



PECO ENERGY

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JUN 29 1998

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PUBLIC UTILITY COMMISSION June 29, 1998
SECRETARY'S BUREAU

FEDERAL EXPRESS

James J. McNulty, Secretary
Pennsylvania Public Utility Commission
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Harrisburg, Pennsylvania 17105

KJR

RE: PECO Energy Interim Code of Conduct Compliance Filing, Docket Nos.
R-00973953 & P-00971265

Dear Mr. McNulty:

In accordance with the Commission's May 14, 1998 Final Order on the Joint Petition for Full Settlement of PECO Energy Company's ("PECO Energy") Restructuring Plan and Related Appeals, enclosed for filing please find an original and three (3) copies of PECO Energy's Interim Code of Conduct Compliance Filing.

I have enclosed a extra copy of this letter, which I request you date-stamp and return in the self-addressed, stamped envelope provided to you, as proof of timely filing. If you have any questions about the enclosed filing, please contact either me at the above direct dial number, or Delia Stroud (at (215) 841-4257).

Very truly yours,

Noel H. Trask
Enclosures

cc: The Honorable John M. Quain, Chairman
The Honorable Nora Mead Brownell, Commissioner
The Honorable David W. Rolka, Commissioner
The Honorable Robert K. Bloom, Commissioner
The Honorable Aaron Wilson, Jr., Commissioner
Service List (Active & Inactive Parties)

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BEFORE THE PENNSYLVANIA
PUBLIC UTILITY COMMISSION

JUN 29 1998

Pennsylvania Public Utility Commission

v.

PECO Energy Company

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THE PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU
Docket No. R-00973955
P-00971265

INTERIM CODE OF CONDUCT COMPLIANCE FILING

In compliance with the Commission's May 14, 1998 Final Order on the Joint Petition for Full Settlement of PECO Energy Company's Restructuring Plan and Related Appeals, PECO Energy Company ("PECO Energy") submits this Interim Code of Conduct Compliance Filing ("Compliance Filing"). The Compliance Filing notes the compliance measures PECO Energy has already taken, or has scheduled to take, to implement the Interim Code of Conduct ("Interim Code" or "Code") as well as the Commission-ordered separation and cost allocation requirements. PECO Energy's implementation plan is comprised of two parts: (1) communication and training; and (2) compliance oversight and enforcement.

I. Corporate Communications and Employee Training

PECO Energy will use a multi-faceted approach in educating PECO EDC* and PECO Supplier* employees about the Code requirements, including, but not limited to: (1) periodic articles in PECO Energy's publications Infoline and Perspectives; (2) initial presentations to specific PECO EDC and PECO Supplier employee groups tailored to their operations, with follow-up

*As defined in the Interim Code, PECO EDC refers to PECO Energy Company acting in its role as an electric distribution company, and PECO Supplier refers to the Company's affiliated and/or divisional competitive electric generation suppliers ("Supplier"), meaning, Horizon Energy Company, now doing business as Exelon Energy Company, ("Exelon Energy") an affiliated Supplier of PECO Energy, and the National Energy Team ("NET"), a divisional Supplier.

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supplemental training provided periodically as needed; (3) distribution to all affected employees of the Code and of any implementation documents developed; and (4) periodic electronic and hard-copy memos to such employees addressing particular Code-related issues as they arise, whether through specific employee inquiries or decided cases. To ensure easy access to information about the Code interpretation and application, PECO Energy will establish: (1) an internal e-mail address for questions about the Code; and (2) a Code of Conduct page on the Company's Intranet through which PECO EDC and PECO Supplier employees can access answers to frequently asked questions and obtain copies of the Code and any implementation documents. Attendance at training sessions will be mandatory with sign-in sheets provided to document attendance.

II. **Compliance Oversight and Enforcement**

To implement the Code, PECO Energy will adapt the comprehensive Company-wide procedures already in place for implementation of its existing Corporate Code of Conduct. As a standard business practice, PECO Energy already requires that employees comply with all applicable laws and regulations. The Corporate Code of Conduct states: "No employee should take, or permit to be taken, any action on behalf of the Company which he or she knows, or reasonably should know, violates any applicable governmental law or regulation." Under these procedures, the General Counsel acts as the Company's Ethics Officer and is responsible for overseeing compliance with the Code and investigating and documenting any suspected violations. The Company also has an Ethics Council, which is comprised of representatives from the Legal Division and from the various business units.

Employees may report any Code-related concerns directly to their supervisor or the General Counsel or they may call the Ethics Helpline. The Ethics Helpline is a confidential voice mailbox that is regularly checked by the General Counsel or his designees. The Ethics Council will assist the General Counsel by maintaining statistics on calls to the Ethics Helpline and reviewing educational materials and training plans.

PECO Energy has already conducted some training sessions for certain employees more directly affected by the Code (e.g., customer service and customer choice implementation). For PECO EDC employee training, Company attorneys, at times in conjunction with the EDC's Customer Choice Implementation Team, will make presentations regarding the Code. Similarly, Company attorneys will work with representatives of PECO Suppliers to develop and make presentations for them.

PECO EDC and PECO Supplier employees also will be required to acknowledge yearly, in writing, that they have read and are familiar with the Code and agree to abide by it. Compliance with the Code, both personal and by subordinates, will be a factor in PECO EDC and PECO Supplier employees' periodic performance appraisals. Intentional violations will result in disciplinary action, including, when appropriate, discharge from employment.

III. **Specific Interim Code of Conduct Rules and Applicable Implementation Procedures**

Notably, PECO Energy already is operating under the Pilot Code of Conduct, which contains similar provisions to the Interim Code. In the Fall of 1997, PECO Energy conducted training for certain employee groups more directly affected by the Pilot Code. The specific Code provisions

and the Company's intended compliance measures follow:

1. The Company, in its role as the Electric Distribution Company ("PECO EDC"), shall not give a PECO Supplier preference over a non-affiliate in the provision of goods and services such as processing requests for information, complaint processing and responses to service interruptions. PECO EDC shall provide comparable treatment without regard to the customer's chosen EGS.

The targeted training will stress that employees who perform these functions may not treat a PECO Supplier or its customers better than any other EGS or EGS' customers. Also, the same arms-length standard that applies to interactions with non-affiliated Suppliers has and will apply to all dealings with PECO Suppliers and their customers. The Company already has in place computer firewalls to restrict PECO Suppliers' access to computer systems and to data regarding customers, their accounts and the distribution system.

2. PECO EDC shall supply services and apply the rules and other provisions of its Tariffs to non-affiliates in the same manner it applies them to a PECO Supplier.

The comprehensive training described in Section I, above, (in particular training for employees involved in tariff administration) will emphasize that the EDC tariffs must be applied in accordance with their terms and in a neutral manner.

3. PECO EDC shall not sell non-power goods or services to a PECO Supplier at a price below the cost or market price, whichever is higher, for said goods or services. PECO EDC will not purchase non-power goods or services from a PECO Supplier at a price above the market price for said goods or services. No transaction between PECO EDC and a PECO Supplier shall involve an anti-competitive cross-subsidy and all such transactions shall comply with applicable law.

As described in Section IV, for its PECO Suppliers, PECO Energy has adopted cost allocation and asset transfer valuation rules that comply with this provision, and all goods and services will be transferred and billed in accordance with these rules.

4. PECO EDC shall simultaneously make available to all EGSs any market information, not in the public domain, that it provides to a PECO Supplier.

“Wires” employees (e.g., customer service, linemen, trouble crews, etc.) who have access to market information because of their unique access to information about the distribution system will be trained not to provide to any PECO Supplier sales leads or other market information obtained in the course of their employment. All Suppliers, whether affiliated or not, will access information about their customers (e.g., usage data and billing) and about the distribution system through the SUCCESS web-site, which PECO Energy currently uses to

administer its Pilot Policies and Procedures and will use to administer its Supplier Tariff. Moreover, password protection at that site also ensures that Suppliers, whether affiliated or not, cannot access other Suppliers' information.

5. Employees of PECO EDC who have responsibility for operating the distribution system, such as receiving requests for power, purchasing power, scheduling delivery, or billing and metering, shall not be shared with a PECO Supplier, and their offices shall be physically separated from the office(s) used by those working for the PECO Supplier. Such employees of PECO EDC may transfer to a PECO Supplier provided such transfer is not used as a means to circumvent this Interim Code of Conduct. Any PECO Supplier shall have its own direct line management. Any shared facilities shall be fully and transparently allocated between the PECO EDC function and the PECO Supplier function. PECO EDC accounts and records shall be maintained such that the costs a PECO Supplier incurs can be clearly identified.

The Company maintains books and records in accordance with generally accepted accounting principles and the Uniform System of Accounts. In addition, as described in Section IV, below, the Company maintains internal accounting controls to ensure that costs are fully allocated and all transfers are properly tracked. As also indicated in Section IV, PECO Supplier offices are physically separated from those of the PECO EDC employees described above, and no such employees will be shared with PECO Suppliers. Both existing PECO Suppliers also have their own direct line management.

6. PECO EDC shall not condition the provision of any PaPUC jurisdictional regulated services on the purchase of power from a PECO Supplier.

As indicated in Section I above, the Company will provide to all affected employees comprehensive training highlighting this and all other restrictions.

7. (a) Neither PECO EDC nor a PECO Supplier may directly or by implication falsely and unfairly represent:
 - that the PaPUC jurisdictional regulated services provided by PECO EDC are of a superior quality when power is purchased from a PECO Supplier; or
 - that the merchant services (for power) are being provided by PECO EDC rather than a PECO Supplier;
 - that the power purchased from an EGS that is not a PECO Supplier may not be reliably delivered;
 - that power must be purchased from a PECO Supplier to receive PECO EDC PaPUC jurisdictional regulated services.

(b) PECO EDC shall not jointly market or jointly package its PaPUC jurisdictional, regulated services with the services of a PECO Supplier. This prohibition includes prohibiting PECO EDC from including bill inserts in its EDC bills promoting a PECO Supplier's services, and further precludes a reference or link from PECO EDC's website to any PECO Supplier.

(c) When a PECO Supplier markets or communicates to the public using the PECO EDC name or logo it shall include a disclaimer that states: (1) that the PECO Supplier is not the same company as the PECO EDC; (2) that the prices of the PECO Supplier are not regulated by the PaPUC; and (3) that a Customer does not have to buy electricity or other products from the PECO Supplier in order to receive the same quality service from PECO EDC. When a PECO Supplier advertises or communicates verbally through radio or television to the public using the PECO EDC name or logo, PECO Supplier shall include at the conclusion of any such communication a disclaimer that includes all of the disclaimers listed in this paragraph.

PECO EDC and PECO Suppliers will incorporate the foregoing rules in their advertising and marketing policies as well as in any other relevant policies.

Comprehensive training as described in Section I infra, emphasizing in particular these marketing and disclosure requirements, will be provided to all affected employees. For example, relevant call scripts for call takers will explicitly reflect these restrictions. Also, PECO Energy will not include PECO Supplier promotional materials in its bills. There will be no links from PECO EDC's web-site to those of PECO Suppliers.* The disclaimer is being included, as appropriate, whenever a PECO Supplier markets or communicates to the

* Pursuant to an Emergency Order, ("Emergency Order") issued by Commissioner John M. Quain, June 26, 1998 granting, in part, a Petition for Emergency Order filed that day by Mid-Atlantic Power Supply Association, PECO Energy has removed the linkage from its corporate web-site to Exelon. Through such removal, PECO Energy does not, however, concede that the link violated this provision of the Code.

public, whether in writing or through the radio or television. See, for example, the disclaimers included on the web-sites of both Exelon Energy (www.exeloncorp.com/home/home.htm) and the National Energy Team (www.thenet.peco.com) (copies of which are attached hereto as Exhibits 1 and 2).*

8. Violations of this Code of Conduct shall result in PaPUC-ordered fines at the levels determined to be appropriate by the PaPUC. Any such PaPUC action would not preclude or limit additional private remedies or civil action.

If the Commission ever determines that a fine for a proven violation is appropriate and orders PECO Energy to pay such a fine, PECO Energy will do so.

9. Dispute Resolution Procedures:
 - Regarding any dispute between PECO EDC, and/or a PECO Supplier, and an EGS (each individually referred to as “Party” and collectively referred to as “Parties”) alleging a violation of any of these Code of Conduct provisions, the EGS must provide PECO EDC and/or PECO Supplier, as applicable, a written Notice of Dispute that includes the names of the Parties and customer(s), if any, involved and a brief description of the matters in dispute.

* Pursuant to the Emergency Order, PECO Energy also is in the process of adding the disclaimer to each subsequent page of the Exelon Energy web-site. Through such additions, PECO Energy does not concede,

- Within five (5) days of PECO EDC's and/or PECO Supplier's receipt of a Notice of Dispute, a designated senior representative of each of the Parties shall attempt to resolve the dispute on an informal basis.
- In the event the designated representatives are unable to resolve the dispute by mutual agreement within thirty (30) days of said referral, the dispute shall be referred for mediation through the Commission's Office Of Administrative law Judge. A party may request mediation prior to that time if it appears that informal resolution is not productive.
- If mediation is not successful, then the matter shall be converted to a formal proceeding before a Commission Administrative Law Judge.
- Any Party may file a complaint concerning the dispute with the Commission under relevant provisions of the Public Utility Code.

The Company will participate in the dispute resolution procedure outlined in this rule. In the event PECO EDC and/or a PECO Supplier receives a Notice of Dispute, a senior representative designated by the PECO EDC and/or the PECO Supplier, as applicable, will meet as required with the EGS' representative to attempt to resolve the Dispute.

10. PECO EDC shall file a compliance filing within 60 days of execution of any settlement which sets forth a detailed plan for compliance with this Code of Conduct as well as

however, that restricting the disclaimer to the Exelon Energy web-site homepage violated this provision of the Code.

the PUC separation and cost allocation requirements already ordered.

This Compliance Filing fulfills this requirement.

IV. **Cost Allocation and Asset Transfer Valuation Rules**

PECO Energy already maintains a system of internal accounting controls to ensure that affiliate transactions are recorded in accordance with applicable guidelines. Pursuant to the Affiliated Interest Agreement governing all transfers of value between PECO Energy Company and PECO Energy's affiliated Supplier, Exelon Energy*, approved by the Commission on March 13, 1997, support services, facilities, equipment or goods provided to Exelon Energy by PECO Energy, if any, will be billed to Exelon Energy at a cost not less than PECO Energy's fully allocated cost, including all applicable direct and indirect costs such as labor, materials and overheads. Any transfer of support services (i.e. such as accounting, audit, security, telecommunications, purchasing, human resources, information systems, tax, office equipment, regulatory compliance, legal, payroll, benefits, insurance and treasury functions), facilities, equipment or goods from Exelon Energy to PECO Energy will not exceed market value. To date, however, Exelon Energy has provided no such services to PECO Energy. Under the Agreement as approved, any employee services provided by PECO Energy are billed to Exelon Energy on a basis not less than the actual time spent at the employees' actual hourly wage rates plus applicable fringe benefits and related costs, such as payroll taxes, pensions and insurance, and an allocation for administrative and general expenses. Exelon Energy sub-leases from PECO Energy office space, parking space

*At the time of the March, 1997 filing, PECO Energy's affiliated EGS was named Horizon Energy Company. Effective June 15, 1998 and pursuant to a fictitious name registration filed May 27, 1998 in Pennsylvania, Horizon Energy Company is now doing business as Exelon Energy Company.

and/or storage space, and Exelon Energy is charged not less than a pro rata allocation based upon square footage of PECO Energy's total actual cost. If Exelon Energy utilizes or purchases any facilities or equipment of PECO Energy, Exelon Energy is charged PECO Energy's actual cost. If Exelon Energy purchases any goods from PECO Energy, it pays PECO Energy's actual procurement costs plus any overhead rate normally applied by PECO Energy to such goods. PECO Energy bills Exelon Energy for any other non-power services provided on a fully allocated cost basis, including fringe benefits and overheads.

The cost allocation and asset transfer valuation rules described above will be applied as well to PECO Energy's existing divisional Supplier, the National Energy Team.

V. Functional Separation

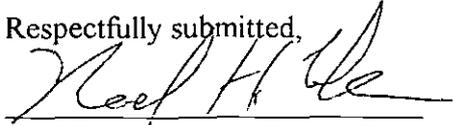
The offices of Exelon Energy are located in Wayne, Pennsylvania away from the main Philadelphia corporate offices of PECO Energy. Exelon Energy has its own direct line management. Currently, Myles Meehan is Vice President, Residential and Small Business Services and R. Scott Brown is Vice President, Commercial and Industrial Services and they have no responsibility for any PECO EDC functions. Notably, Exelon Energy already operates under the Pilot Code of Conduct, the FERC Code of Conduct with respect to FERC jurisdictional matters and under the code for gas marketing affiliates.

The employees for the National Energy Team are located in a separate section of a floor in PECO Energy's main office building apart from any PECO EDC employees. The National Energy Team has its own director, Phillip Eastman, and like Myles Meehan and R. Scott Brown, he has no

responsibility for any PECO EDC functions.

None of the PECO EDC employees that are responsible for the functions delineated in Provision 5 of the Code will be shared with any PECO Supplier.

Respectfully submitted,



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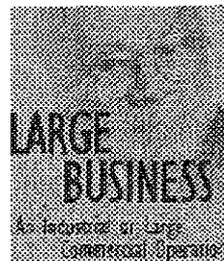
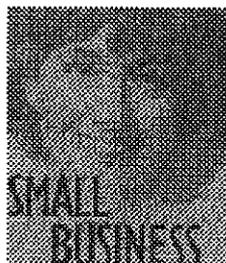
Dated: June 29, 1998

A new name...



A PECO Energy Enterprise

Choose a path for pertinent information -- and for the option of ordering your Electric Choice Resource kit.



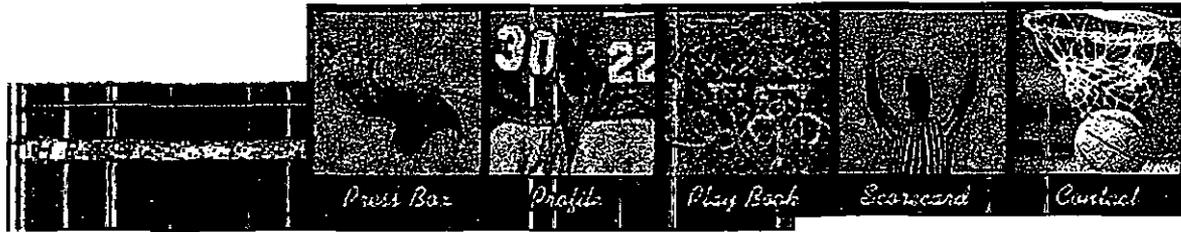
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Exelon Energy is an affiliate of PECO Energy Company, and is separate from the Local Distribution Company. Exelon's prices are not regulated by the Pennsylvania PUC. A customer does not have to buy electricity or other products from Exelon in order to receive the same quality distribution service from PECO Energy.

EXHIBIT "1"

IT TAKES A TEAM. NATIONAL ENERGY TEAM™



The National Team ("NET") is a competitive division of PECO Energy Company. The prices charged by the NET for its services are not regulated by the Pennsylvania Public Utility Commission. You do not have to buy services from the NET to continue receiving the same quality services from PECO Energy Company.

EXHIBIT "2"

Certificate of Service

I hereby certify that I have this day, served the foregoing document, in the matter of PAPUC v. PECO Energy Company, Docket Nos. R-00973932 & P-00971265, via express overnight mail, on the following:

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Dated: June 29, 1998