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OCT 15 2010

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

October 15, 2010

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

Re: PECO Supplement No. 8 to PECO's Electric Generation Supplier Tariff –  
Pa P.U.C. No. 1S Issued October 15, 2010 Effective January 1, 2011  
Housekeeping Filing

Dear Secretary Chiavetta:

PECO Energy Company encloses for filing with the Commission eight copies of Supplement No. 8 to Tariff Electric Pa. P.U.C. No. 1S, PECO's Electric Generation Supplier Coordination Tariff issued October 15, 2010, effective January 1, 2011. The purpose of this filing is to clarify certain provisions, and make corrections as indicated on Pages Numbered. 1A – 1E. PECO has also enclosed copies of the information requested under 52 Pa. Code, Section 53.52(a).

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

Sincerely,

w/enclosures

cc: C. Walker-Davis, Esquire, Director - Office of Special Assistants  
R. F. Wilson, Director, Bureau of Fixed Utility Services  
J. E. Simms, Director, Office of Trial Staff  
M. Carl Lesney, Director, Bureau of Audits  
Office of Consumer Advocate  
Office of Small Business Advocate  
McNees, Wallace & Nurick  
R. E. Wallace, Bureau of Audits

**Proposed Changes to  
Electric Generation Supplier Tariff No. 1S Supplement No. 8**

Information furnished with the filing of rate changes under 52 Pa. Code, Section 53.52(a).

**(a)(1) The specific reason for each change.**

PECO Energy ("PECO") is proposing changes to its Electric Generation Supplier ("EGS") Tariff, the document that governs the relationship between PECO and EGSs, for two reasons. The first reason is to revise the process used for estimating an EGS's load requirements from a forecasting method to a backcasting method. The second reason is to align the tariff with PECO's current practices for interfacing with EGSs.

PECO is changing its energy scheduling for EGSs from day ahead forecasting to day after backcasting. Backcasting allows PECO to use the actual PECO zone load for the energy delivery day so there is a more definite target used in the calculations. This, in addition to using actual weather data, leads to a more accurate first settlement with PJM Interconnection ("PJM"). By making this change PECO is also in alignment with the standard utilized by other distribution companies for PJM energy scheduling.

Additional changes made to the EGS tariff are to reflect current operating practices and align with both PECO system functionality and procedures. Some of the changes include; updating the posting of the retail customer list to a monthly basis, referencing the PAPUC order that directs PECO to no longer request a Letter Of Authorization from EGSs for usage requests, updating the rate for the load data supply charge and the deletion of references to outdated information. (Refer to the List of Changes pages in Tariff Supplement No. 8 for additional details.)

**(a)(2) The total number of customers served by the utility.**

The total number of customers served by PECO was 1,566,764 as of August 31, 2010.

**(a)(3) A calculation of the number of customers, by tariff subdivision, whose bills will be affected by the change.**

No customer bills will be affected by the changes as the changes are to the EGS Tariff.

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**(a)(4) The effect of the change on the utility's customers.**

There is no impact on customers as the result of the proposed changes to the EGS Tariff.

**(a)(5) The effect, whether direct or indirect, of the proposed change on the utility's revenue and expenses.**

There is no affect to PECO's revenues or expenses as a result of the proposed changes to the EGS Tariff.

**(a)(6) The effect of the change on the service rendered by the utility.**

There is no effect to the retail service rendered by PECO as a result of the proposed changes. The changes will, however, provide EGSs with updated information on PECO's current operating practices and procedures.

**(a)(7) A list of factors considered by the utility.**

PECO is making these changes in order to provide updated rules and information to EGSs for interfacing with PECO.

**(a)(8) Studies undertaken by the utility in order to draft its proposed change.**

No studies were performed in the preparation of the proposed changes; however, these changes will provide EGSs with updated rules and information for interacting with PECO.

**(a)(9) Customer polls taken and other documents, which indicate customer acceptance and desire for the proposed change.**

No customer polls were taken in the preparation of the proposed changes.

**(a)(10) Plans the utility has for introducing or implementing the changes with respect to its customers.**

The proposed changes are to PECO's Electric Generation Supplier tariff which governs the relationship between PECO and EGSs, not retail customers. The EGS tariff will be posted to PECO's corporate website and a communication bulletin will be sent to all suppliers notifying them of the posting of the filing and then again when the tariff is approved by the PAPUC.

**(a)(11) F.C.C., or FERC or Commission orders or rulings applicable to the filings.**

There are no F.C.C., or FERC or Commission orders or rulings applicable to the filings.

# PECO Energy Company

## ELECTRIC GENERATION SUPPLIER COORDINATION TARIFF

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### COMPANY OFFICE LOCATION

2301 Market Street  
Philadelphia, Pennsylvania 19103

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Issued: October 15, 2010

Effective: January 1, 2011

ISSUED BY: D. P. O'BRIEN - President  
PECO Energy Distribution Company  
2301 MARKET STREET  
PHILADELPHIA, PA. 19103

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**LIST OF CHANGES MADE BY THIS SUPPLEMENT**

**Title Page** - Modified zip code from 19101 to 19103.

**Table of Contents – 7<sup>th</sup> Revised Page No. 2**

Load Backcasting Added

**Definition of Terms and Explanation of Abbreviations-1<sup>st</sup> Revised Page No. 4**

Modified “forecasting” to “backcasting” within definitions of “Appropriate Similar Day” and “Coordination Services”.

Deleted Active load management due to eliminating reference in section 6.4

Added definition of Backcasting.

**Definition of Terms and Explanation of Abbreviations-2<sup>nd</sup> Revised Page No. 5**

Add definition of EGC.

**Rules and Regulations-1<sup>st</sup> Revised Page No. 11**

Section 3.8 Approval of Registration

Deleted unnecessary wording shall file a copy with the PAPUC

**Rules and Regulations-2<sup>nd</sup> Revised Page No. 14**

Section 4.11 Communication Requirements. Deleted this section

Renumbered for clarity

**Rules and Regulations-2<sup>nd</sup> Revised Page No. 15**

Section 4.14 and 4.15 updated to include Pa Code Reference

**Rules and Regulations-3<sup>rd</sup> Revised Page No. 17**

Section 5.1.2 Provision of Customer Lists.

Changed wording to reflect issued on a monthly basis.

**Rules and Regulations-3<sup>rd</sup> Revised Page No. 18**

Section 5.1.3 Data Exchange.

Adding sentence that this section can be modified by subsequent PUC Orders.

**Rules and Regulations 2<sup>nd</sup> Revised Page No. 20**

Section 5.3 Switching Among EGSs (or between an EGS and the Company as the Provider-Of-Last Resort), and the Initial Selection of an EGS Beginning in January 1998. Deleted outdated information and changed title.

**Rules and Regulations - 2<sup>nd</sup> Revised Page No. 21**

Section 5.3.1 (b) Removed outdated wording and replaced the word rescind with withdraw. Section 5.3.2 Added reference to PUC Order Docket No. M-2009-2123944.

**Rules and Regulations 3<sup>rd</sup> Revised Page No. 22**

Rule 5.3.3 changed the word “and” to “an”

**Rules and Regulations - 1<sup>st</sup> Revised Page No. 24**

Section 6.. Load Backcasting and all subsequent pages within this section, plus Table of Contents)- Change of section heading and all other references from “Forecasting” to “Backcasting” based on Company changes in methodology and process.

Section 6, Load Backcasting, 6.2.1 Monthly Metered Customer Backcasts– Clarified language regarding weather data by modifying “developed” to “provided”

**LIST OF CHANGES MADE BY THIS SUPPLEMENT (continued)**

**Rules and Regulations - 1st Revised Page No. 24 (continued)**

Section 6, Load Backcasting, 6.2.2 Hourly Metered Customer Backcasts. An EGS now has the option of providing a backcast for its hourly metered Customers but may decline this option and accept the Company-provided backcast. PECO will not override an EGS-provided backcast with its own. Section rewritten to accommodate this.

Section 6, Load Backcasting, 6.2.3 Typical Load Curve Data – Removed language indicating that the Company provides all necessary information required for an EGS to develop backcasts for any future period using the same methodology as the Company. Also removed language indicating that the Company provides all “data” necessary to calculate hourly backcasts for monthly metered Customers.

**Section 6, Load Backcasting, 6.2.4 Right to Aggregate First Revised Page No. 25**

Deleted this section as it is not applicable. PECO does not have the capabilities necessary for permitting EGSs to aggregate their Customers’ loads.

Section 6, Load Backcasting, 6.2.6, Purchase of Energy and Capacity from More Than One EGS– Deleted this section as it is not applicable. PECO does not have the capabilities necessary for permitting Customers to split load or capacity between more than one EGS.

**Rules and Regulations – 2<sup>nd</sup> Revised Page No. 26**

Section 6, Load Backcasting, 6.3.1 Business Days and Scheduling Window – Simplified language to indicate that the process aligns with PJM daily accounting deadlines, including the finality of the backcast. For brevity, removed example explaining when process is conducted for given business days. Removed language indicating that the Company shall provide week-ahead hourly forecasts for monthly metered Customers with each daily process, as PECO system capabilities and the process’s alignment with PJM daily accounting deadlines do not permit the Company to provide this information.

Section 6, Load Backcasting, 6.3.2 Process Description for Backcasting, Step 1 – Added a seasonal scaling factor based on Customer historical usage to the calculation process for load backcasts. Scaling factors are used in PECO’s pre-existing load forecast process and will be used similarly in its backcasting process.

**Rules and Regulations – 1<sup>st</sup> Revised Page No. 27**

Section 6, Load Backcasting, 6.3.2 Process Description for Backcasting, Step 2a -An EGS now has the option of providing a backcast for its hourly metered Customers but may decline this option and accept the Company-provided backcast. PECO will not override an EGS-provided backcast with its own but will consider Company-provided values binding for any EGS not electing to provide backcasts in this manner. Section rewritten to accommodate this.

Section 6, Load Backcasting, 6.3.2 Process Description for Backcasting, Step 2b – Simplified language to indicate Company’s retention of right to reject an EGS-submitted backcast.

**PECO Energy Company** **Superseding Original Page No. 1C**

**LIST OF CHANGES MADE BY THIS SUPPLEMENT (continued)**

**Rules and Regulations – 2<sup>nd</sup> Revised Page No. 28**

Section 6, Load Backcast, 6.3.2 Process Description for Backcasting, Step 3 (First Revised Page No. 28) – Clarified language to indicate that rejections as potentially applicable to only EGS-submitted backcasts and that resolution of backcast problems must occur earlier than one hour prior to the current day's PJM daily accounting deadline.

Section 6, Load Backcast, 6.4 Real-Time Load Following

Deleted this section as it is not applicable. PECO does not have the capabilities necessary for permitting EGSs to follow their Customers' loads in real-time.

Section 6, Load Backcast, 6.5 Adequacy of Backcast – Removed language indicating that EGSs may provide its own backcasts for monthly metered Customers. PECO does not currently provide this capability to EGSs.

**Rules and Regulations – 2<sup>nd</sup> Revised Page No. 29**

Section 6, Load Backcast, 6.6. Line Losses – Updated line loss percentages and wording for clarity.

**Rules and Regulations – 2<sup>nd</sup> Revised Page No. 30**

Section 7, Load Scheduling, 7.2 Rounding to Whole Kilowatts Modified note on value being rounded to 1.0kW to read "is greater than 0.0 kW but less than 1.0kW" because PJM will not accept a load schedule equal to 0.0 kW.

Section 7, Load Scheduling, 7.3 Unaccounted-For Energy – Added new section on UFE noting PECO application of UFE to all load schedules for both EGS load and Company default service load based on load ratio share prior to PJM submittal. Renumbered all subsequent chapters of Section 7 appropriately to accommodate.

Section 7, Load Scheduling, 7.4.1 Submitting Schedules – Generalized to read "Submitting" rather than "Uploading". Added "unilaterally" to submit and approval process, as is the current practice today, and removed last sentence of section due to resulting redundancy. Replaced 12:00 noon submission time and replaced with reference to PJM daily accounting deadlines, as is the process today.

Section 7, Load Scheduling, 7.4.2 PJM Deration of Schedules – Added new section based upon PJM implementation of Marginal-Loss pricing in 2007. Renumbered all subsequent portions of Section 7 appropriately to accommodate.

Section 7, Load Scheduling, 7.4.3 Load Schedule Changes – Modified to indicate that an EGS may not initiate changes to load schedules after the Company has submitted final schedules to PJM.

**Rules and Regulations – 2<sup>nd</sup> Revised Page No. 31**

Section 8.1 General Description

Added the word backcast and removed the reference to a PJM provided imbalance service

Section 8.2 Billing.

Removed reference to old implementation date

Section 8.3 The Company's Role

Removed the words 'and data'

**Rules and Regulations- 2<sup>nd</sup> Revised Page No. 32**

Section 8.4.1 Monthly Metered Customers

Added will use actual weather

**LIST OF CHANGES MADE BY THIS SUPPLEMENT (continued)**

**Rules and Regulations- 2<sup>nd</sup> Revised Page No. 33**

Section 8.5 Determination of Reconciliation Quantities. Step 4

Added the word backcast

Section 8.6 Monthly Reconciliation

Changed quantity to quantities

**Rules and Regulations – 2<sup>nd</sup> Revised Page No. 34**

Section 9.1 Participation Through a Scheduling Coordinator

**Deleted sentence to accurately reflect operations**

Section 9.3 Change in or Termination of Scheduling Coordinator

Added the word 'a' in front of Scheduling in title

**Rules and Regulations – 1<sup>st</sup> Revised Page No. 37**

Section 11.2 Customer Information.

Added verbiage around EGS role in Customer confidential information

**Rules and Regulations – 1<sup>st</sup> Revised Page No. 38**

Changed the word "for" to "of" for clarity.

**Charges – 1<sup>st</sup> Revised Page No. 51**

Charges: Technical Assistance Charge – Modified reference in Condition 1 from "forecasting" to "backcasting", updated email address from SAG to EGC and updated rate

**Charges- 1<sup>st</sup> Revised Page No. 52**

Changed reference from SAG to EGC. Modified reference of "forecasting" to "backcasting".

**Load Data Supply Charge – 1<sup>st</sup> Revised Page No. 53**

Added reference to PUC Order Docket No. M-2009-2123944 and updated rate

**Miscellaneous, Riders, Individual Coordination Rider 1st Revised Page No. 54**

Modified reference in Section 2.0 from "forecasting" to "backcasting".

**EDC Consolidated Billing – 2nd Revised Page No. 92**

Modified Billing Services Options.

**EDC Consolidated Billing – 2nd Revised Page No. 94**

Modified General Rules for Budget Billing.

**EDC Consolidated Billing – 2nd Revised Page No. 95**

Residential Dispute Process - Added language if dispute involves Customer was changed to a supplier without their consent and deleted reference to Attachment A EDC Consolidated Billing and Residential Informal Complaints.

Deleted reference to Attachment B

**EDC Consolidated Billing- 2nd Revised Page No. 96 and 1<sup>st</sup> Revised Page No. 97**

Added language if dispute involves Customer was changed to a supplier without their consent. Renumbered paragraph for correct tariff pagination.

**EDC Consolidated Billing- 1<sup>st</sup> Revised Page No. 100**

EGS Consolidated Billing: 12.a. 1

Deleted reference to Attachment C

EGS Consolidated Billing: 12.b.1

Deleted reference to Attachment D

**LIST OF CHANGES MADE BY THIS SUPPLEMENT (continued)**

**EDC Consolidated Billing- 1<sup>st</sup> Revised Page No. 101**

EGS Consolidated Billing: 12.d.1

Deleted reference to Attachment D

**EDC Consolidated Billing - 1<sup>st</sup> Revised Page 103**

Attachment A Deleted – page is withdrawn

**Informal PUC Complaint to EDC – 1<sup>st</sup> Revised Page 104**

Attachment B -Deleted page is withdrawn

**EGS Consolidated Billing- 1<sup>st</sup> Revised Page 105**

Attachment C Deleted page is withdrawn

**Informal PUC Complaints to EGS – 1<sup>st</sup> Revised Page 106**

Attachment D - Deleted page is withdrawn

**Billing Specifications – 1<sup>st</sup> Revised Page 107**

Attachment E - This matrix is modified and updated.

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DEFINITION OF TERMS AND EXPLANATION OF ABBREVIATIONS

**Appropriate Similar Day** - hourly backcasted load comparable based on weekday, month, season, and weather. (C)

**Backcasting** - Process that utilizes load profiles and historical data along with actual weather data to submit a supplier's load responsibility share to PJM. (C)

**Bad Credit** - an EGS has bad credit if it is insolvent (as evidenced by a credit report prepared by a reputable credit bureau or credit reporting agency or public financial data, liabilities exceeding assets or generally failing to pay debts as they become due) or has failed to pay Company invoices when they became due on two or more occasions within the last twelve billing cycles.

**Charge** - any fee or charge that is billable by the Company to an EGS under this Tariff, including any Coordination Services Charge.

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

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

**Coordination Activities** - all activities related to the provision of Coordination Services.

**Coordination Obligations** - all obligations identified in Rule 4 of the Tariff, relating to the provision of Coordination Services.

**Coordination Services** - those services that permit the type of interface and coordination between EGSs and the Company in connection with the delivery of Competitive Energy Supply to serve Customers located within the Company's service territory, including: load backcasting, certain scheduling-related functions and reconciliation. (C)

**Coordination Services Charges** - all Charges stated in the Charges section of this Tariff that are billed by the Company for Coordination Services performed hereunder.

(C) Denotes Change

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**Coordinated Supplier** - an Electric Generation Supplier that has appointed a Scheduling Coordinator as its designated agent for the purpose of submitting energy schedules to the PJM OI.

**Creditworthy** - a creditworthy EGS pays the Company's charges as and when due and otherwise complies with the Rules and Regulations of this Tariff or the PaPUC. To determine whether an EGS is creditworthy, the Company will evaluate the EGS's record of paying Company charges, and may also take into consideration the EGS's credit.

**Customer** - any person, partnership, association, or corporation receiving Competitive Energy Supply from an Electric Generation Supplier in accordance with the Competition Act.

**Deliver** - to "Deliver" a document or other item under this Tariff shall mean to tender by certified mail, hand delivery, or overnight express package delivery service.

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

**EDC Tariff** - the Company's Electric Service Tariff, denominated Electric Pa. P.U.C. No. 3.

**Electric Distribution Company or "EDC"** - a public utility that owns electric distribution facilities. At times, this term is used to refer to the role of the Company as a deliverer of Competitive Energy Supply in a Direct Access environment as contemplated in the Competition Act.

**Electric and Gas Choice or EGC** - Department within PECO that manages the relationship between PECO and electric generation suppliers.

(C)

**Electric Generation Supplier or "EGS"** - a supplier of electric generation that has been certified or licensed by the Pennsylvania Public Utility Commission to sell electricity to retail Customers within the Commonwealth of Pennsylvania in accordance with the Competition Act.

**Electronic Data Interchange ("EDI")** - The computer to computer exchange of business documents in standard, machine-readable formats.

**EGS Representative** - any officer, director, employee, consultant, contractor, or other agent or representative of an EGS in connection with the EGS's activity solely as an EGS. To the extent an EGS is a division or group of a company, the term EGS

(C) Denotes Change

- (c) the EGS has failed to submit a completed registration within thirty (30) calendar days after the date of service of the registration, as determined under 52 Pa. Code § 1.56, of written notice of the registration's deficiency.

The Company may also petition the PaPUC to reject the registration of an EGS with Bad Credit. The Company need not provide Coordination Services to the EGS pending the PaPUC's review of said Petition unless the EGS has provided security to the Company as provided for in Rule 12.4.

**3.6 Offer of Conditional Acceptance of Registration.** Where grounds for rejection of a registration exist due to an EGS's outstanding and undisputed debts to the Company arising from its previous receipt of Coordination Services from the Company under the Tariff, the Company may offer the affected EGS a conditional acceptance if the EGS pays such debts before it receives Coordination Services. If the EGS rejects the Company's offer of conditional acceptance under this Rule, then its registration for Coordination Services will be deemed rejected.

**3.7 Rejection of Registration.** Upon rejection of any registration, the Company shall provide the affected EGS with written notice of rejection within the time periods set forth in Section 3.4, and shall state the basis for its rejection.

**3.8 Approval of Registration.** Upon its approval of a registration for Coordination Services, or pursuant to an order of the Commission approving a registration, the Company shall execute the Individual Coordination Agreement tendered by the registrant and shall provide one to the EGS by Delivering such within the period set forth in Section 3.4 and shall maintain a copy for its own records. (C)

**3.9 Identification Numbers.** Upon its approval of a registration for Coordination Services, the Company will assign to the EGS a supplier identification number to be used in subsequent electronic information exchange between the EGS and the Company. In addition, the Company may also assign to the EGS identification numbers that may be required by PJM in connection with the submission and/or confirmation of load schedules for serving load in the Company's service territory.

**3.10 Commencement of Coordination Services.** Coordination Services shall commence within fifteen days after the Company's acceptance of an EGS's registration for Coordination Services provided that all of the information necessary for the

(C) Denotes Change

**4.10 Supply of Data.** An EGS and the Company shall supply to the other all data, materials or other information specified in this Tariff, or otherwise reasonably required by the EGS or Company in connection with the provision of Coordination Services, in a thorough and timely manner.

(C)

**4.11 Record Retention.** An EGS and the Company shall comply with all applicable laws and PaPUC rules and regulations for record retention, including but not limited to those Rules of Chapter 56 of the PaPUC's regulations.

(C)

**4.12 Payment Obligation.** The Company's provision of Coordination Services to an EGS is contingent upon the EGS's payment of all charges provided for in this Tariff.

(C)

**4.13 Data Exchange.**

- (a) The Company shall make available to an EGS the information regarding that EGS's Customers via EDI transactions. These transactions will conform to specific standards set forth in the Revised Plan. The Revised Plan was developed by the Electronic Data Exchange Working Group ("EDEWG") that is formally recognized and authorized to maintain such Plan by the Commission.

(C) Denotes Change

PECO Energy Company

- (b) An EGS must notify its Customers that by signing up for Competitive Energy Supply with the EGS, the Customer is consenting to the disclosure by the Company to the EGS of certain basic information about the Customer.

**4.14 Code of Conduct.** The Electric Service Code of Conduct Rules – 52 PA Code §54.122 are incorporated herein by reference. (C)

**4.15 Standards of Conduct and Disclosure for Licensed EGSs.** The Standards of Conduct and Disclosure for Licensees 52 PA Code §54.43 are incorporated herein by reference. (C)

(C) Denotes Change

## 5. DIRECT ACCESS PROCEDURES

### 5.1 Customer Enrollment

**5.1.1 Generally.** The selection of Customers eligible to obtain Competitive Energy Supply shall occur in accordance with the Commission's applicable Orders and Regulations.

**5.1.2 Provision of Customer Lists.** The Company shall provide to all EGSs a complete list of all Customer information in electronic format via the Success website or the successor thereto. Said list shall be provided electronically, without charge, to licensed EGSs on a monthly basis. Said list shall include all of the information outlined in Rule 5.1.3(a), below, for Customers that do not restrict the release of Customer information pursuant to applicable Commission Secretarial Letters, Orders, Rules or Regulations. The list shall be updated monthly and shall include individual monthly electric usage and registered demand data at the Customer account level for the most recent (12) twelve month period preceding the respective month, for which data is available. The lag time for this data shall not exceed (2) two billing cycles. (C)

#### 5.1.3 Data Exchange.

(a) The list of Customers that the Company provides to all EGSs pursuant to Rule 5.1.2, above, shall be posted on the SUCCESS website and shall include, but is not limited to, the following information about Customers that have not restricted the release of Customer information.

- (i) PECO Energy Account Number
- (ii) Billing Route
- (iii) Customer Name
- (iv) Service Address
- (v) Service City
- (vi) Service State Zip

(C) Denotes Change

**PECO Energy Company**

**Superseding Second Revised Page No. 18**

- (vii) Billing Address
- (viii) Billing City
- (ix) Billing State Zip
- (x) Contact Name (applicable to industrial and large commercial Customers only)
- (xi) Contact Address (applicable to industrial and large commercial Customers only)
- (xii) Contact City, State, Zip (applicable to industrial and large commercial Customers only)
- (xiii) Rate Class
- (xiv) Rate Code
- (xv) Strata
- (xvi) Total kWh
- (xvii) Registered Peak Demand
- (xviii) Load Factor
- (xix) Capacity Obligation
- (xx) 12 Individual Months of registered demand (kW)
- (xxi) 12 Individual Months of Usage (kWh)

(b) The list of Customers that the Company provides to all EGSs pursuant to Rule 5.1.2, above, shall contain the following information about Customers that have restricted the release of load data:

- (i) PECO Energy Account Number
- (ii) Rate Class
- (iii) Customer Name
- (iv) Service Address

(c) Customers who restrict the release of all of their account information shall not be included in the above described Customer list.

(d) Such information requirements may be modified from time to time pursuant to applicable Commission Secretarial Letters, Orders, Rules or Regulations. (C)

**5.1.4 Manner of Customer Consent.** An EGS that enrolls a Customer in accordance with Rules 5.1.1 or 5.1.2 of this Tariff must ask the Customer whether the Customer consents to the disclosure to all EGSs by the Company of Customer-specific information. The EGS must retain for the period of time required by Rule 4.12 a record indicating whether the Customer consented to such disclosure. If the record is not itself a hard copy document, but rather an electronic or computer record, the EGS must be able to print or otherwise reproduce the record in hard copy.

(C) Denotes Change

**5.2 THIS SECTION IS NO LONGER APPLICABLE**

**5.3 Switching Among EGSs (or between an EGS and the Company as the Default Supplier).**

**(C)**

**5.3.1**

- (a) If a Customer contacts a new EGS to request a change of EGS and the new EGS agrees to serve the Customer, the Customer's new EGS shall obtain appropriate authorization from the Customer or person authorized to act on the Customer's behalf indicating the Customer's choice of EGS. The authorization may be obtained through direct oral confirmation. It is the EGS's responsibility to maintain evidence of the Customer's written authorization in the event of a dispute, in order to provide documented evidence of authorization to the Company or the Commission.

**(C)** Denotes Change

(b) The Company will send the Customer a confirmation letter before the end of the next business day after PECO Energy's receipt of valid notification of a Customer switch from the new EGS notifying the Customer of the right to withdraw. If the Customer does not contact the Company within 10 days of the date on the confirmation letter, then the Company will process the selection. The selection will be effective as of the next scheduled Meter Read Date and the EGS will become the EGS of record for delivery provided that: (1) the Company has received at least 16 days prior notice from the EGS and all Customer information provided to the Company is accurate and complete; (2) the 10-day waiting period has expired; and (3) the Customer has not contacted the Company to dispute the EGS selection. In such circumstances, the Company will send the new EGS an electronic file, via an EDI transaction, containing information for the new Customers of record for that particular EGS, in accordance with Rule 4.14(a). (C)

If, during the 10-day waiting period, the Customer elects to withdraw its new EGS selection, the Company will notify the rejected EGS of the withdraw electronically via an EDI transaction. In the event the Customer withdraws their EGS selection after the 10-day waiting period, the Customer will be required to remain with the selected EGS for a minimum of one billing cycle. (C)

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

**5.3.2** If an EGS wishes to obtain from the Company confidential Customer-specific information about a Customer with whom it is discussing the possibility of providing Competitive Energy Supply, the Company will not require the EGS to submit a Letter of Authorization and the Company and EGS will comply with the Letter Of Authorization provisions set forth in PECO's Smart Meter Technology Procurement and Installation Plan, Docket No. M-2009-2123944. (C)

**5.3.3** If a Customer contacts the Company to request a change of EGS to the Company's tariffed Energy and Capacity Charges for Default PLR Service, the request will be effective as of the next scheduled Meter Read Date and the Company as the Provider-of-Last Resort will become the supplier of record for delivery provided that: the Company has received at least 16 days prior notice from the Customer. Once the

(C) Denotes Change

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

(C)

#### 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)

(C) Denotes Change

## 6. LOAD BACKCASTING

(C)

**6.1 Customer Load Backcasting.** The Company, in conjunction with an EGS, shall perform a Customer load backcasting process for each EGS's load requirements which shall estimate an EGS's anticipated aggregate hourly Customer load. The aggregate hourly load forecast shall define the hourly energy requirements for an EGS. Energy will be delivered to the Company's electric distribution system using the PJM power scheduling policies and procedures.

### 6.2 Backcasting Methodology.

(C)

**6.2.1 Monthly Metered Customer Backcasts.** For each EGS, the Company will provide hourly load backcasts for Customers with monthly metering equipment, which will establish the hourly supply obligations of the EGS for serving such Customers. The Company has developed and will maintain, based on load survey data, load backcast categories corresponding to the Company's current rate classes and strata within the rate classes identified in the EDC Tariff. The weather-sensitive load curves of these rate classes/usage strata will be the basis for preparing the backcasts for the aggregate of an EGS's monthly metered Customers in each rate class/usage strata, using hourly weather data provided by an independent weather service. (C)

**6.2.2 Hourly (Interval) Metered Customer Backcasts.** The Company will provide a backcast for all Customers with Hourly or Sub-Hourly Metering Equipment. An EGS has the option to override the PECO-provided backcast with its own backcast for its hourly Customers. PECO will not override a backcast that has already been provided by the EGS. (C)

**6.2.3 Typical Load Curve Data.** On or before the day of energy scheduling, the Company will make available to EGSs the typical load curves (including weather sensitivity) and all algorithms necessary to calculate the hourly backcast for monthly metered Customers.

**6.2.3.1 Updates to Typical Load Curve Data.** The Company shall review annually its methodology, algorithms and load backcasting results and shall perform additional load studies to update the load curve data as required. (C)

### 6.2.4 THIS SECTION IS NO LONGER APPLICABLE.

(C)

(C) Denotes Change

6.2.5 THIS SECTION IS NO LONGER APPLICABLE

6.2.6 THIS SECTION IS NO LONGER APPLICABLE.

(C)

(C) Denotes Change

**6.3 Daily Backcasting Process.** (C)

**6.3.1 Business Days and Scheduling Window.** The daily backcasting process shall be performed on each business day in accordance with PJM daily accounting deadlines. (C)

Backcasts are final as of the PJM eScheduler System daily accounting deadline for the business day. (C)

**6.3.2 Process Description for Backcasting.** The following process shall be followed on each business day:

**Step 1:**

The Company will calculate each EGS's load backcast for each monthly metered rate class and strata by multiplying the weather-adjusted load curve for the appropriate day type by the number of an EGS's Customers in that rate class and strata, incorporating a seasonal scaling factor based on the historical usage of the Customers that the EGS is serving, and adjusting the resulting hourly values upward by an amount necessary to cover line losses based on standard line loss percentages for the Customer class to which each Customer belongs. The Company will post these load backcast values on the SUCCESS website by 7:00 a.m. Eastern Prevailing Time. (C)

(C) Denotes Change

**Step 2a:**

Until 10:00 a.m. Eastern Prevailing Time of the business day following the day for which a load backcast is to apply, the Company will permit an EGS to enter at its discretion, via the SUCCESS website, the load backcast for any or all of its hourly metered Customers. Backcasts for hourly metered Customers should include estimated losses based on Company-furnished loss factors for each rate class. (C)

If an EGS decides not to enter a load backcast for any of its required hourly metered Customers by 10:00 a.m. Eastern Prevailing Time, the Company will use Company-provided values for the associated day(s). Such default values shall be binding on an EGS deciding not to enter load backcasts, as if the EGS had entered the values itself. (C)

**Step 2b:**

The Company and the EGS shall seek to reach an agreement as to the load backcasts submitted by an EGS under Step 2a, provided that nothing in this Step 2b shall limit the Company's right to reject a backcast and submit a Company backcast pursuant to Step 3. (C)

(C) Denotes Change

**Step 3:**

The Company will accept or reject an EGS load backcast via the SUCCESS website by 11:00 a.m Eastern Prevailing Time. If the Company's Electric and Gas Choice personnel determine that an EGS-submitted backcast is going to be rejected and conditions permit, then an Electric and Gas Choice staff member will attempt to contact an EGS to explain the reason for rejection and resolve backcast problems. If the reason for rejecting an EGS-submitted load backcast values or changes cannot be resolved earlier than one hour prior to the current day's PJM daily accounting deadline, the scheduling process will continue using the Company backcast values. (C)

**6.4 THIS SECTION IS NO LONGER APPLICABLE.**

**6.5 Adequacy of Backcast. (C)**

An EGS's remedies for any claimed deficiency in the Company's backcast for monthly metered Customers shall be limited to either:

1. arranging, at its own expense, for the installation pursuant to PaPUC rules and procedures of Hourly or Sub-Hourly Metering Equipment at Customer's premises in order to permit the Customer to be backcasted billed and reconciled as an hourly Customer; or (C)
2. entering, at its own expense, into a joint load study with the Company to develop new load curves.

(C) Denotes Change

**PECO Energy Company**

**6.6 Line Losses.** For purposes of backcasting, scheduling and reconciliation in Sections 6-8 of this Tariff the following transmission and distribution line loss percentages will be utilized:

For Rates R, RH, RT, OP, GS, SLP, SLS, SLE, TL, AL, and POL, 10.31%; for Rate PD, 8.41%; and for Rates HT and EP, 3.97%, where wholesale energy requirements = delivered retail energy requirements x [ 1+ the line loss percentage)]. (C)

Alternatively, for the purposes of determining the Generation Supply Adjustment line loss factor, the following transmission and distribution line loss percentages will be utilized: (C)

For Rates R, RH, RT, OP, GS, SLP, SLS, SLE, TL, AL, and POL, 9.35%; for Rate PD, 7.76%; and for Rates HT and EP, 3.82%, where wholesale energy requirements = delivered retail energy requirements x [ 1/ (1 – the line loss percentage)]. (C)

Wholesale energy obligations for PJM settlement purposes shall be reduced to the extent that PJM and/or the Company separately charge for line losses, such as for a portion or all of transmission line losses under a FERC jurisdictional tariff. (C)

(C) Denotes Change

## 7. LOAD SCHEDULING

**7.1 Net Load Schedules.** The net load schedule for an EGS shall be equal to the aggregate backcast value for all of the monthly metered and hourly metered Customers of that EGS. (C)

**7.2 Rounding to Whole Kilowatts.** So long as the PJM OI or its successor requires the scheduling and delivery of power only in whole kW, the Company will round the aggregate backcast value for each hour to a whole kW value for load scheduling purposes according to the following rules: (C)

- If the aggregate backcast value for an hour is greater than 0.0 kW but less than 1.0kW, the value will be rounded to 1.0kW.
- If the aggregate backcast value for an hour is greater than 1.0kW, the value will be rounded downward to the nearest whole kW if the decimal portion is less than 0.5.
- If the aggregate backcast value for an hour is greater than 1.0kW, the value will be rounded upward to the nearest whole kW if the decimal portion is greater than or equal to 0.5.

**7.3 Unaccounted-For Energy (UFE).** The Company will apply UFE to schedules for both EGS load and Company default service load based on load ratio share and will add UFE to the backcast KW for each hour prior to PJM submittal. (C)

### 7.4 Daily Load Scheduling Process.

**7.4.1 Submitting Schedules.** The Company will unilaterally submit the load schedule for the scheduling window to PJM on each business day using the PJM eScheduler System prior to PJM daily accounting deadlines. (C)

**7.4.2 PJM Deration of Schedules.** PJM will derate all schedules for the removal of marginal losses on an hourly basis. An EGS must serve this derated schedule per the PJM Agreements. (C)

**7.4.3 Load Schedule Changes.** An EGS may not initiate changes to the load schedule after the Company has submitted final schedules to PJM.

(C) Denotes Change

## 8. RECONCILIATION SERVICE

**8.1 General Description.** Reconciliation service accounts for mismatches between an EGS's backcast load schedule (with PJM approved load schedule changes) for serving its Customers and the energy that was actually used by those Customers. (C)

**8.2 Billing.** The Company and the EGS will rely on PJM to perform calculations to determine the monetary value of reconciliation quantities and to bill and/or credit EGSs and the Company for oversupplies and undersupplies at an hourly price through the PJM grid accounting system. The oversupplies and undersupplies will be calculated at the LMP as warranted. (C)

**8.3 The Company's Role.** The Company will assist PJM in accounting for reconciliation quantities by (1) collecting all Customer usage data; (2) determining hourly reconciliation quantities for each EGS or Scheduling Coordinator; (3) calculating monthly reconciliation quantities for each EGS or Scheduling Coordinator; and (4) submitting the reconciliation quantities to the PJM OI. The Company also shall provide all algorithms necessary for an EGS to independently determine the reconciliation calculations. (C)

**8.4 Meter Data Collection.** Meter data collected by the Company shall be utilized to calculate the quantity of energy actually consumed by an EGS's Customers for a particular reconciliation period. Such collection shall occur at the time of a Customer's monthly meter reading. Thus, in order to measure the energy consumed by all Customers on a particular day, at least one month is required for data collection.

(C) Denotes Change

**8.4.1 Monthly Metered Customers.** Data from monthly metered Customers is collected in subsets corresponding to Customer billing cycles (billing routes), which close on different days of the month. To reconcile energy mismatches on an hourly basis, the Company shall convert such meter data for Customers to the equivalent hourly usage. Rate class/strata load curves using actual weather values will be applied to metered usage to derive an estimate for the hour-by-hour usage.

(C)

**8.4.2 Hourly Metered Customers.** Data from hourly metered Customers will also be collected by the Company monthly on a billing route basis.

### **8.5 Determination of Reconciliation Quantities.**

#### **Step 1:**

Monthly-metered Customers' actual usage (the billing usage reported by the Company) will be spread over each hour in the usage period based on each Customer's weather-adjusted hourly usage curve using actual hourly weather data for the usage period. The monthly-metered Customer's weather-adjusted usage by hour will be multiplied by the loss factor determined by Customer rate class to determine the Customer's gross usage by hour.

Each hourly-metered Customer's hourly usage will be multiplied by a loss factor determined by Customer rate class to determine the Customer's gross usage by hour.

#### **Step 2:**

The gross hourly usage quantity for each Customer will be aggregated by the Company to arrive at a total gross Customer usage quantity by hour for each EGS for use in Step 4 of this Rule 8.5.

#### **Step 3:**

Unaccounted for energy, the difference between actual system load of the Company and the sum of all Customer load (EGS and the Company) as calculated in Step 1 of Rule 8.5, will be calculated on an hourly basis. The unaccounted for energy will be allocated hourly by load ratio share across all monthly load (EGS and the Company). This allocated unaccounted for energy will be algebraically summed into the gross Customer usage quantity by hour for each EGS.

(C) Denotes Change

**Step 4:**

The hourly reconciliation quantity for each hour will be calculated by subtracting an EGS's hourly total gross Customer usage quantity, including unaccounted for energy, from the hourly backcast load schedule submitted to PJM for that EGS, including the effect of any confirmed changes to the load schedule entered before the PJM accounting deadline.

(C)

**Step 5:**

The hourly reconciliation quantities will be posted on the SUCCESS website.

**8.6 Monthly Reconciliation.** In accordance with the PJM schedule, the Company will compute and post the complete hourly reconciliation quantities for the entire month to the SUCCESS website.

In accordance with the PJM schedule, the Company will also transfer the monthly reconciliation quantities to PJM. The Company and the EGS will rely on PJM to calculate the EGS reconciliation dollar amounts for each hour. The Company and the EGS will rely on PJM to include EGS reconciliation dollar amounts in the monthly PJM bills to each EGS or Scheduling Coordinator.

(C)

(C) Denotes Change

## 9. UTILIZATION OF SCHEDULING COORDINATORS

**9.1 Participation Through a Scheduling Coordinator.** If an EGS chooses not to interact directly with PJM for scheduling purposes an EGS may become a Coordinated Supplier by entering into a business arrangement with another EGS or other person that will act as a Scheduling Coordinator. A Coordinated Supplier may enter into this business arrangement with a Scheduling Coordinator(s) for an individual service such as load scheduling, or for a variety of services encompassing installed capacity, import capability, load scheduling, and reconciliation rights and responsibilities. All actions of the Scheduling Coordinator that relate to one of its Coordinated Suppliers are binding on, and attributable to, said Coordinated Supplier. (C)

**9.2 Designation of a Scheduling Coordinator.** To designate a Scheduling Coordinator, an EGS must provide the Company with a completed Scheduling Coordinator Designation Form, included as a Rider hereto, fully executed by both the EGS and the Scheduling Coordinator. The Scheduling Coordinator Designation Form is not intended to supplement or replace any agency contract between an EGS and a Scheduling Coordinator.

**9.3 Change in or Termination of a Scheduling Coordinator.** To change a Scheduling Coordinator, or cease using a Scheduling Coordinator, an EGS shall notify the Company in writing and said notice shall specify the effective month of the change or termination. The effective day of the change or termination shall be the first day of the month indicated in the notification letter unless notification is received by the Company less than ten business days before the first day of that month, in which case the effective day of the change shall be the first day of the subsequent month. In the event an EGS ceases using a Scheduling Coordinator, an EGS shall immediately resume the direct performance of all EGS obligations under this Tariff. (C)

(C) Denotes Change

## 11. CONFIDENTIALITY OF INFORMATION

**11.1 Generally.** All Company information available to an EGS in connection with the provision of coordination services, including, but not limited to, load curve data, and information regarding the Company, computer and communications systems shall not be disclosed to third parties without appropriate authorization and/or consent.

**11.2 Customer Information.** The EGS shall keep all Customer-specific information supplied by the Company confidential unless and until the EGS has obtained the Customer's written authorization to do otherwise. (C)

(C) Denotes Change

## 12. PAYMENT AND BILLING

**12.1 Customer Billing by the Company or EGS.** All Customer billing by either the Company or an EGS shall be done in accordance with the Competitive Billing Specifications attached as a Rider to this tariff.

**12.2 EGS Payment of Obligations to the Company.** An EGS shall pay all Coordination Services Charges or any other Charge it incurs hereunder in accordance with the following provisions:

**12.2.1 Billing Procedure.** Each month, the Company shall submit an invoice to the EGS for all Coordination Services Charges provided under this Tariff. The invoice may be transmitted to the EGS by any reasonable method requested by the EGS. An EGS shall make payment for Charges incurred on or before the due date shown on the bill. The due date shall be determined by the Company and shall not be less than fifteen (15) days from the date of transmittal of the bill.

**12.2.2 Billing Corrections and Estimated Billings.** Notwithstanding anything stated herein: (1) bills shall be subject to adjustment for any errors in arithmetic, computation, meter readings, estimating or other errors for a period of six (6) months from the date of such original monthly billing and (2) the Company shall be entitled to submit estimated bills (subject to correction) in the event the EGS fails to supply necessary information in a timely fashion or other circumstances limit the timely availability of necessary data. (C)

**12.2.3 Manner of Payment.** The EGS may make payments of funds payable to the Company by wire transfer to a bank designated by the Company. The Company may require that an EGS that is not creditworthy tender payment by means of a certified, cashier's, teller's, or bank check, or by wire transfer, or other immediately available funds. If disputes arise regarding an EGS bill, the EGS must pay the undisputed portion of disputed bills under investigation.

**12.2.4 Late Fee for Unpaid Balances.** If payment is made to the Company after the due date shown on the bill, a late fee will be added to the unpaid balance until the entire bill is paid. This late fee will be 2% per month on the unpaid balance.

**12.2.5 EGS Default.** In the event the EGS fails, for any reason other than a billing dispute as described below, to make payment to the Company on or before the due date as described above, and such failure of payment is not corrected within thirty

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CHARGES

TECHNICAL SUPPORT AND ASSISTANCE CHARGE

AVAILABILITY/APPLICABILITY

Technical Support and Assistance is defined as support and assistance that may be provided by the Company to a licensed EGS in connection with questions raised, and research requests, by the EGS in support of its energy supply business. The Company is under no obligation to provide any such support and assistance, with the exception of the services described in the "Conditions" section below. Such support and assistance is categorized in three general areas:

1. Explanation of the Company's communications related to information posted to the SUCCESS website and /or sent via the Electric & Gas Choice "EGC" Internet e-mail address;
2. Manual verification and confirmation of Customer account data beyond the information and messages available through the standard automated process; and
3. Explanation and definition of PECO Energy filings, PUC rulings and FERC orders

(C)

Such Technical Support and Assistance may include time spent by Company personnel conducting research in connection with an EGS inquiry.

TABLE OF CHARGES

First 10 hours ("Allowed Hours") per month per EGS:

No charge.

Any time beyond Allowed Hours:

\$100/hour

(C)

(C) Denotes Change

CONDITIONS

There will be no time recorded against an EGS's Allowed Hours in connection with inquiries covering required business interactions, specifically:

1. Normal daily backcasting and scheduling; (C)
2. Standard automated processing of EGS data files by the Company;
3. Website availability and access; and
4. Erroneous data communicated by PECO Energy via the EGC Internet address and the SUCCESS website. (C)

FREQUENTLY ASKED QUESTIONS. The Company will maintain in the general folder on its SUCCESS website a frequently asked questions ("FAQ") file, which file it will update regularly.

(C) Denotes Change

LOAD DATA SUPPLY CHARGE

AVAILABILITY/APPLICABILITY

PECO Energy will fulfill an EDI request for a Customer's historic load information for no charge. Historic load information that is available electronically via an EDI request will be provided upon receipt of a non-EDI request at a cost of \$100 per account per request. (C)

CONDITION

The Company will not require the EGS to submit a Letter of Authorization to obtain the data and the Company and EGS will comply with the Letter of Authorization provisions set forth in PECO's Smart Meter Technology Procurement and Installation Plan, Docket No. M-2009-2123944. (C)

(C) Denotes Change

**RIDERS**

**INDIVIDUAL COORDINATION AGREEMENT RIDER**

- 1.0 This Individual Coordination Agreement (“Agreement”), dated as of \_\_\_\_\_ is entered into, by and between PECO Energy Company (the “Company”) and \_\_\_\_\_ (“EGS”).
- 2.0 The Company agrees to supply, and the EGS agrees to have the Company supply, all “Coordination Services” specified in the Electric Generation Supplier Coordination Tariff (“EGS Coordination Tariff”), including but not limited to load backcasting, load scheduling, and reconciliation services. Both Parties agree (C) that such services are necessary to coordinate the delivery of Competitive Energy Supply to Customers located within the Company’s service territory.
- 3.0 Representations and Warranties.
- (a) The EGS hereby represents, warrants and covenants as follows:
- (i) The EGS is in compliance, and will continue to comply, with all obligations, rules and regulations, as established and interpreted by the PJM OI, that are applicable to LSEs serving Customers located in the

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

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.

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 not place the EGS Charges into the next billing cycle. 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. (C)

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) Denotes Change**

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.

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.

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.

15. Budget Billing. PECO Energy will provide a budget billing option for EDC and EGS charges.

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. (C)
- PECO Energy must display actual, budget and budget balance on the bill.

(C) Denotes Change

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.

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. *If the dispute involves an allegation that the Customer was changed without their consent to an EGS, the Company and EGS shall follow 52 PA Code 57.177.* (C)

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.

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

(C) Denotes Change

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. If the dispute involves an allegation that the Customer was changed without their consent to an EGS, the Company and EGS shall follow 52 PA Code 57.177.

(C)

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) Denotes Change

**PECO Energy Company**

*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.
3. PECO Energy will calculate its Customers' charges and will send its unbundled charges ("PECO Charges") to the EGS via VAN or Internet protocol.
4. EGS will provide space to enable PUC mandated messages in accordance with Chapter 56.
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.) The Data Transfer Schedule will remain in effect until December 31, 1999. In the fourth quarter 1999, the Data Transfer Schedule will be revisited by PECO Energy and the parties and PECO Energy will determine whether to modify the timing reflecting in the Data Transfer Schedule beyond December 31, 1999 and 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.
6. PECO Charges will be provided to the EGS in accordance with the Data Transfer Schedule.
7. If PECO Charges are not received by the EGS in accordance with the Data Transfer Schedule. The EGS will place the PECO Charges into the next billing cycle and the delayed PECO Charges will appear on the Customer's bill the following month. The Customer's bill for the current billing period will state that the PECO 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 PECO Charges sent to an EGS after the time periods outlined in the Data Transfer Schedule will be rejected and PECO Energy will need to resubmit data the following month.
8. The EGS will pay PECO Energy for the Customer's amounts owed for all undisputed PECO Charges regardless of whether the Customer has paid the EGS. An amount is deemed disputed if the Customer contacts the EGS questioning the charges on the bill and he/she does not agree with the EGS's and/or PECO's position regarding the amount due for PECO Charges. If PECO Charges are not in dispute, the EGS will remit all applicable monies due PECO Energy, even if the EGS portion is disputed. A Customer's claim of an inability to pay shall not constitute a dispute for purposes of the EGS's obligation to pay PECO Energy its undisputed charges.

(C) Denotes Change

Issued October 15, 2010

Effective January 1, 2011

second quarter 1999 PECO Energy will accommodate EGS specified meter reading schedules for its remaining rate classes.

12. Disputes.

a. Residential Disputes.

1. The EGS shall process all complaints in accordance with the Public Utility Code and the Commission regulations (52 Pa. Code 56.1 et. seq.) The EGS, as the entity responsible for the consolidated bill, must coordinate with PECO Energy 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 PECO Energy (if PECO Energy is involved in the dispute) are informed of the results of the investigation. PECO Energy shall provide all information needed by the EGS relating to the Customer's dispute and must do so within five (5) business days of the EGS request. (C)

b. Residential Informal Complaints.

1. The EGS shall process all informal complaints in accordance with the Public Utility Code and the Commission regulations. The EGS, as the entity responsible for the consolidated bill, must coordinate with PECO Energy so that the proper information is submitted to the Commission's Bureau of Consumer Services within the time period required by the Commission. PECO Energy will provide the EGS, to the extent it has the data, information relating to the Customer's previous EGSs during the previous two years to assist the EGS in providing the Commission required two year billing history.

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 the EGS, as determined by the Commission, during EGS consolidated billing and the handling of the informal complaint are the responsibility of the EGS.

(C) Denotes Change

c. Non-Residential Dispute Process.

1. The EGS, as the entity responsible for the consolidated bill, will coordinate with PECO Energy so that the proper investigation is made and that the Customer and PECO Energy (if PECO Energy is involved in the dispute) are informed of the results of the investigation. PECO Energy shall provide all information needed by the EGS, relating to the Customer's complaint and must do so within five (5) business days of the EGS's request.

d. Non-Residential Informal Complaints.

1. The EGS shall process all informal complaints in accordance with the Public Utility Code and the Commission regulations. The EGS, as the entity responsible for the consolidated bill, must coordinate with PECO Energy so that the proper information is submitted to the Commission's Bureau of Consumer Services within the time period required by the Commission. PECO Energy will provide the EGS, to the extent it has the data, information relating to the Customer's previous EGSs during the previous two years to assist the EGS in providing the Commission required two year billing history.

(C)

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 the EGS, as determined by the Commission, during EGS consolidated billing and the handling of the informal complaint are the responsibility of the EGS.

13. The EGS will follow credit and collection policies in compliance with the applicable Commission regulations. Outstanding balances are not transferred when a Customer switches from the EGS to PECO, switches from one EGS to another or when the Customer chooses another billing option, unless mutually agreed to by PECO Energy and the individual EGS.

(C) Denotes Change

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Supplement No. 8 to  
Tariff Electric Pa. P.U.C. No. 1S  
First Revised Page No. 104  
Superseding Original Page No. 104

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Supplement No. 8 to  
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Billing Option	Standard data transfer on PECO Computer Days	Day 0	Day 1**	Day 2**	Day 3/4/5
I	EDC Consolidated Billing and EDC Reading Meter	- EDC reads meter	<ul style="list-style-type: none"> <li>EDC transmits available reading and usage data to EGS between 10:00 PM and 10:00 AM on Day 2</li> </ul>	<ul style="list-style-type: none"> <li>EGS transmits billing data to EDC by 3:00 PM</li> <li>EDC transmits remaining reading and usage data to EGS between 10:00 PM and 10:00 AM on Day 3</li> <li>EDC processes bills for accounts where EGS info is received by 3:00 PM*</li> </ul>	<ul style="list-style-type: none"> <li>EGS transmits billing data to EDC by 3:00 PM</li> <li>EDC processes bills for accounts where EGS info is received by 3:00 PM*</li> </ul>
III	EGS Consolidated Billing and EDC Reading Meter	- EDC reads meter	<ul style="list-style-type: none"> <li>EDC transmits available reading, usage and billing data to EGS between 10:00 PM and 10:00 AM on Day 2</li> </ul>	<ul style="list-style-type: none"> <li>EDC transmits remaining reading, usage and billing data to EGS between 10:00 PM and 10:00 AM on Day 3</li> <li>EGS processes bills for accounts where EDC info is received by 3:00 PM*</li> </ul>	<ul style="list-style-type: none"> <li>EGS processes bills for accounts where EDC info is received by 3:00 PM*</li> </ul>
V	Separate (Dual) Billing and EDC Reading Meter	- EDC reads meter	<ul style="list-style-type: none"> <li>EDC transmits available reading and usage data to EGS between 10:00 PM and 10:00 AM on Day 2</li> <li>EDC processes bills for accounts with Dual billing*</li> </ul>	<ul style="list-style-type: none"> <li>EDC transmits remaining reading and usage data to EGS between 10:00 PM and 10:00 AM on Day 3</li> <li>EDC processes bills for accounts with Dual billing*</li> </ul>	

All times are Eastern Standard Time. Billing Options II, IV and VI are EGS reads meter. All transactions are sent via EDI and an EDI processing schedule is maintained on the SUCCESS website in the general folder.

\* Billing agent will mail bills the day after processing.

\*\* The reply period for transmitting billing data does not start until the reading/usage data has been transmitted. The due date and time is reflected in the transaction sent to the EGS.