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February 4, 2011

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

RECEIVED

FEB 4 2011

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Re: PECO Energy Company (PECO) Supplement No. 10 to Electric Service Tariff No. 4
Replacement Page

Dear Secretary Chiavetta:

PECO Energy Company encloses for filing with the Commission an original and eight (8) copies of replacement Tariff Page No. 24 of Budget Billing Provision for Electric Service Tariff No. 4, Supplement No. 10 filed on December 22, 2010. The replacement page clarifies that the late payment charges (LPCs) assessed are based upon the lesser of budget billing arrears and arrears from actual charges. This wording is being added as a result of the discussion PECO had with the Office of Trial Staff (OTS) on January 28, 2011 to clarify the charging of LPCs.

In support of this filing, the Company is providing the following attachment:

Attachment A – Revision to Tariff Page No. 24 – Additional sentence is added to Rule 17.6(a) to clarify how the late payment charges are assessed.

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

Thank you for your assistance in this matter. If you have any questions, please call me at 215-841-5777.

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
Bureau of Consumer Services
McNees, Wallace & Nurick
R. E. Wallace, Bureau of Audits

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

ATTACHMENT A

RULES AND REGULATIONS (continued)

17. BILLING AND STANDARD PAYMENT OPTIONS

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

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

17.3 PAYMENT.

(a) The Company's bills to customers are payable upon presentation. Payment for service received must be made on or before the due date shown on the bill. The due date shall be determined by the Company and shall be not less than twenty days from the date of transmittal of the bill for Rates R, R-H, RS-2, OP, POL and GS (excluding Summary Billing Accounts). The due date shall be not less

than 15 days from the date of transmittal of the bill for all other rates, including Summary Billing Accounts. Notwithstanding the foregoing, the due date may be up to thirty days for accounts (including Summary Billing Accounts) with the United States of America, the Commonwealth of Pennsylvania, or any of their departments, political subdivisions, or instrumentalities. The Company may allow a reasonable amount of additional time for payment of bills on industrial and commercial accounts of creditworthy customers. If the due date that appears on a customer's bill falls on a Saturday, Sunday, bank holiday, or any other day when the offices of the Company which regularly receive payments are not open to the general public, the due date shall be extended to the next business day. The payment period will not be extended because of the customer's failure to receive a bill unless said failure is due to the fault of the Company.

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

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

(d) A customer must pay the undisputed portion of disputed bills under investigation. The Company will apply this rule to the disputed portion of disputed bills, if, and only if: (1) the Company has made diligent and reasonable efforts to investigate and resolve the dispute; (2) the result of the investigation is that the Company determines that the customer's claims are unwarranted or invalid; (3) the Commission and/or the Bureau of Consumer Services has decided a formal or informal complaint in the Company's favor and no timely appeal is filed, and (4) the customer nevertheless continues to dispute the same manner in bad faith.

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

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

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

17.6 BUDGET BILLING.

(a) At the option of a customer receiving residential service under Rates R, R-H, RS-2, OP, POL and GS, an estimated total bill for all service to be received by the customer over a twelve-month period may be budgeted over the period and an average bill rendered monthly for payment each month. Any difference between the budgeted amounts so paid and the actual charges for a twelve-month budget period will at the customer's option, either be amortized over the next twelve months or incorporated into the twelfth month bill. Absent an indication of preference from the customer, the debit or credit will be amortized. Budget billing may be discontinued upon the customer's request at which time any difference between budget billing amounts and actual charges becomes due and payable. If a monthly budget bill is not paid, a late fee will be added to the unpaid balance of actual charges on the next billing date in accordance with Rule 17.3 and 17.5. Any such late fee will be calculated based on the lesser of budget billing arrears and arrears from actual charges. The Company may also arrange budget billing for creditworthy commercial and industrial customers. (C)

(b) When the Company provides Consolidated EDC Billing, the EGS's charges will be included in the customer's Budget Billing Plan. (C)

(C) Denotes Change

RULES AND REGULATIONS (continued)

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(b) When the Company provides Consolidated EDC Billing, the EGS's charges will be included in the customer's Budget Billing Plan.

~~Deleted: and such monthly budget bill will not be subject to late fees.~~

~~Deleted: be adjusted in the twelfth month.~~

~~Deleted: , the customer will be notified with the next monthly budget bill that budget billing will be terminated unless payment of the past due budget bill is made on or before the due date of the current budget bill. If budget billing is terminated~~

~~Deleted: of 1 1/2% per month~~

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~~Deleted: if the customer and EGS so indicate. In such circumstances, the Company will separately track the customer's EDC and EGS charges and remit EGS charges to the EGS as billed to the customer~~

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(C) Denotes Change

Issued December 22, 2010

Effective March 18, 2011

From: (215) 841-5776
Anna Migliaccio
Exelon
2301 Market Street S15-2

Philadelphia, PA 19103

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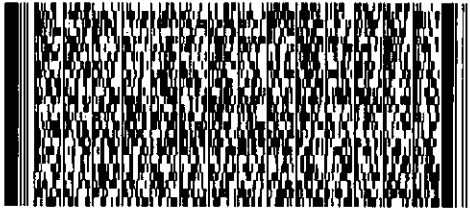
BILL SENDER

Rosemary Chiavetta, Secretary
Pa Public Utility Commission
400 NORTH ST FL 2
COMMONWEALTH KEYSTONE BLDG
HARRISBURG, PA 17120

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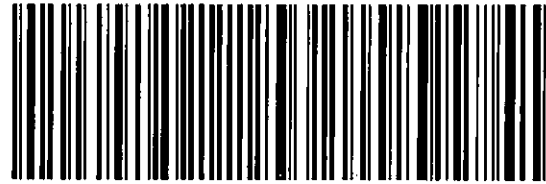
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