

TRANSMISSION SERVICE FOR CUSTOMERS RECEIVING DEFAULT PLR SERVICE: Unless such a customer is able to obtain transmission service on its own, PECO Energy will provide transmission service, and will impose charges on such a customer for such transmission service.

MINIMUM CHARGE. The minimum charge per month will be the Fixed Distribution Service Charge.

STATE TAX ADJUSTMENT CLAUSE, NUCLEAR DECOMMISSIONING COST ADJUSTMENT, UNIVERSAL SERVICE FUND CHARGE APPLY TO THIS RATE.

CONTRACT TERM. Not less than twelve months.

PAYMENT TERMS. Standard.

RATE R-H RESIDENTIAL HEATING SERVICE

AVAILABILITY.

Single-phase service to the dwelling and appurtenances of a single private family (or to a multiple dwelling unit building consisting of two to five dwelling units, whether occupied or not), for domestic requirements when such service is provided through one meter and where the dwelling is heated by specified types of electric space heating systems. The systems eligible for this rate are (a) permanently connected electric resistance heaters where such heaters supply all of the heating requirements of the dwelling, (b) heat pump installations where all of the supplementary heating required is supplied by electric resistance heaters, and (c) heat pump installations where all of the supplementary heating required is supplied by non-electric energy sources and/or by electric energy sources served on Rate O-P Off-Peak Service. All space heating installations must meet Company requirements. This rate schedule is not available for commercial, institutional or industrial establishments.

Wood, solar, wind, water, and biomass systems may be used to supply a portion of the heating requirements in conjunction with service provided hereunder. Any customer system of this type that produces electric energy may not be operated concurrently with service provided by the Company except under written agreement setting forth the conditions of such operation as provided by and in accordance with the provisions of the Auxiliary Service Rider.

Each dwelling unit connected after May 10, 1980 except those dwelling units under construction or under written contract for construction as of that date, must be individually metered.

CURRENT CHARACTERISTICS. Standard single-phase secondary service.

MONTHLY RATE TABLE.

FIXED DISTRIBUTION SERVICE CHARGE: \$5.10

METERING AND BILLING CREDITS A customer receiving Advanced Meter Services from a MSP other than the Company will receive a credit on the Fixed Distribution Service Charge equal to the Total Metering Credit set forth for this Base Rate in Appendix B to the Joint Petition for Full Settlement. A customer receiving Consolidated EGS Billing will receive a credit on the Fixed Distribution Service Charge equal to the Billing and Collection Credit set forth for this Base Rate in Appendix B to the Joint Petition for Full Settlement.

VARIABLE DISTRIBUTION SERVICE CHARGE:

SUMMER MONTHS. (June through September)

4.13¢ per kWh for the first 500 kWh per dwelling unit

4.81¢ per kWh for additional kWh.

WINTER MONTHS. (October through May)

4.13¢ for the first 600 kWh per dwelling unit

1.72¢ per kWh for additional kWh.

COMPETITIVE TRANSITION CHARGE:

SUMMER MONTHS. (June through September)

2.84¢ per kWh for the first 500 kWh per dwelling unit

3.28¢ per kWh for additional kWh.

WINTER MONTHS. (October through May)

2.84¢ per kWh for the first 600 kWh per dwelling unit

1.24¢ per kWh for additional kWh.

ENERGY AND CAPACITY CHARGE: The following Energy and Capacity Charges, which are not applicable to the customer if it obtains Competitive Energy Supply, will apply to the customer if the customer receives Default PLR Service until the first billing month of the year 2001.

SUMMER MONTHS. (June through September)

5.31¢ per kWh for the first 500 kWh per dwelling unit

5.93¢ per kWh for additional kWh.

WINTER MONTHS. (October through May)

5.31¢ per kWh for the first 600 kWh per dwelling unit

3.09¢ per kWh for additional kWh.

Starting with the first billing month of the year 2001, the Company will charge customers that receive Default PLR Service a price determined in accordance with Section L, paragraph 38(e) of the Joint Petition for Full Settlement.

TRANSMISSION SERVICE FOR CUSTOMERS RECEIVING DEFAULT PLR SERVICE: Unless such a customer is able to obtain transmission service on its own, PECO Energy will provide transmission service, and will impose charges on such a customer for such transmission service.

MINIMUM CHARGE. The minimum charge per month will be the Fixed Distribution Service Charge.

STATE TAX ADJUSTMENT CLAUSE, NUCLEAR DECOMMISSIONING COST ADJUSTMENT, UNIVERSAL SERVICE FUND CHARGE APPLY TO THIS RATE.

COMBINED RESIDENTIAL AND COMMERCIAL SERVICE. Where a portion of the service provided is used for commercial purposes, the appropriate general service rate is applicable to all service; or, at the option of the customer, the wiring may be so arranged that the residential service may be separately metered and this rate is then applicable to the residential service only.

PAYMENT TERMS. Standard.

CAP RATE

AVAILABILITY.

To payment-troubled customers who are currently served under or otherwise qualify for Rate R or Rate RH (does not include multiple dwelling unit buildings consisting of two to five dwelling units). Customers must apply for this rate and must demonstrate annual household gross income below 150% of the Federal Poverty guidelines.

Customers with annual household gross incomes below 100% of the Federal poverty income guidelines will be eligible for Customer Assistance Program (CAP) Rate I which provides a 51.9% discount on the pricing of the first 500 kWh of usage.

Customers with annual household gross incomes between 100% and 150% of the Federal poverty income guidelines will be eligible for Customer Assistance Program (CAP) Rate II which provides a 26% discount on the pricing of the first 500 kWh of usage.

Certification by various State agencies that a customer is receiving certain government assistance payments may be used where possible to expedite the eligibility process. These payments include (but are not limited to) AFDC, SSI, Food Stamps, PACE and Medicaid. Information available from the Pa. Department of Revenue may also be used where appropriate to expedite the process.

A process will be established to provide verification of eligibility for customers who do not fit the above processes. Asset testing will also be used where necessary and appropriate.

Customers being considered for the CAP Rates will be required to:

- * Waive certain privacy rights to enable PECO Energy to effectively conduct the above certification process.
- * Apply for and assign to PECO Energy at least one energy assistance grant from the Commonwealth.
- * Participate in various energy education and conservation programs facilitated by PECO Energy.

MONTHLY RATE TABLE.

	RATE R		RATE RH			
	CAP I	CAP II	CAP I		CAP II	
			Summer	Winter	Summer	Winter
Fixed Distribution Service Charge	\$5.10	\$5.10	\$5.10	\$5.10	\$5.10	\$5.10
Variable Distribution Service Charge						
for the first 500 kWh	2.09 ¢/kWh	3.21 ¢/kWh	1.99 ¢/kWh	1.99 ¢/kWh	3.06 ¢/kWh	3.06 ¢/kWh
for additional kWh	4.32 ¢/kWh	4.32 ¢/kWh	4.13 ¢/kWh	1.99 ¢/kWh	4.13 ¢/kWh	1.99 ¢/kWh
Competitive Transition Charge						
for the first 500 kWh	1.37 ¢/kWh	2.11 ¢/kWh	1.37 ¢/kWh	1.37 ¢/kWh	2.12 ¢/kWh	2.92 ¢/kWh
for additional kWh	2.84 ¢/kWh	2.84 ¢/kWh	2.84 ¢/kWh	1.37 ¢/kWh	2.84 ¢/kWh	1.37 ¢/kWh
Energy and Capacity Charge						
for the first 500 kWh	2.46 ¢/kWh	3.77 ¢/kWh	2.57 ¢/kWh	2.57 ¢/kWh	3.93 ¢/kWh	3.95 ¢/kWh
for additional kWh	5.09 ¢/kWh	5.09 ¢/kWh	5.31 ¢/kWh	2.57 ¢/kWh	5.31 ¢/kWh	2.57 ¢/kWh

METERING AND BILLING CREDITS A customer receiving Advanced Meter Services from a MSP other than the Company will receive a credit on the Fixed Distribution Service Charge equal to the Total Metering Credit set forth for Rate R or RH as applicable in Appendix B to the Joint Petition for Full Settlement. A customer receiving Consolidated EGS Billing will receive a credit on the Fixed Distribution Service Charge equal to the Billing and Collection Credit set forth for Rate R or RH as applicable in Appendix B to the Joint Petition for Full Settlement.

ENERGY AND CAPACITY CHARGE: The preceding Energy and Capacity Charges, which are not applicable to the customer if it obtains Competitive Energy Supply, will apply to the customer if the customer receives Default PLR Service until the first billing month of the year 2001. Starting with the first billing month of the year 2001, the Company will charge customers that receive Default PLR Service a price determined in accordance with Section L, paragraph 38(e) of the Joint Petition for Full Settlement.

If the customer obtains Competitive Energy Supply, the customer will receive a credit, on the first 500 kWh of usage on their PECO Energy bill, as follows:

Customer Credit when obtaining Competitive Energy Supply:

	RATE R		RATE RH			
	CAP I	CAP II	CAP I		CAP II	
			Summer	Winter	Summer	Winter
	2.63 ¢/kWh	1.32 ¢/kWh	2.74 ¢/kWh	2.74 ¢/kWh	0.72 ¢/kWh	0.72 ¢/kWh

MINIMUM CHARGE: The minimum charge per month will be the Fixed Distribution Service Charge.

TRANSMISSION SERVICE FOR CUSTOMERS RECEIVING DEFAULT PLR SERVICE. Unless such a customer is able to obtain transmission service on its own, PECO Energy will provide transmission service, and will impose charges on such a customer for such transmission service.

STATE TAX ADJUSTMENT CLAUSE, NUCLEAR DECOMMISSIONING COST ADJUSTMENT, UNIVERSAL SERVICE FUND CHARGE APPLY TO THIS RATE.

ARREARAGE.

Customers who qualify and are placed on the CAP Rate will have their pre-program arrearage forgiven if they remain current on their CAP bill for six to twelve months. The development of any new arrearage during this period will delay forgiveness. Customers that develop any new arrearage will be offered a payment agreement.

RATE OP OFF-PEAK SERVICE

AVAILABILITY.

In conjunction with Rates R, RT, R-H and with residence service under Rate GS, for any customer receiving service at 120/240 volts, 3 wires, or 120/208 volts, 3 wires, for the operation of 240-volt or 208-volt domestic equipment of a type approved by the Company. Any load connected for service under Rate OP may not be connected for service under any other rate during the period that service under Rate OP is interrupted. Service will be interrupted during on-peak periods as established by the Company. This rate is not available when the source of supply is service purchased from a neighboring company under a borderline-purchase agreement.

SPECIAL RULES AND REGULATIONS.

The normal control device furnished by the Company has a limited capacity. The customer shall notify the Company before connecting any load in addition to an existing water heater. If necessary, the Company will install a control device with a rating of 100 amperes to accommodate the additional 240-volt controlled load. For controlled loads larger than 100 amperes the control device shall be furnished, installed and maintained by the customer.

Service may be interrupted for a total of not more than 6-1/2 hours per day during scheduled periods which may vary from customer to customer.

The Company has a program to replace seven-day clock control devices as they fail with five-day radio-control devices which provide uninterrupted service on Saturdays, Sundays and holidays.

MONTHLY RATE TABLE.

FIXED DISTRIBUTION SERVICE CHARGE: \$4.58 per month

METERING AND BILLING CREDITS A customer receiving Advanced Meter Services from a MSP other than the Company will receive a credit on the Fixed Distribution Service Charge equal to the Total Metering Credit set forth for this Base Rate in Appendix B to the Joint Petition for Full Settlement. A customer receiving Consolidated EGS Billing will receive a credit on the Fixed Distribution Service Charge equal to the Billing and Collection Credit set forth for this Base Rate in Appendix B to the Joint Petition for Full Settlement.

VARIABLE DISTRIBUTION SERVICE CHARGE: 3.42¢ per kWh

COMPETITIVE TRANSITION CHARGE: 0.07¢ per kWh

ENERGY AND CAPACITY CHARGE: The following Energy and Capacity Charges, which are not applicable to the customer if it obtains Competitive Energy Supply, will apply to the customer if the customer receives Default PLR Service until the first billing month of the year 2001.

1.71¢ per kWh

Starting with the first billing month of the year 2001, the Company will charge customers that receive Default PLR Service a price determined in accordance with Section L, paragraph 38(e) of the Joint Petition for Full Settlement.

TRANSMISSION SERVICE FOR CUSTOMERS RECEIVING DEFAULT PLR SERVICE: Unless such a customer is able to obtain transmission service on its own, PECO Energy will provide transmission service, and will impose charges on such a customer for such transmission service.

MINIMUM CHARGE: The minimum charge per month will be the Fixed Distribution Service Charge.

STATE TAX ADJUSTMENT CLAUSE, NUCLEAR DECOMMISSIONING COST ADJUSTMENT, UNIVERSAL SERVICE FUND CHARGE APPLY TO THIS RATE.

PAYMENT TERMS.

Standard.

RATE-GS GENERAL SERVICE

AVAILABILITY.

Service through a single metering installation for offices, professional, commercial or industrial establishments, governmental agencies, and other applications outside the scope of the Residence Service rate schedules.

CURRENT CHARACTERISTICS.

Standard single-phase or polyphase secondary service.

MONTHLY RATE TABLE.

FIXED DISTRIBUTION SERVICE CHARGE:

- \$ 6.63 for single-phase service without demand measurement, or
- \$ 8.67 for single-phase service with demand measurement, or
- \$23.45 for polyphase service.

METERING AND BILLING CREDITS A customer receiving Advanced Meter Services from a MSP other than the Company will receive a credit on the Fixed Distribution Service Charge equal to the Total Metering Credit set forth for this Base Rate in Appendix B to the Joint Petition for Full Settlement. A customer receiving Consolidated EGS Billing will receive a credit on the Fixed Distribution Service Charge equal to the Billing and Collection Credit set forth for this Base Rate in Appendix B to the Joint Petition for Full Settlement.

VARIABLE DISTRIBUTION SERVICE CHARGE:

- 3.37¢ per kWh for the first 80 hours' use of billing demand
- * 1.59¢ per kWh for the next 80 hours' use of the billing demand
- 1.00¢ per kWh for additional use; except
- 0.44¢ per kWh over both 400 hours' use of billing demand and 2,000 kWh

COMPETITIVE TRANSITION CHARGE:

- 6.84¢ per kWh for the first 80 hours' use of billing demand
- * 3.27¢ per kWh for the next 80 hours' use of billing demand
- 2.10¢ per kWh for additional use; except
- 0.98¢ per kWh over both 400 hours' use of billing demand and 2,000 kWh.

ENERGY AND CAPACITY CHARGE: The following Energy and Capacity Charges will apply to the customer if the customer receives Default PLR Service. These charges are not applicable to the customer if it obtains Competitive Energy Supply.

- 10.45¢ per kWh for the first 80 hours' use of billing demand
- * 5.69¢ per kWh for the next 80 hours' use of billing demand
- 4.13¢ per kWh for additional use; except
- 2.64¢ per kWh over both 400 hours' use of billing demand and 2,000 kWh.
- * During October through May this block is eliminated.

TRANSMISSION SERVICE FOR CUSTOMERS RECEIVING DEFAULT PLR SERVICE: Unless such a customer is able to obtain transmission service on its own, PECO Energy will provide transmission service, and will impose charges on such a customer for such transmission service.

STATE TAX ADJUSTMENT CLAUSE, NUCLEAR DECOMMISSIONING COST ADJUSTMENT APPLY TO THIS RATE.

DETERMINATION OF DEMAND.

The billing demand will be measured where consumption exceeds 1,100 kilowatt-hours per month for three consecutive months; or where load tests indicate a demand of five or more kilowatts; or where the customer requests demand measurement. Measured demands will be determined to the nearest 0.1 of a kilowatt but will not be less than 1.2 kilowatts, and will be adjusted for power factor in accordance with the Rules and Regulations.

For those customers with demand measurement, during October through May the billing demand will not be less than 40% of the highest billing demand in the preceding months of June through September, nor less than the minimum value stated in the contract for service. If a measured demand customer has less than 1,100 monthly kilowatt-hours of use, the monthly billing demand will be the measured demand or the metered monthly kilowatt-hours divided by 175 hours, whichever is less, but not less than 40% of the highest billing demand in the preceding months of June through September, nor less than 1.2 kilowatts.

For those customers without demand measurement, the monthly billing demand will be computed by dividing the metered monthly kilowatt-hours by 175 hours. The computed demand will be determined to the nearest 0.1 of a kilowatt, but will not be less than 1.2 kilowatts.

MINIMUM CHARGE.

The monthly minimum charge for customers without demand measurement will be the Fixed Distribution Service Charge. The monthly minimum charge for customers with demand measurement will be the Fixed Distribution Service Charge, plus a charge of \$6.12 per kW of billing demand, as follows: Variable Distribution - \$0.87 per kW; Competitive Transition Charge - \$1.85 per kW; Energy and Capacity - \$3.07 per kW (Energy and Capacity Charge applicable only if Customer receives Default PLR Service).

HEATING MODIFICATION.

Wood, solar, wind, water, and biomass systems may be used to supply a portion of the heating requirements in conjunction with service provided hereunder. Any customer system of this type that produces electric energy may not be operated concurrently with service provided by the Company except under written agreement setting forth the conditions of such operation as provided by and in accordance with the provisions of the Auxiliary Service Rider.

METERING.

A. Single Meter.

Applicable where an area is heated solely by permanently connected electric space heating installations (1) acceptable to the Company, (2) sensitive to outdoor temperature and (3) not less than 5 kilowatts. Qualifying electric heating systems are (1) electric resistance coils, (2) electric resistance baseboards, (3) electric boilers and (4) heat pumps with electric back-up.

During October through May the monthly maximum measured demand shall be reduced by one-half of the difference between the peak winter measured demand and the base load demand over the two most recent winter seasons preceding the start of the current winter season (October 1st). The demand reduction will be subject to annual review and any revisions will be based on the two most recent winter seasons. The base load demand will be defined as the lowest measured demand during the period from October to May. For time-of-use metered customers, the demand reduction will be based upon the difference between the peak winter and base load demands regardless of whether they occur on or off peak. During this period, the billing demand shall never be less than 15 kilowatts; except for those customers in service as of February 18, 1971, the billing demand during October through May shall not be less than one-half of the monthly measured demand.

A customer whose demand reduction was calculated under the methods in effect on October 17, 1996, will continue to receive the same reduction until the date of full Direct Access unless the current method (described in the preceding paragraph) yields a smaller billed demand for the customer.

A customer who adds new electrical connected heating load will receive the same proportion of forgiven demand to total demand that they currently receive.

This demand modification will only be applicable within 30 days of the date that the customer requests billing under this provision. It shall be the responsibility of the customer to notify the Company of any subsequent changes to its heating equipment or requirements.

B. Separate Meters.

At the option of the customer, electricity supplying permanently connected space heating installations or heating equipment sensitive to outdoor temperature with a total capacity of not less than 5 kilowatts, which are acceptable to the Company, will be measured apart from the customer's other requirements for electric service at the premises. Air conditioning equipment of rated electrical capacity up to twice that of the heating equipment also may be supplied through this separate heating circuit.

During October through May the usage of this separate circuit shall be billed at the charges listed below in lieu of the pricing of the basic Monthly Rate Table.

VARIABLE DISTRIBUTION SERVICE CHARGE: 0.79¢ per kWh

COMPETITIVE TRANSITION CHARGE: 1.66¢ per kWh

ENERGY AND CAPACITY CHARGE: The following Energy and Capacity Charges will apply to the customer if the customer receives Default PLR Service. These charges are not applicable to the customer if it obtains Competitive Energy Supply:

3.57¢ per kWh

During June through September the combined usage shall be billed under the price provisions of the basic Monthly Rate Table.

TRANSMISSION SERVICE FOR CUSTOMERS RECEIVING DEFAULT PLR SERVICE: Unless such a customer is able to obtain transmission service on its own, PECO Energy will provide transmission service, and will impose charges on such a customer for such transmission service.

OFF-PEAK THERMAL STORAGE PROVISION.

Off-peak energy may be provided exclusively for qualifying Thermal Storage applications only in conjunction with this rate schedule when the load supplied is separately metered. This service will be billed separately at the rate of \$11.21 per month, plus the charges listed below.

OFF-PEAK USAGE DURING THE WINTER AND SUMMER MONTHS:

VARIABLE DISTRIBUTION SERVICE CHARGE: 1.33¢ per kWh

COMPETITIVE TRANSITION CHARGE: 0.85¢ per kWh

ENERGY AND CAPACITY CHARGE: The following Energy and Capacity Charges will apply to the customer if the customer receives Default PLR Service. These charges are not applicable to the customer if it obtains Competitive Energy Supply:

1.73¢ per kWh

ON-PEAK USAGE DURING THE WINTER MONTHS:

VARIABLE DISTRIBUTION SERVICE CHARGE: 2.04¢ per kWh

COMPETITIVE TRANSITION CHARGE: 1.30¢ per kWh

ENERGY AND CAPACITY CHARGE: The following Energy and Capacity Charges will apply to the customer if the customer receives Default PLR Service. These charges are not applicable to the customer if it obtains Competitive Energy Supply.

2.65¢ per kWh

TRANSMISSION SERVICE FOR CUSTOMERS RECEIVING DEFAULT PLR SERVICE: Unless such a customer is able to obtain *transmission service on its own*, PECO Energy will provide *transmission service*, and will impose charges on such a customer for such *transmission service*.

During the summer months, any on-peak demand and energy will contribute to the pricing of the basic *Monthly Rate Table*. To qualify for this provision, the customer must submit an engineering study performed by a professional engineer registered in the Commonwealth of Pennsylvania to the Company for technical review and approval. On-peak hours are defined as the hours between 8:00 a.m. and 8:00 p.m., Eastern Standard Time or Daylight Saving Time, whichever is in common use, daily except Saturdays, Sundays and holidays; except that the on-peak hours will end at 4:00 p.m. on Fridays. Off-peak hours are defined as

the hours other than those specified as on-peak hours. For Cooling Thermal Storage applications, during the months of June through September, on-peak hours will commence at 10:00 a.m. instead of 8:00 a.m.

SPECIAL PROVISION.

In accordance with Section 1511, Title 66 Public Utilities, a volunteer fire company or a non-profit senior citizen center may, upon application, elect to have its electric service billed at the pricing of Rate R Residential Service, Rate RT Residential Time of Use, Rate R-H Residential Heating Service, or Rate OP Off-Peak Service as appropriate for the application. The execution of a contract for a minimum term of one year will be required.

For the purposes of this provision, the following words and terms shall have the following meanings, unless the context clearly indicates otherwise:

VOLUNTEER FIRE COMPANY - a separately metered service location consisting of a building, sirens, a garage for housing vehicular fire fighting equipment, or a facility certified by the Pennsylvania Emergency Management Agency (PEMA) for fire fighter training. The use of electric service at this location shall be to support the activities of the volunteer fire company. Any fund raising activities at this service location must be used solely to support volunteer fire fighting operations.

The customer of record at this service location must be a predominantly volunteer fire company recognized by the local municipality or PEMA as a provider of fire fighting services.

NON-PROFIT SENIOR CITIZEN CENTER - a separately metered service location consisting of a facility for the use of senior citizens coming together as individuals or groups and where access to a wide range of services to senior citizens is provided.

The customer of record at this service location must be an organization recognized by the Internal Revenue Service (IRS) as non-profit and recognized by the Pennsylvania Department of Aging as an operator of a senior citizen center.

PAYMENT TERMS.

Standard.

TERM OF CONTRACT.

The initial contract term shall be for at least one year.

PAYMENT TERMS.

Standard.

RATE-PD PRIMARY-DISTRIBUTION POWER

AVAILABILITY.

Untransformed service from the primary supply lines of the Company's distribution system where the customer installs, owns, and maintains any transforming, switching and other receiving equipment required. However, standard primary service is not available in areas where the distribution voltage has been changed to either 13 kV or 33 kV unless the customer was served with standard primary service before the conversion of the area to either 13 kV or 33 kV. This rate is available only for service locations served on this rate on July 6, 1987 as long as the original primary service has not been removed. PECO Energy may refuse to increase the load supplied to a customer served under this rate when, in PECO Energy's sole judgment, any transmission or distribution capacity limitations exist. If a customer changes the billing rate of a location being served on this rate, PECO Energy may refuse to change that location back to Rate PD when, in PECO Energy's sole judgment, any transmission or distribution capacity limitations exist.

CURRENT CHARACTERISTICS.

Standard primary service.

MONTHLY RATE TABLE.

FIXED DISTRIBUTION SERVICE CHARGE: \$275.28

METERING AND BILLING CREDITS A customer receiving Advanced Meter Services from a MSP other than the Company will receive a credit on the Fixed Distribution Service Charge equal to the Total Metering Credit set forth for this Base Rate in Appendix B to the Joint Petition for Full Settlement. A customer receiving Consolidated EGS Billing will receive a credit on the Fixed Distribution Service Charge equal to the Billing and Collection Credit set forth for this Base Rate in Appendix B to the Joint Petition for Full Settlement.

VARIABLE DISTRIBUTION SERVICE CHARGE:

\$1.69 per kW of billing demand
1.49¢ per kWh of the first 150 hours' use of billing demand
0.88¢ per kWh of the first next 150 hours' use of billing demand
0.28¢ per kWh for additional use.

COMPETITIVE TRANSITION CHARGE:

\$2.94 per kW of billing demand
2.70¢ per kWh of the first 150 hours' use of billing demand
1.64¢ per kWh for the next 150 hours' use of billing demand
0.60¢ per kWh for additional use.

ENERGY AND CAPACITY CHARGE: The following Energy and Capacity Charges will apply to the customer if the customer receives Default PLR Service. These charges are not applicable to the customer if it obtains Competitive Energy Supply.

\$3.96 per kW of billing demand
4.99¢ per kWh of the first 150 hours' use of billing demand
3.56¢ per kWh for the next 150 hours' use of billing demand
2.15¢ per kWh for additional use.

TRANSMISSION SERVICE FOR CUSTOMERS RECEIVING DEFAULT PLR SERVICE: Unless such a customer is able to obtain transmission service on its own, PECO Energy will provide transmission service, and will impose charges on such a customer for such transmission service.

STATE TAX ADJUSTMENT CLAUSE, NUCLEAR DECOMMISSIONING COST ADJUSTMENT APPLY TO THIS RATE.

DETERMINATION OF BILLING DEMAND.

The billing demand will be computed to the nearest kilowatt and will never be less than the measured demand, adjusted for power factor in accordance with the Rules and Regulations, nor less than 25 kilowatts. Additionally, during the eight months of October through May the billing demand will not be less than 40% of the maximum demand specified in the contract nor less than 80% of the highest billing demand in the preceding months of June through September.

MINIMUM CHARGE.

The monthly minimum charge shall be the Fixed Distribution Service Charge, plus the charge per kW component of the Variable Distribution Service Charge, the CTC, and the Energy and Capacity Charge.

TERM OF CONTRACT.

The initial contract term shall be for at least three years.

PAYMENT TERMS.

Standard.

RATE-HT HIGH-TENSION POWER

AVAILABILITY.

Untransformed service from the Company's standard high-tension lines, where the customer installs, owns, and maintains, any transforming, switching and other receiving equipment required.

CURRENT CHARACTERISTICS.

Standard high-tension service.

MONTHLY RATE TABLE.

FIXED DISTRIBUTION SERVICE CHARGE: \$286.86

METERING AND BILLING CREDITS A customer receiving Advanced Meter Services from a MSP other than the Company will receive a credit on the Fixed Distribution Service Charge equal to the Total Metering Credit set forth for this Base Rate in Appendix B to the Joint Petition for Full Settlement. A customer receiving Consolidated EGS Billing will receive a credit on the Fixed Distribution Service Charge equal to the Billing and Collection Credit set forth for this Base Rate in Appendix B to the Joint Petition for Full Settlement.

VARIABLE DISTRIBUTION SERVICE CHARGE:

- \$1.57 per kW of billing demand
- 0.84¢ per kWh of the first 150 hours' use of billing demand
- 0.50¢ per kWh of the first 150 hours' use of billing demand, but not more than 7,500,000 kwh
- 0.16¢ per kWh for additional use.

COMPETITIVE TRANSITION CHARGE:

- \$4.50 per kW of billing demand
- 2.51¢ per kWh for the first 150 hours' use of billing demand
- 1.52¢ per kWh for the next 150 hours' use of billing demand, but not more than 7,500,000 kwh
- 0.55¢ per kWh for additional use.

ENERGY AND CAPACITY CHARGE: The following Energy and Capacity Charges will apply to the customer if the customer receives Default PLR Service. These charges are not applicable to the customer if it obtains Competitive Energy Supply.

- \$5.81 per kW of billing demand
- 4.48¢ per kWh for the first 150 hours' use of billing demand
- 3.21¢ per kWh for the next 150 hours' use of billing demand, but not more than 7,500,000 kwh
- 1.95¢ per kWh for additional use.

TRANSMISSION SERVICE FOR CUSTOMERS RECEIVING DEFAULT PLR SERVICE: Unless such a customer is able to obtain transmission service on its own, PECO Energy will provide transmission service, and will impose charges on such a customer for such transmission service.

TIME-OF-USE ADJUSTMENT:

Customers with measured demand of 2,000 kW or greater will be given a credit for energy use during off-peak hours and will be subject to an additional charge for energy use during on-peak hours. On-peak hours are defined as the hours between 8:00 am and 8:00 pm, Eastern Standard Time or Daylight Saving Time, whichever is in common use, daily except Saturdays, Sundays and holidays; except that the on-peak hours will end at 4:00 pm on Fridays. Off-peak hours are defined as the hours other than those specified as on-peak hours. The credits and charges are as follows:

	Summer Months (June through September)	Winter Months (October through May)
Off-peak credit.....	0.21¢ per kWh	0.21¢ per kWh
On-peak charge.....	0.57¢ per kWh	0.22¢ per kWh

HIGH VOLTAGE DISCOUNT:

- For customers supplied at 33,000 volts: 7¢ per kW of measured demand.
- For customers supplied at 69,000 volts: 29¢ per kW for first 10,000 kW of measured demand.
- For customers supplied over 69,000 volts: 29¢ per kW for first 100,000 kW of measured demand.

STATE TAX ADJUSTMENT CLAUSE, NUCLEAR DECOMMISSIONING COST ADJUSTMENT APPLY TO THIS RATE.

DETERMINATION OF BILLING DEMAND.

The billing demand will be computed to the nearest kilowatt and will never be less than the measured demand, adjusted for power factor in accordance with the Rules and Regulations, nor less than 25 kilowatts. Additionally, during the eight months of October

through May the billing demand will not exceed 40% of the maximum demand specified in the contract nor less than 80% of the highest billing demand in the preceding months of June through September.

DELIVERY POINTS.

Where the load of a customer located on single or contiguous premises becomes greater than the capacity of the standard circuit or circuits established by the Company to supply the customer, an additional separate delivery point may be established for such premises upon the written request of the customer with billing continued as if the service were being delivered and metered at a single point, provided such multi-point delivery is not disadvantageous to the Company.

MINIMUM CHARGE.

The monthly minimum charge shall be the Fixed Distribution Service Charge, plus the charge per kW component of the Variable Distribution Service Charge, the CTC, and the Energy and Capacity Charge, less the high voltage discount where applicable.

TERM OF CONTRACT.

The initial contract term shall be for at least three years.

PAYMENT TERMS.

Standard.

RATE POL PRIVATE OUTDOOR LIGHTING

AVAILABILITY.

Outdoor lighting of sidewalks, driveways, yards, lots and similar places, outside the scope of service under Rate SL-P, SL-S and SL-E.

MONTHLY RATE TABLE.

PRICE PER LIGHTING UNIT

<u>MERCURY-VAPOR LAMPS</u>	<u>CTC</u>		<u>Energy & Capacity</u>		<u>Distribution</u>	
	<u>Co.Pole</u>	<u>Cust.Pole</u>	<u>Co.Pole</u>	<u>Cust.Pole</u>	<u>Co.Pole</u>	<u>Cust.Pole</u>
100 Watts(nominally 4,000 Lumens)	\$0.01	\$0.06	\$1.47	\$1.32	\$10.26	\$ 9.18
175 Watts(nominally 8,000 Lumens)	\$0.04	\$0.08	\$1.99	\$1.85	\$13.90	\$12.87
250 Watts(nominally 12,000 Lumens)	\$0.06	\$0.10	\$2.46	\$2.33	\$17.13	\$16.21
400 Watts(nominally 20,000 Lumens)	\$0.08	\$0.13	\$3.17	\$3.00	\$22.11	\$20.90
400 Watts Floodlight (nominally 22,000 Lumens)	\$0.08	\$0.13	\$3.43	\$3.26	\$23.90	\$22.70
<u>SODIUM-VAPOR LAMPS</u>	<u>CTC</u>		<u>Energy & Capacity</u>		<u>Distribution</u>	
	<u>Co.Pole</u>	<u>Cust.Pole</u>	<u>Co.Pole</u>	<u>Cust.Pole</u>	<u>Co.Pole</u>	<u>Cust.Pole</u>
70 Watts (nominally 5,800 Lumens)	\$0.03	\$0.08	\$2.01	\$1.86	\$14.00	\$12.95
250 Watts (nominally 25,000 Lumens)	\$0.08	\$0.13	\$3.19	\$3.03	\$22.28	\$21.07
400 Watts (nominally 50,000 Lumens)	\$0.09	\$0.14	\$3.51	\$3.34	\$24.45	\$23.25
400 Watts Floodlight (nominally 50,000 Lumens)	\$0.10	\$0.15	\$3.76	\$3.60	\$26.24	\$25.04
<u>STANDARD METAL HALIDE LAMPS</u>	<u>CTC</u>		<u>Energy & Capacity</u>		<u>Distribution</u>	
	<u>Co.Pole</u>	<u>Cust.Pole</u>	<u>Co.Pole</u>	<u>Cust.Pole</u>	<u>Co.Pole</u>	<u>Cust.Pole</u>
400 Watts (nominally 36,000 Lumens)	\$0.09	\$0.14	\$3.71	\$3.55	\$25.84	\$24.67
1000 Watts (nominally 110,000 Lumens)	\$0.22	\$0.27	\$6.49	\$6.33	\$45.22	\$44.05
<u>STANDARD HIGH PRESSURE SODIUM LAMPS</u>	<u>CTC</u>		<u>Energy & Capacity</u>		<u>Distribution</u>	
	<u>Co.Pole</u>	<u>Cust.Pole</u>	<u>Co.Pole</u>	<u>Cust.Pole</u>	<u>Co.Pole</u>	<u>Cust.Pole</u>
70 Watts (nominally 5,800 Lumens)	\$0.04	\$0.09	\$2.25	\$2.09	\$15.74	\$14.57
100 Watts (nominally 9,500 Lumens)	\$0.04	\$0.09	\$2.38	\$2.22	\$16.64	\$15.47
150 Watts (nominally 16,000 Lumens)	\$0.05	\$0.10	\$2.60	\$2.44	\$18.18	\$17.01
250 Watts (nominally 25,000 Lumens)	\$0.07	\$0.12	\$3.06	\$2.90	\$21.35	\$20.16
400 Watts (nominally 50,000 Lumens)	\$0.10	\$0.15	\$3.71	\$3.55	\$25.89	\$24.71

The Energy and Capacity Charges set forth above will apply to the customer if the customer receives Default PLR Service. These charges are not applicable to the customer if it obtains Competitive Energy Supply.

TRANSMISSION SERVICE FOR CUSTOMERS RECEIVING DEFAULT PLR SERVICE: Unless such a customer is able to obtain transmission service on its own, PECO Energy will provide transmission service, and will impose charges on such a customer for such transmission service.

STATE TAX ADJUSTMENT CLAUSE, NUCLEAR DECOMMISSIONING COST ADJUSTMENT APPLY TO THIS RATE.

GENERAL PROVISIONS.

1. Standard Lighting Unit. A Standard Lighting Unit shall be a Cobra Head or Floodlight comprised of a bracket, the lead wires and a luminaire, including lamp, reactor and control.

2. Standard Installations. In connection with the standard service provided herein, the Company will install, own and maintain all facilities within highway limits, and all standard service-supply lines and all Lighting Units. The customer will install, own and maintain all poles on the customer's property and all service extensions on the customer's property from the Company's standard service-supply lines.

Investment by the Company under standard conditions of supply will be limited to that warranted by three times the prospective revenue recovered through the Company's tariffed Variable Distribution Service Charge. Any additional investment will be assumed by the customer.

Standard supply to lighting installations will be from aerial wires, except that, at the option of the Company, in areas where its other distribution facilities are underground, supply may be underground.

For underground supply furnished at the request of the customer where aerial supply would be normal, the Company will assume the cost up to the amount it would normally have invested and the additional cost shall be assumed by the customer.

3. Non-Standard installations. The Company may offer non-standard lighting units and installations in addition to those listed above in the Monthly Rate Table. For customers requesting such service, there will be an additional charge, as specified in the customer's contract based on the incremental cost over that listed in the Monthly Rate Table.

4. Location and Authorization. Lighting Units shall be installed at locations and upon structures approved by the Company and in positions permitting servicing from a ladder truck. Customer construction shall meet the Company's standards which are based upon the National Electrical Code.

The customer shall obtain and submit any permits or other authority requisite to the installation and operation of the Lighting Units served hereunder.

5. Service. Each lamp shall be individually controlled by a photoelectric cell which shall operate to energize the lamp during periods of darkness and to de-energize it during other periods. The service shall include the supply of lamps and their renewal when burned out. Renewal of lamps will be made only during regular daytime working hours after notification by the customer of the necessity therefor.

6. Outage Allowances. Written notice to the Company prior to 4:00 pm of the failure of any light to burn on the previous night shall entitle the customer to a pro rata reduction in the charges under this rate for the hours of failure if such failure continues for a period in excess of 24 hours after the notice is received. Allowances will not be made for outages resulting from riot, fire, storm, flood, interference by civil or military authorities, or any other cause beyond the Company's control.

7. Equipment Removal. If the customer requests that the Company remove or replace any existing street lighting installation, except incandescent lights, the Company will charge for removal or replacement of the street lighting installations and the associated poles and conductors used exclusively for the street lighting installation. The Company's charge will include the cost of removal or replacement plus the estimated remaining book value of the removed or replaced equipment less salvage.

8. Location, Authorization and Protection. The location of lamps to be supplied is to be approved by the properly designated authorized representative of the customer and the customer shall furnish any requisite authority for the erection and maintenance of poles, wires, luminaries and other equipment necessary to operate the lamps at the approved locations. The customer shall protect the Company from damage to the lighting system to the extent of their ability. At the expense of the customer, the Company will relocate a lamp to a new location after receiving a written request from the customer.

TERM OF CONTRACT.

The initial contract term for each Lighting Unit shall be for at least three years.

PAYMENT TERMS.

Standard

RATE SL-P STREET LIGHTING IN CITY OF PHILADELPHIA

AVAILABILITY.

For the safety and convenience of the public, only to a governmental agency, municipal, state or federal, for outdoor lighting of streets, highways, bridges, parks or similar places located within the City of Philadelphia, including directional highway signs at locations where other outdoor lighting service is provided hereunder; and by incandescent filament, mercury-vapor, fluorescent or sodium-vapor lamps of standard sizes and types approved by the Company, only if the customer installs, owns and maintains all Utilization Facilities as hereinafter defined. Service will be provided under this rate for street Lighting Units supported in a conventional manner such as on poles, posts, brackets or hangers, and under conditions of installation and supply acceptable to the Company.

CHARACTERISTICS OF SUPPLY.

Service under this rate will be from series 6.6 ampere circuits or from standard single-phase secondary circuits, as specified by the Company, except that, where conditions require, or where existing standard secondary circuits are not available, the Company at its option may supply service from nonstandard secondary circuits, providing nominally 240 volts.

MONTHLY RATE TABLE.

FIXED DISTRIBUTION SERVICE CHARGE:

For Lighting Units in service as of the fifteenth day of the month.

- \$ 8.25 per Lighting Unit supplied from standard secondary (aerial or underground) circuits where the customer owns the individual control for such Lighting Unit.
- \$ 9.24 per Lighting Unit supplied from aerial (series or secondary) circuits where the Company provides group controls.
- \$12.89 per Lighting Unit supplied from underground (series or secondary) circuits where the Company provides group controls.

VARIABLE DISTRIBUTION SERVICE CHARGE:

- 0.14¢ per watt.
- 0.75¢ per kWh of energy billed.

COMPETITIVE TRANSITION CHARGE:

- 0.08¢ per watt.
- 0.51¢ per kWh of energy billed.

ENERGY AND CAPACITY CHARGE: The following Energy and Capacity Charges will apply to the customer if the customer receives Default PLR Service. These charges are not applicable to the customer if it obtains Competitive Energy Supply:

- 0.12¢ per watt.
- 2.43¢ per kWh.

TRANSMISSION SERVICE FOR CUSTOMERS RECEIVING DEFAULT PLR SERVICE: Unless such a customer is able to obtain transmission service on its own, PECO Energy will provide transmission service, and will impose charges on such a customer for such transmission service.

MINIMUM CHARGE: The minimum charge per month will be the Fixed Distribution Service Charge.

STATE TAX ADJUSTMENT CLAUSE, NUCLEAR DECOMMISSIONING COST ADJUSTMENT APPLY TO THIS RATE.

LIGHTING UNIT.

A Lighting Unit shall comprise each lighting installation which is separately connected to a delivery point on the Company's series or secondary circuit.

DETERMINATION OF BILLING DEMAND.

The wattage, expressed to the nearest tenth of a watt, of a Lighting Unit shall be composed of manufacturer's rating of its lamps, ballasts, transformers, individual controls and other load components required for its operation. The aggregate of wattages of all Lighting Units in service as of the fifteenth day of a month shall constitute the billing demand for the month.

DETERMINATION OF ENERGY BILLS

The energy use for a month of a Lighting Unit shall be computed to the nearest kilowatt-hour as the product of one-thousandth of its wattage and the effective hours of use of such wattage during the calendar month under the established operation schedules approved by the authorized representatives of the customer and the Company. The aggregate of the kilowatt-hours thus computed for all Lighting Units in service as of the fifteenth day of a month shall constitute the energy billed for the month.

TERMS AND CONDITIONS.

1. Ownership and Type of Control Facilities.

a. Lighting Units Supplied from Standard Secondary Circuits: customer shall provide, own and maintain for each of such Lighting Units, the individual control of a type approved by the Company except that, at the option of the customer, the Company will continue to provide group control facilities presently in service.

b. Lighting Units Supplied from Series and from Nonstandard Secondary Circuits: Company will provide, own and maintain group control facilities.

2. Ownership of Utilization Facilities.

a. Lighting Units Supplied from Aerial Circuits: customer shall provide, own and maintain the Utilization Facilities comprising the brackets, hangers, luminaries, lamps, ballasts, transformers, individual controls (where used) and other components required for the operation of such Lighting Units, conductors, molding and supporting insulators between the lamp receptacles and line wires of the Company's distribution facilities.

Company shall provide the supporting pole or post for such aerially supplied Lighting Unit and will issue authorization to permit the customer to install thereon the said Utilization Facilities.

b. Lighting Units Supplied from Underground Circuits: customer shall provide, own and maintain the Utilization Facilities comprising the supporting pole or post, foundation with 90-degree pipe bend, brackets or hangers, luminaries, lamps, ballasts, transformers, individual controls (where used) and other components required for the operation of such Lighting Units, conductors and conduits from the lamp receptacles to sidewalk level, or in special cases, such as Federally and State financed limited access highways, to a delivery point designated by the Company on its secondary voltage circuit, and shall assume all costs of installing such Utilization Facilities.

Where vertical extensions are required on foreign-owned posts for the support of such underground supplied Lighting Units, the extension shall be provided and owned by the customer. Rentals incurred on such foreign-owned posts shall be the responsibility of the customer.

Except as provided in 5 hereof, the Company shall own conduit from the distribution circuit to the 90-degree pipe bend, shall own conductors from its distribution system to the designated delivery point or the sidewalk level as specified in 2b, and shall provide sufficient length of conductors for splicing at the designated delivery point or in the post base where sidewalk level access is provided. Where a splicing chamber is provided in the post base, the customer shall provide space for any relays or similar devices required for the operation on the street lighting circuit.

3. Standards of Construction for Utilization Facilities. Customer construction shall meet the Company's standards which are based upon the National Electrical Safety Code. Designs of proposed construction deviating from such standards shall be submitted to the Company for approval before proceeding with any work.

4. Power Factor. The Utilization Facilities provided by the customer shall be of such a nature as to maintain the power factor of each Lighting Unit at not less than 85%.

5. Supply Facilities. Lighting service shall be provided from distribution facilities and equipment, including group control facilities where required, installed at the cost and expense of the Company and owned and controlled by it, except that in locations (such as bridges, overpasses, underpasses and limited access highways) where Company ownership of conduit, manholes or vaults may not be practical for reasons beyond its control, the customer shall make available at no expense to the Company, space for the Company's distribution facilities required in rendering service under this rate.

6. Connection of Lighting Units. For new Lighting Units, relocated Lighting Units and for any modernization or maintenance work involving connections to the Company's distribution circuits. In accordance with the provisions of 2, the customer shall provide sufficient length of conductors to permit the Company to make taps at the top of the pole for aerial circuits, or for splices to underground circuits at the designated delivery point on the Company's secondary voltage circuit, or at the splicing chamber in the post base (where provided), or at the nearest available manhole, handhole or splice box (where such splicing chamber is not provided). In the latter case, the customer will bill the Company for the cost of the conductors from the sidewalk level to the manhole, handhole or splice box. All work done by the customer that may involve Company street lighting, control, and other distribution circuits shall be performed under Company permit and blocking procedures.

7. Location and Type of Installation. The prices of the rate apply to street lighting service under conditions named herein at locations designated by the properly authorized representatives of the customer.

8. Service. Lighting service will be operated on all-night, every-night lighting schedules, to be approved by the authorized representatives of the customer and the Company, under which lights normally are turned on after sunset and off before sunrise. Extended lighting service during all daylight hours will be provided for lamps specified by the customer.

9. Change in Size of Type of Lighting Units. Written notice of any planned change in size or type of any components of Lighting Units by locations shall be furnished by the customer to the Company or less than 10 days prior to the effective date of such change. The customer shall be responsible for notification to the Company of any changes made in manufacturer's wattage ratings of Lighting Units used.

10. Service Maintenance. Upon receipt of report of Lighting Unit or Units not burning, the Company will determine the cause of failure and will restore service on street lighting or distribution circuit and control equipment, disconnecting if necessary any faulty Lighting Units from the circuit. Customer will make necessary repairs between the lamp receptacle of the faulty Lighting Unit or Units and the point of connection to the Company's street lighting or distribution circuit. In the event the fault is located in the Company owned facilities, the customer will bill the Company for this portion of the replace facilities.

11. Authorization and Protection. The customer shall, to the extent of ability, furnish any requisite authority for the erection and maintenance of poles wires, fixtures and other equipment necessary to operate the lights at the locations and under the conditions designated, and shall protect the Company from malicious damage to the light system.

12. Additional Lighting. Lighting service for additional lamps installed by the customer will be provided by the Company upon written notice from the customer specifying the locations of the installations unless the proposed additional lighting makes the investment or cost of providing distribution equipment excessive. In which case a portion of the investment or cost shall be borne by the customer subject to agreement between the customer and the Company.

13. Relocation of Lighting Units. Where a pole is replaced by the Company at its own option, it shall be the customer's responsibility to have the Utilization Facilities transferred from the old to the new pole.

14. Outage Allowance. The Company will use reasonable diligence to provide a continuous, regular and uninterrupted supply of service and the customer will use reasonable diligence to protect the lighting system. In lieu of determination of the actual hours of Lighting Unit outages resulting from a failure of any light to burn for any reason, a deduction of 0.20% of the sum of the Company's monthly Fixed and Variable Distribution Service Charges, CTCs and Energy and Capacity Charges (unless the Customer is receiving Default PLR Service) will be made on the monthly bill. The Company shall not be liable for service interruptions as a result of the customer's failure to protect the lighting system, or as a result of riot, fire, storm, flood, interference by civil or military authorities or any other cause beyond its control.

TERM OF CONTRACT.

The initial contract term for each lighting unit shall be for at least one year.

PAYMENT TERMS.

Bills will be rendered monthly.

RATE SL-S STREET LIGHTING-SUBURBAN COUNTIES

AVAILABILITY.

Outdoor lighting of streets, highways, bridges, parks and similar places located in Suburban Counties.

ANNUAL RATE TABLE - MANUFACTURER'S RATING OF LAMP SIZES.

Incandescent Filament Lamps:

<u>Size of Lamp</u>	<u>Billing Watts</u>	<u>Distribution</u>	<u>CTC</u>	<u>Energy & Capacity</u>
320 Lumens	32	\$ 68.13	\$6.93	\$16.49
600 Lumens	58	\$ 94.94	\$9.66	\$22.97
1,000 Lumens	103	\$133.16	\$13.56	\$32.22
2,500 Lumens	202	\$183.25	\$18.64	\$44.34
6,000 Lumens	448	\$209.07	\$21.27	\$50.59
10,000 Lumens	690	\$260.47	\$25.46	\$60.57

Mercury Vapor Lamps

<u>Size of Lamp</u>	<u>Billing Watts</u>	<u>Distribution</u>	<u>CTC</u>	<u>Energy & Capacity</u>
4,000 Lumens	115	\$156.70	\$15.95	\$37.92
8,000 Lumens	191	\$165.50	\$16.83	\$40.05
12,000 Lumens	275	\$176.46	\$17.96	\$42.70
20,000 Lumens	429	\$207.29	\$21.09	\$50.16
42,000 Lumens	768	\$295.28	\$30.05	\$71.45
59,000 Lumens	1,090	\$332.84	\$33.87	\$80.54

Sodium-Vapor Lamps

<u>Size of Lamp</u>	<u>Billing Watts</u>	<u>Distribution</u>	<u>CTC</u>	<u>Energy & Capacity</u>
5,800 Lumens	94	\$155.53	\$15.82	\$37.64
9,500 Lumens	131	\$169.10	\$17.20	\$40.92
16,000 Lumens	192	\$189.93	\$19.32	\$45.96
25,000 Lumens	294	\$215.78	\$21.96	\$52.21
50,000 Lumens	450	\$267.54	\$26.16	\$62.21

STATE TAX ADJUSTMENT CLAUSE, NUCLEAR DECOMMISSIONING COST ADJUSTMENT APPLY TO THIS RATE.

The Energy and Capacity Charges set forth above will apply to the customer if the customer receives Default PLR Service. These charges are not applicable to the customer if it obtains Competitive Energy Supply.

TRANSMISSION SERVICE FOR CUSTOMERS RECEIVING DEFAULT PLR SERVICE: Unless such a customer is able to obtain transmission service on its own, PECO Energy will provide transmission service, and will impose charges on such a customer for such transmission service.

GENERAL PROVISIONS.

- Service. The lighting service will be operated on an all-night, every-night lighting schedule of approximately 4,100 hours annual burning time (average monthly burning hours = 341.11 hours), under which lights are turned on after sunset and off before sunrise. It includes the supply of lamps and their removal when burned out or broken.
- Outage Allowances. Written notice to the Company prior to 4:00 pm of the failure of any light to burn on the previous night shall entitle the customer to a pro rata reduction to the Company's monthly Fixed and Variable Distribution Service Charges, CTCs and Energy and Capacity Charges (unless the Customer is receiving Default PLR Service) will be made on the monthly bill for the hours of failure if such failure continues for a period in excess of 12 hours after the notice is received. Allowances will not be made for outages resulting from the customer's failure to protect the lighting system or from riot, fire, storm, flood, interference by civil or military authorities, or any other cause beyond the Company's control.
- Lighting Installations. The prices in the Rate Table apply to all Company-approved installations for (a) federal, state, county and municipal authorities and community associations entering into a contract for lighting service; and (b) building operation developers for lighting, during the development period, of streets that are to be dedicated, where the municipality has approved the lighting and agreed to subsequently assume the charges for it under a standard contract.

Standard lighting installations under standard conditions of supply will be made on the public highways at the expense of the Company to the extent warranted by the revenue in prospect, any additional investment to be assumed by the customer.

Standard supply to lighting installations will be from aerial wires, except that, at the option of the Company, in areas where its other electric distribution facilities are underground, supply may be underground.

For underground supply furnished at the request of the Company where aerial supply would be normal, or for other than standard installations made at the request of the customer and of a type approved by the Company, the Company will assume the cost up to the amount it would normally have invested and the additional cost shall be assumed by the customer.

The installation cost of lighting on private property, or for contracts of less than standard term, shall be paid by the customer.

Title to all lighting installations of a type approved by the Company shall be vested in the Company and all necessary maintenance, repair and replacement of equipment in such installations will be made by the Company. Maintenance, repair and replacement of nonstandard equipment shall be at the expense of the customer.

4. Excess Costs. In cases where the remote location of the proposed new or additional lighting, or the number or spacing of the lamps, or the lack of necessary supply lines or any other reason makes the cost of installation excessive, such excess costs shall be assumed by the customer as mutually agreed.

5. Location, Authorization and Protection. The location of lamps to be supplied is to be approved by the properly designated authorized representative of the customer and the customer shall furnish any requisite authority for the erection and maintenance of poles, wires, luminaries and other equipment necessary to operate the lamps at the approved locations. The customer shall protect the Company from damage to the lighting system to the extent of one's ability. At the expense of the customer, the Company will relocate a lamp to a new location after receiving a written request from the customer.

6. Equipment Removal. If the customer requests that the Company remove or replace any existing street lighting installation, except incandescent lights, the Company will charge for removal or replacement of the street lighting installations and the associated poles and conducts used exclusively for the street lighting installation. The Company's charge will include the cost of removal or replacement plus the estimated remaining life value of the removed or replaced equipment less salvage.

PAYMENT TERMS.

Bills will be rendered monthly. Each month, for the purpose of prorating the price, shall be considered 1/12 of a year.

TERM OF CONTRACT.

The initial contract term for each lighting installation shall be for at least three years.

AVAILABILITY.

To any governmental agency for outdoor lighting provided for the safety and convenience of the public of streets, highways, bridges, parks or similar places located outside of the City of Philadelphia, including directional highway signs at locations where other outdoor lighting service is established hereunder only if all of the utilization facilities, as defined in Terms and Conditions in this Base Rate, are installed, owned and maintained by a governmental agency.

This rate is also available to community associations of residential property owners both inside and outside the City of Philadelphia for the lighting of streets that are not dedicated. This rate is not available to commercial or industrial customers. All facilities and their installations shall be approved by the Company.

A qualified agency or association may receive service under this tariff effective with their first scheduled billing cycle beginning after September 6, 1999.

MONTHLY RATE TABLE.

SERVICE LOCATION DISTRIBUTION CHARGE: \$6.68 per Service Location (as defined below)

ENERGY AND CAPACITY CHARGE: The following Energy and Capacity Charges will apply to the customer if the customer receives Default PLR Service. These charges are not applicable to the customer if it obtains Competitive Energy Supply.

0.295¢ per Watt
3.248¢ per kWh

TRANSMISSION SERVICE FOR CUSTOMERS RECEIVING DEFAULT PLR SERVICE: Unless such a customer is able to obtain transmission service on its own, PECO Energy will provide transmission service, and will impose charges on such a customer for such transmission service.

COMPETITIVE TRANSITION CHARGE: 0.056¢ per Watt
0.357¢ per kWh

STATE TAX ADJUSTMENT CLAUSE, NUCLEAR DECOMMISSIONING COST ADJUSTMENT APPLY TO THIS RATE.

SERVICE LOCATION.

A Service Location shall comprise each lighting installation and must be separately connected to a delivery point on the Company's secondary circuit.

DETERMINATION OF BILLING DEMAND.

The wattage, expressed to the nearest tenth of a watt, of a Service Location shall be composed of manufacturer's rating of its lamps, ballasts, transformers, individual controls and other load components required for its operation. The aggregate of wattages of all Service Locations in service shall constitute the billing demand for the month.

DETERMINATION OF ENERGY BILLED.

The energy use for a month of a Service Location shall be computed to the nearest kilowatt-hour as the product of one-thousandth of its wattage and the effective hours of use of such wattage during the calendar month under the established operation schedules as set forth under Terms and Conditions, Paragraph 6 Service. The aggregate of the kilowatt-hours thus computed for all Active Service Locations shall constitute the energy billed for the month.

TERMS AND CONDITIONS.

1. **Ownership of Utilization Facilities.**

a. **Service Locations Supplied from Aerial Circuits:** customer shall provide, own and maintain the Utilization Facilities comprising the brackets, hangers, luminaries, lamps, ballasts, transformers, individual controls, conductors, molding and supporting insulators between the lamp receptacles and line wires of the Company's distribution facilities and any other components as required for the operation of each Service Location.

The Company shall provide the supporting pole or post for such aerially supplied Service Location and will issue authorization to permit the customer to install thereon the said Utilization Facilities.

b. **Service Locations Supplied from Underground Circuits:** customer shall provide, own and maintain the Utilization Facilities comprising the supporting pole or post, foundation with 90-degree pipe bend, brackets or hangers, luminaries, lamps, ballasts, transformers, individual controls, conductors and conduits from the lamp receptacles to sidewalk level, or in special cases, such as Federally and State financed limited access highways, to a delivery point designated by the Company on its secondary voltage circuit, and shall assume all costs of installing such utilization facilities.

Except as provided in Paragraph 4 Supply Facilities, the Company shall own conduit from the distribution circuit to the 90-degree pipe bend, shall own conductors from its distribution system to the designated delivery point and shall provide sufficient length of conductors for splicing at the designated delivery point or in the post base where sidewalk level access is provided.

2. **Standards of Construction for Utilization Facilities.** Customer construction shall meet the Company's standards which are based upon the National Electrical Safety Code. Designs of proposed construction deviating from such standards shall be submitted to the Company for approval before proceeding with any work.

3. Power Factor. The Utilization Facilities provided by the customer shall be of such a nature as to maintain the power factor of each Lighting Unit at not less than 85%.

4. Supply Facilities. Lighting service shall be supplied from distribution facilities and equipment installed, owned and maintained by the Company. A customer contribution for new, additional or relocated lighting service may be required as described in Paragraph 10.

Where Company ownership of conduit, manholes or vaults may not be practical for reasons beyond its control (such as bridges, overpasses, underpasses and limited access highways), the customer shall make available at no expense to the Company, space for the Company's distribution facilities required in rendering service under this rate.

5. Connection of Service Location. For new, additional or relocated Service Locations and for any modernization or maintenance work involving connections to the Company's distribution circuits, the customer will provide sufficient length of conductors to permit the Company to make taps at the top of the pole for aerial circuits, or for splices to underground circuits at the designated delivery point on the Company's secondary voltage circuit. All work done by the customer that may involve Company street lighting, control, and other distribution circuits shall be performed under Company permit and blocking procedures.

6. Service. Lighting service will be operated on all-night, every-night lighting schedules, under which lights normally are turned on after sunset and off before sunrise with approximately 4,100 annual operating hours. Extended lighting service during all daylight hours will be supplied for lamps specified by the customer.

7. Change in Size and Type of Service Locations. Written notice of any planned change in size or type of any components of Service Locations shall be furnished by the customer to the Company not less than 10 days prior to the effective date of such change. The customer shall be responsible for notification to the Company of any changes made in manufacturer's wattage ratings at any Service Location.

8. Service Maintenance. Upon receipt of report of a Service Location not receiving power, the Company will determine the cause of power failure and will restore service to the distribution circuit and control equipment, disconnecting, if necessary, any faulty Service Location from the circuit. Customer will make necessary repairs between the lamp receptacle of the faulty utilization facilities and the point of connection to the Company's distribution circuit. In the event the fault is located in the Company owned facilities, the customer will bill the Company for this portion of the replaced facilities.

9. Authorization and Protection. The customer shall, to the extent of one's ability, furnish any requisite authority for the erection and maintenance of poles, wires, fixtures and other equipment necessary to operate the lights at the locations and under the conditions designated, and shall protect the Company from malicious damage to the lighting system.

10. New, Additional or Relocated Lighting. The total costs to provide lighting service for new, additional or relocated lamps installed by the customer shall be subject to a revenue test. If the costs exceed the estimated revenue recovered through the Company's tariffed Variable Distribution Service Charges for four years, a customer contribution for all excess costs will be required.

11. Relocation of Service Locations. Where a pole is replaced by the Company at its own option, it shall be the customer's responsibility to have the Utilization Facilities transferred from the old to the new pole.

TERM OF CONTRACT.

The initial contract term for each Service Location shall be for at least one year.

PAYMENT TERMS.

Bills will be rendered monthly.

RATE TL TRAFFIC LIGHTING SERVICE

AVAILABILITY.

To any municipality using the Company's standard service for electric traffic signal lights installed, owned and maintained by the municipality.

CURRENT CHARACTERISTICS.

Standard single-phase secondary service.

RATE TABLE.

VARIABLE DISTRIBUTION SERVICE CHARGE: 2.01¢ per kWh

COMPETITIVE TRANSITION CHARGE: 3.18¢ per kWh

ENERGY AND CAPACITY CHARGE: The following Energy and Capacity Charges will apply to the customer if the customer receives Default PLR Service. These charges are not applicable to the customer if it obtains Competitive Energy Supply.

5.54¢ per kWh

TRANSMISSION SERVICE FOR CUSTOMERS RECEIVING DEFAULT PLR SERVICE: Unless such a customer is able to obtain transmission service on its own, PECO Energy will provide transmission service, and will impose charges on such a customer for such transmission service.

STATE TAX ADJUSTMENT CLAUSE, NUCLEAR DECOMMISSIONING COST ADJUSTMENT APPLY TO THIS RATE.

SPECIAL RULES AND REGULATIONS.

The use of energy will be estimated by the Company on the basis of the size of lamps and controlling apparatus and the burning-hours. The customer shall immediately notify the Company whenever any change is made in the equipment or the burning-hours, so that the Company may forthwith revise its estimate of the energy used.

The Company shall not be liable for damage to person or property arising, accruing or resulting from the attachment of the signal equipment to its poles, wires, or fixtures.

MINIMUM CHARGE.

\$3.56 per month per signal light.

TERM OF CONTRACT.

The initial contract term for each signal light installation shall be for at least one year.

PAYMENT TERMS.

Standard.

RATE EP ELECTRIC PROPULSION

AVAILABILITY.

This rate is available only to the National Rail Passenger Corporation (AMTRAK) and to the Southeastern Pennsylvania Transportation Authority (SEPTA) for untransformed service from the Company's standard high-tension lines, where the customer installs, owns, and maintains any transforming, switching and other receiving equipment required and where the service is provided for the operation of electrified transit and railroad systems and appurtenances.

CURRENT CHARACTERISTICS.

Standard sixty hertz (60 Hz) high-tension service.

MONTHLY RATE TABLE.

FIXED DISTRIBUTION SERVICE CHARGE: \$1,243.85 per delivery point

METERING AND BILLING CREDITS A customer receiving Advanced Meter Services from a MSP other than the Company will receive a credit on the Fixed Distribution Service Charge equal to the Total Metering Credit set forth for this Base Rate in Appendix B to the Joint Petition for Full Settlement. A customer receiving Consolidated EGS Billing will receive a credit on the Fixed Distribution Service Charge equal to the Billing and Collection Credit set forth for this Base Rate in Appendix B to the Joint Petition for Full Settlement.

VARIABLE DISTRIBUTION SERVICE CHARGE:

\$2.84 per kW of billing demand
0.21¢ per kWh

COMPETITIVE TRANSITION CHARGE:

\$5.32 per kW of billing demand
0.49¢ per kWh

ENERGY AND CAPACITY CHARGE: The following Energy and Capacity Charges will apply to the customer if the customer receives Default PLR Service. These charges are not applicable to the customer if it obtains Competitive Energy Supply.

\$7.13 per kW of billing demand
1.94¢ per kWh

TRANSMISSION SERVICE FOR CUSTOMERS RECEIVING DEFAULT PLR SERVICE: Unless such a customer is able to obtain transmission service on its own, PECO Energy will provide transmission service, and will impose charges on such a customer for such transmission service.

TIME-OF-USE ADJUSTMENT:

There will be a credit for energy use during off-peak hours and an additional charge for energy use during on-peak hours. On-peak hours are defined as the hours between 8:00 am and 8:00 pm, Eastern Standard Time or Daylight Saving Time, whichever is in common use, daily except Saturdays, Sundays and holidays; except that the on-peak hours will end at 4:00 pm on Fridays. Off-peak hours are defined as the hours other than those specified as on-peak hours. The credits and charges are as follows:

	Summer Months (June through September)	Winter Months (October through May)
Off-peak credit	0.21¢ per kWh	0.21¢ per kWh
On-peak charge	0.57¢ per kWh	0.22¢ per kWh

HIGH VOLTAGE DISCOUNT:

For delivery points supplied at 33,000 volts: 7¢ per kW
For delivery points supplied at 69,000 volts: 30¢ per kW for first 10,000 kW of measured demand.
For delivery points supplied over 69,000 volts: 30¢ per kW for first 100,000 kW of measured demand.

STATE TAX ADJUSTMENT CLAUSE, NUCLEAR DECOMMISSIONING COST ADJUSTMENT APPLY TO THIS RATE.

DETERMINATION OF BILLING DEMAND.

The billing demand will be computed to the nearest kilowatt and will never be less than the measured demand, adjusted for power factor in accordance with the Rules and Regulations, nor less than 5,000 kilowatts. Additionally, during the eight months of October through May the billing demand will not be less than 40% of the maximum demand specified in the contract nor less than 80% of the highest billing demand in the preceding months of June through September.

CONJUNCTIVE BILLING OF MULTIPLE DELIVERY POINTS.

If the load of a customer located at a delivery point becomes greater than the capacity of the circuits established by the Company to supply the customer at that delivery point, upon the written request of the customer, the Company will establish a new delivery point and bill the customer as if it were delivering and metering the two services at a single point, as long as installation of the new service is, in the Company's opinion, less costly for the Company than upgrading the service to the first delivery point.

RATE AL - ALLEY LIGHTING IN CITY OF PHILADELPHIA

APPLICABILITY. To multiple, unmetered lighting service supplied the City of Philadelphia to operate incandescent lamps and appurtenances installed, owned and maintained by the City, which assumes the cost involved in making the connections to the Company's facilities.

LIGHTING DISTRIBUTION SERVICE DEFINED. All-night outdoor lighting of alleys and courts by incandescent lights installed on poles or supports supplied by the City.

NOTICE TO COMPANY. The City shall give advance notice to the Company of all proposed new installations or of the replacement or reconstruction of existing installations. The City shall advise the Company as to each new installation or change in the equipment or connected load of an existing installation, including any change in burning hours and the date on which such new or changed operation took effect.

MONTHLY RATE TABLE.

VARIABLE DISTRIBUTION SERVICE CHARGE: 10.61¢ per kWh

COMPETITIVE TRANSITION CHARGE: 0.05¢ per kWh

ENERGY AND CAPACITY CHARGE: The following Energy and Capacity Charges will apply to the customer if the customer receives Default PLR Service. These charges are not applicable to the customer if it obtains Competitive Energy Supply.

1.47¢ per kWh

TRANSMISSION SERVICE FOR CUSTOMERS RECEIVING DEFAULT PLR SERVICE: Unless such a customer is able to obtain transmission service on its own, PECO Energy will provide transmission service, and will impose charges on such a customer for such transmission service.

STATE TAX ADJUSTMENT CLAUSE, NUCLEAR DECOMMISSIONING COST ADJUSTMENT CLAUSE APPLY TO THIS RATE

PLAN OF MONTHLY BILLING. Bills may be rendered in equal monthly installments, computed from the calculated annual use of energy, adjusted each month to give effect to any new or changed rate of annual use, by reason of changes in the City's installation, with charge or credit for fractional parts of the month during which a change occurred.

LIABILITY PROVISION. The Company shall not be liable for damage, or for claims for damage, to persons or property, arising, accruing or resulting from, installation, location or use of lamps, wires, fixtures and appurtenances; or resulting from failure of any light, or lights, to burn for any cause whatsoever.

TERM OF CONTRACT. The initial contract term for each lighting unit shall be for at least one year.

AUXILIARY SERVICE RIDER

APPLICABILITY. To customers, including but not limited to, Qualifying Facilities or Small Power Producers and cogenerators as defined in the Public Utility Regulatory Policies Act, whose electrical requirements are partially or wholly provided by facilities not owned by the Company and when such facilities operate in parallel with the Company, will be supplied under the provisions of this rider and the customer's other applicable Base Rate and riders.

EXTENT OF SUPPLY. The maximum firm supply available from the Company will be defined by contract except for customers served on Rates R, R-H and GS-without demand measurement.

PARALLEL OPERATION. The customer shall not commence initial operation of any other source of supply in parallel with the Company's distribution or transmission lines until written permission is given by the Company for such parallel operation. Written permission is not necessary for reestablishing parallel operation, but the customer shall notify the Company when resuming any parallel operation after an outage. The Company shall have the right to inspect the customer's installation in accordance with Tariff Rule 9.3.

TYPE OF SUPPLY. The following types of power supply are available:

Supplementary Power supply is available to add to alternative generating capacity whether or not owned by the customer. All power provided pursuant to this Rider shall be Supplementary Power unless it is provided within the definition of Back-up Power or Maintenance Power.

Back-Up Power supply is available to replace customer's alternative generating capacity ("AGC") whether or not owned by the customer during a forced outage of all or part of such generating capacity. Back-Up Power (firm and interruptible) shall be limited to 15% of the hours in any twelve-month period after which any additional power utilized shall be billed at Supplementary Power. The customer must orally notify the Company immediately when Back-Up Power is used, and within one business day after the forced outage giving rise to the need for Back-Up Power, shall furnish the Company with a letter verifying the outage, specifying the time at which the outage commenced, the reason for the outage, and providing the best estimate possible of its duration. Oral and written notice shall also be provided to the Company within one business day following the conclusion of the forced outage. The Company may require verification of the cause of such forced outage. The foregoing 15% limitation on the number of hours in which Back-Up Power may be received shall not apply during the following periods, nor shall such periods be taken into account in determining whether Back-Up Power use in any subsequent period has exceeded such limitation: (a) in the case of an AGC facility with rated capacity of 1 MW or less, the three-month period commencing on the date such facility is first operated in parallel with the Company's service; and (b) in the case of an AGC facility with rated capacity in excess of 1 MW; the six-month period commencing on the date such facility is first operated in parallel with the Company's service.

Maintenance Power is available to replace AGC during periods of scheduled maintenance. Maintenance Power will be supplied on a scheduled basis in one of the following manners:

- (a) Upon mutual agreement, at any time.
- (b) Upon at least 60 days written notice and not more than 180 days written notice by the customer, the Company will advise the customer, within 30 days of the receipt of the request, of the availability of the requested Maintenance Power, for power required for a period of more than 48 hours duration. If the power is unavailable during the requested period, the Company will provide Maintenance Power within 30 days prior or subsequent to the beginning of the requested period and will so inform the customer.
- (c) Upon 360 days written notice by the customer, the Company will provide Maintenance Power during the requested period, unless the cumulative total of all such power requested during such time period will exceed 5% of the Company's operable generating capacity, in which case the provisions of (b) above will apply.
- (d) For Maintenance Power required for a period of 48 hours or less duration, at a demand of 50 MW or less, the Company will supply such power on a least 30 days written notice.
- (e) The Company in its sole discretion may refuse to schedule firm Maintenance Power during the months of June through September except that Maintenance Power as defined in (d) above will be made available during June through September as long as it can be scheduled during Off-Peak Hours.

Maintenance Power will be limited to no more than 120 days in any twelve-month period, and no more than 60 consecutive days, after which any additional power utilized shall be billed as Supplementary Power. The foregoing limitations on the number of days in which Maintenance Power may be received shall not apply during the following periods, nor shall such periods be taken into account in determining whether Maintenance Power use in any subsequent period has exceeded such limitations: (a) in the case of an AGC facility with rated capacity of 1 MW or less, the three-month period commencing on the date such facility is first operated in parallel with the Company's service; and (b) in the case of an AGC facility with rated capacity in excess of 1 MW, the six-month period commencing on the date such facility is first operated in parallel with the Company's service. The supply of Maintenance Power will be terminated when generating capacity from which the customer

is supplied is returned to operation as indicated by the recorded demands on the Company's metering equipment, or upon notification to the Company by the customer, or upon the expiration of the maximum maintenance period, whichever occurs first.

INTERRUPTIBLE POWER FOR BACK-UP OR MAINTENANCE. Customers with a minimum of 1,000 KW of interruptible Back-Up or Maintenance Power and who purchase their interruptible back-up or maintenance energy from PECO Energy may contract for interruptible supply. When a customer contracts for interruptible supply, such supply shall be interrupted when, in the sole judgment of the Company, any production, transmission or distribution capacity limitations exist. The customer shall interrupt such load after a minimum of sixty minutes prior notice by the Company. When a customer is notified by the Company to interrupt service and the customer fails to interrupt, a penalty of \$24 per kilowatt shall be applicable to each kilowatt of demand that has not been interrupted.

RATE AND BILLING.

All monthly bills for service on this rider shall include one application of the Fixed Distribution Service Charge of the applicable rate. All other capacity and energy charges of the applicable rate shall be modified as set forth below.

SUPPLEMENTARY POWER. Billing shall be under the provisions of the applicable rate and riders.

FIRM BACK-UP POWER. Charges are per kilowatt of demand specified in the contract for back-up supply. This charge shall include energy use equal in cost to the total monthly demand charge.

For all customers:

Variable Distribution Service Charge:	\$0.31 per kW
Competitive Transition Charge:	\$0.85 per kW
Energy and Capacity Charge:	\$1.67 per kW

For service billed at:

High Tension Voltage:

Variable Distribution Service Charge:	0.82¢ per kWh
Competitive Transition Charge:	2.21¢ per kWh
Energy and Capacity Charge:	4.36¢ per kWh

Primary Voltage:

Variable Distribution Service Charge:	1.77¢ per kWh
Competitive Transition Charge:	2.62¢ per kWh
Energy and Capacity Charge:	4.92¢ per kWh

Secondary Voltage:

Variable Distribution Service Charge:	2.17¢ per kWh
Competitive Transition Charge:	3.46¢ per kWh
Energy and Capacity Charge:	6.06¢ per kWh

The preceding "Energy and Capacity Charges" will apply to the customer if the customer receives Default PLR Service. These charges are not applicable to the customer if it obtains Competitive Energy Supply.

INTERRUPTIBLE BACK-UP POWER. (Interruptible Back-up Power is available only to customers who are served under the Energy Services Rider.)

For service billed at:

High Tension Voltage:

Variable Distribution Service Charge:	0.15¢ per kWh
Competitive Transition Charge:	0.55¢ per kWh
Energy and Capacity Charge:	1.95¢ per kWh

Primary Voltage:

Variable Distribution Service Charge:	0.29¢ per kWh
Competitive Transition Charge:	0.60¢ per kWh
Energy and Capacity Charge:	2.15¢ per kWh

Secondary Voltage:

Variable Distribution Service Charge:	0.79¢ per kWh
Competitive Transition Charge:	1.66¢ per kWh
Energy and Capacity Charge:	3.57¢ per kWh

The preceding Energy and Capacity Charges will apply to the customer if the customer receives Default PLR Service. These charges are not applicable to the customer if it obtains Competitive Energy Supply from an EGS.

FIRM MAINTENANCE POWER.

June through September: Same as Supplementary Power.
October through May: Same as Interruptible Back-Up Power.

INTERRUPTIBLE MAINTENANCE POWER. (Interruptible Maintenance Power is available only to customers who are served under the Energy Services Rider).

Same as Interruptible Back-Up Power.

STATE TAX ADJUSTMENT CLAUSE APPLIES TO THIS RIDER.

BILLING. Bills rendered to the customer shall distinguish between the customer's use of Supplementary Power, Back-Up Power and Maintenance Power. In the event that the customer receives two or more types of supply during the billing period, the billing characteristics shall be determined as follows:

- (a) the billing demand will be the maximum measured demand, adjusted for power factor in accordance with the Rules and Regulations, occurring during any unscheduled outage period of the month less the Supplementary Power billing demand; less the Scheduled Maintenance Power Capacity for the month if one or both of these additional services are provided at the time of maximum measured demand.
- (b) the energy use billed as Back-Up and/or Maintenance Power shall be one-half of the sum of the Back-Up and/or Maintenance half-hour demands;
- (c) the total energy use, less the energy use determined in (b) shall be the energy use for Supplementary Power;
- (d) if only one type of power is used, billing shall be in accordance with the total recorded demand and energy use.

DISTRIBUTION FACILITIES. Any investment in additions or changes to the Company's distribution facilities required to provide auxiliary service (in excess of such investments normally made by the Company to provide equivalent service to the customer) will be paid by the customer before the interconnection of Company and customer facilities. In addition, when necessary, the cost of communications equipment, such as telemetering or telephone, will be paid by the customer.

POINTS OF SERVICE. The Company shall not be required to serve customers receiving electric power from AGS facilities at multiple points of service that were used prior to the parallel operation of the AGS facilities if after the introduction of these AGS facilities the multiple points of service are disadvantageous to the Company or pose unacceptable risks.

DATA. The customer shall furnish such detailed load data and data on forced outage rates as the Company shall, from time to time, require, together with such supporting documentation as the Company shall request, in order for the Company to collect data and prepare such reports as may be required by the Commission.

TERM. Annual, except where otherwise specified by the firm rate.

COOLING THERMAL STORAGE HT RIDER

AVAILABILITY/APPLICABILITY. To customers displacing at least 50% of their conventional cooling capacity by utilizing a qualifying Cooling Thermal Storage application. To qualify, the customer must submit to the Company for technical review and approval an engineering study performed by a professional engineer registered in the Commonwealth of Pennsylvania.

DEFINITION OF PEAK HOURS. On-Peak Hours are defined as the hours between 8:00 a.m. and 8:00 p.m., Eastern Standard Time or Daylight Saving Time, whichever is in common use, daily except Saturdays, Sundays and holidays; except that the On-Peak Hours will end at 4:00 p.m. on Fridays and during the months of June through September, On-Peak Hours will commence at 10:00 a.m. instead of 8:00 a.m. Off-Peak Hours are defined as the hours other than those specified as On-Peak Hours.

RATE IMPACT. Rate HT, including all its terms and guarantees, is applicable to service provided during On-Peak Hours. The capacity charges and blocking of the energy charges contained in the Variable Distribution Service Charges, CTCs, and Energy and Capacity Charges (if applicable) in Rate HT shall be based on the billing demand for On-Peak Hours except that, when the greatest demand during Off-Peak Hours, as determined by measurement, exceeds the demand specified for Off-Peak Hours, the amount of such excess shall be added to the billing demand for On-Peak Hours and the resultant sum shall then constitute the basis for said capacity charges and blocking of energy charges. During the eight months of October through May, the billing demand will not be less than 80% of the average billing demand in the preceding months of June through September. If the customer receives Default PLR Service, the terms of this rider shall also apply to the Energy and Capacity Charge.

MONTHLY RATE TABLE.

Cooling Thermal Storage Service Billing and Metering Charge: \$11.21
Off-peak charge per kW of Off-Peak billing demand per month: \$0.87

STATE TAX ADJUSTMENT CLAUSE APPLIES TO THIS RIDER.

DETERMINATION OF OFF-PEAK BILLING DEMAND. The Off-Peak billing demand shall be the amount by which the greatest demand during Off-Peak Hours, as determined by measurement, exceeds the billing demand for On-Peak Hours, whether the latter is a minimum or an actual demand, except that, when said greatest demand during Off-Peak Hours exceeds the demand specified for Off-Peak Hours, said greatest Off-Peak demand shall be reduced by the amount of the excess in determining the Off-Peak billing demand.

EMPLOYMENT AND ECONOMIC RECOVERY RIDER

AVAILABILITY/APPLICABILITY. This rider is available to customers taking service under Rate HT or PD, and to those customers taking service under Rate GS at Service Locations in an Enterprise Development Area as defined in Title 16, Chapter 23 of the Pennsylvania Code, for service provided to Qualifying Service Locations, as defined below. The Company will not begin to apply the rider until at least 30 days after the customer provides to the Company written notice of its desire to be placed on the rider.

I. QUALIFYING SERVICE LOCATIONS.

- A. QUALIFYING EXISTING SERVICE LOCATION.** A Service location will be considered a Qualifying Existing Service Location if the customer can satisfy all of the following conditions:
1. The customer files with the Company, before the effective date of the rider for the Service Location, a Manufacturing Sales Tax Exemption Certificate, as defined below, for the Service Location. This condition is waived for Stevedoring Operations located within a Port Enterprise Development Area as defined in Title 16, Chapter 23 of the Pennsylvania Code.
 2. The customer files with the Company copies of the Base Period Employment Reports as defined below, for the Service Location.
 3. The customer does not have an unpaid balance that includes a late fee for service previously provided to the Service Location before the effective date of the rider for the Service Location.
 4. The arithmetic mean of the sum of the number of employees as determined from the Current Employment Report and the total investment Units on record, as defined below, must be greater than the Base Period Employees, as defined below, by at least six (6).
- B. QUALIFYING NEW SERVICE LOCATION.** A Service Location will be considered a Qualifying New Service Location if the customer can satisfy all of the following conditions:
1. The customer files with the Company before the effective date of the rider for the Service Location a Manufacturing Sales Tax Exemption Certificate, as defined below, for the Service Location. This condition is waived for Stevedoring Operations located within a Port Enterprise Development Area as defined in Title 16, Chapter 23 of the Pennsylvania Code.
 2. The customer does not have an unpaid balance that includes a late fee for service provided to the Service Location before the effective date of the rider for the Service Location.
 3. The Company has not previously provided service to the Service Location, or the service previously provided by the Company to the Service Location was not used for substantially the same type of operation or that was terminated at least twelve (12) months before the customer's contractually specified effective date for service under this rider. This condition is waived for existing service locations where an entity has assumed operation of a service location from a customer which has ceased operations as a result of dissolution, so long as the formation of the entity did not occur as a result of merger, joint venture, acquisition and/or any other variation of combined business structures with the former customer at the service location.

II. DEFINITIONS.

1. **SERVICE LOCATION.** A single or contiguous premises having one or more delivery points for distribution service billed by the Company under a single account.
2. **MANUFACTURING SALES TAX EXEMPTION CERTIFICATE.** Pennsylvania Sales Tax Blanket Exemption Certificate filed by the customer with the Company showing the address of the Service Location and certifying that more than fifty (50) percent (on an annual basis) of the service purchased by the customer for the Service Location is exempt from sales tax because it is used in manufacturing operations, shipbuilding operations, or shipcleaning operations.
3. **EMPLOYMENT REPORT.** The "Employer's Report for Unemployment Compensation" (PA Form UC-2) as filed by the customer with the Office of Employment Security, Department of Labor and Industry, Commonwealth of Pennsylvania.
4. **BASE PERIOD.** The twelve (12) month period immediately preceding the billing month in which the customer provides the Company written notice of its desire to be placed on the rider. If the customer does not then qualify not then qualify for the rider within 60 days of the written notice, then the base period will be the twelve month period immediately preceding the billing month to which this rider is first applied to the customer's bills.
5. **BASE PERIOD EMPLOYMENT REPORTS.** The Employment Reports for all quarterly reporting periods, as defined by 43 P.S. 753 [d], in the Base Period.

6. **BASE PERIOD EMPLOYEES.** The arithmetic mean of the number of employees each month as reported on the applicable Base Period Employment Report. An adjustment will be made to normalize Base Period Employees in quarters during which either the Casualty or Construction Rider was in effect for the Service Location.
 7. **BASE PERIOD ENERGY.** The number of kilowatt-hours used by the customer for service to the Qualifying Service Location during each month of the Base Period. An adjustment will be made to normalize usage in months during which the Construction or Casualty rider was in effect.
 8. **CURRENT EMPLOYMENT REPORT.** The Employment Report covering the calendar month immediately following the Base Period as defined by 43 P.S. 753 [d]. The customer may submit an updated Employment Report at any time to reflect increases in Current Period Employees replacing and superseding the original report. The Company reserves the right to request an updated Employment Report at any time which may reflect increases or decreases in Current Period Employees replacing and superseding the original report.
 9. **CURRENT PERIOD EMPLOYEES.** The arithmetic mean of the number of employees each month as reported on the Current Employment Report.
 10. **INVESTMENT UNIT.** Each \$15,000 of new investment in physical plant, machinery or equipment, excluding land, placed in service at a Service Location on or after the beginning of the Base Period, as certified in writing by a Certified Public Accountant on a form supplied by the Company.
- III. **RATE REDUCTION.** The rate reduction will be applicable to the customer's base bill for the Qualifying Service Location before the application of the State Tax Adjustment and Nuclear Decommissioning Cost Adjustment. For the purpose of calculating this reduction an Investment Unit shall be considered the equivalent of one additional employee.

A. **QUALIFYING EXISTING SERVICE LOCATION.**

1. **Monthly Eligibility -** The customer is not eligible for the rate reduction in any month in which one or more of the following conditions is true:
 - a. The customer's electric energy usage is less than its usage in the corresponding month of the Base Period.
 - b. The customer does not have on file with PECO Energy a Manufacturing Sales Tax Exemption Certificate for at least 50% of its electric use, this condition is waived for Stevedoring Operations located within a Port Enterprise Development Area.
 - c. The customer has an unpaid balance which includes a late fee.
 - d. The customer has transferred to Rate GS and the Service Location is not in an Enterprise Development Area as defined in Title 16, Chapter 23 of the Pennsylvania Code.
 - e. The arithmetic mean of the sum of: (1) the number of employees as determined from the Current Employment Report and, (2) the Total Investment Units on record, does not exceed the Base Period Employees by at least six (6).
2. **Calculation of Reduction -** The rate reduction shall apply to the number of kilowatt-hours that constitute the difference between, (1) the number of kilowatt-hours used in the month and, (2) the Base Period Energy for the corresponding month of the Base Period.

The Revenue Reduction applied to each qualifying kilowatt-hour shall be calculated using the following formula:

$$R = F \times N$$

Where:

R ≈ Revenue Reduction, cents per kWh

N ≈ (C+I-B)/B x 100

If the result of this calculation of N is a value greater than 20, N shall be equal to 20

C = Current Period Employees

I = Investment Units Added

B = Base Period Employees, and

F= values set forth in the following table:

<u>Year(s)</u>	<u>Variable Distribution Service</u>		<u>CTC</u>		<u>Energy and Capacity*</u>
one (1) through five (5)	0.0057 cents	+	0.013 cents	+	0.028 cents
six (6)	0.0038 cents	+	0.012 cents	+	0.022 cents
seven (7)	0.0029 cents	+	0.008 cents	+	0.017 cents
eight (8)	0.0019 cents	+	0.006 cents	+	0.011 cents
nine (9)	0.0010 cents	+	0.002 cents	+	0.006 cents

*If the customer receives Default PLR Service, these rate reductions shall apply. They shall not apply if the customer obtains Competitive Energy Supply.

B. QUALIFYING NEW SERVICE LOCATION

1. **Monthly Eligibility** - The customer is not eligible for the rate reduction in any month in which one or more of the following conditions is true:
 - a. The customer does not have on file with PECO Energy a Manufacturing Sales Tax Exemption Certificate for at least 50% of its use.
 - b. The customer has an unpaid balance which includes a late fee.
 - c. The customer has transferred to Rate GS and the Service Location is not in an Enterprise Development Area as defined in Title 16, Chapter 23 of the Pennsylvania Code.
2. The following rate reduction shall apply to all kilowatt-hours:

<u>Year(s)</u>	<u>Variable Distribution Service</u>	<u>CTC</u>	<u>Energy and Capacity*</u>
one (1) through five (5)	0.1046 cents	0.282 cents	0.557 cents
six (6)	0.0837 cents	0.226 cents	0.445 cents
seven (7)	0.0628 cents	0.170 cents	0.334 cents
eight (8)	0.0418 cents	0.113 cents	0.223 cents
nine (9)	0.0209 cents	0.057 cents	0.111 cents

*If the customer receives Default PLR Service, these rate reductions shall apply. They shall not apply if the customer obtains Competitive Energy Supply.

3. **Accelerated Rate Reduction** - The customer may select an accelerated rate reduction over a shorter time period. The rate reduction shall apply to all kilowatt-hours as follows:

<u>Year(s)</u>	<u>Variable Distribution Service</u>	<u>CTC</u>	<u>Energy and Capacity*</u>
one (1) through four (4)	0.1422 cents	0.380 cents	0.752 cents

*If the customer receives Default PLR Service, these rate reductions shall apply. They shall not apply if the customer obtains Competitive Energy Supply.

- IV. TERM OF CONTRACT.** This rider shall be in effect for either a period of nine years, for customers choosing the standard rate reduction, or for a period of four years for Qualifying New Service Locations selecting the accelerated rate reduction, which period of time shall be continuous and shall begin on the date on which the Company first applies the rider to the customer's bill for the Service Location. This term cannot be modified except as provided below under the heading RENEWAL.
- V. RENEWAL.** A customer may renew the rider at any time in accordance with the terms and provisions of the rider as it applies to Qualifying Existing Service Locations. For renewal customers, the Base Period Energy for any month of the new Base Period shall not be less than the Base Period Energy of the corresponding month of the customer's previous Base Period. The Term of Contract for the renewal shall begin on the date on which the renewal of the rider is first applied based on the new Base Period.
- VI. TRANSFER OF OWNERSHIP.** The Company will only apply the rider to the customer's bills for the term of contract. If, during the term of contract, the ownership of the service location changes, the Company may continue to apply the rider to the new owner's bills for the Service Location. If the Company continues to apply the rider in such circumstances, the Company shall apply the rider to the new owner's bills for the Service Location as if the new owner had been on the rider for the Service Location for the same period of time as was the previous owner.

LARGE INTERRUPTIBLE LOAD RIDER

AVAILABILITY.

This rider is restricted to Rate HT and EP customers under contract, pursuant to this rider, on December 1, 1995. Customers must satisfy the load requirement defined below.

FIRM DEMAND.

The firm demand is the demand to which the customer must reduce its load when called upon to interrupt pursuant to the "Interruptions" section below.

LOAD REQUIREMENT.

The average of the customer's maximum daily On-Peak demands on the 60 days with the customer's highest on peak maximum measured demands during the most recent summer billing period (June through September in the same calendar year) must be 10,000 kW or greater than the customer's firm demand as originally specified in the contract between the customer and the Company. The Company will not begin to bill a customer pursuant to the "Energy and On-Peak Billing Demand" section of this rider until the customer has satisfied this load requirement. If a customer fails to satisfy its load requirement in a summer billing period, the Company will no longer bill the customer in accordance with the provisions of the "Energy and On-Peak Billing Demand" section of this rider until the customer again satisfies its load requirement. A customer under agreement to be served under the former Supplemental Energy provision of the Night Service HT Rider on or before June 1, 1993 is exempt from the above load requirement and may continue to qualify for this rider based on the load requirement in effect at the time that such customer executed its contract or agreement.

For a customer that operates standby generation or that uses cogeneration to serve any portion of its load during an interruption, the Company, at any time, has the right to inspect the customer's equipment or operating records to obtain reasonable assurance that the customer will be able to comply with an interruption request. If the Company in good faith believes that the customer is not capable of complying completely with an interruption request, and the customer is not able to remedy the condition that the Company believes would render the customer unable to comply completely, the Company will then, (1) require the customer to amend its contract to reflect a higher firm demand to which the Company in good faith believes that the customer would be able to reduce load, or, (2) terminate the customer's contract if the required increase in firm demand would render the customer unable to satisfy the load requirement as described in the preceding paragraph.

INTERRUPTIONS.

When, in the sole judgment of the Company and at any time of day and for any duration, there exists any potential or actual production, transmission, or distribution capacity limitation, the customer must reduce load for the duration of the interruption to its firm demand within one hour of notification by the Company during the On-Peak interruption hours (as defined in the "Penalty for Failure to Interrupt" section below) in the months of June through September. The customer will be required to reduce load to its firm demand within two hours of notification by the Company during all other hours. (The Company will make its best efforts to notify the customer as far in advance as possible).

PENALTY FOR FAILURE TO INTERRUPT.

Definition of Peak Interruption Hours: On-peak interruption hours are the hours between 8:00 am and 8:00 pm Eastern Standard Time or Daylight Savings Time, whichever is in common use, Monday through Friday except Saturdays, Sundays and holidays (as defined in the "Definitions Of Terms And Explanation of Abbreviations" Section of the Company's Tariff). Off-peak interruption hours are all hours other than On-Peak interruption hours.

Each time the customer fails to comply with the "Interruptions" section above, the following will occur:

- A. June through September Exclusively On-Peak:
1. Firm Demand Adjustment - The Company will increase the customer's firm demand to the third highest On-Peak half-hour demand measured during the interruption for the balance of the customer's term of contract. This adjustment will become effective in the month of the failure to interrupt; and
 2. Penalty per kW of Uninterrupted Demand - The Company will apply a penalty of \$24 per kW to the difference between the firm demand in effect immediately preceding the interruption and the maximum demand measured during the interruption period. The penalty will be applied to the customer's bill in the month in which the failure to interrupt occurs.
- B. October through May Exclusively On-Peak:
1. Same as A.1. above.

- C. Exclusively Off-Peak
1. Same as A. above.

If an interruption spans On-Peak and Off-Peak Hours, the "Firm Demand Adjustment" will be based on the customer's third highest half-hour demand during the On-Peak Hours of interruption. The "Penalty per kW of Uninterrupted Demand" will be based on the customer's highest half-hour demand measured during the entire interruption period, except that in the interruption period, except that in the months of October through May, such penalty shall be based on the highest half-hour measured demand during the Off-Peak Hours of the interruption.

Request for Test: Twelve months or thereafter following the month in which a customer fails to interrupt to its firm demand, the customer may request a test interruption to be conducted during On-Peak Hours to establish a new firm demand. The Company, in its sole judgment, will schedule the time and establish the length and acceptance criteria for the test interruption and will determine if the customer has met the acceptance criteria. A test interruption will establish a customer's new firm demand.

UNBUNDLED RATE AND BILLING.

Definition of Peak Billing Hours: On-peak billing hours are the hours between 8:00 am and 8:00 pm Eastern Standard Time or Daylight Savings Time, whichever is in common use, Monday through Friday except Saturdays, Sundays and holidays (as defined in the "Definitions Of Terms And Explanation of Abbreviations" Section of the Company's Tariff); except that On-Peak billing hours will end at 4:00 pm on Fridays. Off-peak billing hours are all hours other than On-Peak billing hours.

On-Peak Billing Demand: The On-Peak billing demand shall be the firm demand as originally specified in the contract or the adjusted firm demand (as determined in accordance with the "Penalty For Failure To Interrupt" section), if applicable, between the customer and the Company, adjusted for power factor and excess Off-Peak demand, if any. The On-Peak billing demand for the winter billing months of October through May shall not be less than 80% of the highest billing demand during the summer billing period before execution of the contract. In no case shall the On-Peak billing demand be less than the minimum billing demand calculated in accordance with the customer's applicable firm Rate (Rate HT or Rate EP). If the Company, pursuant to Rule 11.3 of the Company's Tariff, permits a customer to reduce its firm demand during a winter billing month, the customer's On-Peak billing demand for the remaining winter months shall not be less than 80% of the highest billing demand in the most recent preceding summer billing period.

Off-Peak Billing Demand: The Off-Peak billing demand shall be the amount by which the maximum measured demand during Off-Peak Hours exceeds the On-Peak billing demand, whether the latter is a minimum or an actual measured demand adjusted for power factor, except that, when said maximum measured demand during Off-Peak Hours exceeds the demand specified in the contract for Off-Peak Hours, said maximum registered measured demand shall be reduced by the amount of such excess. In addition, when the highest measured demand during the Off-Peak Hours exceeds the demand specified in the contract for Off-Peak Hours, the amount of such excess Off-Peak demand shall be added to the On-Peak Billing Demand.

Distribution Charges:

Fixed Distribution Service Charge: Rate HT Fixed Distribution Charge using On-Peak Billing Demand

Variable Distribution Service Charges for On-Peak kWh associated with interruptible load (adjusted for power factor pursuant to Rule 15.3(d)): \$0.0049 per kWh

Variable Distribution Service Charges for all other kWh: Rate HT Variable Distribution Charges using On-Peak Billing Demand

Off-peak Charge per kW of Off-Peak billing demand per month: \$0.87

Night Service Billing and Metering Charge: \$11.21

Competitive Transition Charges:

Competitive Transition Charges for On-Peak kWh associated with interruptible load (adjusted for power factor pursuant to Rule 15.3(d)): \$0.00 per kWh

Competitive Transition Charges for all other kWh: Rate HT Competitive Transition Charges using On-Peak Billing Demand

Energy and Capacity Charges:

Energy and Capacity Charge for On-Peak kWh associated with the customer's interruptible load (adjusted for power factor pursuant to Rule 15.3(d)): PECO Energy hourly PJM billing rate or its replacement (adjusted for Pennsylvania Gross Receipts Tax). The energy usage billed at this rate shall not exceed the energy usage during the Off-Peak Hours during the current billing month.

Energy and Capacity Charges for all other kWh: Rate HT Energy Charges using On-Peak Billing Demand.

THE STATE TAX ADJUSTMENT CLAUSE AND RATE HT TIME-OF-USE ADJUSTMENT CLAUSES ARE NOT APPLICABLE TO THE ON-PEAK ENERGY AND CAPACITY CHARGES ASSOCIATED WITH THE CUSTOMER'S INTERRUPTIBLE LOAD. THE NUCLEAR DECOMMISSIONING COST ADJUSTMENT APPLIES TO THIS RIDER.

FACILITIES.

Additional expenses required by the Company to implement this rider including, but not limited to, the cost of communication, telemetering or telephone equipment, shall be paid by the customer.

OTHER RIDERS.

The Curtailment HT Rider is not available in conjunction with this rider. The rate reductions specified in the Employment and Economic Recovery Rider are not applicable to the energy usage associated with the interruptible load, in both On-Peak and Off-Peak Hours, even if all of that energy usage, or any portion of it, is being billed in accordance with the applicable Rate (Rate HT or Rate EP) due to the application of the provisions in the "Penalty For Failure To Interrupt" section or because the customer has failed to satisfy its load requirement. In addition, the On-Peak energy usage charge for energy usage associated with interruptible load is not applicable to back-up or maintenance power as defined in the Auxiliary Service Rider (ASR), except when such power would otherwise be billed as supplementary power under the ASR. Firm back-up or maintenance power may not be used to serve interruptible load during periods of interruption.

TERM OF CONTRACT/RIGHTS AND CONSEQUENCES ASSOCIATED WITH DIRECT ACCESS.

Customers served under this rider may remain on this rider throughout the Statutory Transition Period, and may terminate their service under this rider on thirty (30) days notice. Throughout the Statutory Transition Period or any rate cap period contained in the Joint Petition for Full Settlement, whichever is longer, customers may remain on the rider while also obtaining Competitive Energy Supply. If a customer wishing to remain on this rider obtains Competitive Energy Supply, the customer will continue to pay the unbundled Distribution Charges and Competitive Transition Charges set forth in the Unbundled Rate And Billing section of this rider, and will be entitled to the unbundled Energy and Capacity Charges set forth in that section should the customer wish to return to Default PLR Service.

NIGHT SERVICE GS RIDER

(The number of customers served under this rider may be limited
by the availability of the required demand meters.)

AVAILABILITY/APPLICABILITY. To service provided during Off-Peak Hours for demands in excess of those supplied during On-Peak Hours. The demand specified for Off-Peak Hours may be limited to an amount determined by the Company which shall be dependent upon the capacity of the generation, transmission and distribution facilities available for such supply.

DEFINITION OF PEAK HOURS. On-Peak Hours are defined as the hours between 8:00 am and 8:00 pm, Eastern Standard Time or Daylight Saving Time, whichever is in common use, daily except Saturdays, Sundays and holidays; except that the On-Peak Hours will end at 4:00 pm on Fridays. Off-Peak Hours are defined as the hours other than those specified as On-Peak Hours.

RATE IMPACT. Rate GS (with demand measurement), including all its terms and guarantees, is applicable. The blocking of the energy charges contained in the Variable Distribution Service Charges, CTCs, and Energy and Capacity Charges (if applicable) shall be based on the billing demand for On-Peak Hours. If the customer receives Default PLR Service, the terms of this rider shall also apply to the Energy and Capacity Charge.

MONTHLY RATE TABLE.

Night Service billing and metering charge: \$8.97

The meter charge will be \$5.00 for those customers served before November 23, 1983 whose metering does not provide for the extended Off-Peak Hours beginning at 4:00 pm on Fridays.

Charge per kW of Off-Peak billing demand per month: \$0.44 per kW.

STATE TAX ADJUSTMENT CLAUSE APPLIES TO THIS RIDER.

DETERMINATION OF OFF-PEAK BILLING DEMAND. The Off-Peak billing demand shall be the amount by which the greatest demand during Off-Peak Hours, as determined by measurement, exceeds the billing demand for On-Peak Hours, whether the latter is a minimum or an actual demand.

OTHER RIDERS. This rider will not be applied in conjunction with the Temporary Service Rider.

TERM OF CONTRACT. The initial contract term shall be for at least one year.

NIGHT SERVICE HT RIDER

AVAILABILITY/APPLICABILITY. To service provided during Off-Peak Hours for demands in excess of those supplied during On-Peak Hours. The demand specified for Off-Peak Hours shall be limited to an amount determined by the Company which shall be dependent upon the capacity of the generation, transmission and distribution facilities available for such supply.

DEFINITION OF PEAK HOURS. On-Peak Hours are defined as the hours between 8:00 am and 8:00 pm, Eastern Standard Time or Daylight Saving Time, whichever is in common use, daily except Saturdays, Sundays and holidays; except that the On-Peak Hours will end at 4:00 pm on Fridays. Off-Peak Hours are defined as the hours other than those specified as On-Peak Hours.

RATE IMPACT. Rates HT or EP, including all terms and guarantees, are applicable during On-Peak Hours. The capacity charges and blocking of the energy charges contained in the Variable Distribution Service Charges, CTCs, and Energy and Capacity Charges (if applicable) shall be based on the billing demand for On-Peak Hours except that, when the greatest demand during Off-Peak Hours, as determined by measurement, exceeds the demand specified for Off-Peak Hours, the amount of such excess shall be added to the billing demand for On-Peak Hours and the resultant sum shall then constitute the basis for said capacity charges and blocking of energy charges. If the customer receives Default PLR Service, the terms of this rider shall also apply to the Energy and Capacity Charge.

MONTHLY RATE TABLE.

Night Service billing and metering charge: \$11.21
Charge per kW of Off-Peak billing demand per month: \$0.87

STATE TAX ADJUSTMENT CLAUSE APPLIES TO THIS RIDER.

DETERMINATION OF OFF-PEAK BILLING DEMAND. The Off-Peak billing demand shall be the amount by which the greatest demand during Off-Peak Hours, as determined by measurement, exceeds the billing demand for On-Peak Hours, whether the latter is a minimum or an actual demand, except that, when said greatest demand during Off-Peak Hours exceeds the demand specified for Off-Peak Hours, said greatest Off-Peak demand shall be reduced by the amount of the excess in determining the Off-Peak billing demand.

OTHER RIDERS. Where the Off-Peak Rider and this rider are applied to the same contract, the Off-Peak Rider will be applied only to the provisions of the contract, and this rider will then be applied to the contract as modified. This rider will not be applied in conjunction with the Temporary Service Rider.

TERM OF CONTRACT. The initial contract term shall be for at least one year.

NIGHT SERVICE PD RIDER

AVAILABILITY/APPLICABILITY. To service provided during Off-Peak Hours for demands in excess of those supplied during On-Peak Hours. The demand specified for Off-Peak Hours shall be limited to an amount determined by the Company which shall be dependent upon the capacity of the generation, transmission and distribution facilities available for such supply.

DEFINITION OF PEAK HOURS. On-Peak Hours are defined as the hours between 8:00 am and 8:00 pm, Eastern Standard Time or Daylight Saving Time, whichever is in common use, daily except Saturdays, Sundays and holidays; except that the On-Peak Hours will end at 4:00 pm on Fridays. Off-Peak Hours are defined as the hours other than those specified as On-Peak Hours.

RATE IMPACT. Rate PD, including all terms and guarantees, is applicable during On-Peak Hours. The capacity charges and blocking of the energy charges contained in the Variable Distribution Service Charges, CTCs, and Energy and Capacity Charges (if applicable) shall be based on the billing demand for On-Peak Hours except that, when the greatest demand during Off-Peak Hours, as determined by measurement, exceeds the demand specified for Off-Peak Hours, the amount of such excess shall be added to the billing demand for On-Peak Hours and the resultant sum shall then constitute the basis for said capacity charges and blocking of energy charges. If the customer receives Default PLR Service, the terms of this rider shall also apply to the Energy and Capacity Charge.

MONTHLY RATE TABLE.

Night Service billing and metering charge: \$11.21
Charge per kW of Off-Peak billing demand per month: \$0.81

STATE TAX ADJUSTMENT CLAUSE APPLIES TO THIS RIDER.

DETERMINATION OF OFF-PEAK BILLING DEMAND. The Off-Peak billing demand shall be the amount by which the greatest demand during Off-Peak Hours, as determined by measurement, exceeds the billing demand for On-Peak Hours, whether the latter is a minimum or an actual demand, except that, when said greatest demand during Off-Peak Hours exceeds the demand specified for Off-Peak Hours, said greatest Off-Peak demand shall be reduced by the amount of the excess in determining the Off-Peak billing demand.

OTHER RIDERS. Where the Off-Peak Rider and this rider are applied to the same contract, the Off-Peak Rider will be applied only to the provisions of the contract, and this rider will then be applied to the contract as modified. This rider will not be applied in conjunction with the Temporary Service Rider.

TERM OF CONTRACT. The initial contract term shall be for at least one year.

SEASONAL CAPACITY CHARGE SERVICE RIDER

AVAILABILITY. For service to Rate HT customers that satisfy both of the following eligibility requirements:4

1. The average of the customer's billing demands during the most recent December-February billing period (the most recent consecutive December, January and February billing months) must be at least 2,000 kW greater than the customer's highest billing demand during the summer billing period (consecutive billing months of June through September) preceding the most recent December-February billing period.
2. The customer may not have installed generation equipment the sole function of which is peak shaving.

The rider shall be available on a first-come-first-served basis. The Company will continue to place qualifying customers on this rider until the placement of an additional customer would increase the total monthly non-coincident peak load supplied under this rider to 40 MW or more.

RATE AND BILLING. Rate HT High Tension Power, including all of its terms and conditions, except that the On-Peak capacity charges shall be as follows:

<u>Summer Months</u> (June through September)		<u>Winter Months</u> (October through May)	
Distribution Charge	\$2.99 per kW	Distribution Charge	\$0.75 per kW
CTC	\$8.48 per kW	CTC	\$2.12 per kW

Energy and Capacity Charge Prices: The following energy charges will apply to customers that receive Default PLR Service and are not applicable to customers who purchase Competitive Energy Supply.

<u>Summer Months</u>	<u>Winter Months</u>
Energy and Capacity Charge	\$10.96 per kW
Energy and Capacity Charge	\$2.74 per kW

The preceding modifications to the "Energy and Capacity Charges" will apply to the customer if the customer receives Default PLR Service. These modifications to the "Energy and Capacity Charges" will not apply to the customer if it obtains Competitive Energy Supply.

STATE TAX ADJUSTMENT CLAUSE APPLIES TO THIS RIDER.

OTHER RIDERS. A customer served under this rider may not receive service under the Employment and Economic Recovery Rider, the Large Interruptible Load Rider, or the Curtailment HT Rider.

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

SUBURBAN STREET LIGHTING RIDER

AVAILABILITY.

Limited to qualified governmental agencies and community associations that were served under base Rate SL-E as of July 8, 1999. If, however, any qualified customer that utilizes this rider chooses at any point to switch to base Rate SL-E said customer may not thereafter return to this rider.

This rate is not available to commercial or industrial customers. All facilities and their installation shall be approved by the Company.

MONTHLY RATE TABLE.

SERVICE LOCATION DISTRIBUTION CHARGE: \$9.10 per Service Location (as defined below)

ENERGY AND CAPACITY CHARGE: The following Energy and Capacity Charges will apply to the customer if the customer receives Default PLR Service. These charges are not applicable to the customer if it obtains Competitive Energy Supply.

0.295¢ per Watt
3.248¢ per kWh

TRANSMISSION SERVICE FOR CUSTOMERS RECEIVING DEFAULT PLR SERVICE: Unless such a customer is able to obtain transmission service on its own, PECO Energy will provide transmission service, and will impose charges on such a customer for such transmission service.

STATE TAX ADJUSTMENT CLAUSE, NUCLEAR DECOMMISSIONING COST ADJUSTMENT APPLY TO THIS RATE.

SERVICE LOCATION.

A Service Location shall comprise each lighting installation and must be separately connected to a delivery point on the Company's secondary circuit.

DETERMINATION OF BILLING DEMAND.

The wattage, expressed to the nearest tenth of a watt, of a Service Location shall be composed of manufacturer's rating of its lamps, ballasts, transformers, individual controls and other load components required for its operation. The aggregate of wattages of all Service Locations in service shall constitute the billing demand for the month.

DETERMINATION OF ENERGY BILLED.

The energy use for a month of a Service Location shall be computed to the nearest kilowatt-hour as the product of one-thousandth of its wattage and the effective hours of use of such wattage during the calendar month under the established operation schedules as set forth under Terms and Conditions, Paragraph 6 Service. The aggregate of the kilowatt-hours thus computed for all Active Service Locations shall constitute the energy billed for the month.

TERMS AND CONDITIONS.

Per Rate SL-E.

2005 Unbundled Revenue

	<u>Sales</u> (MWh)	<u>New Total Rev</u> (1a)	<u>Transmission</u> (2)	<u>Distribution</u> (3)	<u>Allocation of \$40,320,000 *</u>		<u>New Distribution</u> (3a)	<u>CTC</u> (4)	<u>Market Energy</u> (5)=1-2-3-4
					<u>Alloc</u> %	<u>\$ (40,320,000)</u> Allocation			
HT	14,894,028	1,027,998,780	52,428,442	113,994,498	12.83%	(5,171,943)	108,822,555	287,619,134	579,128,649
EP	670,082	49,186,967	2,430,642	7,659,422	0.86%	(347,509)	7,311,914	13,048,452	26,395,960
PD	1,134,625	108,161,587	5,309,097	20,504,174	2.31%	(930,277)	19,573,898	28,620,691	54,657,901
GS	6,919,765	796,829,563	40,802,383	148,403,790	16.70%	(6,733,097)	141,670,693	221,060,714	393,295,773
GS	6,878,140	792,114,423	40,560,940	147,525,629	16.60%	(6,693,255)	140,832,374	219,752,615	390,968,494
TL	41,624	4,715,140	241,443	878,161	0.10%	(39,842)	838,319	1,308,099	2,327,279
RH	2,954,390	298,348,709	11,800,136	103,242,625	11.62%	(4,684,130)	98,558,496	60,975,541	127,014,536
R	8,076,474	1,130,203,546	45,165,727	451,841,605	50.84%	(20,500,105)	431,341,500	232,340,271	421,356,049
R	8,076,391	1,130,193,243	45,165,315	451,837,486	50.84%	(20,499,918)	431,337,568	232,338,153	421,352,208
RT	83	10,303	412	4,119	0.00%	(187)	3,932	2,118	3,841
OP	394,227	26,376,787	187,298	20,058,980	2.26%	(910,078)	19,148,902	239,224	6,801,362
SLP	93,152	13,891,515	161,075	11,143,953	1.25%	(505,602)	10,638,351	589,181	2,502,909
SLS	17,736	5,197,518	84,948	4,025,795	0.45%	(182,651)	3,843,144	369,884	899,542
SLE	49,319	7,940,772	79,193	6,105,591	0.69%	(277,011)	5,828,580	247,916	2,032,999
OTHER	9,461	1,877,684	10,726	1,710,310	0.19%	(77,597)	1,632,713	7,208	227,038
POL	9,428	1,873,654	10,703	1,706,639	0.19%	(77,430)	1,629,209	7,192	226,550
AL	33	4,029	23	3,670	0.00%	(167)	3,504	15	487
TOTAL	35,213,259	3,466,013,428	158,459,666	888,690,743	100%	\$ (40,320,000)	\$ 848,370,743	845,118,215	1,614,312,720
¢/kWh		9.84	0.45	2.52		\$ (0.11)	2.41	2.40	4.58

Reflects 0.8% load growth.

2005 Unbundled Unit Rates (¢/kWh)

		<u>New Total Rev</u>	<u>Transmission</u>	<u>Distribution</u>	<u>Allocation of \$40,320,000 *</u>		<u>New Distribution</u>	<u>CTC</u>	<u>Market Energy</u>
		(1a)	(2)	(3)	<u>Alloc</u>	<u>\$ (40,320,000)</u>	(3a)	(4)	(6)=1-2-3-4-5
					<u>%</u>	<u>Allocation</u>			
HT	14,894,028	6.90	0.35	0.77	12.83%	(0.03)	0.73	1.93	3.89
EP	670,082	7.34	0.36	1.14	0.86%	(0.05)	1.09	1.95	3.94
PD	1,134,625	9.53	0.47	1.81	2.31%	(0.08)	1.73	2.52	4.82
GS	6,919,765	11.52	0.59	2.14	16.70%	(0.10)	2.05	3.19	5.68
GS	6,878,140	11.52	0.59	2.14	16.60%	(0.10)	2.05	3.19	5.68
TL	41,624	11.33	0.58	2.11	0.10%	(0.10)	2.01	3.14	5.59
RH	2,954,390	10.10	0.40	3.49	11.62%	(0.16)	3.34	2.06	4.30
R	8,076,474	13.99	0.56	5.59	50.84%	(0.25)	5.34	2.88	5.22
R	8,076,391	13.99	0.56	5.59	50.84%	(0.25)	5.34	2.88	5.22
RT	83	12.43	0.50	4.97	0.00%	(0.23)	4.74	2.56	4.64
OP	394,227	6.69	0.05	5.09	2.26%	(0.23)	4.86	0.06	1.73
SLP	93,152	14.91	0.17	11.96	1.25%	(0.54)	11.42	0.63	2.69
SLS	17,736	29.30	0.48	22.70	0.45%	(1.03)	21.67	2.09	5.07
SLE	49,319	16.10	0.16	12.38	0.69%	(0.56)	11.82	0.50	4.12
OTHER	9,461	19.85	0.11	18.08	0.19%	(0.82)	17.26	0.08	2.40
POL	9,428	19.87	0.11	18.10	0.19%	(0.82)	17.28	0.08	2.40
AL	33	12.39	0.07	11.29	0.00%	(0.51)	10.77	0.05	1.50
TOTAL		9.84	0.45	2.52		(0.11)	2.41	2.40	4.58

reflects 0.8% load growth.

Joint Petition for Approval of Full Settlement of PECO Energy's Restructuring Case at Docket No. R-00973953
Proof of Revenue - 12 Months Ending 12/31/96
Rate R

Electric PA PUC No. 3

	<u>Billing Determinants</u> (4)	<u>Pricing</u> (5)=(6)/(4)	<u>Revenue</u> (6)	<u>Growth Ratio</u> (7)=(6)x1.049	New Pricing For Distribution	New Distribution Revenue @ 0.94584
(25) Fixed Distribution Charge	13,709,923 Bills	\$ 5.10	\$ 69,920,607	\$ 73,344,640		
(26)						
(27) Transmission Service Charge						
(28) Up to 500 kwh	5,415,895,024 kWh	\$ 0.0055	\$ 29,542,074	\$ 30,988,759		
(29) kwh over 500-Winter	1,084,642,063 kWh	\$ 0.0055	\$ 5,916,395	\$ 6,206,123		
(30) kwh over 500-Summer	1,198,814,912 kWh	\$ 0.0063	\$ 7,598,340	\$ 7,970,433		
(31)			\$ 43,056,810	\$ 45,165,315		
(32) Variable Distribution Charge						
(33) Up to 500 kwh	5,415,895,024 kWh	\$ 0.0457	\$ 247,567,493	\$ 259,690,948	\$ 0.0432	\$ 245,625,574
(34) kwh over 500-Winter	1,084,642,063 kWh	\$ 0.0457	\$ 49,580,377	\$ 52,008,343	\$ 0.0432	\$ 49,191,469
(35) kwh over 500-Summer	1,198,814,912 kWh	\$ 0.0531	\$ 63,675,354	\$ 66,793,555	\$ 0.0502	\$ 63,175,885
(36)			\$ 360,823,223	\$ 378,492,846		\$ 357,992,927
(37) Competitive Transition Charge						
(38) Up to 500 kwh	5,415,895,024 kWh	\$ 0.0281	\$ 152,101,342	\$ 159,549,790		
(39) kwh over 500-Winter	1,084,642,063 kWh	\$ 0.0281	\$ 30,461,357	\$ 31,953,059		
(40) kwh over 500-Summer	1,198,814,912 kWh	\$ 0.0325	\$ 38,928,942	\$ 40,835,304		
(41)			\$ 221,491,640	\$ 232,338,153		
(42) Electric Generation						
(43) Up to 500 kwh	5,415,895,024 kWh	\$ 0.0512	\$ 277,563,392	\$ 291,155,755		
(44) kwh over 500-Winter	1,084,642,063 kWh	\$ 0.0512	\$ 55,587,660	\$ 58,309,804		
(45) kwh over 500-Summer	1,198,814,912 kWh	\$ 0.0572	\$ 68,540,668	\$ 71,897,125		
(46)			\$ 401,691,719	\$ 421,362,684		
(47)						
(48) Total Revenue			\$ 1,096,984,000	\$ 1,150,703,637		

**Joint Petition for Approval of Full Settlement of PECO Energy's Restructuring Case at Docket No. R-00973953
 Proof of Revenue - 12 Months Ending 12/31/96
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Electric PA PUC No. 3

	<u>Billing Determinants</u> (4)	<u>Pricing</u> (5)=(6)/(4)	<u>Revenue</u> (6)	<u>Growth Ratio</u> (7)=(6)x1.049	New Pricing For Distribution	New Distribution Revenue @ 0.92783
(29) Fixed Distribution Charge	143 bills	\$ 10.19	\$ 1,458	\$ 1,529		
(30)						
(31) Transmission Charge						
(32) Summer Off-peak kwh	32,901 kWh	\$ 0.0030	\$ 98	\$ 103		
(33) Summer On-peak kwh	8,067 kWh	\$ 0.0121	\$ 98	\$ 102		
(34) Winter Off-peak kwh	27,659 kWh	\$ 0.0030	\$ 82	\$ 86		
(35) Winter On-peak kwh	10,372 kWh	\$ 0.0111	\$ 115	\$ 121		
(36)			\$ 393	\$ 412		
(37) Variable Distribution Charge						
(38) Summer Off-peak kwh	32,901 kWh	\$ 0.0187	\$ 615	\$ 645	\$ 0.0173	\$ 598
(39) Summer On-peak kwh	8,067 kWh	\$ 0.0761	\$ 614	\$ 644	\$ 0.0706	\$ 597
(40) Winter Off-peak kwh	27,659 kWh	\$ 0.0187	\$ 517	\$ 542	\$ 0.0173	\$ 503
(41) Winter On-peak kwh	10,372 kWh	\$ 0.0698	\$ 724	\$ 759	\$ 0.0647	\$ 704
(42)			\$ 2,469	\$ 2,590		\$ 2,403
(43) Competitive Transition Charge						
(44) Summer Off-peak kwh	32,901 kWh	\$ 0.0157	\$ 518	\$ 543		
(45) Summer On-peak kwh	8,067 kWh	\$ 0.0605	\$ 489	\$ 513		
(46) Winter Off-peak kwh	27,659 kWh	\$ 0.0157	\$ 435	\$ 457		
(47) Winter On-peak kwh	10,372 kWh	\$ 0.0556	\$ 577	\$ 606		
(48)			\$ 2,019	\$ 2,118		
(49) Electric Generation						
(50) Summer Off-peak kwh	32,901 kWh	\$ 0.0336	\$ 1,106	\$ 1,160		
(51) Summer On-peak kwh	8,067 kWh	\$ 0.0918	\$ 740	\$ 777		
(52) Winter Off-peak kwh	27,659 kWh	\$ 0.0336	\$ 930	\$ 975		
(53) Winter On-peak kwh	10,372 kWh	\$ 0.0854	\$ 886	\$ 929		
(54)			\$ 3,661	\$ 3,841		
(55)						
(56) Total Revenue			\$ 10,000	\$ 10,489		

**Joint Petition for Approval of Full Settlement of PECO Energy's Restructuring Case at Docket No. R-00973953
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Electric PA PUC No. 3

	<u>Billing Determinants</u> (4)		<u>Pricing</u> (5)=(6)/(4)	<u>Revenue</u> (6)	<u>Growth Ratio</u> (7)=(6)x1.049	New Pricing For Distribution	New Distribution Revenue @ 0.94989
(29) Fixed Distribution Charge	1,824,041	bills	\$ 5.10	\$ 9,302,607	\$ 9,758,158		
(30)							
(31) Transmission Charge							
(32) Summer - Up to 500 kwh	457,508,824	kWh	\$ 0.0055	\$ 2,513,424	\$ 2,636,507		
(33) Summer - Over 500 kwh	353,843,726	kWh	\$ 0.0064	\$ 2,259,924	\$ 2,370,593		
(34) Winter - Up to 600 kwh	589,739,544	kWh	\$ 0.0055	\$ 3,239,862	\$ 3,398,519		
(35) Winter - Over 600 kwh	1,415,374,905	kWh	\$ 0.0023	\$ 3,236,047	\$ 3,394,517		
(36)				\$ 11,249,256	\$ 11,800,136		
(37) Variable Distribution Charge							
(38) Summer - Up to 500 kwh	457,508,824	kWh	\$ 0.0435	\$ 19,912,151	\$ 20,887,255	\$ 0.0413	\$ 19,840,679
(39) Summer - Over 500 kwh	353,843,726	kWh	\$ 0.0506	\$ 17,903,842	\$ 18,780,599	\$ 0.0481	\$ 17,839,579
(40) Winter - Up to 600 kwh	589,739,544	kWh	\$ 0.0435	\$ 25,667,227	\$ 26,924,159	\$ 0.0413	\$ 25,575,098
(41) Winter - Over 600 kwh	1,415,374,905	kWh	\$ 0.0181	\$ 25,637,002	\$ 26,892,454	\$ 0.0172	\$ 25,544,982
(42)				\$ 89,120,223	\$ 93,484,467		\$ 88,800,337
(43) Competitive Transition Charge							
(44) Summer - Up to 500 kwh	457,508,824	kWh	\$ 0.0280	\$ 12,821,720	\$ 13,449,604		
(45) Summer - Over 500 kwh	353,843,726	kWh	\$ 0.0324	\$ 11,472,939	\$ 12,034,772		
(46) Winter - Up to 600 kwh	589,739,544	kWh	\$ 0.0280	\$ 16,527,495	\$ 17,336,852		
(47) Winter - Over 600 kwh	1,415,374,905	kWh	\$ 0.0122	\$ 17,306,794	\$ 18,154,313		
(48)				\$ 58,128,949	\$ 60,975,541		
(49) Total Electric Generation							
(50) Summer - Up to 500 kwh	457,508,824	kWh	\$ 0.0535	\$ 24,457,607	\$ 25,655,303		
(51) Summer - Over 500 kwh	353,843,726	kWh	\$ 0.0597	\$ 21,121,395	\$ 22,155,716		
(52) Winter - Up to 600 kwh	589,739,544	kWh	\$ 0.0535	\$ 31,526,426	\$ 33,070,284		
(53) Winter - Over 600 kwh	1,415,374,905	kWh	\$ 0.0311	\$ 43,979,538	\$ 46,133,229		
(54)				\$ 121,084,965	\$ 127,014,532		
(55)							
(56) Total Revenue				\$ 288,886,000	\$ 303,032,835		

Joint Petition for Approval of Full Settlement of PECO Energy's Restructuring Case at Docket No. R-00973953
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Electric PA PUC No. 3

	<u>Billing Determinants</u> (4)		<u>Pricing</u> (5)=(6)/(4)	<u>Revenue</u> (6)	<u>Growth Ratio</u> (7)=(6)x1.049	New Pricing For Distribution	New Distribution Revenue @ 0.94158
(35) Fixed Distribution Charge							
(36) Single-Phase	1,847,446	Bills	\$ 8.67	\$ 16,017,355	\$ 16,801,730		
(37) Poly-Phase	657,007	Bills	\$ 23.45	\$ 15,406,804	\$ 16,161,280		
(38)				\$ 31,424,159	\$ 32,963,010		
(39) Transmission Charge							
(40) First 80 Hours Use	1,493,455,009	kWh	\$ 0.0127	\$ 18,951,130	\$ 19,879,173		
(41) Next 80 Hrs Use-Summer	658,266,049	kWh	\$ 0.0060	\$ 3,924,719	\$ 4,116,914		
(42) Additional Use-Except	3,696,417,044	kWh	\$ 0.0038	\$ 13,894,392	\$ 14,574,805		
(43) Over 400 Hrs & 2000 kwh	151,907,550	kWh	\$ 0.0016	\$ 250,363	\$ 262,624		
(44) Space Heating	556,994,349	kWh	\$ 0.0030	\$ 1,646,781	\$ 1,727,424		
(45)				\$ 38,667,386	\$ 40,560,940		
(46) Variable Distribution Charge							
(47) First 80 Hours Use	1,493,455,009	kWh	\$ 0.0358	\$ 53,526,647	\$ 56,147,863	\$ 0.0337	\$ 52,867,457
(48) Next 80 Hrs Use-Summer	658,266,049	kWh	\$ 0.0168	\$ 11,085,200	\$ 11,628,046	\$ 0.0159	\$ 10,948,684
(49) Additional Use-Except	3,696,417,044	kWh	\$ 0.0106	\$ 39,244,109	\$ 41,165,905	\$ 0.0100	\$ 38,760,811
(50) Over 400 Hrs & 2000 kwh	151,907,550	kWh	\$ 0.0047	\$ 707,141	\$ 741,770	\$ 0.0044	\$ 698,432
(51) Space Heating	556,994,349	kWh	\$ 0.0084	\$ 4,651,262	\$ 4,879,036	\$ 0.0079	\$ 4,593,981
(52)				\$ 109,214,359	\$ 114,562,619		\$ 107,869,365
(53) Competitive Transition Charge							
(54) First 80 Hours Use	1,493,455,009	kWh	\$ 0.0677	\$ 101,005,264	\$ 105,951,522		
(55) Next 80 Hrs Use-Summer	658,266,049	kWh	\$ 0.0323	\$ 21,256,443	\$ 22,297,377		
(56) Additional Use-Except	3,696,417,044	kWh	\$ 0.0207	\$ 76,577,872	\$ 80,327,914		
(57) Over 400 Hrs & 2000 kwh	151,907,550	kWh	\$ 0.0096	\$ 1,462,617	\$ 1,534,242		
(58) Space Heating	556,994,349	kWh	\$ 0.0164	\$ 9,191,452	\$ 9,641,560		
(59)				\$ 209,493,647	\$ 219,752,615		
(60) Electric Generation Charge							
(61) First 80 Hours Use	1,493,455,009	kWh	\$ 0.1052	\$ 157,167,898	\$ 164,864,457		
(62) Next 80 Hrs Use-Summer	658,266,049	kWh	\$ 0.0573	\$ 37,722,742	\$ 39,570,036		
(63) Additional Use-Except	3,696,417,044	kWh	\$ 0.0416	\$ 153,798,813	\$ 161,330,388		
(64) Over 400 Hrs & 2000 kwh	151,907,550	kWh	\$ 0.0266	\$ 4,035,950	\$ 4,233,591		
(65) Space Heating	556,994,349	kWh	\$ 0.0359	\$ 19,991,045	\$ 20,970,013		
(66)				\$ 372,716,448	\$ 390,968,485		
(67)							
(68) Total Revenue				\$ 761,516,000	\$ 798,807,668		

**Joint Petition for Approval of Full Settlement of PECO Energy's Restructuring Case at Docket No. R-00973953
 Proof of Revenue - 12 Months Ending 12/31/96
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Electric PA PUC No. 3

	<u>Billing Determinants</u> (4)	<u>Pricing</u> (5)=(6)/(4)	<u>Revenue</u> (6)	<u>Growth Ratio</u> (7)=(6)x1.049	New Pricing For Distribution	New Distribution Revenue @ 0.93669
(12) Fixed Distribution Charge (13)	1,182,948 Bills	\$ 4.58	\$ 5,417,900	\$ 5,683,216		
(14) Transmission Charge (15)	375,823,000 kWh	\$ 0.0005	\$ 178,554	\$ 187,298		
(16) Variable Distribution Charge (17)	375,823,000 kWh	\$ 0.0365	\$ 13,704,643	\$ 14,375,764	\$ 0.0342	\$ 13,465,686
(18) Competitive Transition Charge (19)	375,823,000 kWh	\$ 0.0005	\$ 228,056	\$ 239,224		
(20) Electric Generation Charges (21)	375,823,000 kWh	\$ 0.0173	\$ 6,483,846	\$ 6,801,362		
(22) Total Revenue			\$ 26,013,000	\$ 27,286,864		

**Joint Petition for Approval of Full Settlement of PECO Energy's Restructuring Case at Docket No. R-00973953
 Proof of Revenue - 12 Months Ending 12/31/96
 Off-Peak Thermal Storage Provision**

	<u>On-Peak</u>	New Dist Pricing	<u>Off-Peak</u>	New Dist Pricing
Transmission	0.25 ¢/kWh		0.16 ¢/kWh	
Distribution	2.17 ¢/kWh	2.04	1.41 ¢/kWh	1.33
CTC	1.28 ¢/kWh		0.84 ¢/kWh	
Market Energy	2.67 ¢/kWh		1.74 ¢/kWh	
Bundled	<u>6.37 ¢/kWh</u>		<u>4.15 ¢/kWh</u>	

Night Service GS Rider

		New Dist Pricing
Fixed Distribution Charge	\$ 8.97	
Demand Charge	\$ 0.47 per kW	\$ 0.44

Rate GS Minimum Charge

		New Dist Pricing
Variable Distribution	\$ 0.92 per kW	\$ 0.87
Transmission	\$ 0.33 per kW	
CTC	\$ 1.85 per kW	
Energy and Capacity	<u>\$ 3.07 per kW</u>	
	\$ 6.17	

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Electric PA PUC No. 3

	<u>Billing Determinants</u> (4)	<u>Pricing</u> (5)=(6)/(4)	<u>Revenue</u> (6)	<u>Growth Ratio</u> (7)=(6)x1.049	<u>New Pricing For</u> Distribution	<u>New Distribution</u> <u>Revenue @</u> 0.94503
(33) Fixed Distribution Charge	12,259 Bills	\$ 275.28	\$ 3,374,777	\$ 3,540,041		
(34)						
(35) Transmission Charge						
(36) Capacity Charge	2,814,280 kW	\$ 0.56	\$ 1,582,117	\$ 1,659,594		
(37) First 150 hrs use	435,697,564 kWh	\$ 0.0050	\$ 2,163,707	\$ 2,269,665		
(38) Next 150 hrs use	355,277,140 kWh	\$ 0.0029	\$ 1,043,154	\$ 1,094,238		
(39) Additional use	290,681,296 kWh	\$ 0.0009	\$ 272,267	\$ 285,600		
(40)			\$ 5,061,246	\$ 5,309,097		
(41) Variable Distribution Charge						
(42) Capacity Charge	2,814,280 kW	\$ 1.79	\$ 5,038,839	\$ 5,285,592	\$ 1.69	\$ 4,995,050
(43) First 150 hrs use	435,697,564 kWh	\$ 0.0158	\$ 6,891,128	\$ 7,228,589	\$ 0.0149	\$ 6,831,243
(44) Next 150 hrs use	355,277,140 kWh	\$ 0.0094	\$ 3,322,311	\$ 3,485,005	\$ 0.0088	\$ 3,293,439
(45) Additional use	290,681,296 kWh	\$ 0.0030	\$ 867,135	\$ 909,599	\$ 0.0028	\$ 859,600
(46)			\$ 16,119,413	\$ 16,908,786		\$ 15,979,333
(47) Competitive Transition Charge						
(48) Capacity Charge	2,814,280 kW	\$ 2.92	\$ 8,201,810	\$ 8,603,455		
(49) First 150 hrs use	435,697,564 kWh	\$ 0.0267	\$ 11,638,430	\$ 12,208,368		
(50) Next 150 hrs use	355,277,140 kWh	\$ 0.0162	\$ 5,751,580	\$ 6,033,236		
(51) Additional use	290,681,296 kWh	\$ 0.0058	\$ 1,692,738	\$ 1,775,632		
(52)			\$ 27,284,558	\$ 28,620,691		
(53) Night Service Rider						
(54) Fixed Distribution Charge	3,432 Bills	\$ 11.21	\$ 38,473	\$ 40,357		
(55) Demand Charge	16,617 kW	\$ 0.86	\$ 14,291	\$ 14,991	\$ 0.81	\$ 14,167
(56)			\$ 52,764	\$ 55,348		
(57) Electric Generation Charge						
(58) Capacity Charge	2,814,280 kW	\$ 3.98	\$ 11,209,328	\$ 11,758,252		
(59) First 150 hrs use	435,697,564 kWh	\$ 0.0502	\$ 21,874,386	\$ 22,945,581		
(60) Next 150 hrs use	355,277,140 kWh	\$ 0.0358	\$ 12,727,275	\$ 13,350,534		
(61) Additional use	290,681,296 kWh	\$ 0.0217	\$ 6,295,252	\$ 6,603,533		
(62)			\$ 52,106,242	\$ 54,657,900		
(63)						
(64) Total Revenue			\$ 103,999,000	\$ 109,091,862		

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Electric PA PUC No. 3

	<u>Billing Determinants</u> (4)	<u>Pricing</u> (5)=(6)/(4)	<u>Revenue</u> (6)	<u>Growth Ratio</u> (7)=(6)x1.049	<u>New Pricing For</u> <u>Distribution</u>	<u>New Distribution</u> <u>Revenue @</u> 0.95102
(33) Fixed Distribution Charge	27,747 Bills	\$ 286.86	\$ 7,959,474	\$ 8,349,252		
(34)						
(35) Transmission Charge						
(36) Capacity Charge	24,898,251 kW	\$ 0.79	\$ 19,719,147	\$ 20,684,799		
(37) First 150 hrs use	2,130,931,747 kWh	\$ 0.0042	\$ 9,006,974	\$ 9,448,048		
(38) Next 150 hrs use	5,099,537,202 kWh	\$ 0.0025	\$ 12,723,737	\$ 13,346,822		
(39) Additional use	6,232,767,691 kWh	\$ 0.0008	\$ 4,874,003	\$ 5,112,685		
(40)			\$ 46,323,861	\$ 48,592,355		
(41) Variable Distribution Charge						
(42) Capacity Charge	24,898,251 kW	\$ 1.66	\$ 41,228,329	\$ 43,247,292	\$ 1.57	\$ 41,129,183
(43) First 150 hrs use	2,130,931,747 kWh	\$ 0.0088	\$ 18,831,570	\$ 19,753,757	\$ 0.0084	\$ 18,786,284
(44) Next 150 hrs use	5,099,537,202 kWh	\$ 0.0052	\$ 26,602,490	\$ 27,905,222	\$ 0.0050	\$ 26,538,517
(45) Additional use	6,232,767,691 kWh	\$ 0.0016	\$ 10,190,452	\$ 10,689,481	\$ 0.0016	\$ 10,165,946
(46)			\$ 96,852,840	\$ 101,595,753		\$ 96,619,929
(47) Competitive Transition Charge						
(48) Capacity Charge	24,898,251 kW	\$ 4.46	\$ 111,144,341	\$ 116,587,113		
(49) First 150 hrs use	2,130,931,747 kWh	\$ 0.0248	\$ 52,677,637	\$ 55,257,277		
(50) Next 150 hrs use	5,099,537,202 kWh	\$ 0.0150	\$ 76,288,933	\$ 80,024,825		
(51) Additional use	6,232,767,691 kWh	\$ 0.0053	\$ 33,061,244	\$ 34,680,263		
(52)			\$ 273,172,155	\$ 286,549,478		
(53) Night Service Rider						
(54) Customer Charge	3,840 Bills	\$ 11.21	\$ 43,046	\$ 45,154		
(55) Demand Charge	525,737 kW	\$ 0.91	\$ 478,421	\$ 501,849	\$ 0.87	\$ 477,270
(56)			\$ 521,467	\$ 547,003		
(57) Electric Generation						
(58) Capacity Charge	24,898,251 kW	\$ 5.85	\$ 145,609,869	\$ 152,740,428		
(59) First 150 hrs use	2,130,931,747 kWh	\$ 0.0451	\$ 96,138,061	\$ 100,845,971		
(60) Next 150 hrs use	5,099,537,202 kWh	\$ 0.0323	\$ 164,859,386	\$ 172,932,600		
(61) Additional use	6,232,767,691 kWh	\$ 0.0197	\$ 122,652,136	\$ 128,658,448		
(62)			\$ 529,259,452	\$ 555,177,447		
(63)						
(64) Base Revenue			\$ 954,089,249	\$ 1,000,811,287		

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(37)	High Voltage Discount								
(38)	>66 kV			\$ (180)	\$ (189)			\$ (180)	
(39)	66 kV			\$ (8,983)	\$ (9,423)			\$ (8,961)	
(40)	33 kV			\$ (611,242)	\$ (641,175)			\$ (609,772)	
(41)				\$ (620,405)	\$ (650,786)			\$ (618,913)	
(42)	HT Auxiliary Service Rider								
(43)	Firm kW								
(44)	Transmission	314,340 kW	\$ 0.15	\$ 47,706	\$ 50,042				
(45)	Distribution	314,340 kW	\$ 0.33	\$ 103,727	\$ 108,806	\$	0.31	\$	103,477
(46)	Competitive Transition Charge	314,340 kW	\$ 0.84	\$ 264,046	\$ 276,976				
(47)	Electric Generation	314,340 kW	\$ 1.68	\$ 528,596	\$ 554,481				
(48)			\$ 3.00	\$ 944,074	\$ 990,306				
(49)									
(50)	Firm kWh								
(51)	Transmission	46,820,419 kWh	\$ 0.0040	\$ 185,460	\$ 194,542				
(52)	Distribution	46,820,419 kWh	\$ 0.0086	\$ 403,243	\$ 422,990	\$	0.0082	\$	402,274
(53)	Competitive Transition Charge	46,820,419 kWh	\$ 0.0218	\$ 1,022,392	\$ 1,072,458				
(54)	Electric Generation	46,820,419 kWh	\$ 0.0439	\$ 2,054,944	\$ 2,155,575				
(55)			\$ 0.0783	\$ 3,666,039	\$ 3,845,566				
(56)									
(57)	Interruptable kWh								
(58)	Transmission	35,721,342 kWh	\$ 0.0008	\$ 28,577	\$ 29,977				
(59)	Distribution	35,721,342 kWh	\$ 0.0016	\$ 57,154	\$ 59,953	\$	0.0015	\$	57,017
(60)	Competitive Transition Charge	35,721,342 kWh	\$ 0.0053	\$ 189,323	\$ 198,594				
(61)	Electric Generation	35,721,342 kWh	\$ 0.0197	\$ 703,710	\$ 738,171				
(62)			\$ 0.0274	\$ 978,765	\$ 1,026,695				
(63)									
(64)	Curtailment Rider			\$ (286,778)	\$ (300,822)				
(65)									
(66)	LILR								
(67)	Transmission	652,934,600 kWh	\$ 0.0052	\$ 3,395,260	\$ 3,561,527				
(68)	Distribution	652,934,600 kWh	\$ 0.0052	\$ 3,395,260	\$ 3,561,527	\$	0.0049	\$	3,387,095
(69)	Electric Generation			\$ 19,377,590	\$ 20,326,517				
(70)				\$ 26,168,110	\$ 27,449,570				
(71)									
(72)	Adjusted Base Revenue			\$ 984,939,054	\$ 1,033,171,817				

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	Quantity	Monthly Bundled Charge	Annual Bundled Revenue	Monthly Unbundled Charges					Annual Unbundled Revenue					New Distribution Revenue 0.95471
				Trans.	Dist.	CTC	Elec. Gen.	New Pricing for Distribution	Trans.	Dist.	CTC	Elec. Gen.	Total	
Mercury Vapor														
Company Pole														
4000 Lumens	527	\$12.72	\$80,441	\$0.08	\$11.18	\$0.01	\$1.48	\$ 10.28	\$ 379	\$ 70,692	\$ 32	\$ 9,337	\$ 80,441	\$ 67,491
8000 Lumens	270	\$17.27	\$55,955	\$0.09	\$15.15	\$0.02	\$2.00	\$ 13.90	\$ 292	\$ 49,094	\$ 75	\$ 6,495	\$ 55,955	\$ 46,870
12000 Lumens	378	\$21.30	\$96,817	\$0.11	\$18.67	\$0.04	\$2.47	\$ 17.13	\$ 499	\$ 84,700	\$ 203	\$ 11,215	\$ 98,617	\$ 80,864
20000 Lumens	984	\$27.48	\$324,484	\$0.14	\$24.10	\$0.05	\$3.19	\$ 22.11	\$ 1,853	\$ 284,521	\$ 648	\$ 37,684	\$ 324,484	\$ 271,835
22000 Lumens	41	\$29.72	\$14,822	\$0.18	\$26.08	\$0.05	\$3.45	\$ 23.90	\$ 79	\$ 12,819	\$ 27	\$ 1,697	\$ 14,822	\$ 12,239
Customer Pole														
4000 Lumens	346	\$11.45	\$47,540	\$0.08	\$10.01	\$0.05	\$1.33	\$ 9.18	\$ 249	\$ 41,582	\$ 212	\$ 5,518	\$ 47,540	\$ 39,679
8000 Lumens	141	\$16.05	\$27,157	\$0.09	\$14.03	\$0.07	\$1.66	\$ 12.87	\$ 152	\$ 23,739	\$ 113	\$ 3,152	\$ 27,157	\$ 22,664
12000 Lumens	228	\$20.21	\$54,810	\$0.11	\$17.67	\$0.08	\$2.35	\$ 18.21	\$ 298	\$ 47,921	\$ 228	\$ 6,362	\$ 54,810	\$ 45,751
20000 Lumens	988	\$28.05	\$302,597	\$0.14	\$22.78	\$0.11	\$3.02	\$ 20.90	\$ 1,828	\$ 284,812	\$ 1,234	\$ 35,124	\$ 302,597	\$ 252,628
22000 Lumens	11	\$28.29	\$3,734	\$0.18	\$24.74	\$0.11	\$3.28	\$ 22.70	\$ 21	\$ 3,268	\$ 14	\$ 433	\$ 3,734	\$ 3,118
Sodium Vapor														
Company Pole														
5800 Lumens	51	\$17.39	\$10,643	\$0.09	\$15.28	\$0.02	\$2.02	\$ 14.00	\$ 55	\$ 9,340	\$ 13	\$ 1,235	\$ 10,643	\$ 8,917
25000 Lumens	131	\$27.70	\$43,544	\$0.14	\$24.29	\$0.08	\$3.22	\$ 22.28	\$ 220	\$ 38,177	\$ 93	\$ 5,054	\$ 43,544	\$ 36,448
50000 Lumens	484	\$30.41	\$178,821	\$0.16	\$28.68	\$0.08	\$3.53	\$ 24.45	\$ 929	\$ 154,818	\$ 375	\$ 20,501	\$ 178,821	\$ 147,804
50000 Lumens	468	\$32.84	\$183,308	\$0.17	\$28.61	\$0.08	\$3.79	\$ 28.24	\$ 955	\$ 160,649	\$ 425	\$ 21,277	\$ 183,308	\$ 153,373
Customer Pole														
5800 Lumens	23	\$18.15	\$4,457	\$0.09	\$14.12	\$0.07	\$1.87	\$ 12.95	\$ 25	\$ 3,897	\$ 18	\$ 517	\$ 4,457	\$ 3,721
25000 Lumens	41	\$28.27	\$12,925	\$0.14	\$22.97	\$0.11	\$3.05	\$ 21.07	\$ 69	\$ 11,301	\$ 54	\$ 1,500	\$ 12,925	\$ 10,789
50000 Lumens	163	\$28.88	\$58,685	\$0.16	\$25.34	\$0.12	\$3.38	\$ 23.25	\$ 313	\$ 49,565	\$ 227	\$ 6,580	\$ 58,685	\$ 47,320
50000 Lumens	203	\$31.21	\$78,028	\$0.17	\$27.29	\$0.13	\$3.62	\$ 25.04	\$ 414	\$ 68,478	\$ 310	\$ 8,825	\$ 78,028	\$ 63,468
Standard Metal Halide														
Company Pole														
36000 Lumens	191	\$32.14	\$73,885	\$0.17	\$28.17	\$0.07	\$3.73	\$ 25.84	\$ 390	\$ 64,563	\$ 162	\$ 8,551	\$ 73,885	\$ 61,639
110000 Lumens	41	\$58.30	\$27,700	\$0.30	\$49.29	\$0.18	\$8.53	\$ 45.22	\$ 148	\$ 24,250	\$ 87	\$ 3,215	\$ 27,700	\$ 23,152
Customer Pole														
36000 Lumens	115	\$30.75	\$42,435	\$0.17	\$28.89	\$0.12	\$3.57	\$ 24.87	\$ 235	\$ 37,108	\$ 167	\$ 4,928	\$ 42,435	\$ 35,428
110000 Lumens	18	\$54.91	\$11,861	\$0.30	\$48.01	\$0.23	\$8.37	\$ 44.05	\$ 65	\$ 10,370	\$ 49	\$ 1,377	\$ 11,861	\$ 9,900
Standard High Pressure Sodium Vapor														
Company Pole														
5800 Lumens	19	\$19.55	\$4,223	\$0.10	\$17.18	\$0.02	\$2.27	\$ 15.74	\$ 22	\$ 3,708	\$ 5	\$ 490	\$ 4,223	\$ 3,538
9500 Lumens	11	\$20.87	\$2,728	\$0.11	\$18.14	\$0.02	\$2.40	\$ 16.84	\$ 15	\$ 2,394	\$ 3	\$ 317	\$ 2,728	\$ 2,286
18000 Lumens	9	\$22.59	\$2,440	\$0.12	\$19.82	\$0.03	\$2.82	\$ 18.18	\$ 13	\$ 2,140	\$ 3	\$ 283	\$ 2,440	\$ 2,043
25000 Lumens	72	\$28.54	\$22,931	\$0.14	\$23.27	\$0.05	\$3.08	\$ 21.35	\$ 121	\$ 20,104	\$ 44	\$ 2,862	\$ 22,931	\$ 19,193
50000 Lumens	203	\$32.20	\$78,439	\$0.17	\$28.22	\$0.07	\$3.74	\$ 25.89	\$ 414	\$ 68,739	\$ 181	\$ 9,105	\$ 78,439	\$ 65,626
Customer Pole														
5800 Lumens	2	\$18.18	\$438	\$0.10	\$15.88	\$0.07	\$2.11	\$ 14.57	\$ 2	\$ 381	\$ 2	\$ 51	\$ 438	\$ 364
9500 Lumens	7	\$19.28	\$1,820	\$0.11	\$16.88	\$0.07	\$2.24	\$ 15.47	\$ 8	\$ 1,416	\$ 6	\$ 188	\$ 1,820	\$ 1,352
18000 Lumens	2	\$21.20	\$509	\$0.12	\$18.54	\$0.08	\$2.48	\$ 17.01	\$ 3	\$ 445	\$ 2	\$ 59	\$ 509	\$ 425
25000 Lumens	23	\$25.14	\$8,939	\$0.14	\$21.88	\$0.10	\$2.82	\$ 20.16	\$ 39	\$ 6,066	\$ 28	\$ 805	\$ 8,939	\$ 5,792
50000 Lumens	34	\$30.80	\$12,568	\$0.17	\$28.93	\$0.12	\$3.58	\$ 24.71	\$ 69	\$ 10,987	\$ 51	\$ 1,459	\$ 12,568	\$ 10,490
	6,202		\$1,880,858						\$ 9,772	\$1,829,820	\$ 5,090	\$215,974	\$1,880,858	\$ 1,558,004
									\$ 10,251	\$1,709,633	\$ 5,339	\$228,550	\$1,951,773	\$ 1,632,202

Joint Petition for Approval of Full Settlement of PECO Energy's Restructuring Case at Docket No. R-00973953
Proof of Revenue - 12 Months Ending 12/31/96
Rate SL-P

Electric PA PUC No. 3

	<u>Billing Determinants</u> (4)	<u>Pricing</u> (5)=(6)/(4)	<u>Revenue</u> (6)	<u>Growth Ratio</u> (7)=(6)x1.049	New Pricing For Distribution	New Distribution Revenue @ 0.95463
(27) Facilities Charge						
(28) City Control	93,161	\$ 8.64	\$ 9,658,903	\$ 10,131,902	\$ 8.25	\$ 9,672,217
(29) Company Control - Aerial	-	\$ 9.24	\$ -	\$ -		
(30) Company Control - Underground	-	\$ 12.89	\$ -	\$ -		
(31) Transmission Charge			\$ 9,658,903	\$ 10,131,902		
(32) Capacity Charge	179,516,200 W	\$ 0.0002	\$ 43,146	\$ 45,259		
(34) Energy Charge	88,803,000 kWh	\$ 0.0012	\$ 110,409	\$ 115,816		
(35) Variable Distribution Chg.			\$ 153,555	\$ 161,075		
(37) Capacity Charge	179,516,200 W	\$ 0.0015	\$ 271,090	\$ 284,366	\$ 0.0014	\$ 271,464
(38) Energy Charge	88,803,000 kWh	\$ 0.0078	\$ 693,714	\$ 727,685	\$ 0.0075	\$ 694,670
(39) CTC Charge			\$ 964,804	\$ 1,012,051		\$ 966,134
(41) Capacity Charge	179,516,200 W	\$ 0.0008	\$ 129,407	\$ 135,744		
(42) Energy Charge	88,803,000 kWh	\$ 0.0049	\$ 429,770	\$ 450,816		
(43) Outage Allowance			\$ 559,177	\$ 586,560		
(44) Electric Generation Charge						
(45) Capacity Charge	179,516,200 W	\$ 0.0012	\$ 220,567	\$ 231,368		
(49) Energy Charge	88,803,000 kWh	\$ 0.0245	\$ 2,176,142	\$ 2,282,708		
(50) Total Revenue			\$ 2,396,709	\$ 2,514,076		
(51) Total Revenue			\$ 13,724,532	\$ 14,396,626		

Joint Petition for Approval of Full Settlement of PECO Energy's Restructuring Case at Docket No. R-00973953

Proof of Revenue - 12 Months Ending 12/31/96

Rate SL-S

Quantity	Annual Bundled Charge	Annual Bundled Revenue	Annual Unbundled Charges					Annual Unbundled Revenue					New Distribution Revenue @ 0.95463	
			Trans.	Dist.	CTC	Elec. Gen.	New Pricing for Distribution	Trans.	Dist.	CTC	Elec. Gen.	Total		
Incandescent														
320 Lumens	164	\$99.26	\$ 16,279	\$1.57	\$74.27	\$8.82	\$16.60	\$68.13	\$ 257	\$ 12,180	\$ 1,119	\$ 2,722	\$ 16,279	\$ 11,628
600 Lumens	21	\$138.30	\$ 2,904	\$2.18	\$103.49	\$9.51	\$23.12	\$94.94	\$ 46	\$ 2,173	\$ 200	\$ 486	\$ 2,904	\$ 2,075
1000 Lumens	1,532	\$194.00	\$ 297,208	\$3.06	\$145.16	\$13.34	\$32.44	\$133.16	\$ 4,688	\$ 222,385	\$ 20,443	\$ 49,692	\$ 297,208	\$ 212,295
2500 Lumens	342	\$266.96	\$ 91,300	\$4.22	\$199.76	\$18.35	\$44.63	\$183.25	\$ 1,443	\$ 68,318	\$ 6,274	\$ 15,265	\$ 91,300	\$ 65,218
6000 Lumens	39	\$304.58	\$ 11,879	\$4.81	\$227.91	\$20.94	\$50.92	\$209.07	\$ 188	\$ 8,888	\$ 816	\$ 1,986	\$ 11,879	\$ 8,485
10000 Lumens	-	\$364.64	\$ -	\$5.78	\$272.85	\$25.06	\$60.97	\$260.47	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Mercury Vapor														
4000 Lumens	8,493	\$228.29	\$1,938,867	\$3.60	\$170.82	\$15.70	\$38.17	\$156.70	\$30,575	\$1,450,774	\$133,347	\$324,171	\$1,938,867	\$ 1,384,952
8000 Lumens	4,692	\$241.10	\$1,131,241	\$3.81	\$180.41	\$16.57	\$40.31	\$165.50	\$17,877	\$ 846,484	\$ 77,742	\$189,139	\$1,131,241	\$ 808,079
12000 Lumens	1,330	\$257.08	\$ 341,916	\$4.06	\$192.38	\$17.68	\$42.98	\$176.46	\$ 5,400	\$ 255,839	\$ 23,511	\$ 57,167	\$ 341,916	\$ 244,231
20000 Lumens	2,086	\$301.99	\$ 629,951	\$4.77	\$225.97	\$20.76	\$50.49	\$207.29	\$ 9,950	\$ 471,373	\$ 43,302	\$105,325	\$ 629,951	\$ 449,987
42000 Lumens	130	\$430.18	\$ 55,923	\$6.79	\$321.89	\$29.58	\$71.92	\$295.28	\$ 883	\$ 41,846	\$ 3,845	\$ 9,350	\$ 55,923	\$ 39,947
59000 Lumens	135	\$484.90	\$ 65,462	\$7.66	\$362.83	\$33.34	\$81.07	\$332.84	\$ 1,034	\$ 48,982	\$ 4,500	\$ 10,945	\$ 65,462	\$ 46,760
Sodium Vapor														
5800 Lumens	444	\$226.58	\$ 100,602	\$3.58	\$169.54	\$15.58	\$37.88	\$155.53	\$ 1,590	\$ 75,276	\$ 6,916	\$ 16,820	\$ 100,602	\$ 71,860
9500 Lumens	563	\$246.35	\$ 138,695	\$3.89	\$184.34	\$16.93	\$41.19	\$169.10	\$ 2,190	\$ 103,783	\$ 9,532	\$ 23,189	\$ 138,695	\$ 99,075
16000 Lumens	153	\$276.69	\$ 42,334	\$4.37	\$207.04	\$19.02	\$46.26	\$189.93	\$ 669	\$ 31,677	\$ 2,910	\$ 7,078	\$ 42,334	\$ 30,240
25000 Lumens	647	\$314.35	\$ 203,384	\$4.96	\$235.22	\$21.61	\$52.56	\$215.78	\$ 3,209	\$ 152,187	\$ 13,983	\$ 34,005	\$ 203,384	\$ 145,283
50000 Lumens	163	\$374.54	\$ 61,050	\$5.91	\$280.26	\$25.75	\$62.62	\$267.54	\$ 963	\$ 45,682	\$ 4,197	\$ 10,207	\$ 61,050	\$ 43,610
Total			\$5,128,995						\$80,961	\$3,837,849	\$352,638	\$857,547	\$5,128,995	\$ 3,663,725
									\$84,925	\$4,025,790	\$369,907	\$899,541	\$5,380,164	\$ 3,843,139

**Electric PA PUC No. 3 - Supplement 10
Rate SLE**

Electric PA PUC No. 3 - Supplement 10

	<u>Billing Determinants</u> (4)	<u>Pricing</u> (5)=(6)/(4)	<u>Revenue</u> (6)	<u>Growth Ratio</u> (7)=(6)x1.049	New Pricing For Distribution	New Distribution Revenue @ 0.95463
(23) Service Location Charge - Trans.	831,508	Locations	\$ -	\$ -		
(24) Service Location Charge - Dist	831,508	Locations	\$ 7.00	\$ 5,820,557	\$ 6,105,591	\$ 6.68
(25) Service Location Charge - CTC	831,508	Locations	\$ -	\$ -		\$ 5,828,580
(26)			\$ 5,820,557	\$ 6,105,591		
(27) Transmission Charge						
(28) Capacity Charge	136,607,992	Watt	\$ 0.00055	\$ 75,496	\$ 79,193	
(29) Energy Charge	47,017,000	kWh	\$ -	\$ -	\$ -	
(30)			\$ 75,496	\$ 79,193		
(31) Variable Distribution Charge						
(32) Capacity Charge	136,607,992	Watt	\$ -	\$ -	\$ -	
(33) Energy Charge	47,017,000	kWh	\$ -	\$ -	\$ -	
(34)			\$ -	\$ -		
(35) Competitive Transition Charge						
(36) Capacity Charge	136,607,992	Watt	\$ 0.00054	\$ 74,448	\$ 78,093	
(37) Energy Charge	47,017,000	kWh	\$ 0.00344	\$ 161,894	\$ 169,822	
(38)			\$ 236,342	\$ 247,916		
(39) Electric Generation Charge						
(40) Capacity Charge	136,607,992	Watt	\$ 0.00297	\$ 405,173	\$ 425,014	
(41) Energy Charge	47,017,000	kWh	\$ 0.03260	\$ 1,532,918	\$ 1,607,985	
(42)			\$ 1,938,091	\$ 2,032,999		
(43)						
(44) Total Revenue			\$ 8,070,485	\$ 8,217,784		

**Joint Petition for Approval of Full Settlement of PECO Energy's Restructuring Case at Docket No. R-00973953
 Proof of Revenue - 12 Months Ending 12/31/96
 Rate TL**

Electric PA PUC No. 3

	<u>Billing Determinants</u> (4)	<u>Pricing</u> (5)=(6)/(4)	<u>Revenue</u> (6)	<u>Growth Ratio</u> (7)=(6)x1.049	New Pricing For New Distribution Distribution	New Distribution Revenue @ 0.95463
(12) Transmission Charge (13)	39,681,000 kWh	\$ 0.0058	\$ 230,171	\$ 241,443		
(14) Variable Distribution Charge (15)	39,681,000 kWh	\$ 0.0211	\$ 837,165	\$ 878,161	\$ 0.0201	\$ 838,319
(16) Competitive Transition Charge (17)	39,681,000 kWh	\$ 0.0314	\$ 1,247,162	\$ 1,308,235		
(18) Unaccounted for (19)			\$ 5,398	\$ 5,662		
(20) Market Generation (21)	39,681,000 kWh	\$ 0.0558	\$ 2,213,104	\$ 2,321,480		
(22) Total Revenue			\$ 4,533,000	\$ 4,754,982		

PECO ENERGY COMPANY
Compliance to 2/5/98 Order at Docket No. R-00973953
Proof of Revenue - 12 Months Ending 12/31/96
Rate EP

Electric PA PUC No. 3

	<u>Billing Determinants</u> (4)	<u>Pricing</u> (5)=(6)/(4)	<u>Revenue</u> (6)	<u>Growth Ratio</u> (7)=(6)x1.049	New Pricing For Distribution	New Distribution Revenue @ 0.95072
(21) Fixed Distribution Charge	465 Deliv. points	\$ 1,243.85	\$ 578,926	\$ 607,276		
(22)						
(23) Transmission Charge						
(24) Capacity Charge	1,770,350 kW	\$ 1.03	\$ 1,821,164	\$ 1,910,347		
(25) Energy Charge	638,800,000 kWh	\$ 0.0008	\$ 496,005	\$ 520,294		
(26)			\$ 2,317,169	\$ 2,430,642		
(27) Variable Distribution Charge						
(28) Capacity Charge	1,770,350 kW	\$ 2.98	\$ 5,283,838	\$ 5,542,589	\$ 2.84	\$ 5,269,467
(29) Energy Charge	638,800,000 kWh	\$ 0.0023	\$ 1,439,085	\$ 1,509,557	\$ 0.0021	\$ 1,435,171
(30)			\$ 6,722,923	\$ 7,052,146		\$ 6,704,637
(31) Competitive Transition Charge						
(32) Capacity Charge	1,770,350 kW	\$ 5.28	\$ 9,335,562	\$ 9,792,727		
(33) Energy Charge	638,800,000 kWh	\$ 0.0048	\$ 3,103,734	\$ 3,255,725		
(34)			\$ 12,439,296	\$ 13,048,452		
(35) Electric Generation Charge						
(36) Capacity Charge	1,770,350 kW	\$ 7.17	\$ 12,699,389	\$ 13,321,282		
(37) Energy Charge	638,800,000 kWh	\$ 0.0195	\$ 12,464,296	\$ 13,074,677		
(38)			\$ 25,163,686	\$ 26,395,959		
(39)						
(40) Total Revenue			\$ 47,222,000	\$ 49,534,476		

Joint Petition for Approval of Full Settlement of PECO Energy's Restructuring Case at Docket No. R-00973953
Proof of Revenue - 12 Months Ending 12/31/96
Rate AL

	<u>Billing Determinants</u> (4)	<u>Pricing</u> (5)=(6)/(4)	<u>Revenue</u> (6)	<u>Growth Ratio</u> (7)=(6)x1.049	New Pricing For Distribution	New Distribution Revenue @ 0.95463
(10) Transmission Charge	31,472 kWh	\$ 0.0007	\$ 22	\$ 23		
(11)						
(12) Variable Distribution Charge	31,472 kWh	\$ 0.1112	\$ 3,499	\$ 3,670	\$ 0.1061	\$ 3,504
(13)						
(14) CTC Charge	31,472 kWh	\$ 0.0004	\$ 15	\$ 15		
(15)						
(16) Market Generation	31,472 kWh	\$ 0.0148	\$ 464	\$ 487		
(17)						
(18) Total Revenues			\$ 4,000	\$ 4,196		

**Joint Petition for Approval of Full Settlement of PECO Energy's Restructuring Case at Docket No. R-00973953
 Proof of Revenue - 12 Months Ending 12/31/96
 Auxiliary Service Rider**

	Bundled	Trans.	Dist.	CTC	Energy	New Dist Pricing	
FIRM BACK-UP POWER							
Demand Charge (\$/kW)							
All Customers	\$3.00	\$ 0.15	\$ 0.33	\$ 0.84	\$ 1.68	\$ 0.31	(a)
Energy Charge (\$/kWh)							
High Tension Voltage	\$ 0.0783	\$ 0.0040	\$ 0.0086	\$ 0.0218	\$ 0.0439	\$ 0.0082	(a)
Primary Voltage	\$ 0.0988	\$ 0.0048	\$ 0.0186	\$ 0.0259	\$ 0.0495	\$ 0.0177	(a)
Secondary Voltage	\$ 0.1245	\$ 0.0063	\$ 0.0230	\$ 0.0343	\$ 0.0609	\$ 0.0217	(b)
INTERRUPTIBLE BACK-UP POWER							
Energy Charge (\$/kWh)-							
High Tension Voltage	\$ 0.0274	\$ 0.0008	\$ 0.0016	\$ 0.0053	\$ 0.0197	\$ 0.0015	(a)
Primary Voltage	\$ 0.0314	\$ 0.0009	\$ 0.0030	\$ 0.0058	\$ 0.0217	\$ 0.0029	(a)
Secondary Voltage	\$ 0.0637	\$ 0.0030	\$ 0.0084	\$ 0.0164	\$ 0.0359	\$ 0.0079	(b)

(a) refer to Rate HT multiplier
 (b) refer to Rate GS multiplier

**Joint Petition for Approval of Full Settlement of PECO Energy's Restructuring Case at Docket No. R-00973953
 Proof of Revenue - 12 Months Ending 12/31/96
 Employment and Economic Recovery Rider**

	Bundled (¢/kWh)	Tran (¢/kWh)	Dist (¢/kWh)	CTC (¢/kWh)	Energy (¢/kWh)	New Distr Pricing
Existing Location						
Years						
1-5	0.050	0.003	0.006	0.013	0.028	0.0057
6	0.040	0.002	0.004	0.012	0.022	0.0038
7	0.030	0.002	0.003	0.008	0.017	0.0029
8	0.020	0.001	0.002	0.006	0.011	0.0019
9	0.010	0.001	0.001	0.002	0.006	0.0010
New Service Location						
Years						
1-5	1.000	0.051	0.110	0.278	0.561	0.1046
6	0.800	0.041	0.088	0.223	0.448	0.0837
7	0.600	0.030	0.066	0.168	0.336	0.0628
8	0.400	0.020	0.044	0.112	0.224	0.0418
9	0.200	0.010	0.022	0.056	0.112	0.0209
Accelerated						
Years						
1-4	1.35	0.069	0.149	0.375	0.757	0.142

**Joint Petition for Approval of Full Settlement of PECO Energy's Restructuring Case at Docket No. R-00973953
 Proof of Revenue - 12 Months Ending 12/31/96
 Seasonal Capacity Charge Service Rider**

	<u>Summer</u>	<u>New Dist Pricing</u>	<u>Winter</u>	<u>New Dist Pricing</u>
Transmission	1.49		0.37	
Distribution	3.14	\$ 2.99	0.79	\$ 0.75
CTC	8.48		2.12	
Market Energy	10.96		2.74	
Bundled	24.07		6.02	

Cooling Thermal Storage HT Rider

		<u>New Dist Pricing</u>
Billing and Metering Charge	11.21	
Off Peak Charge per kW of off-peak billing demand per month	0.91	0.87

Joint Petition for Approval of Full Settlement of PECO Energy's Restructuring Case at Docket No. R-00973953
Proof of Revenue - 12 Months Ending 12/31/96
Suburban Street Lighting Rider

Electric PA PUC No. 3

	<u>Billing Determinants</u> (4)	<u>Pricing</u> (5)=(6)/(4)	<u>Revenue</u> (6)	<u>Growth Ratio</u> (7)=(6)x1.049	New Pricing For Distribution	New Distribution Revenue @ 0.95463
(23) Service Location Charge - Trans.	831,508 Locations	\$ 0.09	\$ 75,496	\$ 79,193		
(24) Service Location Charge - Dist	831,508 Locations	\$ 9.53	\$ 7,922,340	\$ 8,310,299	\$ 9.10	\$ 7,933,260
(25) Service Location Charge - CTC	831,508 Locations	\$ 0.28	\$ 236,342	\$ 247,916		
(26) Transmission Charge			\$ 8,234,177	\$ 8,637,408		
(27) Capacity Charge	136,607,992 Watt	\$ -	\$ -	\$ -		
(28) Energy Charge	47,017,000 kWh	\$ -	\$ -	\$ -		
(29) Variable Distribution Charge			\$ -	\$ -		
(30) Capacity Charge	136,607,992 Watt	\$ -	\$ -	\$ -		
(31) Energy Charge	47,017,000 kWh	\$ -	\$ -	\$ -		
(32) Competitive Transition Charge			\$ -	\$ -		
(33) Capacity Charge	136,607,992 Watt	\$ -	\$ -	\$ -		
(34) Energy Charge	47,017,000 kWh	\$ -	\$ -	\$ -		
(35) Capacity Charge	136,607,992 Watt	\$ -	\$ -	\$ -		
(36) Energy Charge	47,017,000 kWh	\$ -	\$ -	\$ -		
(37) Electric Generation Charge			\$ -	\$ -		
(38) Capacity Charge	136,607,992 Watt	\$ 0.00297	\$ 405,173	\$ 425,015		
(39) Energy Charge	47,017,000 kWh	\$ 0.01871	\$ 879,649	\$ 922,726		
(40)			\$ 1,284,823	\$ 1,347,741		
(41)			\$ 9,519,000	\$ 9,985,148		
(42) Total Revenue			\$ 9,519,000	\$ 9,985,148		

APPENDIX B

NUCLEAR DECOMMISSIONING AND WASTE STORAGE AGREEMENT

APPENDIX B

NUCLEAR MONITORING AND WASTE STORAGE AGREEMENT

This Settlement Agreement (the "Agreement") is made between Eric J. Epstein ("Mr. Epstein"), and PECO Energy Company, its successors and assigns ("PECO"), and is based on the following recitals, all of which are hereby agreed to be true:

RECITALS

A. PECO Energy Company has ownership interests in Peach Bottom Nuclear Station Units 1, 2, and 3; Limerick Nuclear Station Units 1 and 2, and Salem Nuclear Station Units 1 and 2 ("PECO Nuclear Plants").

B. PECO has made a filing at the Pennsylvania Public Utility Commission, in Docket No. A-110550F0147, in which it has requested authorization to transact a corporate restructuring and a merger with Unicom Corporation ("PECO Merger Proceeding"). As a result of that filing, PECO intends to create a parent holding company ("Exelon"), as contemplated by the Amended and Restated Agreement and Plan of Exchange and Merger, dated as of January 7, 2000 Among PECO Energy Company, NewHoldco Corporation and Unicom Corporation, or any successor agreement thereto. In that connection, PECO intends to transfer its ownership interest in the PECO Nuclear Plants to an affiliated electric generation company ("Exelon GENCO"); file one or more applications to extend or renew one or more of the operating licenses of the various nuclear generating units included in the PECO Nuclear Plants; and file one or more applications to enlarge or otherwise expand the radioactive waste storage capacity located at any one or more of the PECO Nuclear Plants nuclear station sites (the proceedings initiated to address license extensions and storage capacity expansion shall be referred to herein as "Other Nuclear Application Proceedings").

C. Mr. Epstein has an interest in the continued safe operation of PECO Nuclear Plants, is an intervenor to the PECO Merger Proceeding and is prepared to file, and to encourage

others to file a petition for leave to intervene and opposition in any one or more of the License Transfer Proceedings and the Other Nuclear Application Proceedings.

D. Through this Agreement, PECO and Mr. Epstein wish to resolve Mr. Epstein's concerns about the License Transfer Proceedings and the Other Nuclear Application Proceedings, and settle all possible claims and disputes of any nature between Mr. Epstein, on the one hand, and PECO, on the other hand, relating in any way to the the proposed corporate restructuring and merger with Unicom; all License Transfer Proceedings initiated in connection with the corporate restructuring or merger; and any of the Other Nuclear Application Proceedings filed within the five-year term of this Agreement

E. This Agreement is also intended in order to, among other things, provide for the payment by PECO of costs associated with certain Authorized Activities, as defined herein, related to the PECO Nuclear Plants which will be undertaken by or on behalf of Mr. Epstein in accordance with any statutory or regulatory requirements which are or may hereafter become applicable to this Agreement.

NOW, THEREFORE, recognizing that it is in the public interest to provide for the timely dissemination and availability of information regarding the operation of the PECO Nuclear Plants and the ability of the community living or working in the vicinity of those plants to monitor their environment, and in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby represent, warrant and agree as follows:

1. Term of Agreement. Except as otherwise provided in this Agreement, the term of this Agreement, and the parties' rights and obligations under this Agreement, shall be for a period of five (5) years, commencing on the Exelon Merger Effective Date, and ending on the fifth anniversary thereof, unless otherwise extended by mutual agreement of the parties hereto. The Exelon Merger Effective Date shall be the calendar date on which the corporate restructuring and merger involving PECO Energy Company and Unicom Corporation, as contemplated by the

Exelon Merger Agreement, becomes effective. PECO agrees to provide Mr. Epstein with notice identifying the Exelon Merger Effective Date.

2. Status of Petition for Leave to Intervene. Upon the execution of this Agreement, Mr. Epstein represents and warrants that he will neither 1) file, nor encourage others to file, a petition for leave to intervene or express opposition in any License Transfer Proceeding or any Other Nuclear Application Proceeding(s), nor 2) file, nor encourage others to file, a complaint, petition for leave to intervene in any proceeding, or express opposition before any agency or court related to any License Transfer Proceeding or Other Nuclear Application Proceeding(s), either on his own behalf or on behalf of any group with which he is affiliated.

3. Absence of Contested Proceeding. This Agreement and all of PECO's performance obligations under this Agreement are absolutely conditioned upon the absence of any contested proceeding, before the NRC or before any reviewing court, challenging any aspect of any proposed license transfer made in connection with the corporate restructuring or merger with Unicom. Notwithstanding this Agreement, in the event that a hearing is otherwise ordered by the NRC or a complaint or petition for review initiating a lawsuit is filed in any court which seeks to challenge any aspect of the proposed license transfer, this Agreement will become voidable at the option of PECO.

4. Recognition of EFMR Monitoring Group

(1) PECO recognizes that Mr. Epstein and the EFMR Monitoring Group at Peach Bottom, hereinafter referred to as the "Group," have a special interest in the continued safe operation of the Peach Bottom Atomic Power Station ("Peach Bottom"). For the purposes of maintaining continuity and enhancing community awareness of Peach Bottom during the term of this Agreement, PECO will recognize the Group.

(2) The Group shall report to a Board consisting of three (3) persons, and Mr. Epstein or his designee will be the Coordinator of the Group and the Board.

(3) Excluding Mr. Epstein, all Group members must live or work in the geographic vicinity of Peach Bottom (i.e., within a twenty-five (25) mile radius of Peach Bottom). Board members will be proposed by Mr. Epstein, PECO or other members of the community living or working in the geographic vicinity of Peach Bottom. All Board members must be approved by PECO and Mr. Epstein, but approval of proposed Board members will not be unreasonably withheld by either party.

(4) The Group will not be recognized or discussed in the Peach Bottom Technical Specifications or FSAR or in any other NRC-authorized or NRC-licensed program.

(5) At the end of the initial five year term of this Agreement, the Board may recommend that PECO continue its recognition of the Group. Based on any such recommendation, PECO may choose, in its absolute, unreviewable discretion, to continue recognition of the Group beyond the initial five year term of this Agreement.

5. Benefits to Which the Group is Entitled

(1) General Status. The Group is not generally entitled to any special benefits or privileges not available to the general public. The only benefits and privileges available to the Group are those specified in this Agreement.

(2) Reports, Etc.

(a) The Group will be entitled to receive from PECO copies of its Annual Radiation Environmental Operating Report(s) and its Annual Environmental Report within ten days of their issuance by PECO, or receipt by PECO, as applicable. PECO will also forward copies of the Exelon Annual Report to Shareholders and the Mason Dixon Report on a timely basis.

(b) The Group will also be placed on a mailing list for receipt of copies of all PECO press releases related to Peach Bottom and other information provided to the media relating to Peach Bottom in a timely manner.

(3) Annual Briefing. PECO will provide the Group with an annual briefing related to Peach Bottom. For the purposes of this Agreement, the annual briefing shall be scheduled to take place at the same time and location as the annual briefing to EFMR at Three Mile Island under the

certain "Settlement Agreement" dated January 9, 1999, between Mr. Epstein and AmerGen Energy Company, L.L.C., relating to Three Mile Island Unit 1 (TMI-1). Within thirty days prior to the scheduled date of such briefing, the Group will provide PECO with a list of the specific topics which it wants PECO to cover at the briefing. PECO will provide a general overview of Peach Bottom operations during the past year at the briefing and make a good faith effort to cover all of the designated topics, respond to specific questions at the briefing, and provide appropriate follow-up information to the Group.

(4) Certain NRC Meetings. Subject to applicable NRC restrictions and requirements, PECO will provide the Group with at least seventy-two hours advance notice of, and an opportunity to attend, any public meeting with the NRC with respect to Peach Bottom regarding the following subject areas: (a) core-shroud or core cooling system issues; (b) radioactive waste issues, including but not limited to, low level waste, high level waste, and spent fuel issues; (c) security issues; and (d) radiation monitoring.

(5) Other Information in the Event of NRC Shutdown Order. In the event that the NRC issues an Order requiring the shutdown of Peach Bottom, other than a generic Order affecting all plants or all plants of a specific class or type, PECO agrees to provide the Group with access to the following information, subject to the terms and conditions set forth below:

(a) Within a reasonable time after receipt of a written request from the Group, PECO shall make available for review by authorized Group representatives copies of any INPO Final Site Evaluation Reports relating to Peach Bottom or INPO Final Corporate Support Evaluation Reports relating to Peach Bottom which were given to PECO during the prior twelve (12) month period. The Group may review such reports once during the calendar year. PECO will excise from INPO Final Corporate Support Evaluation Reports any references to plants other than Peach Bottom. Authorized Group representatives shall include Mr. Epstein and other Group representative(s) specifically authorized by PECO. PECO's authorization may not be unreasonably withheld.

(b) Any review of INPO reports conducted by Group representatives pursuant to this Agreement shall be subject to the following conditions:

(i) Any review of INPO reports shall be made at PECO's offices in the presence of PECO representatives. The Group's representative(s) will not request or otherwise obtain copies of any or all of a report, but they may take notes while reviewing a report.

(ii) Any notes taken by the Group's representatives during a review of an INPO report may be viewed solely by Group personnel, and shall at all times remain in the physical custody, protection and control of the Group.

(iii) Neither the Group, nor the Group representative(s) who reviewed any INPO report, may disclose to any persons (other than members of the Group), or otherwise publicize any information obtained from any review of an INPO report. The Group, however, may make comments to the NRC which include factual information obtained from the review of an INPO report, may disseminate copies of any official written comments made to the NRC, and may publicly provide information necessary to explain those official written comments. The Group shall not, however, make statements stating or paraphrasing conclusions or observations in any INPO report, nor otherwise reveal confidential information contained in any INPO report.

(iv) Notwithstanding any provisions in Paragraph 5.(5)(b)(iii) immediately above, neither the Group nor its representative(s) may disclose to any persons, other than the members of the Group or the NRC, the names of any persons contained in any INPO report or any information from which identification of such persons could reasonably be made. In the event any comments made to the NRC pursuant to Paragraph 5.(5)(b)(iii) immediately above include the names of any persons contained in any INPO report, or any information from which identification of such persons could reasonably be made, the Group shall (x) request in advance that the NRC keep such names or information confidential pursuant to 10 CFR §§ 2.790, 9.17, and (y) not release any copies of its official written comments without excising those names or such information from the comments.

(v) Before any representative of the Group may review any INPO report pursuant to this Agreement or view any notes taken in connection with such a review by any Group representative(s), such person shall first advise PECO in writing that he or she has read and understands Paragraph 5.(5) of this Agreement and all subparts thereof and agrees to be bound thereby.

(6) Certain Equipment and Services. The Group will be entitled to the benefits discussed in Section 8 of this Agreement regarding certain equipment and services to be provided by PECO. Costs allocated to PECO under Section 8 will not be charged to the Group's budget.

(7) Budget.

(a) PECO will provide the Group with an annual budget to be used to defray the reasonable administrative expenses of the Group directly related to its expressed intent to monitor Peach Bottom activities through the appropriate use of Rad Alerts and Low-Volume Air Samplers. The annual operating budget will consist of thirteen thousand dollars (\$13,000.00) per year, indexed to inflation as described in Paragraph 5.(7)(d). Reasonable administrative expenses would include, for example, reasonable expenses for payments for statistician and/or newsletter editorial services, the purchase of computers, computer upgrades, printers, software, computer supplies, photocopying machine, facsimile machine, a dedicated telephone line and answering machine, file cabinets, batteries, and other office equipment and supplies (*e.g.*, pencils, pens, paper clips, envelopes, letterhead postage), service contracts for maintenance of such equipment, and reimbursement for reasonable expenses incurred in traveling related to the Group's monitoring activities. Any use of the budget for reimbursement for fuel expenses must be supported by a written log including, at a minimum, the date of trip, the points of origination and destination, and odometer readings before and after the trip. This listing of examples of expenses that are or are not covered by the Group's budget is not intended to be exhaustive. However, no part of the budget shall be used for the payment of salaries, benefits, or any other form of direct or indirect compensation for any member or agent of the Group or for the payment of legal fees or expenses, consultant fees or expenses, or expert fees or expenses, except that the Group may use part of the supplemental payment pursuant to Paragraph 5.(7)(b) for the purpose of compensating Mr. Epstein for his time and reasonable expenses in negotiating this Agreement. PECO reserves the right to determine whether specified expenses not listed above are reasonable administrative expenses. The Group will resolve any reasonable doubts regarding the allowance of any expense by seeking PECO's approval of the expense in advance. The Group will use all funds paid to the Group under this Section and all earnings accumulated or to be accumulated thereon (the "Funds") for the purposes described in this paragraph (the "Authorized Activities").

(b) Within thirty (30) days after the Exelon Merger Closing Date, PECO will pay Mr. Epstein on behalf of the Group, in the form of a check made out to Mr. Epstein the amount of twelve thousand eight hundred twelve dollars and ninety-seven cents (\$12,812.97), as a supplemental payment for purposes of funding the Group's continuation of activities pursuant to the Settlement Agreement dated September 14, 1992 between Mr. Epstein and GPU, subject to the terms of this Agreement.

(c) Within thirty (30) days of the commencement of the initial term of this Agreement, PECO will pay, in the form of a check made out to the Group, the amount of thirteen thousand dollars (\$13,000.00). In each succeeding year on the anniversary date thereof, PECO will pay, in the form of a check made out to the Group, the amount of thirteen thousand dollars (\$13,000.00), increased for inflation as provided Paragraph 5.(7)(d) below, subject to receipt of a certificate, satisfactory in form and substance to PECO as described in Section 5.(7)(e) below, and subject to any credit recognized pursuant to Section 5.(7)(g) below.

(d) Following the first payment made after the commencement of the initial term of this Agreement, the annual budget in each year shall be increased from the budget in the prior year, to adjust for inflation, at the rate of 5% per annum.

(e) The Group will provide to PECO, not later than thirty (30) days prior to the completion of each fiscal year, a certificate, signed by a duly authorized representative of the Group, which shall include the following:

(i) A statement that all Funds provided by PECO were used for reimbursement of costs of Authorized Activities as described in the Agreement;

(ii) An identification (in sufficient detail to permit audit thereof in accordance with this Agreement) of the work services, materials and equipment and related costs performed, rendered or acquired in connection with the Authorized Activities which gave rise to the costs for which the Funds were used; and

(iii) A cumulative year-by-year summary of the Funds, identifying *original funds* provided by PECO and interest or other earnings.

(f) The Group shall maintain reasonable accounting and other records of the Funds and the expenditures made by the Group for the Authorized Activities which shall be made available for examination by PECO or its duly authorized representative upon request.

(g) The Group's first fiscal year will commence on the date the funds are received from PECO and will conclude on the last day of the same month plus one year. Subsequent fiscal years will be on a succeeding twelve (12) month basis. Expenses incurred but not yet paid for can be reported in the year incurred or actually paid, provided the reporting of the expense is consistently applied across fiscal years. With the exception of reimbursement for expenses reported in the year incurred, any funds not spent in one fiscal year will be counted as a credit against the next year's payment of the Group's budget.

(h) At the end of the last fiscal year for which PECO has agreed to recognize the Group, the Group will provide to PECO the certificate described in Section 5.(7)(e) above. The Group will reimburse PECO for any funds expended during the last fiscal year which are found not to relate to the Authorized Activities. All funds not spent by the Group will be returned to PECO within forty-five (45) days following the end of such last fiscal year.

(i) PECO shall have the option to extend the term of this Agreement by a term of at least one year after the end of its initial five year term. If PECO chooses not to exercise such option, PECO shall pay, in the form of a check made out to the Group, the amount of five thousand dollars (\$5,000.00) for purposes of winding up the affairs of the Group. This amount is not subject to adjustment for inflation as provided in Paragraph 5.(7)(d) relating to the Group's annual budget.

6. Robotics Research. PECO agrees that it shall expend at least \$500,000 during the term of this Agreement for the purpose of targeted research into the use of robotics in the topical areas of nuclear generation plant radiation exposure management and nuclear plant decommissioning technology. PECO will provide the Group a report into such activities at the annual briefing provided in connection with Section 5(3) above but shall have complete discretion into how such funds will be expended.

7. Use of Mixed Uranium (MOX) Fuel. During the term of this Agreement, PECO shall refrain from the use of MOx fuel in any nuclear reactor included in the PECO Nuclear Plants.

8. Equipment, Installation, and Access.

(1) PECO will supply the Group with thirty (30) new Rad Alerts at a cost not to exceed \$230 per Rad Alert, plus postage, and reimburse the Group for the cost of one Low-Volume Air Sampler (\$7,900).

(2) PECO will reimburse the Group for the cost (not to exceed \$250) of installing the Low-Volume Air Sampler at a site at Peach Bottom that is chosen by the Company.

(3) PECO will provide access to the Low-Volume Air Sampler during the weekday hours of 9AM-5PM for the purposes of ensuring that the Low-Volume Air Sampler is properly calibrated and otherwise operating properly.

9. Community Responsibility and Corporate Culture.

(1) PECO is committed to corporate involvement and investment in the local community proximate to Peach Bottom and will increase the current level of community spending by at least five (5) percent per annum commensurate with the existing practices of PECO in connection with the safe operation of Peach Bottom. PECO will provide an accounting of such spending at the annual briefing described in section 5.(3) above.

(2) PECO will continue to participate in industry groups such as INPO and the BWR Vessel Group, to the extent such participation is consistent with good utility practices.

(3) PECO also recognizes that the safe and reliable operation of Peach Bottom requires the maintenance of a highly skilled and technically qualified workforce, and it is therefore committed to maintain a highly skilled and technically qualified workforce of sufficient number to be consistent with good utility practices.

10. Storage of Spent Fuel/Radioactive Waste. PECO agrees that, during the term of this Agreement, PECO will not store spent fuel or radioactive waste from any nuclear reactor other than those located at the Peach Bottom site.

11. Acknowledgment By NRC Staff. Although PECO and Mr. Epstein agree that the NRC Staff will have no obligations or duties of any kind whatsoever arising under the provisions of this Agreement, the parties have agreed to jointly recommend to the NRC Staff that the NRC Staff acknowledge receipt of this Agreement upon the approval of the proposed license transfer by the NRC. Mr. Epstein and the Group further agree that the NRC will have no obligation to implement, enforce, or supervise any of the terms, conditions, or duties created by this Agreement as a result of such acknowledgment.

12. Entire Agreement. This Agreement constitutes the entire agreement between the parties and no other agreement with regard to the matters herein shall be binding on the parties except by written amendment to this Agreement. Except for the terms and conditions enumerated in this Agreement, the parties hereby acknowledge and agree that none of the parties has made any other promises, warranties or representations to any other party hereto regarding any aspect of the settlement of the matters referred to in this Agreement, and that any such promises, warranties, or representations that may be alleged to have been made are hereby merged herein.

13. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall be deemed one and the same instrument.

14. No Presumption Against the Drafters. This Agreement shall be deemed to have been drafted jointly by PECO and Mr. Epstein and shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.

15. No Admissions. Neither the drafting or execution of this Agreement nor anything contained herein is intended to be, or shall be deemed to be, an admission of fact by any party with respect to any matter relating to the proposed license transfer.

16. Further Assurances. Mr. Epstein and PECO will execute, after the execution of this Agreement, all documents reasonably necessary to effectuate the intent of this Agreement.

17. Successors, Assigns, Etc. This Agreement is binding upon and for the benefit of Mr. Epstein and PECO and their respective heirs, executors, administrators, successors, and assigns, wherever the context requires or admits.

18. Sole Benefit. Subject to the provisions of Section 16 of this Agreement, it is the intention of the parties that this Agreement and all of its conditions and provisions are for the sole benefit of Mr. Epstein and PECO, and for the benefits of no other person. Nothing expressed or referred to in this Agreement is intended or shall be construed to give any person other than Mr. Epstein or PECO any legal or equitable right, remedy, or claim under, or in respect to, this Agreement or any of its provisions.

19. Reservation of Rights. Notwithstanding any provision in this Agreement, nothing herein shall abridge the right or ability of any party to this Agreement, or any employee, member, consultant or contractor of any party, or any group or member of the public to appear before the NRC, and nothing herein shall abridge the right or ability of such party, person or group to communicate or to deal with the NRC or with the Staff or any other part of the NRC. The NRC Staff, in acknowledging this Agreement, does so solely to acknowledge the existence of this Agreement and the settlement between PECO and Mr. Epstein. The NRC Staff neither agrees or disagrees with its other terms or provisions as they are agreements between PECO and Mr. Epstein. Further, nothing in this Agreement shall be interpreted to in any way limit any right, duty, discretion, authority or regulatory responsibility of the NRC, its staff, contractors, or consultants.

20. Binding Effect, Severability. This Agreement shall be binding upon Mr. Epstein and PECO in accordance with its terms even if the NRC Staff does not formally acknowledge this

Agreement. If any provision of this Agreement is held to be invalid or unenforceable, all of the remaining provisions of this Agreement shall nevertheless remain in full force and effect and shall be binding upon the parties.

21. Authorizations. Each person signing this Agreement represents and warrants that he or she is duly authorized and empowered to act on behalf of and sign for the party for whom he or she has signed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of this ___th day of March, 2000.

Eric Joseph Epstein

Date: _____

By: _____

PECO Energy Company

Date: _____

By: _____

RECEIPT OF THIS AGREEMENT ACKNOWLEDGED by the Staff of the United States Nuclear Regulatory Commission on the _____ day of _____, 2000.

United States Nuclear Regulatory
Commission

Date: _____

By: _____

APPENDIX C

ACCESS TO INSTALLED CAPACITY (“ICAP”)



APPENDIX C

Access to Installed Capacity ("ICAP")

- A. At a price of \$52.00 per MW-day, the GenCo (or other PECO entity) will make available 600 MW per day of Unforced Capacity Credits ("UCCs"), as defined in the Reliability Assurance Agreement of the PJM Interconnection, L.L.C., each year for three (3) years beginning January 1, 2001 or, if PJM eliminates the Installed Capacity ("ICAP") obligation for load serving entities, until such date of elimination, if earlier. The UCCs will be made available only to PaPUC licensed Electric Generation Suppliers ("EGS") serving competitive load in the PECO service territory. Except as provided in Paragraph F below, the UCCs will be limited to one-year contract terms on a calendar year basis only. This UCC offer will exclude PECO's affiliated EGS.
- B. Except as provided in Paragraph F below, in the following periods of each respective year, the GenCo shall make available to any eligible EGS the following amounts of UCCs on the following terms:
- (1) For the period October 1 through October 31, the lesser of 50 MW of UCCs, or the EGS' PECO Zone peak load obligation adjusted up to the EGS' UCC obligation, provided, however, that in the event of an oversubscription of the 600 MW on the first business day immediately following September 30, the EGSs' requests will be reduced pro rata so as to total 600 MW. If not fully subscribed on that day, the UCCs shall be made available thereafter on a first-come, first-served basis.
 - (2) For the period November 1 through November 30, on a first-come, first-served basis, the EGS' PECO Zone peak load obligation, adjusted up to the EGS' UCC obligation, subject to a reduction for any UCC purchases made pursuant to subsection B(1) above in the immediately preceding October period.

The UCC obligation shall be as determined by PJM and identified in eCapacity, or the successor thereto, effective September 20 of each respective year.

The minimum UCC purchase amount for any EGS shall be 5 MW per transaction.

- C. The maximum of 50 MW per EGS transaction and the minimum of 5 MW per EGS transaction will be subject to reexamination beginning September 2001 with any change by consensus of PECO and MAPSA to take effect prospectively.
- D. On or before September 1, 2000, the GenCo shall notify all PaPUC licensed EGSs serving competitive load in the PECO service territory as to the requirements for requesting UCCs under this Appendix.
- E. All UCC transactions shall be pursuant to, and comply with, PECO's FERC Electric Tariff, Original Volume No. 1, effective April 12, 1999 or the GenCo successor thereto. Coincident with filing any changes to the above-referenced Tariff, PECO shall serve notice on MAPSA.

F. In the event the Merger has not closed by October 1, 2000, the one-calendar year UCC contract term limitation as provided in Paragraph A above and the period for making UCCs available to EGSs as described in B(1) and B(2) above will be modified as follows:

For the sixty (60) day period commencing seven (7) days after the Merger closes, and on the following two anniversaries of that date, the GenCo shall make available, on a "Contract Year" basis, to any eligible EGSs, the following amounts of UCCs on the following terms:

- (1) For the first thirty (30) days of said sixty (60) day period, the lesser of 50 MW of UCCs, or the EGS' PECO Zone peak load obligation adjusted up to the EGS' UCC obligation, provided, however, that in the event of an oversubscription of the 600 MW on the first business day of said thirty day period, the EGSs' requests will be reduced pro rata so as to total 600 MW. If not fully subscribed on that day, the UCCs shall be made available thereafter on a first-come, first-served basis.
- (2) For the remaining thirty day period, on a first-come, first-served basis, the EGS' PECO Zone peak load obligation, adjusted up to the EGS' UCC obligation, subject to a reduction for any UCC purchases made pursuant to subsection F(1) above in the immediately preceding thirty day period.

The UCC obligation shall be as determined by PJM and identified in eCapacity, or the successor thereto, effective September 20 of the immediately preceding calendar year.

The Contract Year shall mean the annual period commencing upon expiration of the above-described sixty day period.

APPENDIX D

SUPPLIER COORDINATION TARIFFS

Electric Generation Supplier Coordination Tariff: Notwithstanding Section 69 of the Settlement, the Company agrees to revise its Electric Generation Supplier Coordination Tariff as provided below.

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 ~~May 21, 1998, Enrollment Order. (Enrollment Procedures applicable to Electric Distribution Companies and Electric Generation Suppliers during the Phase In Implementation of Direct Access, Docket No. M-00960890f.0014),~~ applicable Orders and Regulations.

5.1.2 Provision of Customer Lists. ~~Concurrent with the Company notifying Customers of their eligibility to select an EGS,~~ The Company shall provide to all EGSs a complete list of ~~eligible enrolled~~ all Customer information in electronic format. ~~Said list via the Success website or the successor thereto.~~ ~~shall include Pilot Customers.~~ Said list shall be provided electronically, without charge, to licensed EGSs electronically on June 1, 2000, and shall be updated on August 1, 2000 and quarterly thereafter, until January 1, 2004, unless the Commission shall make a generic determination (whether by Secretarial Letter, Order, Rule or Regulation) that such program shall continue and, if so, under what terms. In the event, however, that the PECO/Unicom merger is not consummated by February 2, 2001, the Company will provide EGSs no additional lists hereunder, unless and until such time as the merger is consummated or the Commission makes the above-described generic determination, at which point the Company will continue to provide lists pursuant to the terms contained herein, and be made available on the same date Customers are notified that they have been enrolled. Said list shall include all of the information outlined in Rule 5.1.3(a), below, for Customers that ~~consent to do not restrict~~ the release of Customer information pursuant to applicable Commission Secretarial Letters, Orders, Rules or Regulations. The list shall be updated quarterly and shall include individual monthly electric usage and billing demand data at the customer account level for the most recent (12) twelve month period preceding the respective quarter, for which data is available. The lag time for this data shall not exceed (2) two billing cycles, ~~and only the information identified in Rule 5.1.3(b), below, for Customers that do not so consent.~~ If, after the final date for the enrollment period, less than 66% of the non-coincident peak load for residential and commercial rate classes (all rate classes except for Rates HT, PD, and EP) has been enrolled, the Company shall provide all licensed EGSs with a list of enrolled Customers in such rate classes to date. The Company will continue to enroll Customers and the list of enrolled Customers will be updated weekly until the loads of the enrolled Customers comprise at least 66% of the non-coincident peak load of each residential and commercial rate class or full Direct Access begins.

5.1.3 Data Exchange.

(a) The list of enrolled 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 ~~consented to 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
- (vii) Mailing Address
- (viii) Mailing City
- (ix) Mailing 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) Unlisted Phone Number Code
- (xiv) Phone Number
- (xv) Rate Class 1
- (xvi) Rate Code 1
- (xvii) Strata 1
- (xviii) Rate Class 2
- (xix) Rate Code 2
- (xx) Strata 2
- (xxi) Rate Class 3
- (xxii) Rate Code 3
- (xxiii) Strata 3
- (xxiv) Total Rate 1 kWh
- (xxv) Registered Peak Demand
- (xxvi) Load Factor
- (xxvii) Rate 1 Average Monthly kWh
- (xxviii) Meter Use Code
- (xxix) Delivery Date
- (xxx) 12 Individual Months of billing demand (kW)
- (xxxi) 12 Individual Months of Usage (kWh)

(b) The list of enrolled 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 not consented to~~ the release of ~~Customer information 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.

1 APPENDIX D

2 Gas Choice Supplier Coordination Tariff: Notwithstanding Section 69 of the Settlement, the
3 Company will make the revisions indicated below to the Gas Choice Supplier Coordination
4 Tariff filed by PECO in its Gas Restructuring Proceeding at Docket No. R-00994787:
5

6 6.0 CUSTOMER RELEASE OF INFORMATION AND SWITCHING
7

8 6.1 Provision of Customer Release of Information List. On or before May 1, 2000, the Company
9 will send Customer Choice Release of Information packets to all LVT Customers. Customers will be
10 given the opportunity to authorize the release of their confidential account information in accordance
11 with the Interim Customer Information Disclosure Order (Docket No. M-00991249F005). On or
12 before June 1, 2000, the Company shall provide, without charge, to all licensed NGSs a complete list,
13 in electronic format via the Success website, or the Successor thereto, of Customers, who as of that
14 date, have authorized the release of information. Said list shall be provided at the customer account
15 level and shall include all of the information outlined in Rule 6.2(a), below, for Customers that consent
16 to do not restrict the release of Customer information pursuant to applicable Commission Secretarial
17 Letters, Orders, Rules or Regulations, and, and only the information identified in Rule 6.2(b), below,
18 for Customers that have restricted the release of their usage data. The list shall be updated on August
19 1, 2000 and quarterly thereafter and shall include individual monthly gas billing data for the most recent
20 twelve (12) month period preceding the respective quarter, for which data is available. The lag time for
21 this data shall not exceed two (2) billing cycles do not so consent. Customers who restrict the release of
22 all of their confidential account information shall not be included in the above described Customer list.
23 The Company will ~~also provide, electronically,~~ updated lists without charge, to licensed NGSs until
24 January 1, 2004, unless the Commission shall make a generic determination (whether by Secretarial
25 Letter, Order, Rule or Regulation) that such program shall continue and, if so, under what terms. In
26 the event, however, that the PECO/ Unicom merger is not consummated by February 2, 2001, the
27 Company will provide NGSs no additional lists hereunder, unless and until such time as the merger is
28 consummated or the Commission makes the above-described generic determination, at which point the
29 Company will continue to provide lists pursuant to terms contained herein on or before August 1, 2000,
30 November 1, 2000, and February 1, 2001, unless the Commission directs otherwise
31

1 **6.2 Data Exchange.** The list of Customers that the Company provides to all NGSs pursuant to Rule
2 6.1 above, shall be posted on the SUCCESS website, or its successor, and shall include the
3 following:

4
5 a. As to Customers who have not restricted ~~authorized~~ the release of all of their Customer
6 information:

- 7
8 (i) PECO Energy Account Number (including Billing Route)
9 (ii) Customer Name
10 (iii) Service Address
11 (iv) Mailing Address
12 (v) Rate Class
13 (vi) Rate Sub-Class
14 (vii) Customer usage data (i.e., strata, ~~aggregate of twelve (12)~~ individual months of
15 historical usage)

16
17 b. As to Customers who have restricted ~~not authorized~~ the release of their usage data:

- 18
19 (i) PECO Energy Account Number (including Billing Route)
20 (ii) Customer Name
21 (iii) Service Address
22 (iv) Mailing Address
23 (v) Rate Class
24 (vi) Rate Sub-Class

APPENDIX E

ABBREVIATED DISPUTE RESOLUTION PROCESS

APPENDIX "E"

ABBREVIATED DISPUTE RESOLUTION PROCESS

The Joint Petitioners agree to implement the Abbreviated Dispute Resolution Process as set forth below:

1. The Abbreviated Dispute Resolution Process will apply to disputes involving alleged violations of the Retail Access or GenCo Codes of Conduct, alleged violations of PECO's Electric Generation Supplier Tariff or a dispute allegedly affecting or threatening the ability of an entity to provide electric generation or related services to a customer or customers. Before filing a petition with the Pennsylvania Public Utility Commission ("PUC" or the "Commission"), as more fully described in Paragraph No. 2, below, a party seeking to invoke the arbitration process ("Petitioner") must, for at least thirty (30) days, engage in good faith negotiations with the answering party ("Respondent") with respect to the matters in dispute.

2. A party directly involved in a dispute within the scope of the Abbreviated Dispute Resolution Process, as defined in Paragraph No. 1, that is unable to resolve such dispute through good faith negotiations may file with the Commission a Petition for Resolution of Disputed Issues ("Dispute Resolution Petition"). The Petitioner and Respondent should make a good faith effort to submit a joint petition that sets forth a mutually agreed statement of the facts and issues. However, if the parties cannot agree to file a joint petition, the Petitioner may file a Dispute Resolution Petition setting forth a concise statement of the facts, issues, relevant authorities, the relief requested and, except as provided in Paragraph No. 5, below, a statement that the parties engaged in the required 30-days of good faith negotiations and a detailed explanation of the nature of such negotiations. The Petitioner must serve a copy of the Dispute Resolution Petition upon the Respondent by facsimile with telephonic confirmation or by overnight delivery service. Upon the request of either the Petitioner or Respondent, the Dispute Resolution Petition may be served upon the Office of Consumer Advocate ("OCA"), the Office of Small Business Advocate ("OSBA") and the Commission's Office of Trial Staff ("OTS") (collectively referred to as the "Public Advocates").

3. Each Dispute Resolution Petition will be assigned a separate docket number by the Commission and will be assigned to a principal Arbitrator(s) by the Commission from a mutually agreeable pool of arbitrators with expertise in the subject matter of the dispute.

4. The Parties will be the primary participants in the Abbreviated Dispute Resolution Process. The Public Advocates may participate in the proceeding, but may not conduct formal discovery and are precluded from opposing the voluntary withdrawal of a Dispute Resolution Petition pursuant to a settlement between the Parties.

5. Any Petitioner filing a Dispute Resolution Petition may also request an interim

ruling that the Petitioner is entitled to relief pending the resolution of the merits of the dispute. The purpose of this procedure is to provide an interim remedy when the alleged action or failure to take action that is the basis for the dispute compromises the ability of a party to provide uninterrupted service or unreasonably precludes a party from providing scheduled service.

a. Any requests for an interim ruling shall be filed at the same time, and in the same document as, the Dispute Resolution Petition. The Petitioner shall give the Respondent twenty-four (24) hours prior written notice of its intention to file a request for interim relief. A Dispute Resolution Petition that includes a request for interim relief need not indicate that the parties have engaged in good faith negotiations for at least thirty (30) days; provided, however, that Dispute Resolution Petitions that omit evidence of thirty (30) days of good faith negotiations pursuant to this subparagraph shall be dismissed without prejudice if the request for interim relief is denied.

b. A Dispute Resolution Petition that includes a request for interim relief shall include the phrase "Request for Interim Ruling" in the heading and shall clearly identify and set forth the specific grounds supporting the request for interim relief, including a statement of the actual harm that will result if interim relief is not provided and proof that the standard for granting interim relief set forth in Paragraph No. 5, above, has been met. In addition to the advance written notice required above, a Dispute Resolution Petition that includes a request for interim relief shall be verified by affidavit and served on the Respondent by hand-delivery or by facsimile with telephonic confirmation of receipt on the same day the pleading is filed with the Commission. The certificate of service filed with the Dispute Resolution Petition shall state how the Petitioner has complied with this service requirement.

c. Within three (3) business days of the filing and service of a Dispute Resolution Petition that includes a request for interim ruling, the Arbitrator assigned to the dispute by the Commission shall conduct a hearing to determine whether interim relief should be granted during the Abbreviated Dispute Resolution Process. The Arbitrator will notify the Parties of the date and time of the hearing by facsimile within twenty four (24) hours of the filing of a Dispute Resolution Petition and Request For Interim Ruling. The Parties should be prepared to present their positions and evidence on factors including, but not limited to, the details of the dispute and the other elements necessary to establish a right to interim relief as set forth in Paragraph No. 5, above. Based on the evidence provided at the hearing, the Arbitrator will issue a ruling on the request for Interim Relief within twenty-four (24) hours of the close of the hearing and will notify the Parties by facsimile of the ruling. In reaching a decision on interim relief, the Arbitrator may base his or her decision on whether the Petitioner has provided ample information to allow a full evaluation of the merits of the case. The Petitioner shall have the burden of persuasion and the burden of going forward with the evidence. The interim ruling will be effective throughout the dispute resolution proceeding until a final decision is issued pursuant to the Abbreviated Dispute Resolution Process. If the request for interim ruling is denied and the Dispute Resolution Petition contains the required detailed evidence of thirty (30) days of good faith negotiations as described in Paragraph No. 1, above, the dispute resolution proceeding shall proceed pursuant to the procedures set forth herein. If the request for interim ruling is denied and the Dispute Resolution Petition does not contain evidence of such negotiations, the Petition shall

be dismissed without prejudice and may be refiled only after expiration of a thirty (30) day negotiation period.

6. Within five (5) business days of the filing of a Dispute Resolution Petition which does not contain a Request for Interim Ruling or within seven (7) business days of the filing of a Dispute Resolution Petition containing a Request for Interim Relief that either (1) results in the interim relief being granted, or (2) contains the required evidence of thirty (30) days of good faith negotiation (whether or not the interim relief is granted), the Petitioner and Respondent, either jointly, if mutually agreeable, or separately, shall file "Dispute Documentation," which clearly and concisely describes the dispute and includes all documentation and other material the parties believe is relevant to the resolution of the dispute. If the Dispute Documentation is filed separately, the parties shall serve copies thereof by hand delivery or overnight delivery service on each other and on any public advocates participating in the proceeding.

7. Within fourteen (14) calendar days of the filing of a Dispute Resolution Petition in the form described in Paragraph No. 6, above, a conference will be scheduled and held among the Parties, the participating Public Advocates and the Arbitrator.

8. At the conference, which will not be conducted as an evidentiary hearing, the Parties shall, and any participating Public Advocates may, informally present their positions to the Arbitrator and, with the assistance of the Arbitrator, shall attempt to resolve their differences. The conference shall be transcribed and shall be subject to the traditional proprietary safeguards including the entry of one or more protective orders to maintain the confidentiality of proprietary or competitively sensitive information or documents.

9. If, at the close of the conference, matters remain in dispute, the Arbitrator may issue an informal decision from the bench which resolves the dispute. If the Arbitrator determines not to issue an informal bench decision, the Arbitrator will issue an informal decision resolving the dispute within five (5) business days of the conference. In either case, the Arbitrator's informal decision will be filed in the Commission's document file for the matter.

10. Within five (5) business days after the issuance of the Arbitrator's decision, either Party may appeal to the Commission by filing a Notice of Appeal with the Secretary of the Commission. For purposes of this provision, the date of filing shall be the date such Notice is actually received by the Secretary. If no Party files a Notice of Appeal within the prescribed time, the informal decision will become a final Commission Order, which shall be evidenced by a Secretarial Letter. The informal process is ended when an informal decision is issued that either becomes a final Commission Order by operation of law, in the manner described above, or is appealed and formal Commission proceedings are initiated as provided in Paragraph No. 13, below.

11. If a matter is settled by the Parties at any point in the informal proceedings described above, including during the five business day appeal period, the Parties will have the choice of filing the settlement with the Commission for approval or withdrawing the Dispute Resolution Petition. This provision shall supersede the provisions of 52 Pa. Code §§5.94 and

1.82.

12. If the Parties choose to seek Commission approval of a settlement agreement, the parties will file a joint petition for adoption of the settlement agreement with the Commission. The Public Advocates may file a response to the joint petition within ten (10) calendar days. Within fifteen (15) calendar days of the filing of joint petition for settlement, an Administrative Law Judge ("ALJ") to whom the matter is assigned will then issue an Initial Decision addressing the settlement petition.

13. The filing of a Notice of Appeal to an informal decision pursuant to Paragraph No. 10, above, will commence *de novo* review of a Dispute Resolution Petition.

14. The filing of a Notice of Appeal pursuant to Paragraph No. 10 shall not automatically stay the Arbitrator's informal decision. Any party to the proceeding may file a motion for stay of the informal decision or a motion to continue or rescind the granting of interim relief pursuant to Paragraph No. 5, with the Commission's Secretary, copies of which shall be served on all parties and the Office of Administrative Law Judge. Only if the motion is approved will the informal decision be stayed during the pendency of the appeal. The motion for stay will be considered in light of the standard for the granting of a stay as set forth in PA PUC v. Process Gas Consumers Group, 502 Pa 545, 467 A.2d 805 (1983).

15. Upon the filing of a Notice of Appeal to an informal decision pursuant to Paragraph No. 10, the Public Advocate may intervene in the Commission proceeding and other interested parties may petition for leave to intervene.

16. *De novo* review shall consist of the conduct of an evidentiary hearing on the dispute. The presiding ALJ will conduct a hearing and issue an Initial Decision resolving the dispute within thirty (30) calendar days of the filing of the appeal unless the ALJ extends the time frame for good cause shown giving due recognition to the fact that an expeditious resolution is in the public interest.

17. Parties to the proceeding may file exceptions to an ALJ's Initial Decision that addresses a settlement petition or results from *de novo* review of a Dispute Resolution Petition within seven (7) business days of its issuance. Reply exceptions must be filed within five (5) business days after the exceptions are filed. If no timely exceptions are filed and if two Commissioners do not "call up" the matter within fifteen (15) days of issuance, the Initial Decision will become a final order by operation of law. If timely exceptions are filed, the matter will be assigned to the Office of Special Assistants for preparation of a recommendation for Commission consideration at the earliest possible Public Meeting.

18. With the exception of 52 Pa. Code §§ 5.94 and 1.82, this dispute resolution process is not intended to replace or preclude any other remedies or procedures otherwise available to any of the parties, and a party's participation in this dispute resolution process shall not be considered a waiver of any available substantive or procedural rights.

APPENDIX F

AMTRAK OPTIONS FOR TRANSITION CHARGE BUYOUT

Appendix F

Amtrak Options for CTC/ITC Buyout

Upon closing of the Merger, the National Railroad Passenger Corporation ("Amtrak"), a PECO customer and an intervenor in this proceeding, shall have the option to execute a lump sum Transition Charge buyout pursuant to Paragraph 25 of the 1998 Electric Restructuring Settlement. Amtrak, if it chooses, may exercise the lump sum option on any of the eight dates specified on Schedule Amtrak-1 for the fixed dollar amount designated on that schedule.

Schedule Amtrak-1

<u>Date</u>	<u>Buyout Amount</u>
October 1, 2000	\$46,561,000
January 1, 2001	\$46,185,000
April 1, 2001	\$45,467,000
July 1, 2001	\$44,733,000
October 1, 2001	\$43,983,000
January 1, 2002	\$43,217,000
April 1, 2002	\$42,427,000
July 1, 2002	\$41,619,000

Amtrak is under no obligation to exercise any of the options allowing Transition Charge buyout.

If and when Amtrak exercises its buyout option, the PECO generation rate applicable for Amtrak service under Rate EP shall be the fixed shopping credit as set forth in the Rate EP schedules of PECO's 1998 Electric Restructuring Settlement. From the time of any buyout forward, Amtrak's shopping credit shall no longer be subject to yearly adjustment through the Transition Charge reconciliation process.



APPENDIX G

CITY OF PHILADELPHIA

Appendix G

City of Philadelphia Rule 4.6 Contract Rights and Options

As part of the settlement of this matter, PECO Energy grants the following rights and options to the City of Philadelphia pursuant to the City's existing Commission-approved Rule 4.6 contract:

A. General

Upon close of merger, the service under the City's existing Rule 4.6 contract (currently in effect through June 30, 2001 with automatic one-year renewals through June 30, 2004, absent timely notice of non-renewal) will be divided into "Rule 4.6 Streetlight Service" and "Other Rule 4.6 Service."

B. Rule 4.6 Streetlight Service

For Rule 4.6 Streetlight Service, the City will be provided service as follows:

- From close of merger until June 30, 2001 – The City will take Rule 4.6 Streetlight Service pursuant to tariff Rate SL-P, with an 11.2% discount applied to the total charges for Streetlight Service each month.
- On or before July 1, 2001, PECO will make a filing with the PaPUC to eliminate tariff Rate SL-P.
- On July 1, 2001, the City's Rule 4.6 Streetlight Service will be switched to tariff Rate SL-E, with no discount applied to the total charges for Rule 4.6 Streetlight Service each month.
- Until June 30, 2010, the City agrees that it may not seek to implement any initiative to reduce its streetlight usage, including rewiring of streetlights that would result in a reduction of customer charges or connection charges. The City is permitted to install new lamp technology, as such technology may become available from time to time, without violating this provision.

C. Other Rule 4.6 Service

For Other Rule 4.6 Service (limited to those accounts defined as Underlying City Accounts in the City's existing Rule 4.6 contract), the City will be provided service as follows:

- At close of merger, PECO will increase the discount on the City's Other Rule 4.6 Service (service taken pursuant to Rates HT, PD, and GS), to a 14.55% discount applied to the total charges for Other Rule 4.6 Service each month. (The applicable rate class designations for the City accounts for purposes of this agreement are the rate classes in effect for each account as of March 30, 2000.)

D. City Option to Accept Service

- Each year, by January 10, the City will inform PECO of whether it will exercise its option to take its full generation service for its Rule 4.6 Streetlight Service and its Other Rule 4.6 Service under the terms described above, subject to the appropriation of funds by City Council. The Rule 4.6 Streetlight Service under Rate SL-E, and the discounted Other Rule 4.6 Service, will be available on an annual option basis each July 1 for successive or intermittent one-year terms until December 31, 2010 (a 6-month term for the period ending on December 31, 2010).
- If, during the period from close of merger until June 30, 2004, the City does not take its full generation services for Rule 4.6 Streetlight Service and Other Rule 4.6 Service from PECO, then (a) the City's prospective discount for Other Rule 4.6 Service will be changed to 8.65% for all parts of its service (transmission, distribution, CTC, ITC, energy, capacity, customer charges, and any other charges) until December 31, 2006, and (b) PECO need not offer the City any discount on its energy and capacity for the period January 1, 2007 until December 31, 2010, but the City will receive a 14.55% discount on all other charges for Other Rule 4.6 Service for that period.
- If, during the period from July 1, 2004 until December 31, 2006, the City does not take its full generation services for Rule 4.6 Streetlight Service and Other Rule 4.6 Service from PECO, then (a) the City's prospective discount for Other Rule 4.6 Service will be changed to 11.6% for all parts of its service (transmission, distribution, CTC, ITC, energy, capacity,

customer charges, and any other charges) until December 31, 2006, and (b) PECO need not offer the City any discount on its energy and capacity for the period January 1, 2007 until December 31, 2010, but the City will receive a 14.55% discount on all other charges for Other Rule 4.6 Service for that period.

- If the City receives its full generation service from PECO on a continuous basis until December 31, 2006, then the City will receive a discount of 14.55% on its Other Rule 4.6 Service energy and capacity from PECO from January 1, 2007 through December 31, 2010.
- If, during the period from January 1, 2007 until December 31, 2010, the City chooses not to take its full generation services for Rule 4.6 Streetlight Service and Other Rule 4.6 Service from PECO, then (a) the City's discount for Other Rule 4.6 Service will remain at 14.55% for all parts of its service that it will continue to receive from PECO (transmission, distribution, CTC, ITC, customer charges, and any other charges) until December 31, 2010, and (b) the City may choose to return to PECO for energy and capacity services for its next option year and receive those services at a 14.55% discount for Other Rule 4.6 Service.

E. Expiration of Discounts

- All discounts available pursuant to this settlement expire as of December 31, 2010.

F. Chillers

- The City may, without penalty or reduction in the discounts stated above or pursuant to Section G below, install combined natural gas/electric chillers at any City site or combination of sites, with an aggregate nameplate cooling load of no more than 4000 tons, provided that at least ½ of the installed capacity chilling load at each such site shall be provided by using electric power from the hybrid chiller.
- Until June 30, 2006, the City may not install or purchase from a a natural gas steam absorption chiller or a hybrid steam absorption chiller in excess of the amounts listed above.

G. Other Energy Competitive Alternatives

The City will not implement any Energy Competitive Alternative (ECA) (as that term is defined in its existing Rule 4.6 Contract), other than those described above, prior to December 31, 2006. If the City implements an Energy Competitive Alternative after January 1, 2007, the City will forego the dollar amount of its discount applicable at that time in an amount equivalent to the dollar amount by which the implemented ECA reduces PECO's revenues. For purposes of calculating the dollar amount of the foregone discount, PECO will utilize the most recent 12-month billings by PECO to the facility at which the ECA is being installed and calculate the dollar amount by which implementation of the ECA will reduce the 12-month PECO revenue from that facility. PECO will then calculate the most recent 12-month billing history for the total City of Philadelphia accounts covered by the 4.6 Contract, apply the discount applicable at that time, and produce the dollar amount of the total discount. The total dollar amount of the discount would then be reduced by the dollar amount of PECO's lost revenue as calculated for implementation of the ECA. This revised dollar amount discount will then be divided by the 12-month billing revenue on all City accounts covered by the Other Rule 4.6 Service in order to calculate the percentage discount going forward. An example of the application of this methodology for the 14.55% discount that will be in effect after close of the merger is as follows:

1. 12 mo. PECO revenue at facility implementing ECA	\$4 million
2. PECO revenue reduction due to ECA	\$2 million
3. 12 mo. PECO revenue under Other Rule 4.6 Service	\$50 million
4. Dollar Value of Other Rule 4.6 Service (Line 3 x 14.55%) million	\$7.275
5. Reduced Dollar Value of Other Rule 4.6 Service Discount (Line 4 - Line 2) million	\$5.275
6. New Percentage Discount for Other Rule 4.6 Service (Line 3 - Line 2)/Line 5	10.99%



ATTACHMENT C



BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

APPLICATION OF PECO ENERGY :
COMPANY PURSUANT TO CHAPTERS :
11, 19, 21, 22 AND 28 OF THE PUBLIC :
UTILITY CODE FOR APPROVAL OF (1) A :
PLAN OF CORPORATE :
RESTRUCTURING, INCLUDING THE :
CREATION OF A HOLDING COMPANY : Application
AND (2) THE MERGER OF THE NEWLY : Docket No. A-110550F0147
FORMED HOLDING COMPANY AND :
UNICOM CORPORATION :

**PECO ENERGY COMPANY'S STATEMENT
IN SUPPORT OF
THE JOINT PETITION FOR SETTLEMENT**

The Joint Petition for Settlement is the culmination of long negotiations among a diverse range of parties. Despite their varied concerns, however, the Joint Petitioners, in an extraordinary showing of cooperation and commitment, have been able to craft a consensus agreement that promotes competition, enhances customer service, provides rate reductions and enhancements for low-income customers, and benefits the environment. The Settlement also maintains PECO's corporate presence and makes commitments to communities in Southeastern Pennsylvania. In short, the Joint Petitioners heeded Chairman Quain's exhortation that the public interest would best be advanced if the parties

"work[ed] diligently, in the spirit of compromise . . . to reach an amicable resolution of this matter"

As discussed at length in the Joint Petition (pp. 48-51), the proposed Settlement is in the public interest for a number of independent reasons. PECO Energy Company believes that the factors cited present a compelling case for approving the Settlement. PECO will not repeat that discussion here, other than to note that the Joint Petitioners represent a broad spectrum encompassing virtually all potentially affected constituencies. The mere fact that such disparate forces could come together "in the spirit of compromise" stands as persuasive evidence that the public interest has indeed been well served.

PECO asks that the Commission expeditiously approve the Settlement without modification.

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of PECO Energy Company Pursuant :
To Chapters 11, 19, 21, 22 and 28 Of The :
Public Utility Code For Approval Of (1) A Plan :
Of Corporate Restructuring, Including Creation : Docket No. A-110550F.0147
Of A Holding Company And (2) The Merger :
Of The Newly Formed Holding Company And :
Unicom Corporation :

STATEMENT IN SUPPORT OF THE
OFFICE OF CONSUMER ADVOCATE

I. BACKGROUND

On November 22, 1999, PECO Energy Company filed an Application with the Pennsylvania Public Utility Commission (PUC) requesting Commission approval of (1) a plan of corporate restructuring, including the creation of a holding company and (2) the merger of the newly formed holding company and Unicom Corporation. In addition, PECO sought approval of various affiliated interest agreements between it and other members of the newly formed holding company with Unicom. PECO also asked the Commission to make findings necessary for its new generating affiliate to obtain exempt wholesale generator (EWG) status and to engage in certain affiliated power sales under Sections 32(c) and 32(k) of the Public Utility Holding Company Act of 1935 (PUHCA). In its Application, PECO averred that the proposed merger is in the public interest. PECO averred that the combined enterprise, by virtue of its greater resources and sharing of "best practices" will be better positioned to meet future customer demands and ensure high quality service. PECO stated

that its rates, rules and regulations will not change and its commitment to the community will continue. PECO also averred that the proposed merger will have a positive impact on competition by facilitating the separation of generation and delivery functions and furthering the development of new energy-related goods and services.

On December 20, 1999, the Office of Consumer Advocate (OCA) filed a Protest and Notice of Intervention in this matter. In its Protest, the OCA raised its concern that, as filed, the proposed merger did not provide substantial affirmative ratepayer benefits and was not in the public interest, as required by Pennsylvania law. In addition, the OCA raised concern about the potential increased risks for PECO's ratepayers related to PECO's merger with Unicom. The OCA requested that the Commission only approve this merger if (1) it is found to be in the public interest, (2) it provides substantial, affirmative benefits for PECO's ratepayers, (3) it does not adversely affect retail competition in Pennsylvania, and (4) it is in accordance with the Public Utility Code.

Following a Prehearing Conference and the establishment of a procedural schedule in this matter, the parties to the proceeding engaged in extensive settlement negotiations in an attempt to resolve this matter. Following these extensive negotiations among diverse parties, a consensus Settlement Agreement was reached among many of those parties. The Joint Petition for Settlement addresses a wide variety of both benefits and protections for PECO's ratepayers, the development of competition, the environment, and the community. As set forth below, the OCA fully supports the Joint Petition for Settlement and submits that this Settlement will bring substantial, affirmative benefits to PECO's ratepayers and the community.

II. STATEMENT IN SUPPORT

As discussed in the Joint Petition for Settlement, the proposed Settlement provides a wide variety of benefits and protections for PECO's ratepayers. Importantly, the Joint Settlement provides for rate reductions; extensions of the rate cap protections; enhanced reliability and customer service; enhanced universal service programs; reduced risk and costs for nuclear decommissioning of PECO's nuclear units; benefits that will improve the competitive market; environmental benefits; and firm commitments for the communities of Southeastern Pennsylvania.

Of particular importance to the OCA, the Joint Settlement provides for \$200 million in rate reductions for customer's distribution rates from 2002 through 2005.¹ For a residential customer, the rate reductions mean a 7% reduction in the distribution portion of the customer's rate in 2002 and 2003, with a 2.72% overall rate reduction from 1998 rate levels if the customer continues to purchase generation service from PECO. In 2004 and 2005, the distribution charges for a residential customer will be reduced approximately 4.4% from today's distribution rates, with an overall rate reduction of 1.78% from 1998 rate levels if the customer continues to purchase generation service from PECO. If the customer is able to purchase generation from a competitive supplier, the overall savings could be greater. In addition, PECO has agreed to an extension of the rate cap on its regulated transmission and distribution rates through 2006. With this extension of the rate cap, PECO's customers will have nearly a decade of rate stability in the regulated portion of

¹ Customers will also see a rate reduction in 2001 of \$60 million in securitization savings pursuant to the terms of a separate settlement which was approved by the Commission on March 16, 2000 at Docket No. R-00005030.

their rates since the passage of the Electricity Generation Customer Choice and Competition Act, with reductions in those rates from 1996 levels for the majority of this time.

PECO also has committed to a Quality of Service Plan designed to provide higher levels of reliability and customer service to PECO's ratepayers. The Quality of Service Plan provides specific benchmarks and targets for the Company to achieve or maintain that reflect higher levels of service quality. The Plan addresses areas such as the frequency and duration of service interruptions, storm management, emergency response, worker safety, customer call center availability, billing and meter reading, and compliance with Commission requirements. The Plan also calls for PECO to include overall performance under the Plan in the performance appraisals and compensation of its management and supervisory employees as one means of ensuring compliance with the Plan. In addition, the Plan identifies a Commission process for ensuring PECO's continued compliance with the Plan.

Another important feature of the Joint Settlement are the provisions that provide protections for PECO's ratepayers from the nuclear decommissioning costs, and other nuclear costs, associated with the Unicom nuclear plants, as well as limitations on PECO's ability to recover increased nuclear decommissioning costs from ratepayers associated with its own nuclear units in the future. As to the Unicom nuclear plants, the Joint Settlement provides a specific commitment from PECO that PECO's distribution ratepayers will be insulated from costs associated with those units. Additionally, the Settlement ensures that PECO's ratepayers will only be responsible for nuclear decommissioning costs associated with PECO's share of the nuclear units it owned at December 31, 1999. As to those units, if there is an increase in the nuclear decommissioning liability associated with those units above the levels currently included in rates, PECO shareholders

will absorb the first \$50 million of those increased costs, and will pay 5% of the remainder of any additional increased costs. PECO has also entered into an agreement designed to address issues regarding nuclear monitoring and waste storage, the safe operation of Peach Bottom 2 and 3, and robotics research in the area of nuclear decommissioning and nuclear plant radiation exposure management. Additionally, PECO agreed to increase its level of community involvement and spending in the area near the Peach Bottom Station. PECO both serves customers in that area and serves as a major employer at its Peach Bottom Station.

In addition to protections from the risks associated with Unicom's nuclear plants and increased decommissioning costs for PECO's plants, the Settlement also provides a number of other corporate protections. These protections are designed to ensure that PECO's distribution ratepayers are protected from the risks associated with PECO's diversified businesses and to avoid cross-subsidization of other affiliates. In addition, the agreements ensure the Commission's continuing jurisdiction and the Commission's access to the books, records and personnel necessary to the Commission's regulatory oversight responsibility.

The Joint Settlement also calls for an expansion of PECO's universal service programs, particularly in the area of addressing payment problems for the very low income customer. Initially, PECO has agreed to contribute up to \$3 million over three years to the local hardship funds throughout its service territory so that those hardship funds are better able to address the needs of payment troubled customers. PECO also will coordinate other universal service programs with these contributions to assure that customers are reached. The Settlement also increases the participation levels in PECO's Customer Assistance Program for electric customers,

and contains agreements regarding cost recovery to ensure that the costs of these programs for both electric and gas customers are reasonable.

The OCA would also note that the Joint Settlement contains several provisions intended to promote competition in PECO's service territory. These provisions should help to eliminate barriers for licensed electric generation suppliers, facilitating their ability to serve retail customers. Of particular importance, specific quantities of installed capacity credits will be made available at a specified price to electric generation suppliers pursuant to PECO's FERC Electric Market-Based Rate tariff. These specified quantities of installed capacity credits will be made available to licensed suppliers serving customers in PECO's service territory. This capacity is necessary for a licensed supplier to serve customers, and the availability of these installed capacity credits at the specified price will provide additional means for licensed suppliers to meet this obligation. PECO has also agreed to distribute to its residential customers at least twice per year the OCA's shopping guide, which will enable residential customers to directly compare prices of alternative suppliers relative to PECO's price to compare.

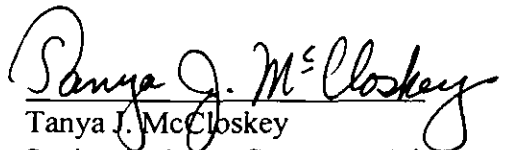
Furthermore, PECO has agreed to modifications in its process for obtaining a competitive default supplier in accordance with its 1998 Electric Restructuring Settlement, to provide a better opportunity for a successful process. Given the recent failure of GPU Energy's competitive default service bid process to attract bidders, the OCA submits that this agreement is important in working toward a successful competitive default service in Pennsylvania. Additionally, the Settlement establishes a process for securing competitive default service in the event that PECO's modified bid process is unsuccessful.

In addition to the above benefits, the Joint Settlement includes a significant investment in renewable energy and in education regarding renewable resources. The Settlement provides that PECO will contribute more than \$20 million to the development of wind and solar-powered projects and education on renewable resources over the next several years.

Finally, the Joint Settlement secures PECO's commitment to maintain its corporate presence in Philadelphia for an extended period of time, and secures PECO's commitment to maintain its charitable and community giving following the merger.

Given the wide range of benefits provided by this Joint Settlement, the OCA submits that the Settlement brings value and substantial affirmative benefits to PECO's ratepayers and the community. The OCA supports the adoption of this Settlement, and the OCA submits that this Settlement is in the public interest.

Respectfully submitted,


Tanya J. McCloskey
Senior Assistant Consumer Advocate
Stephen Keene
James A. Mullins
Denise R. Foster
Assistant Consumer Advocates

Counsel for:
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Consumer Advocate

Office of Consumer Advocate
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Dated: March 28, 2000
57543

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

APPLICATION OF PECO ENERGY	:	
COMPANY, PURSUANT TO	:	
CHAPTERS 11, 19, 21, 22 AND 28 OF	:	
THE PUBLIC UTILITY CODE, FOR	:	
APPROVAL OF (1) A PLAN OF	:	Docket No. A-110550F0147
CORPORATE RESTRUCTURING,	:	
INCLUDING THE CREATION OF A	:	
HOLDING COMPANY AND (2) THE	:	
MERGER OF THE NEWLY FORMED	:	
HOLDING COMPANY AND UNICOM	:	
CORPORATION	:	

**STATEMENT OF THE CITY OF PHILADELPHIA
IN SUPPORT OF THE JOINT PETITION FOR SETTLEMENT**

The City of Philadelphia ("the City"), by and through its counsel, submits that the Joint Petition for Settlement filed in the above-captioned proceeding with the Pennsylvania Public Utility Commission ("PUC" or "Commission") on March 23, 2000, reflects a settlement among the Joint Petitioners with respect to the application by PECO Energy Company ("PECO" or "Company") for approval of (1) its proposed corporate restructuring, and (2) its proposed merger at the holding company level with Unicom Corporation ("Unicom").

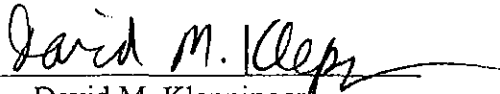
On March 3, 2000, the City filed a Petition to Intervene in the above-captioned proceeding. As noted in the City's Petition, the City receives service from PECO under a broad number of rate schedules. As a result, the City was particularly concerned with the effects of the merger on PECO's current rates, system reliability, and the interpretation of the City's contract with PECO. Additionally, PECO employs a large number of Philadelphians at its corporate

headquarters in Philadelphia. For this reason, the City was concerned with the merger effects on employee retention and the resulting effect on the economy.

The City believes that the Joint Petition satisfactorily addresses the aforementioned concerns, as well as providing additional benefits to all PECO customers. Specifically, the City concludes that the Joint Petition, to which a broad and diverse group of intervenors representing various public interests has agreed, does in fact serve the public interest. For the reasons set forth in the Joint Petition, as well as highlighted herein, the City respectfully requests that Administrative Law Judge Rainey and the Commission approve the terms and conditions of the Joint Petition.

Respectfully submitted,

McNEES, WALLACE & NURICK

By 

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Counsel to the City of Philadelphia

Dated: April 17, 2000

HANGLEY ARONCHICK SEGAL & PUDLIN

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DANIEL SEGAL
DAVID B. PUDLIN
ALAN KLEIN
MYRON A. BLOOM
JOSEPH A. DWORETZKY
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April 7, 2000

RECEIVED

APR 10 2000

PUBLIC UTILITY COMMISSION
PHILADELPHIA OFFICE
ADMINISTRATION LAW JUDGE

Secretary James McNulty
Pennsylvania Public Utility Commission
P.O. Box 3265
North Office Building
Harrisburg, PA 17105-3265

Re: Application of PECO Energy
Docket No. A-110550F0147

Dear Secretary McNulty:

I submit this letter to the Commission in support of the Joint Petition for Settlement in the above-captioned proceeding as counsel for the Mid-Atlantic Power Supply Association ("MAPSA"). MAPSA is a trade association whose membership includes Electric Generation Suppliers ("EGSs") licensed to operate in the Commonwealth of Pennsylvania. MAPSA's members sell retail electricity to numerous businesses and residential customers in PECO's service territory.

MAPSA intervened in this proceeding in order to ensure that the proposed restructuring and merger result in a benefit to competition in the market for retail electrical services. MAPSA engaged in extensive negotiations with PECO and the other parties to this proceeding, ultimately resulting in the Joint Petition for Settlement. MAPSA hereby expresses its support for the Settlement. In addition, because of MAPSA's particular interest in the competitive market, I will briefly comment on the particular provisions of the settlement relating to electric competition.

Paragraph 45 of the Settlement (“Access to Install Capacity (‘ICAP’)”) provides an initial step towards remedying the detrimental impact of the installed capacity requirement on electric competition. PJM currently requires that all load serving entities contract for a specified amount of capacity, in addition to the firm energy the entity must purchase. This requirement, coupled with an ICAP market that is subject to the exercise of market power, has inhibited the development of a robust market for retail electrical services in Pennsylvania. Accordingly, one of MAPSA’s goals in this proceeding was to ensure that the proposed restructuring and merger provides some remedy for this problem. While Paragraph 45 does not solve the problem, it represents a first step towards such a remedy, by providing EGSs an option to purchase a guaranteed quantity of ICAP at a fixed price.

Paragraph 46 of the Joint Petition (“Release of Customer Historical Billing Data”) will also encourage competition in the retail electrical services market. Section (a) ensures that, in addition to the information currently provided, EGSs will receive twelve individual months of usage and twelve individual months of billing demand for all customers who have not restricted the release of this information. In addition, the customer lists will be updated quarterly, and will be provided until at least 2004. As a result, EGSs and customers will have access to substantially more and more accurate information, and will therefore be better able to participate in the market. Furthermore, section (b) ensures that, for individual, customer-authorized requests for account information, PECO will respond in a timely manner. MAPSA believes Paragraph 46 and the accompanying changes to PECO’s Supplier Coordination Tariff will provide a model for the development of competition throughout Pennsylvania and the nation.

Paragraph 48 (“Customer Load Profile Revisions”) is another step toward the improvement of the competitive market. EGSs are required to use EDC-supplied load profiles for their non-interval metered customers, even when such load profiles are known to be inaccurate. As a result, EGSs cannot necessarily schedule the correct amount of energy for the customers’ energy requirements, and are forced to rely on the hourly energy market to balance their supply against their customers’ requirements. This increases the risks and costs that EGSs must bear in serving retail customers; these costs are ultimately born by the customers themselves. Paragraph 48 attempts to remedy this situation, by providing a mechanism whereby EGSs will be able to obtain revised, and hopefully more accurate, prospective customer load profiles.

Paragraph 49 (“EDI”) ensures that PECO will comply with all of its electronic data interchange (“EDI”) standards and protocols. In the past, EGSs have had some difficulty in maneuvering through the EDI system as implemented and used by PECO. Paragraph 49 embodies a commitment by PECO to comply with all of its EDI obligations, and provides a mechanism for the resolution of any problems that may arise.

Secretary James McNulty
April 7, 2000
Page 3

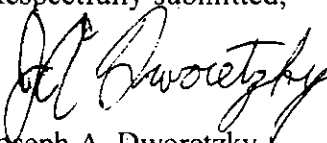
Paragraph 50 ("Dispute Resolution"), and the accompanying Appendix E, provide an effective mechanism for the resolution of any problems that may arise with PECO relating to electric competition. It creates a speedy dispute resolution mechanism involving mediation and/or arbitration before an ALJ, along with faster submission of any disputes that cannot be resolved through this mechanism to the Commission. Likewise, Paragraph 55 of the Joint Petition ("Information Reporting") will also protect the nascent retail electrical services market by enabling competitive EGSs to ensure that PECO is complying with its various code-of-conduct obligations.

Paragraph 51 ("PLR Marketing") is an additional measure to promote competition in the market for retail electrical services. PECO has agreed not to market, advertise, or promote its Provider of Last Resort ("PLR") service. This measure will enhance the development of a robust market for retail electrical services.

Paragraph 52 of the Joint Petition (Competitive Default Service) revises certain features of the Competitive Default Service (CDS) auction for the initial year of CDS. In particular, the settlement provides that for the initial year, 2001, the service will include only electric generation supply and capacity. This change may make it easier for EGSs to participate in the initial year of CDS. MAPSA reserves the right to comment on the RFP when issued by PECO and on the results of the CDS process when submitted to the Commission for approval, particularly with regard to the importance of CDS in facilitating the development of the competitive retail market in Pennsylvania consistent with the Commission's policies.

As set forth above, MAPSA believes that the Joint Petition for Settlement represents appropriate modifications to the proposed restructuring and merger that are in the public interest, particularly with respect to the promotion of electric competition. The provisions of the Settlement concerning the retail market will promote competition within PECO's service area. In addition, certain of them will provide a model for the market throughout Pennsylvania and the nation. For these reasons, MAPSA endorses the Joint Petition for Settlement and requests that the Commission approve the Settlement expeditiously.

Respectfully submitted,



Joseph A. Dworetzky

JAD/tg

cc: The Hon. Charles E. Rainey, Jr.
Service List

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Washington, DC 20005-2004
202.220.1200
Fax 202.220.1665

APR 10 2000

PUBLIC UTILITY COMMISSION
PHILADELPHIA OFFICE
ADMINISTRATIVE LAW JUDGE

202.220.1439
machlinm@pepperlaw.com

April 6, 2000

Via Messenger Delivery

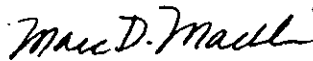
James J. McNulty, Secretary
Pennsylvania Public Utility Commission
Post Office Box 3265
North Office Building, Room B20
Harrisburg, PA 17105-3265

Re: Application of PECO Energy Company, Pursuant to Chapters 11, 19, 21, 22 and 28 of the Public Utility Code, for Approval of (1) a Plan of Corporate Restructuring, Including the Creation of a Holding Company and (2) the Merger of the Newly Formed Holding Company and Unicom Corporation; Application Docket No. A-110550F0147

Dear Mr. McNulty:

The National Railroad Passenger Corporation ("Amtrak") is a signatory to the Joint Petition for Settlement that was filed with the Pennsylvania Public Utility Commission (the "Commission") on Friday, March 24, 2000. This proposed settlement between PECO Energy Company ("PECO") and all or nearly all of the intervenors provides substantial benefits for PECO's customers, including Amtrak. Amtrak therefore supports the settlement and urges the Commission to approve it as soon as possible.

Sincerely,



Marc D. Machlin

cc: The Honorable Charles E. Rainey, Jr.
All Parties of Record

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

APPLICATION OF PECO ENERGY	:	
COMPANY, PURSUANT TO	:	
CHAPTERS 11, 19, 21, 22 AND 28 OF	:	
THE PUBLIC UTILITY CODE, FOR	:	
APPROVAL OF (1) A PLAN OF	:	Docket No. A-110550F0147
CORPORATE RESTRUCTURING,	:	
INCLUDING THE CREATION OF A	:	
HOLDING COMPANY AND (2) THE	:	
MERGER OF THE NEWLY FORMED	:	
HOLDING COMPANY AND UNICOM	:	
CORPORATION	:	

**STATEMENT OF PHILADELPHIA AREA INDUSTRIAL ENERGY USERS GROUP
IN SUPPORT OF THE JOINT PETITION FOR SETTLEMENT**

Philadelphia Area Industrial Energy Users Group ("PAIEUG"), by and through its counsel, submits that the Joint Petition for Settlement ("Joint Petition") filed in the above-captioned proceeding with the Pennsylvania Public Utility Commission ("PUC" or "Commission") on March 23, 2000, reflects a settlement among the Joint Petitioners with respect to the application by PECO Energy Company ("PECO" or "Company") for approval of (1) its proposed corporate restructuring, and (2) its proposed merger at the holding company level with Unicom Corporation ("Unicom").

On December 16, 1999, PAIEUG filed a Petition to Intervene in the above-captioned proceeding. As noted in PAIEUG's Petition, PAIEUG members receive electric and natural gas services from PECO, and use substantial volumes of electricity and natural gas in their manufacturing and operational processes. As a result, PAIEUG members were concerned with

the effects of the proposed merger on retail competition and the retail market in Pennsylvania, as well as the effect on transmission and distribution rates. Additionally, PAIEUG was interested in the calculation of savings created by the synergy of the merger, and the allocation of these savings among customers.

PAIEUG believes that the Joint Petition addresses the aforementioned concerns, as well as providing additional benefits to all PECO customers. Specifically, PAIEUG concludes that the Joint Petition is in the public interest. For the reasons set forth in the Joint Petition, as well as highlighted herein, PAIEUG respectfully requests that Administrative Law Judge Rainey and the Commission approve the terms and conditions of the Joint Petition.

1. As a result of the Joint Petition, PECO customers will receive a \$200 million reduction in their distribution service rates over a four year period, beginning January 1, 2002. This reduction will be distributed equally to all customer classes.

2. The cap on PECO's transmission and distribution rates, which would otherwise expire on June 30, 2005, will extend until December 31, 2006. As a result, the distribution service rates paid by PECO's customers from 1997 through 2006 will either be lower than, or the same as, those rates that were in effect on December 31, 1996, thus providing all PECO customers rate stability for an extended period of time.

3. The Joint Petition will also protect PECO ratepayers from responsibility for nuclear decommissioning expense obligations related to Unicom's nuclear plants. Moreover, if PECO seeks to increase its annual nuclear decommissioning expense allowance above its base annual accrue level of \$29.162 million, PECO agrees to forego recovery of \$50 million of the total, plus 5% of any additional increases above the base level. As a result, the Joint Petition

provides for an appropriate sharing of increases in nuclear decommissioning costs between shareholders and customers.

4. The Joint Petition also provides for the development of a Quality of Service Plan, which will enhance reliability and customer service, while also targeting specific areas in PECO's *service territory for improvements*. Additionally, the Company will be held accountable if these standards are not met. This enhancement in reliability provides benefits to all PECO customers by ensuring continued improvement in safe and reliable service.

5. The Joint Petition allows customers currently party to an existing "special contract" with PECO to have a unilateral, one-time option to terminate their contract with PECO for competitive energy supply. As a result of this "fresh start" provision, the Joint Petition provides "special contract" customers an additional opportunity to participate in the competitive market. This provision is beneficial to large industrial customers currently receiving service from PECO under a "special contract."

6. As a result of the Joint Petition, expenses incurred by the Joint Petitioners and the Commission for completing this provision will be less than they would have been if the proceeding had been fully litigated.

WHEREFORE, the Philadelphia Area Industrial Energy Users Group respectfully requests that Administrative Law Judge Rainey and the Pennsylvania Public Utility Commission approve the foregoing Joint Petition for Settlement.

Respectfully submitted,

McNEES, WALLACE & NURICK

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Counsel to the Philadelphia Area Industrial
Energy Users Group

Dated: March 29, 2000

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

APPLICATION OF PECO ENERGY :
COMPANY, PURSUANT TO CHAPTERS :
11, 19, 21, 22 AND 28 OF THE PUBLIC :
UTILITY CODE, FOR APPROVAL :
OF (1) A PLAN OF CORPORATE :
RESTRUCTURING, INCLUDING THE :
CREATION OF A HOLDING COMPANY : DOCKET NO. A-110550F0147
AND (2) THE MERGER OF THE NEWLY :
FORMED HOLDING COMPANY :
AND UNICOM CORPORATION :

**CLEAN AIR COUNCIL, et al's STATEMENT
IN SUPPORT OF THE
JOINT PETITION FOR SETTLEMENT**

By and through their counsel, Clean Air Council, et al, submits the following statement.

On November 22, 1999, PECO filed with the Public Utility Commission its Application for Restructuring and Merger with Unicom Corporation, of Illinois. PECO asserted that these actions would serve the public interest, primarily through sharing of "best practices," forestalling of future rate increases, and improvements in ability to meet customer demand.

Clean Air Council, Andrew Altman, Dennis Winters and Amy Hammersmith filed a protest and intervention against the Restructuring and Merger on December 20, 1999, on the grounds that a public benefit was not shown and that, to the contrary, the public would be exposed to unnecessary risks.

Clean Air Council has been an active party in this proceeding. The Council participated in the Prehearing Conference, successfully opposed a motion by PECO to eliminate the Administrative Law Judge's Recommended Decision from this proceeding, made discovery requests of PECO, and retained an expert witness to provide direct testimony.

The Council also entered good faith negotiations with PECO and other intervenors on March 1, 2000. Through concerted effort which involved substantial compromise on all sides, an agreement was reached which is embodied in the Joint Petition for Settlement, filed on March 23, 2000.

The Joint Petition for Settlement contains, inter alia: substantial value for consumers,

environmental benefits, improvements for the competitive market, and protection from financial risks and reliability reductions. The Council believes that with these changes or additions the Company's Application for Restructuring and Merger with Unicom will sufficiently serve the public interest to meet the legal standard by which it must be judged. The Council has signed the Joint Petition and supports its expedited approval without modification by the Commission.

Major components of the settlement bear mention. Consumers will enjoy \$200 million in rate reductions over five years across all customer classes. Additionally, the first \$50 million in excess costs for nuclear decommissioning will be borne by shareholders under this agreement, rather than by ratepayers. This is a tangible benefit, since historically decommissioning funding needs have been underestimated.

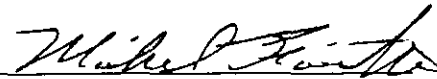
Environmental gains are substantial. Nearly \$25 million in new funding is provided for: wind power generation projects; a wind block sales marketing program; at least 450 rooftop solar photovoltaic installations; and renewable energy education. In addition, changes to Rate RS tariff and interconnection rules now make net metering more economically viable, encouraging environmentally advantageous self-generation.

The Council believes that these environmental commitments will lead to a cleaner energy future for Pennsylvania, an outcome which will provide better air quality for healthier lives. This is undoubtedly in the public interest.

WHEREFORE, Clean Air Council, et al, respectfully request that Administrative Law Judge Charles E. Rainey, Jr., and the Commission approve the Joint Petition for Settlement.

Respectfully submitted,

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Counsel for Protestants and Petitioners
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BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

APPLICATION OF PECO ENERGY :
COMPANY, PURSUANT TO :
CHAPTERS 11, 19, 21, 22 AND 28 OF :
THE PUBLIC UTILITY CODE, FOR :
APPROVAL OF (1) A PLAN OF : Docket No. A-110550F0147
CORPORATE RESTRUCTURING, :
INCLUDING THE CREATION OF A :
HOLDING COMPANY AND (2) THE :
MERGER OF THE NEWLY FORMED :
HOLDING COMPANY AND UNICOM :
CORPORATION :

**STATEMENT OF INDUSTRIAL ENERGY CONSUMERS OF PENNSYLVANIA
IN SUPPORT OF THE JOINT PETITION FOR SETTLEMENT**

Industrial Energy Consumers of Pennsylvania ("IECPA"), by and through its counsel, submit that the Joint Petition for Settlement ("Joint Petition") filed in the above-captioned proceeding with the Pennsylvania Public Utility Commission ("PUC" or "Commission") on March 23, 2000, reflects a settlement among the Joint Petitioners with respect to the application by PECO Energy Company ("PECO" or "Company") for approval of (1) its proposed corporate restructuring, and (2) its proposed merger at the holding company level with Unicom Corporation ("Unicom").

On December 22, 1999, IECPA filed a Petition to Intervene in the above-captioned proceeding. As noted in IECPA's Petition, IECPA is a forty-two member association of energy-intensive industrial consumers of electricity and natural gas. IECPA's members annually

consume approximately 7.5 billion kWh of electricity and 850 million MCF of natural gas, which represent a significant cost of production and operation for IECPA members. Because PECO's proposed merger is the first merger of major magnitude decided by the Commission under 66 Pa. Section 2811(e) of the Electricity Generation Customer Choice and Competition Act, IECPA members were concerned with the precedential value of the Commission's deliberations and decision, as well as general public interest issues that would be addressed in the proceeding.

IECPA believes that the Joint Petition addresses the aforementioned concerns, as well as providing additional benefits to all PECO customers. Specifically, IECPA concludes that the Joint Petition is in the public interest. For the reasons set forth in the Joint Petition, as well as highlighted herein, IECPA respectfully requests that Administrative Law Judge Rainey and the Commission approve the terms and conditions of the Joint Petition.

1. As a result of the Joint Petition, PECO customers will receive a \$200 million reduction in their distribution service rates over a four year period, beginning January 1, 2002. This reduction will be distributed equally to all customer classes.

2. The cap on PECO's transmission and distribution rates, which would otherwise expire on June 30, 2005, will extend until December 31, 2006. As a result, the distribution service rates paid by PECO's customers from 1997 through 2006 will either be lower than, or the same as, those rates that were in effect on December 31, 1996, thus providing all PECO customers rate stability for an extended period of time.

3. The Joint Petition will also protect PECO ratepayers from responsibility for nuclear decommissioning expense obligations related to Unicom's nuclear plants. Moreover, if

PECO seeks to increase its annual nuclear decommissioning expense allowance above its base annual accrue level of \$29.162 million, PECO agrees to forego recovery of \$50 million of the total, plus 5% of any additional increases above the base level. As a result, the Joint Petition provides for an appropriate sharing of increases in nuclear decommissioning costs between shareholders and customers.

4. The Joint Petition provides for the development of a Quality of Service Plan, which will enhance reliability and customer service, while also targeting specific areas in PECO's service territory for improvements. Additionally, the Company will be held accountable if these standards are not met. This enhancement in reliability provides benefits to all PECO customers by ensuring continued improvement in safe and reliable service.

5. As a result of the Joint Petition, expenses incurred by the Joint Petitioners and the Commission for completing this provision will be less than they would have been if the proceeding had been fully litigated.

WHEREFORE, the Industrial Energy Consumers of Pennsylvania respectfully request that Administrative Law Judge Rainey and the Pennsylvania Public Utility Commission approve the foregoing Joint Petition for Settlement.

Respectfully submitted,

McNEES, WALLACE & NURICK

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Counsel to the Industrial Energy Consumers
of Pennsylvania

Dated: March 29, 2000

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Application of PECO Energy Company :
Pursuant to Chapters 11, 19, 21, 22 and :
28 of the Public Utility Code, :
For Approval of (1) a Plan of : **Docket No. A-110550F0147**
Corporate Restructuring, Including :
the Creation of a Holding Company :
and (2) the Merger of the Newly :
Formed Holding Company and Unicom :
Corporation :

**Statement in Support of Joint Petition for Settlement
of Consumers Education and Protective Association, Association of Community
Associations for Reform Now, Action Alliance of Senior Citizens
of Greater Philadelphia and Tenants' Action Group**

The Consumers Education and Protective Association, the Association of Community Organizations for Reform Now, the Action Alliance of Senior Citizens of Greater Philadelphia, and the Tenants' Action Group (collectively "CEPA et al."), through counsel Community Legal Services, Inc., hereby file this Statement in Support of Joint Petition for Settlement as follows:

CEPA et al. filed a Protest and Intervention in this proceeding on December 20, 1999 and, as in PECO Energy Company's prior securitization and restructuring cases at Docket Nos. R-00973953 and P-00971265, have actively participated in the extended and complex

settlement negotiations that resulted in the Joint Petition for Settlement. On the basis of this experience, and all available information, CEPA et al. have concluded that the proposed settlement (hereinafter "Settlement") assures that between 2001 and the end of 2006, PECO ratepayers and the public at large will substantially benefit from the proposed merger in a wide variety of ways, and that the sum of the benefits exceeds the dollar value of the net savings to be achieved by PECO Energy as a regulated distribution company resulting from merger related synergies. CEPA et al. submit that if this case were fully litigated before the Commission, the public would not be able to obtain greater value, and might very well obtain a lesser result.

Rate Reductions. CEPA et al. regard the \$200 million in rate reductions provided for in the Settlement as a significant step in passing through tangible merger related synergies to the public. The rate reductions provided in Section 10 and 11 must be viewed in conjunction with the \$60 million reduction in CTC for the year 2001 that has been achieved through settlement of issues associated with the recent additional issuance of a QRO for the securitization of stranded costs. Coupled with this CTC reduction, the Settlement assures that Transmission and Distribution rates, instead of rising 6% next year to return to January 1, 1997 levels, will remain for residential customers at least 2.3% below January 1, 1997 levels for the years 2001, 2002 and 2003, and at 1.5% to 1.75% below those levels during the years 2004 and 2005. Moreover, due to the extension of the Transmission and Distribution rate cap through 2006, customers will pay no more in 2006 than they paid as

of January 1, 1997. In addition, the modification of the Restructuring Full Settlement provisions concerning PECO's recovery of its universal service costs will save customers as much as \$15 million in charges not subject to the rate cap between 2001 and the end of 2006.¹

Universal Service. In addition to seeking reductions in rates for all customers, CEPA et al. sought in these negotiations to focus attention on the most obvious deficiencies in PECO's CAP Rate program, a discount program for customers with household incomes at or below 150% of the federal poverty level. Recent expert evaluations and analyses of PECO's CAP Rate program have expressed the concern that the tariffed rates for customers below 100% of poverty (approximately 50% off the standard residential rates for the first 500 kWh) are not affordable under PUC affordability standards for many households with incomes below 50% of federal poverty. See Peach, H. Gil, Process Evaluation of the PECO Energy "CAP-Rate" Pilot, Beaverton, Oregon: H. Gil Peach & Associates/Scan America, 1998, Monograph 981-2, pp. xxi; "Direct Testimony and Exhibits of Roger D. Colton. Universal Service and Energy Efficiency Issues," OCA Statement No. 4, Docket No. R-00994787. This "special needs" part of the low income population is typified by the

¹ On the electricity generation side, the provisions contained in Sections 45 through 56 of the Settlement, designed to enhance retail electric generation competition, may lead to additional opportunities for cost savings by customers who exercise their right to shop for electricity generation.

household whose sole source of income is TANF, an income which is approximately 35% of the federal poverty standard. The Settlement addresses problems posed by the energy needs of this portion of the low income population in several ways, some as part of the class of low income customers generally, and some directly as a distinct subgroup within that class.

At Section 34, PECO reaffirms that the CAP Rate Program is an "open enrollment" program, open to all payment troubled customers with household incomes at or below 150% of federal poverty. The initial maximum participation level in the existing CAP Rate electric program is raised to 125,000. This measure ensures that no otherwise eligible customer will be denied the benefits of CAP Rate solely because the Program is "full."

At Section 30, PECO commits to the prompt development and implementation of a computerized customer "Data Warehouse" which is critical for the rational development and refinement of programs to meet the needs of the low income population in general and the low income population below 50% of federal poverty.

At Section 31, PECO commits to working with its LIURP Advisory Committee to assess the energy circumstances of households at 50% of poverty and below, and to develop as necessary program enhancements to meet their special needs.

At Section 29, PECO agrees to provide support above its existing support to the fuel funds in the five county area in the amount of \$1.3 million annually in 2001 and 2002; in the event that a "special needs" program is not in place by 2003, PECO commits to providing an additional \$400,000 to these fuel funds in that year. Under this Section, the Philadelphia

fuel fund, the Utility Emergency Services Fund (“UESF”), will receive \$1 million per year in the next two years to assist low income households who are threatened with termination of utility service or whose utility service has already been terminated.²

Jobs and Economic Development. CEPA et al. have traditionally attached high importance to economic development and the preservation of jobs in Philadelphia and the five county area generally.

At Section 82 of the Settlement, PECO commits to maintaining 1250 jobs at its headquarters at 2301 Market Street, Philadelphia, through 2003, more than 90% of the jobs currently there.


In addition, Section 43 of the Settlement provides for acceleration of the \$9.98 million otherwise due to the Sustainable Development Fund (SDF) between the present and 2005 under the Restructuring Full Settlement. This acceleration, which has a value of several million dollars, provides added resources to a fund whose mission is “to promote the development and use of renewable energy and clean energy technologies, energy conservation and efficiency, and economic development projects which promote clean energy.” Joint Petition for Full Settlement of PECO Energy Company’s Restructuring Plan and Related Appeals and Application for a Qualified Rate Order and Application for Transfer of Generation Assets (April 29, 1998), Dockets Nos. R-00973953 and P-

² Approximately 70% of UESF’s available funds are distributed to households with incomes below 50% of federal poverty.

00971265(emphases added).

In conclusion, in this Settlement, PECO and the participating parties attempted to accommodate and harmonize all the diverse interests articulated by all the parties who filed Protests and/or intervened. PECO has been induced to put substantial value on the table in many forms to meet the particularized needs of this region. CEPA et al. believe that it would be a serious mistake to delay approval of the Settlement in the hope of extracting marginal additional benefits, thereby increasing the risk that the merger will not be consummated and that the parties will never see any merger benefits at all. CEPA et al., like all other parties, did not obtain everything that they hoped to obtain through these negotiations. They recognized that their needs had to be reconciled with the needs of other parties and of PECO itself, and that their bargaining power was limited by the relatively meager leverage provided by the Public Utility Code, existing legal precedent and the Electricity Generation Customer Choice and Competition Act. For these reasons, CEPA et al. request that the Commission approve the Settlement without modification.

Respectfully submitted,



PHILIP A. BERTOCCI, ESQUIRE
EDWARD A. MCCOOL, ESQUIRE
Attorneys for CEPA, ACORN,
Action Alliance and TAG

Date: March 29, 2000

COMMUNITY LEGAL SERVICES, INC.
1424 Chestnut Street, 4th Floor
Philadelphia, PA 19102
(215) 981-3702

Enclosure

ISSUES RAISED BY ERIC JOSEPH EPSTEIN AND ADDRESSED BY PECO ENERGY

1) Nuclear Decommissioning

- Any "upward adjustment", up to \$50 million, for nuclear decommissioning at Limerick 2 & 3, Peach Bottom 2 & 3 and Salem 1 & 2, above the 1995-1996 cost projections filed at the Pennsylvania PUC, will be paid by PECO Energy share holders;
- PECO Energy will commit \$500,000, for a period of five years, to conduct dedicated research relating nuclear decommissioning, i.e., remote robotics.

2) Planned Operating Life for PECO's Nuclear Generating Stations

- PECO agreed to extend the activities of the EFMR Monitoring Group to include the Peach Bottom nuclear generating station. This Agreement was modeled on the 1992 GPU/EFMR Agreement and the 1999 AmerGen/EFMR Agreement.

3) Spent Fuel Disposal

- PECO will not import Low Level Radioactive Waste or High Level Radioactive Waste onto Peach Bottom;
- PECO will not utilize Mixed Uranium Oxide at any of its nuclear generating facilities.

4) Rate Payer Equity

- PECO established a nuclear decommissioning 95%/5% cost sharing formula between rate payers and share holders;

5) Community Investment

- Community investment levels in south central Pennsylvania will increase by 5% per year over a 60 month period.

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of PECO Energy Company :
Pursuant to Chapters 11, 19, 21, 22 :
and 28 of the Public Utility Code, :
For Approval of (1) a Plan of : Docket No. A-110550F0147
Corporate Restructuring, Including :
the Creation of a Holding Company :
and (2) the Merger of the Newly :
Formed Holding Company and Unicom :
Corporation :

**OFFICE OF SMALL BUSINESS ADVOCATE
STATEMENT IN SUPPORT OF
JOINT PETITION FOR SETTLEMENT**

The Office of Small Business Advocate ("OSBA") files this Statement in Support of the Joint Petition for Settlement (the "Joint Petition") of this proceeding that was filed with the Commission (via Federal Express) on March 23, 2000. The Joint Petition reflects a settlement among the Joint Petitioners with respect to the application by PECO Energy Company ("PECO") for approval of (1) its proposed corporate restructuring, and (2) its proposed merger at the holding company level with Unicom Corporation ("Unicom").

The OSBA represents that:

1. The OSBA filed its Notice of Intervention in this case on January 13, 2000 and was an active participant in the extended negotiations among the active parties that resulted in the Joint Petition to which this Statement in Support should be attached.

2. With the assistance of its consultants on economic issues, the OSBA has carefully reviewed the application that PECO filed with the Pennsylvania Public Utility Commission ("PUC" or "Commission") on November 22, 1999. That filing also included substantial supporting financial and operational data as well as the prepared direct testimony of three PECO executives and two outside expert witnesses (whose testimony addresses the estimated cost savings and the competitive effects of the proposed merger). In addition, wide-ranging discovery efforts by the active parties have produced extensive additional data and information relating to the proposed corporate restructuring of PECO and its merger with Unicom. That additional information was also reviewed by the OSBA and its consulting economists in order to formulate the OSBA's positions on these complex proposals.

3. Following a prehearing conference on January 20, 2000 before Administrative Law Judge Charles E. Rainey, and pursuant to the Commission's well-established policy of encouraging settlements that promote the public interest, the active parties, including the OSBA, engaged in extended settlement discussions over the last several weeks. Parties representing diverse public and private interests negotiated vigorously in pursuit of their respective concerns. Ultimately the Joint Petitioners reached consensus on a number of significant modifications to the PECO proposals submitted to the Commission last November. Those changes are described in detail in the Joint Petition.

4. The OSBA respectfully submits that the settlement embodied in the Joint Petition is clearly in the public interest. Accordingly, the Joint Petition should be approved without modification by Judge Rainey and by the Commission for the reasons set forth therein, and in particular because:

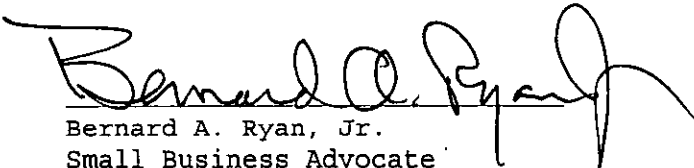
- A. PECO customers will receive reductions in their distribution service rates amounting to \$200 million dollars during the period from January 1, 2002 through December 31, 2005. All of PECO's customers, including its small business customers, will share equitably in those rate reductions.
- B. The cap on PECO's transmission and distribution rates will be extended for an additional year and a half, that is, until December 31, 2006. As a result, the distribution service rates paid by PECO's customers in the decade from 1997 through 2006 will either be lower than or the same as those that were in effect on December 31, 1996. Rate stability for such an extended period is both rare and of real value to PECO's customers.
- C. PECO has agreed to satisfy more stringent standards regarding service reliability and customer service pursuant to a Quality of Service Plan that will include specific targets for improvements in those areas. Moreover, PECO has agreed to provide annual reports on these matters to the Commission, the statutory advocates and the City of Philadelphia (and other interested

parties). Those yearly reports will show PECO's performance in those areas and how it fared with regard to the prescribed targets for improvements.

D. The nascent competitive generation service market in PECO's service territory will be promoted by a number of the provisions of the Joint Petition. These include PECO's agreement to provide enhanced access to installed capacity and to customer historic billing information, both of which will be of benefit to competitive generation suppliers as they seek to expand the market for generation services. The Joint Petition also includes restrictions with respect to the marketing of PECO's Provider of Last Resort service. In addition, the modifications in the CTC/ITC true-up procedures that are called for in the Joint Petition will insure greater stability in the shopping credits applicable to all customers, making the shopping option more attractive to PECO's customers and to potential competitive generation suppliers.

E. PECO's corporate headquarters will remain in Philadelphia at least through 2005, with staffing at its headquarters building to be no lower than current levels through the year 2003. PECO also will maintain staffing levels in all operational areas that are sufficient to provide adequate, safe and reliable service to all of its customers.

WHEREFORE, the Office of Small Business Advocate respectfully requests that the Joint Petition for Settlement be approved without modification by Administrative Law Judge Rainey and by the Commission.


Bernard A. Ryan, Jr.
Small Business Advocate

Dated: March 24, 2000



**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

**APPLICATION OF PECO ENERGY :
COMPANY, PURSUANT TO CHAPTERS :
11, 19, 21, 22 AND 28 OF THE PUBLIC :
UTILITY CODE, FOR APPROVAL :
OF (1) A PLAN OF CORPORATE :
RESTRUCTURING, INCLUDING THE : APPLICATION
CREATION OF A HOLDING COMPANY : DOCKET NO. A-110550F0147
AND (2) THE MERGER OF THE NEWLY :
FORMED HOLDING COMPANY AND :
UNICOM CORPORATION :**

**STATEMENT OF PENNFUTURE IN SUPPORT OF
JOINT PETITION FOR SETTLEMENT**

PennFuture intervened in this proceeding along with ten individuals out of concern that the merger, as initially filed, suggested no improvements to public service and raised serious questions about whether the merged company would maintain existing levels of public service in southeastern Pennsylvania.

This landmark Settlement squarely addresses our initial concerns by requiring modifications to the Application that provide substantial benefits to the public, and we wholeheartedly encourage the Commission to adopt the Settlement. As a result of this Settlement, electricity in the PECO service territory will be cleaner, more affordable, and safer.

PECO and numerous parties have worked hard and reached a result that provides concrete near and long-term benefits to the economy and environment of Pennsylvania. The Settlement benefits southeastern and all of Pennsylvania by helping consumers directly, encouraging a more competitive and reliable electric market, and helping

Pennsylvania to take the regional lead in developing renewable electricity that will provide long-term economic, environmental and health benefits to all Pennsylvanians.

The Settlement provides for meaningful rate reductions and minimizes future potential rate increases. The Settlement reduces distribution rates by \$200 million and extends the distribution rate cap through the end of 2006. Consumers also are likely to avoid an additional \$50 million to fund PECO's nuclear decommissioning liability. The Settlement provides further benefits for our most vulnerable low-income neighbors by expanding enrollment in the Customer Assistance Program, developing a "Special Needs Program," and providing at least \$1.3 million in additional emergency hardship funds.

The Settlement includes several provisions that protect existing jobs and encourage sustained economic development. The rate reductions and rate caps are a direct shot in the arm to businesses that locate in southeastern Pennsylvania. The Settlement includes several provisions that will increase the competitiveness of the generation market, helping to drive down prices. It includes enhanced reliability and customer service standards that are essential to growing businesses.

The Settlement also provides unprecedented regional support to facilitate the emergence of a renewable electric industry in Pennsylvania. PECO will provide a total of \$32 million in support of renewable energy, of which \$24 million is newly committed funds and the remainder is an accelerated payment of funds previously committed to the Sustainable Development Fund. Of this amount, \$15.5 million is dedicated to support the development of new wind generation facilities in Pennsylvania, \$4 million for rooftop photovoltaic installations, and \$2.5 to educate the public about the environmental, economic and technical importance of renewable electricity. The non-profit Sustainable

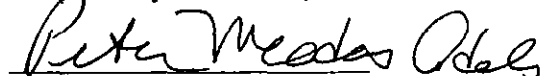
Development Fund will administer most of the funding through a combination of grants, loans, purchases and other financing to support the projects.

The funding commitments are but a part of the Settlement's support for renewable electricity. The Settlement provides tremendous improvement to PECO's "net metering" tariff that will enable consumers to better afford to install pollution-free solar panels on their roofs or fuel cells in their basement. The Settlement also establishes a cooperative procedure to develop streamlined technical requirements and procedures for the interconnection of renewable and distributed generation facilities to PECO's facilities. This effort should reduce uncertainties and expenses for developers of new renewable generation facilities, while improving the safety, reliability and efficiency of PECO's distribution system. Private installation of distributed generation closer to the customer will reduce the need for consumers to fund distribution system improvements and avoid "line losses" that can waste about 8% of the generation produced.

The provisions of the Settlement concerning renewable electricity benefit all Pennsylvanians beyond the economic development impacts. As renewable electricity replaces conventional electric generation, we will avoid air pollution that causes global warming, acid rain, smog and respiratory and cardiac problems. These benefits in turn will make Pennsylvania a better place to live and work.

For the foregoing reasons, PennFuture enthusiastically endorses the Joint Settlement and encourages the Commission to adopt the settlement expeditiously.

Respectfully Submitted,



John Hanger

Peter Meadows Adels

For the PennFuture Parties



BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

APPLICATION OF PECO ENERGY COMPANY, PURSUANT TO CHAPTERS 11, 19, 21, 22 AND 28 OF THE PUBLIC UTILITY CODE, FOR APPROVAL OF (1) A PLAN OF CORPORATE RESTRUCTURING, INCLUDING THE CREATION OF A HOLDING COMPANY AND (2) THE MERGER OF THE NEWLY FORMED HOLDING COMPANY AND UNICOM CORPORATION

Application Docket No. A-110550F0147

OFFICE OF TRIAL STAFF STATEMENT IN SUPPORT OF JOINT PETITION FOR SETTLEMENT

TO ADMINISTRATIVE LAW JUDGE CHARLES E. RAINEY:

The Office of Trial Staff (OTS) of the Pennsylvania Public Utility Commission ("Commission") respectfully requests that the terms and conditions of the foregoing Joint Petition For Settlement ("Settlement") be approved by Administrative Law Judge (ALJ) Rainey and the Commission. This request is based upon OTS' conclusion that the proposed Settlement is in the public interest, as stated in the Settlement and as highlighted herein:

- 1. The Settlement contains many benefits to ratepayers and the public in general. These benefits include rate reductions, an extension of the rate cap,

protection for PECO's ratepayers from expenses of decommissioning Unicom's nuclear units, the sharing of any future increases in nuclear decommissioning costs between shareholders and customers, reliability and customer service enhancements, promotion of competition, provision of environmental benefits, protection for customers from unregulated risks, and the maintenance by PECO of a strong corporate presence in Southeastern Pennsylvania. Further detail concerning some of these numerous benefits are set forth herein.

3. In OTS' view, one of the primary benefits of this Settlement is the \$200 million distribution rate reduction, which is to be provided over a four-year period commencing January 1, 2002. In addition, the Settlement extends the cap on PECO's transmission and distribution charges, which would otherwise expire on June 30, 2005, until December 31, 2006. The Settlement also provides protections to appropriately insulate ratepayers from the risks and cross-subsidization of unregulated ventures.

4. Another very important benefit of the Settlement is the protection provided to PECO ratepayers from responsibility for nuclear decommissioning expense obligations related to Unicom's nuclear plants. Also, if and when PECO seeks to increase its annual nuclear decommissioning expense allowance above its base annual accrual level of \$29.162 million, PECO agrees to forego recovery of \$50 million of the total, plus 5% of any additional increases above the base level.

This provides for an appropriate sharing of increases in nuclear decommissioning costs between shareholders and customers.

5. Also, the Settlement provides for the development of enhanced reliability and customer service standards, and holds management and supervisory personnel accountable if these standards are not met.

6. The Settlement promotes competition and provides considerable environmental benefit.

7. Furthermore, the Settlement provides public benefit in that PECO's charitable and civic giving is to be maintained at no less than current levels through 2003. In addition, the Settlement requires PECO to maintain corporate headquarters for its distribution business in Philadelphia through at least 2005, and to maintain employment at 2301 Market Street at no less than 1250 employees through 2003.

8. Moreover, in OTS' view, this Settlement provides value to the various litigants herein which might not have been attainable through full litigation.

9. Approval of this Settlement will avoid the substantial time and expense involved in litigating these matters in all the various forums, and will provide certainty to the parties as to the ultimate resolution of these issues. This Settlement resolves this proceeding in a manner that is consistent with the public

interest. The parties acknowledge that this Settlement will not prejudice future positions on any issue, except as expressly set forth herein.

WHEREFORE, for the reasons set forth above and embodied in the Joint Petition for Settlement, the Office of Trial Staff respectfully requests that the Administrative Law Judge and the Commission approve this Joint Petition for Settlement At Docket No. A-110550F0147, because its terms and conditions are in the best interests of the Company, its ratepayers, and the public.

Respectfully submitted,



Kenneth L. Mickens, Esquire
Kandace F. Melillo, Esquire
Office of Trial Staff

Dated: March 23, 2000

Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

Dated: March 23, 2000



ATTACHMENT D





PECO ENERGY

RECEIVED

Thomas P. Hill, Jr.
Vice President
Regulatory and External Affairs

APR 28 2000

PECO Energy Company
2301 Market Street
PO Box 8699
Philadelphia, PA 19101-8699
215 841 5802
Fax 215 841 6866

PUBLIC UTILITY COMMISSIC
PHILADELPHIA OFFICE
ADMINISTRATION LAW JUDGE

April 27, 2000

James J. McNulty, Secretary
Pennsylvania Public Utility Commission
North Office Building, Room B-18
Commonwealth Avenue and North Street
Harrisburg, Pennsylvania 17105-3265

RE: Application of PECO Company, Pursuant to Chapters 11, 19, 21, 22 and 28 of the Public Utility Code, for Approval of (1) a Plan of Corporate Restructuring, Including the Creation of a Holding Company and (2) the Merger of the Newly Formed Holding Company and Unicom Corporation

Dear Secretary McNulty:

The Joint Petition for Settlement in this proceeding contains terms and conditions related to the City of Philadelphia's Rule 4.6 contract (§ 68 and Appendix G), for which Commission approval is sought as part of the Settlement.

PECO and the City would like the Commission and the parties to be aware that PECO made additional commitments to the City to resolve this matter and to obtain the City's execution of the Settlement. PECO has made three additional commitments to the City:

1. Employment and Distribution Headquarters

PECO has made certain commitments regarding employment and maintenance of its distribution company headquarters, as set forth in the attached letter. PECO will provide the City with a copy of the annual statement filed with the Commission pursuant to § 65 of the Settlement.

2. Compressed Natural Gas

For a period of 5 years after closing the merger, PECO commits to maintain a marketing position in CNG at no less than its current level, as long as it remains profitable for PECO to maintain such a position. In addition, for a period of 5 years after closing the merger, PECO will maintain its existing CNG stations through one of the following options:

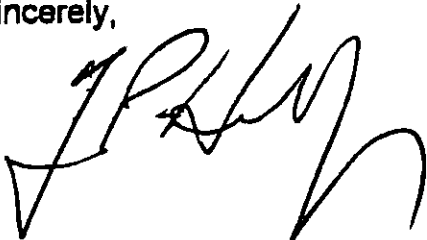
(1) continued ownership and operation, (2) continued lease and operation, or (2) sale or lease to an individual or entity that has demonstrated to PECO's satisfaction that it intends to and has the capability to continue to operate the station(s). Continued operation of the stations is subject to PECO's ability to acquire appropriate licenses, permits and approvals from local government authorities, as those licenses, permits, and approvals may be required from time to time.

3. Clean Cities Conference

PECO will provide a \$40,000 cash/in-kind contribution to support the Clean Cities Conference in 2001 if the City obtains that conference. In return for the contribution, the City will provide PECO with maximum sponsorship package available for its contribution level, as established by the Department of Energy's sponsorship guidelines.

Approval of the above-stated commitments to the City is not being requested from the Commission in connection with approval of the Settlement. However, PECO agrees that ¶¶ 69 and 70 of the Settlement will not bar the City from asserting any claims for relief with respect to the above-stated commitments before the Commission.

Sincerely,



cc: John M. Quain, Chairman
Nora Mead Brownell, Commissioner
Aaron Wilson, Jr., Commissioner
Terrance J. Fitzpatrick, Commissioner
Robert K. Bloom, Commissioner
Administrative Law Judge Charles E. Rainey, Jr. (Via Hand Delivery)
Certificate of Service



PECO ENERGY

President
PECO Energy Distribution

PECO Energy Company
2301 Market Street
PO Box 8699
Philadelphia, PA 19101-8699
215 841 6200
Fax 215 841 6706
E-mail: klawrence@peco-energy.com

April 11, 2000

The Honorable John F. Street
Mayor of the City of Philadelphia
Office of the Mayor
City Hall Room 214
Philadelphia, PA 19107

Dear Mayor Street:

This letter will confirm PECO Energy's commitments that (1) PECO Energy will maintain the corporate headquarters for its distribution business in Philadelphia through at least January 1, 2008; (2) the merger of PECO Energy and Unicom will result in no reduction in line forces in Philadelphia County; and (3) PECO Energy will maintain employment at 2301 Market Street at no less than the following levels:

1325 through December 31, 2001

1300 through December 31, 2002

1275 through January 1, 2004

1100 through January 1, 2008.

Sincerely,

ATTACHMENT E

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

**APPLICATION OF PECO ENERGY :
COMPANY, PURSUANT TO CHAPTERS :
11, 19, 21, 22 AND 28 OF THE PUBLIC :
UTILITY CODE, FOR APPROVAL :
OF (1) A PLAN OF CORPORATE :
RESTRUCTURING, INCLUDING THE : APPLICATION
CREATION OF A HOLDING COMPANY : DOCKET NO. A-110550F0147
AND (2) THE MERGER OF THE NEWLY :
FORMED HOLDING COMPANY AND :
UNICOM CORPORATION :**

**JOINT PETITION REGARDING ISSUES RAISED BY WALLACE TOWNSHIP AND
EAST BRANDYWINE TOWNSHIP**

This Joint Petition Regarding Issues Raised By Wallace Township And East Brandywine Township ("Township Joint Petition") is submitted by the following parties in the above-captioned proceeding: Wallace Township ("Wallace"), East Brandywine Township (East Brandywine) (together, the "Townships"), and PECO Energy Company ("PECO" or the "Company").

The purpose of this filing is to describe a proposal to resolve issues between the Townships and PECO, and to request Commission approval and oversight of that proposal.

1. The Townships are intervenor parties in the instant proceeding. As set forth more fully in their intervention pleadings, the Townships are concerned that their residents have experienced unacceptable levels of electric service reliability in recent years, and intervened in this proceeding both to seek resolution of those concerns and to ensure that the merger does not

further harm reliable electric service to its residents.

2. Since PECO's Application in this proceeding was filed in November, 1999, PECO and the Townships have had numerous conversations and other interactions regarding reliability of electric service in the Townships, during which PECO has represented that it will adequately remedy the concerns expressed by the Townships in their intervention pleadings. Among other things, PECO appeared at a joint public meeting of the Townships to hear and address resident concerns on reliability, and PECO provided a written response to all attendees of that meeting detailing the answers to the questions raised by residents at that meeting. In addition, PECO recently held an "open house" at the East Brandywine firehouse, in which the public was invited to attend a presentation by PECO of its plans to improve reliability in the Townships. During the open house, PECO presented a reliability enhancement plan (Attachment A), which contains 23 technical elements to improve reliability in the Townships. PECO has also committed to the Townships that it will continue to work with them to develop a reliability enhancement plan which is acceptable to the Townships and that it will keep the Townships and residents informed of progress under the reliability enhancement plan, as finally agreed upon. The Townships have retained an expert to review the proposed reliability enhancement plan that PECO submitted to the Townships, and PECO has committed to work with the Townships' experts to provide any additional information he may need to conduct his evaluation. Finally, PECO has committed to the Townships that PECO's performance in implementing the reliability enhancement plan agreed upon by PECO and the Township in the future is a matter that can be submitted to the Pennsylvania Public Utility Commission for oversight, review, and enforcement, as needed.

3. The Townships and PECO are satisfied that each of them is working in good faith to address the concerns raised in the Townships' interventions. Moreover, the Townships and PECO do not wish to cause any unnecessary delay in the Commission's evaluation of the PECO/Unicom merger. However, the reliability issues raised by the Townships in their interventions have not been fully resolved and may not be resolved for some months, as the parties reach and implement a final enhanced reliability plan. The Townships seek assurance in the instant proceeding that the alternative procedures that it has discussed with PECO will be available to them to resolve the aforementioned reliability issues.

4. To give effect to the above, PECO and the Townships have reached the following understanding. PECO and the Townships will continue to work toward a jointly acceptable written document that sets forth, among other things, a jointly acceptable enhanced reliability plan for improving reliability in the Townships (the "Township Settlement"). Once such a document has been completed, PECO and the Townships will jointly submit that document to the Commission in a newly constituted docket that deals solely with the Townships' reliability concerns. (For example, the parties may jointly file a Petition to open such a docket (pursuant to 52 Pa. Code § 5.41 et seq.), or the Townships may file a Complaint (pursuant to 52 Pa. Code § 5.21 et seq.). Once that proceeding is established, the parties will submit the Township Settlement to the Commission and request that the Commission take jurisdiction over and approve the Township Settlement as an enforceable commitment. PECO has no objection to the future proceeding incorporating any portion of the record from the instant PECO/Unicom merger proceeding which pertains to the Townships or the issues raised by the Townships.

5. If for some reason the parties are not able to reach settlement on some or all of the

reliability issues raised in their intervention, PECO agrees that the Townships have all rights provided to them under law, including the right to file a complaint with the Commission regarding those matters.

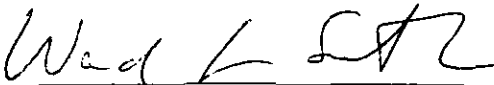
CONCLUSION

WHEREFORE, the Joint Petitioners, respectfully request that the Commission (1) approve this Joint Petition as part of the Settlement of PECO Energy's merger proceeding, (2) confirm that it will accept for filing, in a then-constituted docket dealing solely with the Townships' reliability concerns, such Township Settlement as the parties may reach, and (3) confirm that the Townships have the right to file a complaint to address reliability concerns, in the event that they are unable to reach a Township Settlement with PECO.

Respectfully submitted,

John Hall
Unruh, Turner, Burke, & Frees
17 West Gay Street
West Chester, PA 19381-0515

For Wallace Township



Ward L. Smith, Esquire
PECO Energy Company
2301 Market Street
P.O. Box 8699
Philadelphia, PA 19101-8699

For PECO Energy Company

John S. Halsted
Andrew D. H. Rau
Gawthrop, Greenwood & Halsted
199 North High Street
West Chester, PA 19381-0562

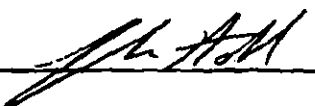
For East Brandywine Township

March 30, 2000

CONCLUSION

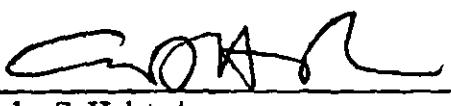
WHEREFORE, the Joint Petitioners, respectfully request that the Commission (1) approve this Joint Petition as part of the Settlement of PECO Energy's merger proceeding, (2) confirm that it will accept for filing, in a then-constituted docket dealing solely with the Townships' reliability concerns, such Township Settlement as the parties may reach, and (3) confirm that the Townships have the right to file a complaint to address reliability concerns, in the event that they are unable to reach a Township Settlement with PECO.

Respectfully submitted,



John Hall
Unruh, Turner, Burke, & Frees
17 West Gay Street
West Chester, PA 19381-0515

For Wallace Township



John S. Halsted
Andrew D. H. Rau
Gawthrop, Greenwood & Halsted
199 North High Street
West Chester, PA 19381-0562

For East Brandywine Township

Ward L. Smith, Esquire
PECO Energy Company
2301 Market Street
P.O. Box 8699
Philadelphia, PA 19101-8699

For PECO Energy Company

March 30, 2000



How does PECO plan to enhance service quality and reliability?

The East Brandywine and Wallace Townships reliability enhancement plan will improve the service quality and electrical reliability for our customers. Technical elements of this action plan include:

1. Install additional fusing to reduce exposure to a problem
 - ◆ *Manor Rd. South of Monacy Rd. – Status - Complete*
2. Reestablish line configuration due to bridge work near Cornog Inn
 - ◆ *Status - Complete*
3. Install various additional automatic sectionalizing devices (smart switches)
 - ◆ *Status - Through July*
4. Complete advanced tree trimming & removals
 - ◆ *Status - Through June*
5. Osborn Road - Install tree protection on existing conductors
 - New technology
 - ◆ *Status - Reviewing feasibility now*

6. Osborn Road - Install aerial cable if #5 above is not feasible
7. Install additional lightning protection on 34,000 volt system
 - ◆ *Status - Working through end of year*
8. Transfer block of load to adjacent circuit (near Route 340 and Bypass)
 - ◆ *Status - Complete*
9. Complete circuit patrols and complete associated maintenance
 - ◆ *Status - Ongoing (75% complete)*
10. Complete thermography patrols and complete associated repairs
 - ◆ *Status - Start 4/23 through 6/18*
11. Complete annual recloser inspection and repairs
 - ◆ *Status - Inspections Complete, repairs scheduled through May*
12. Complete various substation inspections and maintenance programs
 - ◆ *Status - Scheduled through year*
13. Revising storm philosophy regarding duration of interruptions
 - ◆ *Status - Ongoing*
14. At 12 locations, transfer electric facilities to new Bell Co. poles
 - ◆ *Scheduled based on reliability impact*

15. Replace hardware (insulators, crossarms, guywire, etc.) -
21 locations
 - ◆ *Status - 9 complete, 12 scheduled*

16. Replace 7 Westinghouse fuses (have been a chronic
problem)
 - ◆ *Status - Scheduled through April*

17. Replace tree-damaged recloser - Norwood Rd.
 - ◆ *Status - Scheduled for week of 4/17*

18. Highspire Rd. west of Green Pond Ln. - Replace pole
 - ◆ *Status - Scheduled for 4/11*

19. Several locations - Replace temporary jumpers with permanent
 - ◆ *Status - Complete*

20. Pennypacker Rd. south of Milford - Remove slack from conductors
 - ◆ *Status - Complete*

21. Replace underground cable in Hedgerow Development
 - ◆ *Status - Working*

22. Replace underground cable at Glen Manor and Indian King Rd.
 - ◆ *Status - Working*

23. Inspect and repair all capacitors
 - ◆ *Status - Scheduled for April and May*

ACKNOWLEDGEMENT OF RECEIPT & ACCEPTANCE OF SERVICE

AND NOW, to wit, this 2nd day of June, 2000,

the undersigned, as evidenced by execution hereof, acknowledges receipt, and accepts service of a Recommended Decision an official Commission document entered, issued, or otherwise promulgated under date of June 1, 2000 at Docket No. A-00110550F0147 on behalf of:

TANYA J MCCLOSKEY
OFFICE OF CONSUMER ADVOCATE


Signature

Kindly sign and date this acceptance of service and acknowledgement of receipt, and, return the same for filing to:

SECRETARY'S BUREAU RECORD RETENTION
PA PUBLIC UTILITY COMMISSION
B-20, North Office Building
Harrisburg, PA 17105-3265

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SECRETARY'S BUREAU

ACKNOWLEDGEMENT OF RECEIPT & ACCEPTANCE OF SERVICE

AND NOW, to wit, this _____ day of _____, 19__ ,

the undersigned, as evidenced by execution hereof, acknowledges receipt, and accepts service of a Recommended Decision an official Commission document entered, issued, or otherwise promulgated under date of June 1, 2000 at Docket No. A-00110550F0147 on behalf of:

BERNARD A RYAN ESQUIRE
OFFICE OF SMALL BUSINESS ADVOCATE

C. Updegraff
Signature

Kindly sign and date this acceptance of service and acknowledgement of receipt, and, return the same for filing to:

SECRETARY'S BUREAU RECORD RETENTION
PA PUBLIC UTILITY COMMISSION
B-20, North Office Building
Harrisburg, PA 17105-3265

OFFICE OF SMALL
BUSINESS ADVOCATE

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ACKNOWLEDGEMENT OF RECEIPT & ACCEPTANCE OF SERVICE

OFFICE OF SMALL
BUSINESS ADVOCATE

AND NOW, to wit, this _____ day of MAY 19th 2000

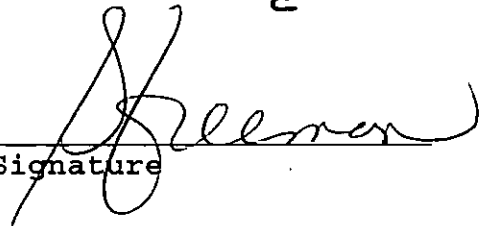
the undersigned, as evidenced by execution hereof, **RECEIVED** acknowledges receipt, and accepts service of ORDER an official Commission document entered, issued, or otherwise promulgated under date of MAY 12, 2000 at Docket No. A-110550 F0147 on behalf of:

BERNARD A RYAN JR ESQUIRE

OFFICE OF SMALL BUSINESS ADVOCATE

COMMERCE BLDG SUITE 1102

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Signature

Kindly sign and date this acceptance of service and acknowledgment of receipt, and, return the same for filing to:

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PA PUBLIC UTILITY COMMISSION
B-20, North Office Building
Harrisburg, PA 17105-3265

ACKNOWLEDGEMENT OF RECEIPT & ACCEPTANCE OF SERVICE

AND NOW, to wit, this 1st day of June, 2000, ~~19~~

the undersigned, as evidenced by execution hereof, acknowledges receipt, and accepts service of a Recommended Decision an official Commission document entered, issued, or otherwise promulgated under date of June 1, 2000 at Docket No. A-00110550F0147 on behalf of:

KENNETH MICKENS ESQUIRE
PA PUC OFFICE OF TRIAL STAFF

00 JUN -2 PM 1:54
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SECRETARY'S BUREAU

Claine C. Meisinger
Signature

Kindly sign and date this acceptance of service and acknowledgement of receipt, and, return the same for filing to:

To: →

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PA PUBLIC UTILITY COMMISSION
B-20, North Office Building
Harrisburg, PA 17105-3265

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OFFICE OF TRIAL STAFF