional use	0.08¢

**Also applicable for calculating minimum charges. For rules of application, see Rate GS, Determination of Demand, and Rates PD, HT and EP, Determination of Billing Demand.

PECO Energy Company

Transmission Charges (continued)

Rate POL	<u>Per lighting unit (except where noted)</u>
Mercury-Vapor - Company Pole	
4000 Lumens	6.00¢
8000 Lumens	9.00¢
12000 Lumens	11.00¢
20000 Lumens	14.00¢
22000 Lumens	16.+00¢
Customer Pole	
4000 Lumens	6.00¢
8000 Lumens	9.00¢
12000 Lumens	11.00¢
20000 Lumens	14.00¢
22000 Lumens	16.00¢
Sodium Vapor - Company Pole	
5800 Lumens	9.00¢
25000 Lumens	14.00¢
50000 Lumens	16.00¢
50000 Lumens - Floodlight	17.00¢
Sodium Vapor	(C)
Customer Pole	
5800 Lumens	9.00¢
25000 Lumens	14.00¢
50000 Lumens	16.00¢
50000 Lumens -Floodlight	17.00¢
Standard Metal Halide - Company Pole	
7,800 Lumens	10.00¢
13,000 Lumens	11.00¢
20,500 Lumens	17.00¢
36000 Lumens	17.00¢
110000 Lumens	30.00¢
Customer Pole	
7,800 Lumens	10.00¢
13,000 Lumens	11.00¢
20,500 Lumens	14.00¢
36000 Lumens	17.00¢
110000 Lumens	30.00¢
Standard High Pressure Sodium Vapor	
Company Pole	
4000 Lumens	9.00¢
5800 Lumens	10.00¢
9500 Lumens	11.00¢
16000 Lumens	12.00¢
25000 Lumens	14.00¢
50000 Lumens	17.00¢
130000 Lumens	30.00¢
Customer Pole	
4000 Lumens	9.00¢
5800 Lumens	10.00¢
9500 Lumens	11.00¢
16000 Lumens	12.00¢
25000 Lumens	14.00¢
50000 Lumens	17.00¢
130000 Lumens	30.00¢
Rate SL-P	
Capacity Charge	0.02¢/KW
Energy Charge	0.13¢/kWh
Rate SL-S	
Incandescent	
320 Lumens	\$1.60
600 Lumens	\$2.21
1000 Lumens	\$3.11
2500 Lumens	\$4.29
6000 Lumens	\$4.89
10000 Lumens	\$5.85

(C) Indicates Change

Issued September 10, 2008 October 20, 2004
 January 1, 2011 November 5, 2004

Effective

Transmission Charges (continued)

	<u>Per lighting unit (except where noted)</u>
Mercury Vapor	
4000 Lumens	\$3.66
8000 Lumens	\$3.87
12000 Lumens	\$4.12
20000 Lumens	\$4.85
42000 Lumens	\$6.90
59000 Lumens	\$7.78
Sodium Vapor	
5800 Lumens	\$3.64
9500 Lumens	\$3.95
16000 Lumens	\$4.44
25000 Lumens	\$5.04
50000 Lumens	\$6.00
Rate SL-E	
Capacity Charge	0.06¢
Rate TL	
Per kWh	0.59¢/kWh
	<u>Per kWh (except where noted)</u>
Minimum per signal light	\$0.17
Rate EP	
Capacity Charge	\$1.05/KW
Energy Charge	0.08¢
Rate AL	
kWh	0.07¢
Auxiliary Service Rider	
Demand Charge kW	15.24¢/KW
Energy Charge kWh	
High Tension Voltage	0.41¢
Primary Voltage	0.49¢
Secondary Voltage	0.64¢
Interruptible Back-Up Power	
Energy Charge kWh	
High Tension Voltage	0.08¢
Primary Voltage	0.09¢
Secondary Voltage	0.30¢
Large Interruptible Load Rider	
Energy Charge kWh	0.53¢
Employment & Economic Recovery Rider - Credits	
Applicable to PLR Service	<u>Per kWh (except where noted)</u>
Existing Location kWh	
Years 1-5	0.003¢
Year 6	0.002¢
Year 7	0.002¢
Year 8	0.001¢
Year 9	0.001¢
New Service Location kWh	
Years 1-5	0.052¢
Year 6	0.042¢
Year 7	0.030¢
Year 8	0.020¢
Year 9	0.010¢
Accelerated kWh	
Years 1-4	0.070¢
Seasonal Capacity Rider	<u>Per kW (except where noted)</u>
Capacity Charge kW	
Summer	\$1.51/KW
Winter	\$0.38/KW
Suburban Lighting Rider	
Per Location	\$0.09

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 Transmission Charges – Continued

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	Per kWh (except where noted)
Rate R - CAP A	
1st 1000 kWh	29¢ **
Over 1000 kWh	CAP D
Rate R - CAP B	
1st 500 kWh	.08¢
Next 100 kWh (June - Sept only)	.40¢
Additional	.55¢
Rate R - CAP C	
1st 500 kWh	.14¢
Next 100 kWh (June - Sept only)	.40¢
Additional	.55¢
Rate R - CAP D	
1st 500 kWh	27¢
Additional	.55¢
Customer Credit *	(.28¢)
Rate R - CAP E	
1 st 500 kWh	.42¢
Additional	.55¢
Customer Credit *	(.13¢)
Rate RH - CAP A	
1 st 2000 kWh Winter	\$1.05 **
1st 1000 kWh Summer	\$1.05 **
Over 2000/1000 kWh	CAP D
Rate RH - CAP B	
Winter	
1st 500 kWh	.08¢
Additional	27¢
Summer	
1st 500 kWh	.08¢
Next 100 kWh (June - Sept only)	.40¢
Additional	.56¢
Rate RH - CAP C	
Winter	
1st 500 kWh	.14¢
Additional	27¢
Summer	
1st 500 kWh	.14¢
Next 100 kWh (June - Sept only)	.40¢
Additional	.56¢
Rate RH - CAP D	
Winter	
All kWh	27¢
Customer Credit *	(.29¢)
Summer	
1 st 500 kWh	27¢
Additional	.56¢
Customer Credit *	(.29¢)
Rate RH - CAP E	
Winter	
1 st 500 kWh	.42¢
Additional	27¢
Customer Credit *	(.14¢)
Summer	
1 st 500 kWh	.42¢
Additional	.56¢
Customer Credit *	(.14¢)

* Customer Credit when obtaining competitive energy on 1st 500 kWh

** Charges are flat charges

(C)

(C) Indicates Change