

**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 apply to the Energy and Capacity Charge.

**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.

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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 apply to the Energy and Capacity Charge.

**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.

**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 apply to the Energy and Capacity Charge.

**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

(I)

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.

(I) Indicates Increase

**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

**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 also apply to the Energy and Capacity Charge.

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

**EMPLOYMENT AND ECONOMIC RECOVERY 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. In an Opinion and Order adopted April 16, 2009, the Pennsylvania Public Utility Commission adopted the Recommended Decision of an Administrative Law Judge approving the Joint Petition for Settlement filed in PECO's post 2010 default service case. (Petition of PECO Energy Company for Approval of Its Default Service Program and Rate Mitigation Plan, Docket P-2008-2062739, Opinion and Order (Order adopted April 16, 2009.) Pursuant to the terms of the approved settlement, PECO's Employment and Economic Recovery Rider shall terminate effective December 31, 2010. Accordingly, the Employment and Economic Recovery Rider and any rate reductions provided hereunder, will end on December 31, 2010. Customers who on April 16, 2009 had current E2R2 contracts that extend past 2010 shall receive a lump sum payment for benefits that would have been received past 2010. Such benefits will be based on the most recent qualifying sales. (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.
  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
  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

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. 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.
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

<b>EMPLOYMENT AND ECONOMIC RECOVERY RIDER (continued)</b>				
<u>Year(s)</u>	<u>Variable Distribution Service</u>	<u>CTC</u>	<u>Energy &amp; Capacity*</u>	
one (1) through five (5)	0.006 cents	+ 0.016cents	+ 0.031 cents	(C)
six (6)	0.004 cents	+ 0.014 cents	+ 0.025 cents	
seven (7)	0.003 cents	+ 0.010 cents	+ 0.019 cents	(C)
eight (8)	0.002 cents	+ 0.007 cents	+ 0.012 cents	
nine (9)	0.001 cents	+ 0.003 cents	+ 0.006 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)	0.112 cents	0.346 cents	0.611 cents	(C)
six (6)	0.089 cents	0.276 cents	0.489 cents	(C)
seven (7)	0.067 cents	0.208 cents	0.367 cents	(C)
eight (8)	0.045 cents	0.139 cents	0.244 cents	(C)
nine (9)	0.022 cents	0.069 cents	0.123 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)	0.151 cents	0.466 cents	0.825 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.

**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.

**INTERRUPTIBLE RIDER 1 (IR-1)**

**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.

**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: \$101.59

**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%.

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.

**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.

### **Keystone Opportunity Zone Rider (KOZR)**

**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:

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

**PECO Energy Company**

**LARGE INTERRUPTIBLE LOAD RIDER**

**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 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): \$0.0053 per kWh

(D)

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.

(D) Indicates Decrease

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.

**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 apply to the Energy and Capacity Charge.

**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. (I)

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.

(I) 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 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 apply to the Energy 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

(I)

**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.

(I) Indicates 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 and Capacity 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 apply to the Energy 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

(I)

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.

(I) Indicates Increase

**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 and Capacity Charge.

**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.

**PECO Energy Company**

**Superseding Original Page No. 93A**

**RESIDENTIAL DIRECT LOAD CONTROL PROGRAM (DLC) RIDER**

(C)

**AVAILABILITY.**

**Central Air Conditioning Cycling Control Option:**

This rider is available to any residential retail customer under rates R, RH, RS-2, RT, OP, and CAP that (a) is the owner of the premises at which service hereunder is to be provided (or can provide an authorization form from the owner); (b) is provided with electric service at such premises through a separate meter; (c) has a fully functional electric central air conditioning system (CAC) as the principal and dedicated source of air conditioning for such premises, the electric service for which is delivered by the Company through such separate meter and is (are) capable of accepting a Company control device(s), as determined by the Company or its agent; (d) allows the Company to periodically cycle such AC compressor(s); and (e) is located at a premises where the Company's control signal can reach a control unit mounted near such connected unit.

**Electric Water Heater Control Option:**

This rider is available to any residential retail customer under rates R, RH, RS-2, RT, and CAP that (a) is the owner of the premises at which service hereunder is to be provided (or can provide an authorization form from the owner); (b) is provided with electric service at such premises through a separate meter; (c) has a fully functional electric water heater, the electric service for which is delivered by the Company through such separate meter and is (are) capable of accepting a Company control device(s), as determined by the Company or its agent; (d) allows the Company to periodically control such electric water heater(s); and (e) is located at a premises where the Company's control signal can reach a control unit mounted near such connected unit.

Availability of this rider for rate OP customers is limited to the central air conditioning cycling control option.

Service hereunder is not restricted to residential retail customers that obtain full requirements electric supply from the Company under Default Service.

Notwithstanding the previous provisions of this Availability section, the availability of this rider is limited by the ability of the Company and its agent to purchase and install the necessary controls needed to implement and administer the Residential Direct Load Control Program (DLCP).

**PROGRAM PROVISIONS.**

The DLCP allows the Company to obtain temporary reductions in the electric power and energy demands on the electric delivery system located in its service territory through reductions in residential retail customers' electric power and energy usage requirements. The Company reserves the right to activate the DLCP for any reason, including (a) response to shortages of available capacity on the Company's distribution system; (b) response to shortages of available capacity on the transmission system located in the Company's service territory; or (c) preservation of the availability of other load response resources. A residential retail customer to which this rider is available that elects service hereunder is defined as a participant. An activation of the DLCP is defined as an event.

During an event, a participant in the DLCP allows the Company to remotely control the duty cycle of such participant's AC compressor(s) and/or control such participant's electric water heater(s). The Company is allowed to exercise such control without notice at any time. Control events will be limited to the period beginning June 1 and extending through September 30 of each year, except holidays.

**Event Performance:**

During an event under the AC Compressor Cycling Option, the Company is allowed to cycle the participant's AC compressor(s) for the full duration of the event, with such cycling performed so that the AC compressor(s) alternates every fifteen (15) minutes between being available for cooling and not being available for cooling.

(C) Indicates Change

**RESIDENTIAL DIRECT LOAD CONTROL PROGRAM (DLC) RIDER (continued)**

(C)

During an event under the electric water heater control option, the Company is allowed to control the participant's electric water heater for the full duration of the event.

A participant commences service hereunder on the date the Company inspects and approves the functionality of the participant's AC compressor(s) and/or electric water heater and installs the remote control device(s).

**INSTALLATION.**

The Company or its agent installs the remote control device(s) used to cycle the AC compressor(s) and/or electric water heater(s), and the Company owns, operates, and maintains such device(s). The participant is responsible for maintaining a safe operating environment for such device(s). For a situation in which the participant replaces its AC compressor(s) and/or water heaters, the participant is responsible for providing the Company with adequate notice so that the Company has time to schedule the removal of such device(s) from the AC compressor(s) and/or water heater(s) being removed and the installation of such device(s) on the replacement AC compressor(s) and/or electric water heater(s).

**Testing & Verification:**

The Company is allowed to inspect the remote control device(s) at any time and without notice to insure such device(s) is (are) fully operational, and the participant grants the Company permission to enter upon its premises to conduct such inspections. If, in the course of such inspection, the Company determines that the participant interfered with the functionality of the device(s) in any way, (a) the participant is immediately removed from the (DLCP) and service hereunder is terminated, with such termination effective as of the date of the installation of such device(s) or of the most recent passing inspection, whichever is more recent; (b) all credits previously given to such participant since such effective termination date are immediately reimbursed by such participant to the Company; and (c) such participant is not eligible to take service hereunder or participate in the (DLCP) for a period of not less three (3) calendar years following such effective termination date.

For a situation in which the Company performs excessive maintenance or replacement of any remote control device(s) due to vandalism or other cause, the Company may remove the participant for which such device(s) is (are) provided from the (DLCP) and terminate service hereunder to such participant. In such situation, the Company may deny future participation in the (DLCP) to such participant.

**COMPENSATION.**

The Company provides a credit to the participant on each bill issued for the Summer Period (June 1 through September 30) for a total of 4 monthly credits. The credit applied to such participant's bill corresponds with the Program option selected by such participant.

Central AC Compressor Cycling Credit: \$30.00 per bill per installed device for the summer billing period

Electric Water Heater Control Credit: \$12.00 per bill per installed device for the summer billing period

The participant shall begin receiving the bill credit on the next appropriate bill cycle following a complete enrollment in the program. The participant shall receive the applicable bill credit for each device installed. The total annual credit shall not exceed (a) \$120.00 per device installed on an AC compressor, and (b) \$48.00 per device installed on an electric water heater. Consistent with the terms in this tariff, incentives will be paid through September 30, 2012.

(C) Indicates Change

**RESIDENTIAL DIRECT LOAD CONTROL PROGRAM (DLC) RIDER (continued)**

The credit provided in accordance with this rider is separately stated on the participant's bill.

**MINIMUM CHARGE.**

The minimum charges for the rate schedules listed in the Availability section apply to service under this rider. The credits under this rider cannot be applied against any applicable minimum charges.

**MISCELLANEOUS GENERAL PROVISIONS.**

The Company or its agent will certify a participant's equipment prior to installation of a load control device. Any equipment determined to not meet the certification standards will be ineligible to participate in the DLCP. Eligible equipment includes fully functional central air conditioning systems and electric water heaters in good condition. Window air condition units are not eligible for participation.

The Company is not liable for any damage or injury, including any consequential damage, resulting from the intentional or unintentional interruption of the operation of the participant's AC compressor(s) and/or water heater(s). Only CAC units are eligible for program participation. Window mounted air conditioners do not qualify.

Provisions contained in this rider do not serve to modify the Company's rights contained in the General Terms and Conditions of the Company's Schedule of Rates.

**TERMS OF CONTRACT.**

The initial term of participation within this program shall end on May 31, 2012, but extended participation is possible, but predicated on future regulatory directives as yet to be determined. The Company reserves the right to modify the terms of this Rider at any time. Participants who have elected to terminate, can return to the program, but must wait 12 months before being permitted to do so.

**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:

Summer Months (June through September)		Winter Months (October through May)		
Distribution Charge	\$3.19 per kW	Distribution Charge	\$0.80 per kW	
CTC	\$10.90 per kW	CTC	\$2.72 per kW	(I)

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 \$11.37 per kW	Energy and Capacity Charge \$2.85 per kW (D)

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.

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

(I) Indicates Increase  
(D) Indicates Decrease

COMMERCIAL/INDUSTRIAL DIRECT LOAD CONTROL PROGRAM (DLC) RIDER

(C)

**AVAILABILITY.**

This rider is available to any small commercial or industrial retail customer with peak measured demands less than or equal to 100kW served under rates GS, PD, or HT that (a) is the owner of the premises at which service hereunder is to be provided; (b) is provided with electric service at such premises through a separate meter; (c) has a fully functional electric central air conditioning system(s) as the principal and dedicated source of air conditioning for such premises, the electric service for which is delivered by the Company through such separate meter and is (are) capable of accepting a programmable communicating thermostat(s) (PCT), as determined by the Company or its agent; (d) allows the Company to periodically control the PCT(s); and (e) is located at a premises where the Company's control signal can reach the connected unit.

For determining the initial eligibility of existing small commercial/industrial retail customers under this rider, the peak measured demand level will be calculated by a process similar to that as described in PECO's Default Service Program, Docket No. P-2008-2062739. For new customers, the peak measured demand level 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. A new customer in an existing facility shall be assigned the same peak measured demand level as the last customer in that facility.

Service hereunder is not restricted to commercial/industrial customers that obtain electric power and energy supply from the Company under Default Service.

Notwithstanding the previous provisions of this Availability section, the availability of this rider is limited by the ability of the Company and its agent to purchase and install the necessary controls needed to implement and administer the Commercial and Industrial Direct Load Control program (DLCP).

**PROGRAM PROVISIONS.**

The (DLCP) allows the Company to obtain temporary reductions in the electric power and energy demands on the electric delivery system located in its service territory through reductions in the commercial/industrial customers' electric power and energy usage requirements. The Company reserves the right to activate the DLCP for any reason, including (a) response to shortages of available capacity on the Company's distribution system; (b) response to shortages of available capacity on the transmission system located in the Company's service territory; or (c) preservation of the availability of other load response resources. A commercial/industrial customer to which this rider is available that elects service hereunder is defined as a participant. An activation of the (DLCP) is defined as an event.

During an event, a participant in the (DLCP) allows the Company to remotely control the PCT(s). The Company is allowed to exercise such control without notice at any time. Control events will be limited to the period beginning June 1 and extending through September 30 of each year, except holidays.

**Event Performance:**

During an event the Company is allowed to control the participant's PCT(s) for the total duration of the event.

A participant commences service hereunder on the date the Company inspects and approves the functionality of the participant's central air conditioning unit(s) and installs the programmable communicating thermostat(s).

**PECO Energy Company**

**Superseding Original Page No. 94B**

**COMMERCIAL/INDUSTRIAL DIRECT LOAD CONTROL PROGRAM (DLC) RIDER (continued)**

(C)

**INSTALLATION.**

The PCT(s) is (are) an enabling technology necessary to participate in the (DLCP). The PCT(s) will be installed by the Company at its' sole expense (not to exceed the scope necessary to remove the old thermostat(s), and install the new PCT(s)). The Company will warrant the PCT(s) and installation for a period of one year from the date of original installation. After such time, the customer is responsible for any maintenance of the device and battery replacement, when (if required) to ensure the unit continues to operate. The participant is responsible for maintaining a safe operating environment for such device(s).

**Testing & Verification:**

The Company is allowed to inspect the PCT(s) at any time during normal business hours and without notice to insure such device(s) is (are) fully operational, and the participant grants the Company permission to enter upon its premises to conduct such inspections. If, in the course of such inspection, the Company determines that the participant interfered with the functionality of the device(s) in any way, (a) the participant is immediately removed from the (DLCP) and service hereunder is terminated, with such termination effective as of the date of the installation of such device(s) or of the most recent passing inspection, whichever is more recent; (b) all credits previously given to such participant since such effective termination date are immediately reimbursed by such participant to the Company; and (c) such participant is not eligible to take service hereunder or participate in the (DLCP) for a period of not less three (3) calendar years following such effective termination date.

For a situation in which the Company performs excessive maintenance or replacement of any remote control device(s) due to vandalism or other cause, the Company may remove the participant for which such device(s) is (are) provided from the (DLCP) and terminate service hereunder to such participant. In such situation, the Company may deny future participation in the (DLCP) to such participant.

**COMPENSATION.**

The Company provides a credit to the participant on each bill issued for the Summer Period (June through September for a total of 4 monthly credits), as defined in the Definitions part of the General Terms and Conditions of the Company's Schedule of Rates. The credit applied to such participant's bill corresponds with the Program option selected by such participant.

Programmable Communicating Thermostat Option: \$30.00 per bill per installed device for the summer billing period

The participant shall begin receiving the bill credit on the next appropriate bill cycle following a complete enrollment in the program. The total annual credit shall not exceed \$120.00 per PCT installed. Consistent with the terms in this tariff, incentives will be paid through September 30, 2012.

The credit provided in accordance with this rider is separately stated on the participant's bill.

**MINIMUM CHARGE.**

The minimum charges for the rate schedules listed in the Availability section apply to service under this rider. The credits under this rider cannot be applied against any applicable minimum charges.

**MISCELLANEOUS GENERAL PROVISIONS.**

The Company is not liable for any damage or injury, including any consequential damage, resulting from the intentional or unintentional interruption of the operation of the participant's central air conditioning unit.

Provisions contained in this rider do not serve to modify the Company's rights contained in the General Terms and Conditions of the Company's Schedule of Rates.

**TERMS OF CONTRACT.**

The initial term of participation within this program shall end on May 31, 2012, but extended participation is possible, but predicated on future regulatory directives as yet to be determined. As Company is providing the enabling technology device, PCT(s), for participation, there is an early termination provision (upon thirty days' written notice by either party). The Company reserves the right to modify the terms of this Rider at any time. Participants who have elected to terminate, can return to the program, but must wait 12 months before being permitted to do so.

(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, CTCs, and Energy and Capacity Charges (if the customer receives Default PLR 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.

**TERM OF CONTRACT.** Short term arrangements as agreed upon.

**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: \$10.14 per Service Location (as defined below) (I)  
SERVICE LOCATION CTC CHARGE: \$0.39 per Service Location (as defined below)

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.

0.28¢ per Watt  
1.78¢ per kWh

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 the ENERGY EFFICIENCY AND CONSERVATION PROGRAM COSTS 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.** Per Rate SL-E.

(I) Indicates Increase  
(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.

**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

(C)

The Wind Energy Service Charge is in addition to the monthly energy and capacity 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

VOLUNTARY MARKET RATE PHASE IN 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 customers that opt in to the program by notifying the Company, shall provide a methodology for the customer to pay earlier and smooth out any post 2010 rate increase. The amounts paid in advance by customers will earn six percent interest and shall be given back to customers as bill credits in the 2011-2013 period or as described below in the event of withdrawal or removal from the program.

**Applicability:** This Rider shall be applicable to all customers choosing to participate in the program by notifying the Company prior to the start of the program. Late enrollments will be accepted up until December 31, 2009. Customers with peak registered demands of over 500kW, CAP customers and customers more than 30 days in arrears are not eligible for the program.

**Billing Provisions:** The following surcharges shall apply to each billed kWh for the customers in the specific classes listed below starting on the first bill that is at least 15 days after enrollment but no earlier than July 1, 2009:

	<u>2009</u>	<u>2010</u>
Rate R	\$0.0053	\$0.0107
Rate RT	\$0.0053	\$0.0107
Rate RH	\$0.0049	\$0.0101
Rate OP	\$0.0049	\$0.0101
Rate GS	\$0.0030	\$0.0061
Rate HT	\$0.0063	\$0.0131
Rate PD	\$0.0041	\$0.0084
Rate SLS,SLE,SLP,AL	\$0.0088	\$0.0180
Rate POL	\$0.0088	\$0.0180
Rate TL	\$0.0088	\$0.0180

Starting in 2011 the following factors shall be applied to the customers prepaid balance at December 31, 2010 in order to determine the monthly credit to be issued against the customers account. The factors were developed to refund the balance, with interest at 6% per annum, in such a manner that results in a gradual increase in the customer's bill. The credits shall commence on the first bill issued after December 31, 2010.

	<u>2011</u>	<u>2012</u>	<u>2013</u>
Rate R	0.05822	0.02911	x.xxxxx
Rate RT	0.05822	0.02911	x.xxxxx
Rate RH	0.03027	0.03027	0.03027
Rate OP	0.03027	0.03027	0.03027
Rate GS	0.05822	0.02911	x.xxxxx
Rate HT	0.05822	0.02911	x.xxxxx
Rate PD	0.05822	0.02911	x.xxxxx
Rate SLS,SLE,SLP,AL	0.05822	0.02911	x.xxxxx
Rate POL	0.05822	0.02911	x.xxxxx
Rate TL	0.05822	0.02911	x.xxxxx

**Program Enrollment:** The Company upon approval of a plan by the Public Utility Commission shall provide a 60-day window for customers to enroll in the program. Late enrollments (after July 1, 2009) will be accepted up until December 31, 2009.

**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 prepaid by the customer shall be credited to the customer in the first billing cycle after the withdrawal/removal or at the request of the customer issued in a check.

**Removal from the Program:** Customers with balances that become more than 30 days in arrears will be removed from the program. Customers transferring to a CAP rate shall also be removed from the program.

**Tracking of Prepayments:** The Company shall track each customer's prepayments and accrue a return of 6% per annum on the prepaid balance each month until the balance has been fully credited back to customers. The factors above applicable to 2011, 2012, and 2013 shall include the 6% interest.

**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. Customers under this rider are not eligible for the Voluntary Market Rate Transition Deferral Rider.

(C) Indicates Change

INTERIM CODE OF CONDUCT

The Interim Code of Conduct is no longer applicable and has been withdrawn.

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, RS-P		(C)
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		
AllkWh	0.05¢	
Rate GS, GS-SP		(C)
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, PD-SP		(C)
Capacity Charge kW	57.00¢/KW**	
1st 150 hrs. use	0.50¢	
Next 150 hrs. use	0.30¢	
Additional use	0.10¢	
Rate HT, HT-SP		(C)
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.

(C) Indicates Change

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	14.00¢
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

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¢
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

Transmission Charges – Continued

	Per kWh (except where noted)	
Rate R - CAP A		
1st 1000 kWh	.29¢ **	
Over 1000 kWh	CAP D	
Rate R - CAP B		
1st 650 kWh	.08¢	(C)
Next 100 kWh (June - Sept only)	.40¢	
Additional	.55¢	
Rate R - CAP C		
1st 650 kWh	.14¢	(C)
Next 100 kWh (June - Sept only)	.40¢	
Additional	.55¢	
Rate R - CAP D		
1st 650 kWh	.27¢	(C)
Additional	.55¢	
Customer Credit*	(.28¢)	
Rate R - CAP E		
1 <sup>st</sup> 650 kWh	.42¢	(C)
Additional	.55¢	
Customer Credit*	(.13¢)	
Rate RH - CAP A		
1 <sup>st</sup> 2000 kWh Winter	\$1.05 **	
1st 1000 kWh Summer	\$1.05 **	
Over 2000/1000 kWh	CAP D	
Rate RH - CAP B		
Winter		
1st 650 kWh	.08¢	(C)
Additional	.27¢	
Summer		
1st 650 kWh	.08¢	(C)
Next 100 kWh (June - Sept only)	.40¢	
Additional	.56¢	
Rate RH - CAP C		
Winter		
1st 650 kWh	.14¢	(C)
Additional	.27¢	
Summer		
1st 650 kWh	.14¢	(C)
Next 100 kWh (June - Sept only)	.40¢	
Additional	.56¢	
Rate RH - CAP D		
Winter		
All kWh	.27¢	
Customer Credit*	(.29¢)	
Summer		
1 <sup>st</sup> 650 kWh	.27¢	(C)
Additional	.56¢	
Customer Credit*	(.29¢)	
Rate RH - CAP E		
Winter		
1 <sup>st</sup> 650 kWh	.42¢	(C)
Additional	.27¢	
Customer Credit*	(.14¢)	
Summer		
1 <sup>st</sup> 650 kWh	.42¢	(C)
Additional	.56¢	
Customer Credit*	(.14¢)	

\* Customer Credit when obtaining competitive energy on 1st 650 kWh (C)

\*\* Charges are flat charges

(C) Indicates Change