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September 30, 2010

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

**Re: PECO Supplement No. 7 to PECO's Electric Generation Supplier Tariff –
Pa P.U.C. No. 1S Issued September 30, 2010, Effective January 1, 2011
Revised Electric Purchase of Receivables Program
Docket No. P-2009-2143607**

Dear Secretary Chiavetta:

PECO Energy Company encloses for filing with the Commission eight copies of Supplement No. 7 to Tariff Electric No. 1S, PECO's Electric Generation Supplier Coordination Tariff issued September 30, 2010, effective January 1, 2011. This filing is a result of the Commission Order at Docket No. P-2009-2143607 entered June 18, 2010 which approves revisions to PECO's Purchase of Receivable Program.

Please acknowledge receipt of the foregoing on the enclosed copy of this letter. A business reply envelope is enclosed for your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Webster", written over a horizontal line.

w/enclosures

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September 30, 2010

PECO Energy Company

ELECTRIC GENERATION SUPPLIER COORDINATION TARIFF

COMPANY OFFICE LOCATION

2301 Market Street

Philadelphia, Pennsylvania 19101

Issued: September 30, 2010

Effective: January 1, 2011

**ISSUED BY: D. P. O'BRIEN - President
PECO Energy Distribution Company
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NOTICE.

PECO Energy Company

LIST OF CHANGES MADE BY THIS SUPPLEMENT

Section 5. Provisions relating to an EGS's Customers – 2nd Revised Page No. 22

5.4.2 Transfer of Cost Obligations Between EGSs and Customers. Revisions to reflect Purchase of Receivables Program.

PECO Energy Company Competitive Billing Specifications – 1st Revised Page No. 91, 1st Revised Page No. 92, 1st Revised Page No. 93, 1st Revised Page No. 94, 1st Revised Page No. 95, 1st Revised Page No. 96

Revisions to reflect Purchase of Receivables Program.

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preceding process is complete, the Company will notify the Customer's prior EGS, via and EDI transaction, of the discontinuance of service to the Customer from that prior EGS.

5.3.4

(a) If a Customer contacts the Company to discontinue electric service at the Customer's then current location, and initiates a request for service at a new location in the Company's service territory, the Company will notify the current EGS, via an EDI transaction, of the Customer's discontinuance of service for the account at the Customer's old location.

(b) If a Customer contacts the Company to discontinue electric service and indicates that the Customer will be relocating outside of the Company's service territory, the Company will notify the current EGS, via an EDI transaction, of the Customer's discontinuance of service for the account at the Customer's location.

5.4 Provisions relating to an EGS's Customers.

5.4.1 Arrangements with EGS Customers. EGSs shall be solely responsible for having appropriate contractual or other arrangements with their Customers necessary to implement Direct Access consistent with all applicable laws, PaPUC requirements, and this Tariff. The Company shall not be responsible for monitoring, reviewing or enforcing such contracts or arrangements.

5.4.2 Transfer of Cost Obligations Between EGSs and Customers. Nothing in this Tariff is intended to prevent an EGS and a Customer from agreeing to reallocate between them any charges that this Tariff imposes on the EGS, provided that any such agreement shall not change in any way the EGS's obligation to pay such charges to the Company, and that any such agreement shall not limit the right of the Company to seek recourse directly from the EGS's customer for any charges owed to the Company by the EGS Customer or preclude the termination or reconnection of the EGS Customer by the Company as provided in the Company's tariffs.

(C)

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PECO Energy Company Competitive Billing Specifications

Availability of Competitive Billing Services

1. A licensed EGS must provide PECO Energy at least 60 days advanced notice of the billing options it intends to offer to its customers. An EGS that plans to offer consolidated EGS billing to customers for whom it does not furnish supply may do so through coordination with, or as a subcontractor for, the EGS providing supply to the customer. PECO Energy will work with the supplier community, the OCA and the Commission's Bureau of Consumer Services to establish additional standards for unrelated EGS consolidated billing. (C)
2. A customer may choose to change his/her billing option. The customer can switch billing options through his/her EGS to the extent that the EGS offers the desired billing option or through PECO Energy to PLR Billing when the customer wishes to return to PLR service. The change will be effective as of the next scheduled meter read date provided that PECO Energy has received at least 16-calendar days prior notice. (C)
3. An EGS is not required to offer consolidated EGS billing, or Separate EDC/EGS Billing, in order to participate as a supplier in PECO's service territory. (C)

Billing Service Options

Consolidated EDC Billing with Purchase of Receivables (POR)

1. PECO Energy will render a consolidated EDC bill monthly and in accordance with the Public Utility Code and the Commission's regulations (52 Pa. Code §56.1 et seq.)
2. If PECO Energy is providing metering services, PECO Energy will transmit Meter Data (e.g., meter reads, consumption, demand, dates and type of reading) to the EGS. If the EGS is providing advanced metering services, the EGS will transmit Meter Data to PECO.
3. The EGS will calculate its customers' charges and will send its' customers' basic charges including date of billing period, consumption, usage, rate and

(C) Denotes Change

resulting calculation ("EGS Charges") to PECO Energy via VAN or Internet protocol. (C)

4. PECO Energy will provide the EGS up to two lines, each 80 characters in length, on its standard bill for messages directly related to the calculation or understanding of the EGS portion of the bill.

5. PECO Energy and EGSs will transmit Meter Data and billing charges to each other in accordance with the attached interim monthly billing schedule (Attachment E - Data Transfer Schedule.) PECO Energy will provide 60 days advance notice to EGSs before any modification takes effect so that parties that disagree with the discontinuance of the Data Transfer Schedule may request the Commission to overrule or modify PECO's decision. PECO and EGSs will transmit data in accordance with existing EDI standards as adopted by the Commission's Electronic Data Exchange Working Group. (C)

6. EGS Charges must be received by PECO Energy in accordance with the Data Transfer Schedule.

7. If EGS Charges are not received by PECO Energy in accordance with the Data Transfer Schedule, PECO Energy will place the EGS Charges into the next billing cycle and the delayed EGS Charges will appear on the customer's bill the following month. The customer's bill for the current billing period will state that the EGS Charges for the current billing period are not available. The remittance period for EGS charges will begin when EGS charges actually appear on the bill. Any transactions with EGS charges sent to PECO Energy after the time periods outlined in the Data Transfer Schedule will be rejected and the EGS will need to resubmit data the following month.

8. PECO Energy will collect customer's payments and will process payments in accordance with the Commission's payment priority set forth in Docket No. M-00960890F.001 and Rule 17 of PECO's EDC Tariff.

9. PECO Energy will purchase the account receivable of each Consolidated EDC Billing customer by paying the EGS for the amount owed for all undisputed customer EGS Charges regardless of whether the customer has paid PECO. The payment for the account receivable shall be without recourse and without discount, provided, however, that PECO shall discount the payment by 0.2% until PECO has recovered the costs of implementing revisions to its POR program consistent with the partial settlement agreement and the Commission's final order in Docket No. P-2009-2143607. PECO shall notify the Commission and all active EGSs in its service territory upon completion of the recovery of such costs. (C)

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Subject to the provisions of the partial settlement agreement and the Commission's final Order in Docket No. P-2009-2143607, an amount is deemed disputed if the customer contacts PECO Energy questioning the charges on the bill and he/she does not agree with PECO's and/or EGS's position regarding the amount due for EGS charges. If the EGS charges are not in dispute, PECO Energy will remit all applicable monies due the EGS, even if the PECO Energy portion is disputed. A customer's claim of the inability to pay shall not constitute a dispute for purposes of PECO's obligation to pay the EGS its undisputed charges. (C)

10. PECO Energy will pay the EGS in accordance with the following schedule:

- a. Residential Rate Classes (Rates R, RH, OP, CAP) - PECO Energy will send the EGS the amount of its undisputed EGS Charges, regardless of whether the customer has paid PECO, within 25 calendar days from the date of the electronic transmission of the EGS Charges. (C)
- b. Non Residential Rate Classes. - PECO Energy will send the EGS the amount of its undisputed EGS Charges within 20 calendar days from the date of the electronic transmission of the EGS Charges
- c. Payment will not be made to the EGS when EGS Charges are not received by PECO Energy within the specified time period, as explained in paragraph 6 above. Payment for these charges will be made according to the applicable schedule in the following month, if they are received within the appropriate time period along with the current month charges.
- d. PECO Energy will make payments of funds payable to the EGS by ACH with remittance advice to a bank designated by the EGS.
- e. If the day for payment of EGS charges falls on a weekend, a PECO holiday, or a bank holiday, the EGS payment will occur on the next business day. (C)

11. An EGS offering Consolidated EDC Billing to its customers acknowledges and agrees that PECO is (a) entitled to receive and retain all payments from the EGS's customers for purchased receivables, and (b) authorized to conduct collection activities and, if necessary, terminate its delivery service and the EGS's electric generation supply services to customers whose accounts receivables were purchased and who fail to make payment of amounts due on the Consolidated EDC Bill, including the full amount of the purchased EGS receivables. Any customer service termination shall be consistent with the provisions of Chapter 14 of the Pennsylvania Public Utility Code and Chapter 56 (or a successor chapter) of the Commission's regulations. Any customer whose service is terminated for failure to pay Consolidated EDC Billing charges shall be reconnected to POLR service upon payment of the arrears that were subject to the termination (plus any applicable reconnection fees or deposits). The required payment for reconnection may include both distribution and EGS charges. (C)

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12. PECO may purchase an EGS account receivable based upon an estimated bill. PECO shall add or deduct from any future payments due to the EGS amounts that may result from reconciliations, adjustments, or recalculations, estimated readings, cancel and rebills, or any applicable billing adjustment. (C)
13. Upon request, an EGS shall provide a written certification to the Company that the Supplier is providing only basic electric supply to customers billed under Consolidated EDC Billing. Basic electric supply is defined as follows: energy (including renewable energy) and renewable energy or alternative energy credits (RECs/AECs) procured by an EGS, provided that the RECs/AECs are bundled with the associated delivered energy. Basic electric supply does not include a non-generation product (e.g., service contract for appliances, or payment for energy reductions such as demand response products), or renewable or alternative energy credits that are not associated with delivered energy. For residential customers, basic electric supply shall not include early contract cancellation fees, late fees or security deposits assessed by an EGS. (C)
14. To the extent that concerns arise regarding the purchase of accounts receivable, the parties shall attempt to resolve such disputes according to the dispute resolution procedures described in paragraph 17 of this Section. Parties also have the right to resolve such disagreements through the Commission's dispute resolution process. (C)
15. Budget Billing. PECO Energy will provide a budget billing option for EDC and EGS charges. (C)

The following process will apply:

EGS transmits its CURRENT charges to PECO Energy

- PECO Energy calculates total BUDGET charges and places them on the PECO bill
- PECO Energy sends budget bill to customer
- PECO Energy pays EGS within 25[-] calendar days for residential rate classes and 20-calendar days for non-residential rate classes for CURRENT charges
- Customer pays PECO Energy for BUDGET charges

General Rules for Budget Billing:

- Under EDC consolidated billing, PECO Energy will calculate the budget bill for the PECO Energy and EGS charges using PECO budgeting protocol.
- PECO reconciliation occurs in month 12 (not necessarily December), or immediately when a customer ends budget billing.
- All rates classes can use the EDC Budget Billing.
- PECO Energy will provide information of a customer's budget status to an EGS when confirming a customer switch.
- An EGS can notify PECO Energy electronically, after receiving customer permission, to change or end the EDC budget billing option.
- The customer will stay on PECO Energy budget billing if no indication is made by the EGS at the time of the customer switch.
- PECO Energy must display actual, budget and budget balance on the bill.

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16. PECO Energy Charges and EGS Charges shall be based on the EDC defined meter reading route. An EGS providing advanced metering services may request an adjustment to the meter reading schedule for an account which it meters. The EGS may select another EDC defined meter reading schedule for that account. On January 1, 1999, PECO Energy will accommodate an EGS specified meter reading schedule for Rates HT, PD and EP. By the end of the second quarter 1999 PECO Energy will accommodate EGS specified meter reading schedules for its remaining rate schedules. (C)

17. Dispute Process. (C)

a. Residential Dispute Process.

1. PECO Energy shall process all disputes in accordance with the Public Utility Code and the Commission regulations (52 Pa. Code 56.1 et. seq.) PECO, as the entity responsible for the consolidated bill, must coordinate with the EGS so that a proper investigation to a customer dispute is conducted and completed within the time period prescribed by 52 Pa Code 56.151(5) and that the customer and the EGS (if the EGS is involved in the dispute) are informed of the results of the investigation. The EGS shall provide all information needed by PECO Energy relating to the customer's dispute and must do so within five (5) business days of PECO's request. Attachment A outlines PECO's customer inquiry and dispute procedure for EDC consolidated billing.

b. Residential Informal Complaints.

1. PECO Energy shall process all informal complaints in accordance with the Public Utility Code and the Commission regulations. PECO, as the entity responsible for the consolidated bill, must coordinate with the customer's EGS so that the proper information is submitted to the Commission's Bureau of Consumer Services within the time period required by the Commission. Attachment B outlines PECO's informal complaint procedure for EDC consolidated billing.

2. Any violation letter sent by the Commission shall be addressed to the billing entity at the time of the alleged violation. All violations committed by PECO, as determined by the Commission, during EDC consolidated billing and the handling of the informal complaint are the responsibility of PECO.

c. Non-Residential Dispute Process.

1. PECO, as the entity responsible for the consolidated bill, will coordinate with the EGS so that the proper investigation is made

and that the customer and the EGS (if the EGS is involved in the dispute) are informed of the results of the investigation. The EGS shall provide all information needed by PECO Energy relating to the customer's complaint and must do so within five (5) business days of PECO's request.

d. Non-Residential Informal Complaints.

1. PECO Energy shall process all informal complaints in accordance with the Public Utility Code and the Commission regulations. PECO, as the entity responsible for the consolidated bill, must coordinate with the customer's EGS so that the proper information is submitted to the Commission's Bureau of Consumer Services within the time period required by the Commission.

2. Any violation letter sent by the Commission shall be addressed to the billing entity at the time of the alleged violation. All violations committed by PECO, as determined by the Commission, during EDC consolidated billing and the handling of the informal complaint are the responsibility of the EDC.

18. PECO Energy will follow its current credit and collection policies for collections. Outstanding prior balances are not transferred when a customer switches from PECO Energy to an EGS, switches from one EGS to another, switches from an EGS to PLR or when the customer chooses another billing option, unless mutually agreed to by PECO Energy and the individual EGS.

19. For residential customers only, any EGS utilizing EDC consolidated billing shall be required to utilize EDC consolidated billing for all of the EGS's residential customers, and all such residential accounts shall be included in PECO's purchase of receivables program. If an EGS is providing a residential customer with a service or product that does not meet the definition of "basic electric supply" as defined in paragraph 13, or if the EGS is providing a service or product to residential customers that PECO's EDC consolidating billing system cannot accommodate, the EGS shall be permitted to issue a separate bill for such service or product in accordance with PECO's Separate EDC/EGS Billing procedures for that customer if it provides written certification to PECO that the service or product cannot be billed under EDC consolidated billing. EGSs will not deny service to residential customers whose accounts are included in PECO's purchase of receivables program for credit-related reasons and will not ask for deposits separate from any deposit required by PECO pursuant to Commission regulations and Act 201. (C)

Consolidated EGS Billing

1. The EGS will render a consolidated EGS bill monthly and in accordance with the Public Utility Code and the applicable Commission's regulations (52 Pa. Code §56.1 et seq.)

2. If PECO Energy is providing the metering services to the customer, PECO Energy will transmit Meter Data to the EGS. If the EGS is providing advanced metering services to the customer, the EGS will transmit the Meter Data to PECO.

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