

CAPTION SHEET

CASE MANAGEMENT SYSTEM

- 1. REPORT DATE: 00/00/00
- 2. BUREAU: FUS
- 3. SECTION(S):
- 5. APPROVED BY: DIRECTOR: SUPERVISOR:
- 6. PERSON IN CHARGE:
- 8. DOCKET NO: R-00050812
- 4. PUBLIC MEETING DATE: 00/00/00
- 7. DATE FILED: 08/01/05
- 9. EFFECTIVE DATE: 09/30/05

PARTY/COMPLAINANT: PUC

RESPONDENT/APPLICANT: PECO ENERGY COMPANY

COMP/APP COUNTY: UTILITY CODE: 110550

ALLEGATION OR SUBJECT

PECO ENERGY COMPANY HAS FILED SUPPLEMENT NO 65 TO ELECTRIC PA PUC NO 3, TO BECOME EFFECTIVE SEPTEMBER 30, 2005, WHICH PROPOSES TO CONFORM THE EXISTING TARIFF LANGUAGE TO ACT 201.

DOCUMENT  
FOLDER

**DOCKETED**  
AUG 05 2005



An Exelon Company

ORIGINAL

Brian D. Crowe  
Director  
Rates & Regulatory Affairs

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PECO Energy Company  
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Mail To: P.O. Box 8699  
Philadelphia, PA 19101-8699  
August 1, 2005

RECEIVED

AUG 01 2005

Mr. James McNulty, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street  
Harrisburg, PA 17120

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

Subject: Supplement No. 65 to Tariff Electric – PaPUC No. 3  
Issued August 1, 2005 – to become effective on September 30, 2005  
Conformance to the Responsible Utility Customer Protection Act  
("Act 201")

R-00050812

Dear Mr. McNulty:

PECO Energy Company encloses for filing with the Commission an original and eight copies of Supplement No. 65, Tariff Electric No. 3, which is being filed to become effective on September 30, 2005. The primary purpose of this filing is to conform the existing tariff language to Act 201. Additionally, enclosed is the information required under 52 Pa. Code Section 53.52 (a) and a redline version of the proposed tariff changes.

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

Sincerely,

DOCKETED DOCUMENT FOLDER  
AUG 05 2005

w/enclosures

cc: Cheryl Walker-Davis, Esquire, Director, Office of Special Assistants  
Veronica Smith, Executive Director  
Mitchell A. Miller, Director, Bureau of Consumer Services  
Robert Rosenthal, Director, Bureau of Fixed Utility Service  
Robert Wilson, Manager, Bureau of Fixed Utility Services  
H. Edwin Rodrock, Supervisor, Bureau of Fixed Utility Services  
Office of Consumer Advocate  
Office of Small Business Advocate

**ORIGINAL**

**PECO Energy Company**

Electric Service Tariff

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COMPANY OFFICE LOCATION

2301 Market Street

Philadelphia, Pennsylvania 19101

AUG 01 2005

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

For List of Communities Served, See Page 4.

Issued August 1, 2005

Effective: September 30, 2005

ISSUED BY: D. P. O'Brien - President  
PECO Energy Distribution Company  
2301 MARKET STREET  
PHILADELPHIA, PA. 19101

**DOCKETED**

AUG 05 2005

**NOTICE.**

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LIST OF CHANGES MADE BY THIS SUPPLEMENT

Rules and Regulations (6<sup>th</sup> Revised Page No. 14)

Rules & Regulations 5.6 Interest on Deposit

Conforms the tariff to Act 201 by indicating simple interest will be calculated at the legal rate of interest pursuant to 66 Pa C.S.A §1404(c)(6) (i.e. 6%) on deposits for residential accounts.

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Rules & Regulations 17.5 Late Fees & Collection Costs

Conforms the tariff to Chapter 56.22 by indicating the late fee will be 1½% per month on the unpaid and overdue balance.

Rules & Regulations 17.6 Budget Billing

Conforms the tariff to Chapter 56.22 by indicating that, in the case where budget billing is terminated, the late fee will be 1½% per month of the unpaid actual charges.

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Rules & Regulations 18.1 Non-Payment Termination

Conforms termination references to Act 201.

Rules & Regulations 18.3 Termination for Cause

Conforms termination references to Act 201.

Rules & Regulations 18.7 Reconnection Charge

Provides a customer shall pay a reconnection charge based upon actual costs, prior to service restoration in conformance with Act 201.

PECO Energy Company

**RULES AND REGULATIONS (continued)**

**5.5 RETURN OF DEPOSIT.** Deposits secured from a customer shall either be applied with interest to the customer's account or returned to the customer with interest when the customer becomes creditworthy. In cases of discontinuance or termination of service, deposits will be returned with accrued interest upon payment of all service charges and guarantees or with deduction of unpaid accounts.

**5.6 INTEREST ON DEPOSIT.** The Company will allow simple interest on cash deposits calculated as follows:

- (1) with respect to residential accounts,
  - (a) interest accrued prior to December 14, 2004, at an annual rate determined by the average of the 1-Year Treasury Bills for September, October and November of the previous year ("Interest Index");
  - (b) interest accrued after December 14, 2004, at an annual rate determined by the legal rate of interest pursuant to 66 Pa. C.S.A. § 1404(C)(6);
- (2) with respect to commercial and industrial accounts, at the lower of the Interest Index or six percent; provided that interest accrued prior to April 14, 1995 shall be calculated at six percent.

(C)

Deposits shall cease to bear interest upon discontinuance of service (or, if earlier, when the Company closes the account).

**5.7 CREDIT INFORMATION.** In addition to information required otherwise hereunder, customers for whom the Company provides Consolidated EDC Billing or Separate EDC Billing shall be required to provide to the Company with such credit information as the Company requires. The Company will report to a national credit bureau only on credit history associated with the portion of the past due amount attributable to the Company's charges.

**5.8 APPLICABILITY TO CUSTOMERS RESIDING AT PLACE OF BUSINESS.** For purposes of all of the provisions of this Rule 5, when a customer resides at a place of business or commercial establishment, legitimately served pursuant to a commercial or industrial rate schedule, that is not a residential dwelling unit attached thereto, the customer is not thereby entitled to any of the protections in the Pennsylvania Public Utility Code or the Commission's regulations implementing the Pennsylvania Public Utility Code, or to any of the provisions of these rules or this Tariff, that apply exclusively to deposits for residential customers.

**6. PRIVATE PROPERTY CONSTRUCTION**

**6.1 COMPANY'S SERVICE LINES.** Where the Company has distribution facilities of adequate capacity on the highway or in other trunk line location adjacent to the premises to be served, it will provide, own and maintain standard service-supply lines as follows:

**(a) UNDERGROUND:**

Underground cable construction to a point approximately 18 inches inside the property line of the customer, except:

- (1) For secondary service to new residences or new apartment buildings, underground cable construction will be extended to a meter location or connection box located at the building or buildings, as designated by the Company and in accordance with Rule 7.3.
- (2) The Company will make necessary repairs to customer-owned extensions of secondary service-supply lines for residential customers at no charge. If such customer-owned extension requires replacement, the Company will make the replacement and assume ownership of the service-supply line with the Company bearing the cost up to 200 feet in length and the customer bearing the cost for all additional length.

**(b) AERIAL:**

A single span of aerial open wire or cable construction to the first suitable support of the customer, nominally 100 feet inside the property line of the customer. The customer's support shall be so located that the service span will be free of obstruction and adequately supported as required by the size and weight of the conductors.

**6.2 SERVICE -SUPPLY ALTERATIONS.** Changes related to a service-supply line or a meter owned by the Company, for the accommodation of the customer, shall be at the expense of the customer.

**6.3 CUSTOMER'S SERVICE EXTENSION.** The customer shall provide, own and maintain the service extension from the Company's service-supply lines to the receiving equipment.

**6.4 METERS AND TRANSFORMERS.** The Company will provide, own and maintain any meter or meters, and also the transformer or transformers (both potential and current type transformers), required in the supply of service of the current characteristics specified by the Base Rate or rider under which the service is provided, unless the customer receives Advanced Meter Services from an AMSP in that case such AMSP will install, provide, own, and/or maintain the Customer's meter or meters while the Company will continue to own the potential and current type transformers. The supply of transformers by the Company shall be limited to those required for a single standard transformation.

**6.5 TRAILER PARKS.** Where it is established by plans, development, use or other facts that the operation of a trailer park is predominantly to provide rental locations for non-transient trailers, with not less than two nor more than four such locations, the Company, upon written application of the trailer park operator and upon the receipt of an enabling agreement and of adequate rights-of-way, will construct, own and operate within the trailer park specified aerial electric energy, the trailer park operator being liable for payment of service to trailer park tenants not contracting in writing for service in their own names. The Company's obligation to install or extend such distribution facilities within the trailer park is limited to the investment warranted by the anticipated revenue. Alterations of such distribution facilities at the request of the park operator when not for the purpose of serving additional trailer rental locations will be at the cost of the trailer park operator. A trailer park operator desiring underground distribution facilities within a trailer park consisting of

(C) Indicates Change-

RULES AND REGULATIONS (continued)

**17. BILLING AND STANDARD PAYMENT OPTIONS**

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

**17.2 BILLING OPTIONS.** A customer may select one of the following three billing options: (1) Consolidated EDC Billing; (2) Consolidated EGS Billing; and (3) Separate EDC/EGS Billing, as those terms are defined herein. If a customer does not make a selection, the customer shall receive Consolidated EDC Billing. When the Company provides Consolidated EDC Billing or Separate EDC Billing, it will comply with the terms and conditions of Appendix C to the Joint Petition for Full Settlement.

**17.3 PAYMENT.**

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

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

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

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

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

1. Outstanding balance before Direct Access or the installment amount for a payment agreement on this balance.
2. Balance due or the installment amount for a payment agreement for ITCs.
3. Balance due or the installment amount for a payment agreement for CTCs.
4. Balance due or the installment amount for a payment agreement for Fixed and Variable Distribution Service Charges.
5. Current ITCs.
6. Current CTCs.
7. Current Fixed and Variable Distribution Service Charges.
8. Balance due for prior charges for Energy and Capacity.
9. Current charges for Energy and Capacity Charges.
10. Non-basic service charges.

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

**17.6 BUDGET BILLING.**

(a) At the option of a customer receiving residential service under Rates R, RT, R-H, R-S, OP, POL and GS, an estimated total bill for all service to be received by the customer over a twelve-month period may be budgeted over the period and an average bill rendered monthly for payment each month and such monthly budget bill will not be subject to late fees. Any difference between the budgeted amounts so paid and the actual charges for a twelve-month budget period will be adjusted in the twelfth month. If a monthly budget bill is not paid, the customer will be notified with the next monthly budget bill that budget billing will be terminated unless payment of the past due budget bill is made on or before the due date of the current budget bill. If budget-billing is terminated, a late fee of 11/2% per month will be added to the unpaid balance of actual charges on the next billing date in accordance with Rule 17.3 and 17.5.

The Company may also arrange budget billing for creditworthy commercial and industrial customers.

(b) When the Company provides Consolidated EDC Billing, the EGS's charges will be included in the customer's Budget Billing Plan if the customer and EGS so indicate. In such circumstances, the Company will separately track the customer's EDC and EGS charges and remit EGS charges to the EGS as billed to the customer.

(C) Indicates Change

RULES AND REGULATIONS (continued)

**17.7 CALCULATION OF LATE FEE.** Where a late fee is applicable, the amount of the late fee to be added to the unpaid balance shall be calculated by multiplying the unpaid past due balance, exclusive of any previous unpaid late fees, by the appropriate late fee rate.

**17.8 TAX EXEMPTION.** If a customer is tax exempt, the customer must provide a tax exempt form to PECO Energy and to its EGS, regardless of which billing option the customer chooses.

**17.9 BILLING ERRORS.** When the Company provides Consolidated EDC Billing, PECO Energy shall not be responsible for billing errors resulting from incorrect price information received from an EGS.

**17.10 RETURNED CHECK CHARGE.** If a check received in payment of a customer's account is returned to the Company unpaid or if upon a second attempt by the Company or its agent for payment the check is again returned unpaid, then the Company will add a returned check charge to the customer's account in the amount of \$20.00.

**17.11 APPLICABILITY TO CUSTOMERS RESIDING AT PLACE OF BUSINESS.** For purposes of all of the provisions of Rule 17, when a customer resides at a place of business or commercial establishment legitimately served pursuant to a commercial or industrial Base Rate, that is not a residential dwelling unit attached thereto, the customer is not thereby entitled to any of the protections in the Public Utility Code or the Commission's regulations implementing the Pennsylvania Public Utility Code, or to any of the provisions of these rules or this Tariff, that apply exclusively to payment terms for residential customers.

**18. PAYMENT TERMS & TERMINATION OF SERVICE**

**18.1 NON-PAYMENT TERMINATION.** When the Company is providing either Consolidated EDC Billing or Separate EDC Billing, the customer is subject to collection action, including termination of service (in accordance with the Pennsylvania Public Utility Code or the Commission's regulations), on the portion of the past due amount attributable to the Company's charges for: (1) service, (2) CTCs/ITCs, and (3) Energy and Capacity. Upon termination of service, the Company may also remove its equipment. Notice that complies with applicable Commission regulations shall conclusively be considered to be "reasonable" hereunder. (C)

**18.2 PAYMENT TERMS.** When the Company is providing either Consolidated EDC Billing or Separate EDC Billing, the Company will in accordance with Pennsylvania Public Utility Law and applicable Pennsylvania Public Utility Commission Regulations and Orders, negotiate payment arrangements on the portion of the past due amount attributable to its charges for: (1) service, (2) CTCs/ITCs, and (3) Energy and Capacity. However, the Company will not negotiate payment arrangements on behalf of an EGS.

**18.3 TERMINATION FOR CAUSE.** The Company may terminate on reasonable notice if entry to the meter or meters is refused or if access thereto is obstructed or hazardous; or if utility service is taken without the knowledge or approval of the Company; or for other violation of these Rules and Regulations and/or applicable Commission rules, including those found at Pennsylvania Public Utility Code or the Commission's regulations. (C)

**18.4 SAFETY TERMINATION.** The Company may terminate without notice if the customer's installation has become hazardous or defective.

**18.5 DEFECTIVE EQUIPMENT TERMINATION.** The Company may terminate without notice if the customer's equipment or use thereof might injuriously affect the equipment of the Company, or the Company's service to other customers; or if a certificate of approval is refused after a re-examination of the customer's installation by a competent inspection agency authorized to perform this service in the specific locality where service is provided.

**18.6 TERMINATION FOR FRAUD.** The Company may terminate without notice for abuse, fraud, material misrepresentation of the customer's identity, or tampering with the connections, the Company's meters, or other equipment of the Company.

**18.7 RECONNECTION CHARGE.** If service is discontinued by reason or act of the customer, the same customer, whether an applicant or a customer as defined at 66 Pa. C.S. § 1403, shall pay a reconnection charge prior to restoration of service at the same address within twelve months after discontinuance or termination. The reconnection charge shall be based on the Company's current standard schedule of reconnection fees, which include direct labor costs, contractor costs, and material/transportation costs. In the case of fraud, the reconnection charge will also include allocated overheads, all investigative costs, and administrative costs as determined by the Company. The Company will not condition restoration or reconnection of service based on any unpaid charges owed to an EGS, except for the supplier of last resort service. (C)

**19. UNFULFILLED CONTRACTS**

**19.1 NOTICE OF DISCONTINUANCE BY CUSTOMER.** Notice to discontinue service before the expiration of a contract term will not relieve a customer from any minimum, or guaranteed, payment under any contract or rate. In the case of residential customers this Rule only applies if the customer has signed an express written contract that clearly sets forth such a term and condition of service.

**19.2 COMPLETION OF TERM.** If, by reason of any act, neglect or default of a customer, the Company's service is suspended, or the Company is prevented from providing service in accordance with the terms of any contract it may have entered into with the customer, the minimum charge for the unexpired portion of the initial contract term shall become due and payable immediately as

(C) Indicates Change

## Proposed Changes to Electric Tariff No. 3 Supplement No. 65

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

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

#### Rules & Regulations 5.6 Interest on Deposit

Conforms the tariff to Act 201 by indicating simple interest will be calculated at the legal rate of interest pursuant to 66 Pa C.S.A §1404(c)(6) (i.e. 6%) on deposits for residential accounts.

#### Rules & Regulations 17.5 Late Fees & Collection Costs

Conforms the tariff to Chapter 56.22 by indicating the late fee will be 1½% per month on the unpaid and overdue balance.

#### Rules & Regulations 17.6 Budget Billing

Conforms the tariff to Chapter 56.22 by indicating that, in the case where budget billing is terminated, the late fee will be 1½% per month of the unpaid actual charges.

#### Rules & Regulations 18.1 Non-Payment Termination

Conforms termination references to Act 201.

#### Rules & Regulations 18.3 Termination for Cause

Conforms termination references to Act 201.

#### Rules & Regulations 18.7 Reconnection Charge

Provides a customer shall pay a reconnection charge based upon actual costs, prior to service restoration in conformance with Act 201.

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

As of June 2005, PECO Energy Company served 1,540,864 electric customers.

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

There have been no changes to rates; therefore customer's bills for electric service will not be affected by the change.

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

The changes are made to conform the tariff language with Act 201 and Chapter 56.22.

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

The change in interest calculations will increase interest paid on residential deposits by approximately \$935,000 annually. The change in the late charge calculation will increase late charges on residential bills by approximately \$190,000 annually. Other changes necessitated by Act 201 and Chapter 56.22 may also affect revenue and expenses; however, the changes are due to the legislation and not directly attributed to the tariff changes in this filing (see the Responsible Utility Customer Protect Act (Act 201)).

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

None.

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

None.

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

None.

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

None.

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

The Company has provided notice of Act 201 in the February 2005 billing cycle and newspaper notification in January 2005. The Company also addresses Act 201 on its website. In addition, the customer deposit notification letter has been revised to reflect the new 6% interest rate.

The Company routinely states the late fee and interest percentage for unpaid balances on monthly customer bills.

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

None.

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# PECO Energy Company

Electric Service Tariff

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**COMPANY OFFICE LOCATION**

2301 Market Street

Philadelphia, Pennsylvania 19101

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For List of Communities Served, See Page 4.

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Issued: ~~December 21, 2004~~ August 1, 2005

Effective: ~~January 1, 2005~~ September 30, 2005

**ISSUED BY: D. P. O'Brien – President  
PECO Energy Distribution Company  
2301 MARKET STREET  
PHILADELPHIA, PA. 19101**

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# NOTICE.

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**LIST OF CHANGES MADE BY THIS SUPPLEMENT****State Tax Adjustment Clause (STAC) (9<sup>th</sup> Revised Page No. 29)**

Effective for billing cycles beginning after January 1, 2005, the State Tax Adjustment Clause will reflect a credit value of 0.68%.

Rules and Regulations (6<sup>th</sup> Revised Page No. 14)

**Rules & Regulations 5.6 Interest on Deposit**

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Issued December 21, 2004 August 1, 2005

Effective January 1, 2005 September 30, 2005

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**RULES AND REGULATIONS (continued)**

**5.5 RETURN OF DEPOSIT.** Deposits secured from a customer shall either be applied with interest to the customer's account or returned to the customer with interest when the customer becomes creditworthy. In cases of discontinuance or termination of service, deposits will be returned with accrued interest upon payment of all service charges and guarantees or with deduction of unpaid accounts.

**5.6 INTEREST ON DEPOSIT.** The Company will allow simple interest on cash deposits calculated as follows:

(1) with respect to residential accounts, ~~at an annual rate determined by the average of 1-Year Treasury Bills for September, October and November of the previous year ("Interest Index") or as otherwise directed by the PaPUC;~~

~~(2) with respect to commercial and industrial accounts, at the lower of the Interest Index or six percent; provided that interest accrued prior to April 14, 1995 shall be calculated at six percent.~~

(a) interest accrued prior to December 14, 2004, at an annual rate determined by the average of the 1-Year Treasury Bills for September, October and November of the previous year ("Interest Index");

(b) interest accrued after December 14, 2004, at an annual rate determined by the legal rate of interest pursuant to 66 Pa. C.S.A. § 1404(C)(6);

(2) with respect to commercial and industrial accounts, at the lower of the Interest Index or six percent; provided that interest accrued prior to April 14, 1995 shall be calculated at six percent.

(C)

Deposits shall cease to bear interest upon discontinuance of service (or, if earlier, when the Company closes the account).

**5.7 CREDIT INFORMATION.** In addition to information required otherwise hereunder, customers for whom the Company provides Consolidated EDC Billing or Separate EDC Billing shall be required to provide to the Company with such credit information as the Company requires. The Company will report to a national credit bureau only on credit history associated with the portion of the past due amount attributable to the Company's charges.

**5.8 APPLICABILITY TO CUSTOMERS RESIDING AT PLACE OF BUSINESS.** For purposes of all of the provisions of this Rule 5, when a customer resides at a place of business or commercial establishment, legitimately served pursuant to a commercial or industrial rate schedule, that is not a residential dwelling unit attached thereto, the customer is not thereby entitled to any of the protections in the Pennsylvania Public Utility Code or the Commission's regulations implementing the Pennsylvania Public Utility Code, or to any of the provisions of these rules or this Tariff, that apply exclusively to deposits for residential customers.

**6. PRIVATE PROPERTY CONSTRUCTION**

**6.1 COMPANY'S SERVICE LINES.** Where the Company has distribution facilities of adequate capacity on the highway or in other trunk line location adjacent to the premises to be served, it will provide, own and maintain standard service-supply lines as follows:

**(a) UNDERGROUND:**

Underground cable construction to a point approximately 18 inches inside the property line of the customer, except:

(1) For secondary service to new residences or new apartment buildings, underground cable construction will be extended to a meter location or connection box located at the building or buildings, as designated by the Company and in accordance with Rule 7.3.

(2) The Company will make necessary repairs to customer-owned extensions of secondary service-supply lines for residential customers at no charge. If such customer-owned extension requires replacement, the Company will make the replacement and assume ownership of the service-supply line with the Company bearing the cost up to 200 feet in length and the customer bearing the cost for all additional length.

**(b) AERIAL:**

A single span of aerial open wire or cable construction to the first suitable support of the customer, nominally 100 feet inside the property line of the customer. The customer's support shall be so located that the service span will be free of obstruction and adequately supported as required by the size and weight of the conductors. (C)

**6.2 SERVICE -SUPPLY ALTERATIONS.** Changes related to a service-supply line or a meter owned by the Company, for the accommodation of the customer, shall be at the expense of the customer. (C)

**6.3 CUSTOMER'S SERVICE EXTENSION.** The customer shall provide, own and maintain the service extension from the Company's service-supply lines to the receiving equipment.

**6.4 METERS AND TRANSFORMERS.** The Company will provide, own and maintain any meter or meters, and also the transformer or transformers (both potential and current type transformers), required in the supply of service of the current characteristics specified by the Base Rate or rider under which the service is provided, unless the customer receives Advanced Meter Services from an AMSP in that case such AMSP will install, provide, own, and/or maintain the Customer's meter or meters while the Company will continue to own the potential and current type transformers. The supply of transformers by the Company shall be limited to those required for a single standard transformation.

**6.5 TRAILER PARKS.** Where it is established by plans, development, use or other facts that the operation of a trailer park is predominantly to provide rental locations for non-transient trailers, with not less than two nor more than four such locations, the Company, upon written application of the trailer park operator and upon the receipt of an enabling agreement and of adequate rights-of-way, will construct, own and operate within the trailer park specified aerial electric energy, the

trailer park operator being liable for payment of service to trailer park tenants not contracting in writing for service in their own names. The Company's obligation to install or extend such distribution facilities within the trailer park is limited to the investment warranted by the anticipated revenue. Alterations of such distribution facilities at the request of the park operator when not for the purpose of serving additional trailer rental locations will be at the cost of the trailer park operator. A trailer park operator desiring underground distribution facilities within a trailer park consisting of  
(C) Indicates Change-

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Issued ~~October 20, 2004~~ August 1, 2005

Effective ~~November 5, 2004~~ September 30, 2005

**RULES AND REGULATIONS (continued)****17. BILLING AND STANDARD PAYMENT OPTIONS**

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

**17.2 BILLING OPTIONS.** A customer may select one of the following three billing options: (1) Consolidated EDC Billing; (2) Consolidated EGS Billing; and (3) Separate EDC/EGS Billing, as those terms are defined herein. If a customer does not make a selection, the customer shall receive Consolidated EDC Billing. When the Company provides Consolidated EDC Billing or Separate EDC Billing, it will comply with the terms and conditions of Appendix C to the Joint Petition for Full Settlement.

**17.3 PAYMENT.**

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

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

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

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

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

1. Outstanding balance before Direct Access or the installment amount for a payment agreement on this balance.
2. Balance due or the installment amount for a payment agreement for ITCs.
3. Balance due or the installment amount for a payment agreement for CTCs.
4. Balance due or the installment amount for a payment agreement for Fixed and Variable Distribution Service Charges.
5. Current ITCs.
6. Current CTCs.
7. Current Fixed and Variable Distribution Service Charges.
8. Balance due for prior charges for Energy and Capacity.
9. Current charges for Energy and Capacity Charges.
10. Non-basic service charges.

**17.5 LATE FEES AND COLLECTION COSTS.** If payment is made at a Company office or authorized payment agency after the due date shown on the bill, a late fee will be added to the unpaid balance until the entire bill is paid. If payment is made by mail, the late fee will be added if the payment is received by the Company more than five days after the due date shown on the bill. For Rates R, RT, R-H, R-S, OP, POL and GS this late fee will be 1-1/2 44% per month; for all other rates the late fee will be 2% per month. If the Company files suit to (C)

collect a delinquent balance on an account (whether active or inactive) or to ensure payment of current bills, the customer will be required to pay the Company's out of pocket court costs (including filing, service, and witness fees) as ordered by the court and such costs will be added to commercial and industrial accounts.

**17.6 BUDGET BILLING.**

(a) At the option of a customer receiving residential service under Rates R, RT, R-H, R-S, OP, POL and GS, an estimated total bill for all service to be received by the customer over a twelve-month period may be budgeted over the period and an average bill rendered monthly for payment each month and such monthly budget bill will not be subject to late fees. Any difference between the budgeted amounts so paid and the actual charges for a twelve-month budget period will be adjusted in the twelfth month. If a monthly budget bill is not paid, the customer will be notified with the next monthly budget bill that budget billing will be terminated unless payment of the past due budget bill is made on or before the due date of the current budget bill. If budget billing is terminated, a late fee of 1 1/2-44% per month will be added to the unpaid balance of actual charges on the next billing date in accordance with Rule 17.3 and 17.5. (C)

The Company may also arrange budget billing for creditworthy commercial and industrial customers.

(b) When the Company provides Consolidated EDC Billing, the EGS's charges will be included in the customer's Budget Billing Plan if the customer and EGS so indicate. In such circumstances, the Company will separately track the customer's EDC and EGS charges and remit EGS charges to the EGS as billed to the customer.

(C) Indicates Change

**RULES AND REGULATIONS (continued)**

(C)

**17.7 CALCULATION OF LATE FEE.** Where a late fee is applicable, the amount of the late fee to be added to the unpaid balance shall be calculated by multiplying the unpaid past due balance, exclusive of any previous unpaid late fees, by the appropriate late fee rate.

**17.8 TAX EXEMPTION.** If a customer is tax exempt, the customer must provide a tax exempt form to PECO Energy and to its EGS, regardless of which billing option the customer chooses.

**17.9 BILLING ERRORS.** When the Company provides Consolidated EDC Billing, PECO Energy shall not be responsible for billing errors resulting from incorrect price information received from an EGS.

**17.10 RETURNED CHECK CHARGE.** If a check received in payment of a customer's account is returned to the Company unpaid or if upon a second attempt by the Company or its agent for payment the check is again returned unpaid, then the Company will add a returned check charge to the customer's account in the amount of \$20.00. (C)

**17.11 APPLICABILITY TO CUSTOMERS RESIDING AT PLACE OF BUSINESS.** For purposes of all of the provisions of Rule 17, when a customer resides at a place of business or commercial establishment legitimately served pursuant to a commercial or industrial Base Rate, that is not a residential dwelling unit attached thereto, the customer is not thereby entitled to any of the protections in the Public Utility Code or the Commission's regulations implementing the Pennsylvania Public Utility Code, or to any of the provisions of these rules or this Tariff, that apply exclusively to payment terms for residential customers.

**18. PAYMENT TERMS & TERMINATION OF SERVICE**

**18.1 NON-PAYMENT TERMINATION.** When the Company is providing either Consolidated EDC Billing or Separate EDC Billing, the customer is subject to collection action, including termination of service (in accordance with the Pennsylvania Public Utility Code or the Commission's Chapter-56 regulations when applicable), on the portion of the past due amount attributable to the Company's charges for: (1) service, (2) CTCs/ITCs, and (3) Energy and Capacity. Upon termination of service, the Company may also remove its equipment. Notice that complies with applicable Commission regulations shall conclusively be considered to be "reasonable" hereunder. (C)

**18.2 PAYMENT TERMS.** When the Company is providing either Consolidated EDC Billing or Separate EDC Billing, the Company will in accordance with Pennsylvania Public Utility Law and applicable Pennsylvania Public Utility Commission Regulations and Orders, negotiate payment arrangements on the portion of the past due amount attributable to its charges for: (1) service, (2) CTCs/ITCs, and (3) Energy and Capacity. However, the Company will not negotiate payment arrangements on behalf of an EGS. (C)

**18.3 TERMINATION FOR CAUSE.** The Company may terminate on reasonable notice if entry to the meter or meters is refused or if access thereto is obstructed or hazardous; or if utility service is taken without the knowledge or approval of the Company; or for other violation of these Rules and Regulations and/or applicable Commission rules, including those found at Pennsylvania Public Utility Code or the Commission's regulations. ~~52 Pa. Code Chapter 56.~~ (C)

**18.4 SAFETY TERMINATION.** The Company may terminate without notice if the customer's installation has become hazardous or defective.

**18.5 DEFECTIVE EQUIPMENT TERMINATION.** The Company may terminate without notice if the customer's equipment or use thereof might injuriously affect the equipment of the Company, or the Company's service to other customers; or if a certificate of approval is refused after a re-examination of the customer's installation by a competent inspection agency authorized to perform this service in the specific locality where service is provided.

**18.6 TERMINATION FOR FRAUD.** The Company may terminate without notice for abuse, fraud, material misrepresentation of the customer's identity, or tampering with the connections, the Company's meters, or other equipment of the Company.

**18.7 RECONNECTION CHARGE.** If service is discontinued by reason or act of the customer, the same customer, whether an applicant or a customer ratepayer as defined at 66 Pa. C.S. § 1403 ~~52 Pa. Code 56.2~~, shall pay a reconnection charge prior to for restoration of service within twelve months at the same address within twelve months after discontinuance or termination. The reconnection charge shall be based on the Company's current standard schedule of reconnection fees, which include direct labor costs, contractor costs, and material/transportation costs. In the case of fraud, the reconnection charge will also include allocated overheads, all investigative costs, and administrative costs as determined by the Company. The Company will not condition restoration or reconnection of service based on any unpaid charges owed to an EGS, except for the supplier of last resort service. (C)

**19. UNFULFILLED CONTRACTS**

**19.1 NOTICE OF DISCONTINUANCE BY CUSTOMER.** Notice to discontinue service before the expiration of a contract term will not relieve a customer from any minimum, or guaranteed, payment under any contract or rate. In the case of residential customers this Rule only applies if the customer has signed an express written contract that clearly sets forth such a term and condition of service.

**19.2 COMPLETION OF TERM.** If, by reason of any act, neglect or default of a customer, the Company's service is suspended, or the Company is prevented from providing service in accordance with the terms of any contract it may have entered into with the customer, the minimum charge for the unexpired portion of the initial contract term shall become due and payable immediately as

(C) Indicates Change

**Brian D. Crowe**  
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September 12, 2005

SEP 13 2005

Mr. James McNulty, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street  
Harrisburg, PA 17120

R-00050812

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

Subject: Supplement No. 65 to Tariff Electric – PaPUC No. 3  
Issued August 1, 2005 – Replacement Pages to become effective on  
September 30, 2005 - Conformance to the Responsible Utility Customer Protection Act  
("Act 201")

Dear Mr. McNulty:

PECO Energy Company encloses for filing with the Commission an original and eight copies of four replacement pages to Supplement No. 65, Tariff Electric No. 3, as follows:

Fifty-Second Revised Page 1A – *List of Changes Made by Supplement*  
Added explanation of changes for Rules and Regulations 5.4 – Amount of Deposit and  
Rules and Regulations 5.5 Return of Deposit

Fiftieth Revised Page 2 – *Table of Contents*  
Updated page from 5<sup>th</sup> revised page number 13 to 6<sup>th</sup> revised page number 13

Sixth Revised Page 13 – *Rules and Regulations (continued)*  
5.4 Amount of Deposit – added text to assure language is consistent with 66 Pa. C.S. 1404(C)

Sixth Revised Page 14 - *Rules and Regulations (continued)*  
5.5 Return of Deposit - added text to assure language is consistent with 66 Pa. C.S. 1404(C)  
5.6 Interest on Deposit -- added the words "on or" for clarity

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

Sincerely,

*Brian D. Crowe*

w/enclosures

cc: Cheryl Walker-Davis, Esquire, Director, Office of Special Assistants  
Veronica Smith, Executive Director  
Mitchell A. Miller, Director, Bureau of Consumer Services  
Robert Rosenthal, Director, Bureau of Fixed Utility Service  
Robert Wilson, Manager, Bureau of Fixed Utility Services  
H. Edwin Rodrock, Supervisor, Bureau of Fixed Utility Services  
Office of Consumer Advocate  
Office of Small Business Advocate  
James Shurkis, Bureau of Fixed Utility Services

R-00050812

Supplement No. 65 to  
Tariff Electric Pa. P.U.C. No. 3  
Fifty Second Revised Page No. 1A  
Superseding Fifty First Revised Page No. 1A

PECO Energy Company

LIST OF CHANGES MADE BY THIS SUPPLEMENT

Rules and Regulations (6<sup>th</sup> Revised Page No. 13)

Rules and Regulations 5.4 Amount of Deposit

Conforms the tariff to Act 201.

Rules and Regulations (6<sup>th</sup> Revised Page No. 14)

Rules and Regulations 5.5 Return of Deposit

Conforms the tariff to Act 201.

Rules & Regulations 5.6 Interest on Deposit

Conforms the tariff to Act 201 by indicating simple interest will be calculated at the legal rate of interest pursuant to 66 Pa C.S.A §1404(c)(6) (i.e. 6%) on deposits for residential accounts.

Rules and Regulations (6<sup>th</sup> Revised Page No. 23)

Rules & Regulations 17.5 Late Fees & Collection Costs

Conforms the tariff to Chapter 56.22 by indicating the late fee will be 1½% per month on the unpaid and overdue balance.

Rules & Regulations 17.6 Budget Billing

Conforms the tariff to Chapter 56.22 by indicating that, in the case where budget billing is terminated, the late fee will be 1½% per month of the unpaid actual charges.

Rules and Regulations (6<sup>th</sup> Revised Page No. 24)

Rules & Regulations 18.1 Non-Payment Termination

Conforms termination references to Act 201.

Rules & Regulations 18.3 Termination for Cause

Conforms termination references to Act 201.

Rules & Regulations 18.7 Reconnection Charge

Provides a customer shall pay a reconnection charge based upon actual costs, prior to service restoration in conformance with Act 201.

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SECRETARY'S BUREAU

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**RULES AND REGULATIONS (continued)**

significant economic well-being of the region, as evidenced by an award from the Commonwealth of Pennsylvania of an Opportunity Grant in the amount of \$250,000 or greater. The terms and conditions of service and charges will be mutually agreed upon between the Company and the customer and will be reflected in a signed service agreement that will not become effective until approved by the Commission. Rates will be established on a case by case basis and will be sufficient to cover all appropriate incremental costs, including the costs of labor, materials, and overhead and a contribution to fixed costs.

For contracts that do not contain provisions governing the customer's rights upon the advent of Direct Access, the Company will unbundle the customer's contract effective as of January 1, 1999 in a manner that retains the customer's discount and that reflects the amount of Transition and Stranded Costs presumptively embedded in the customer's contract. The dollar value of the customer's discount will be reflected in the CTC component of the bill and if that reflection produces a CTC less than zero, the CTC will be set at zero and the remainder of the discount will be reflected in the customer's Energy and Capacity Charge. For contracts that do contain provisions governing the customer's rights upon the advent of Direct Access, the Company will unbundle the customer's contract in accordance with its terms and conditions.

Contract expiration shall not affect the applicability of any statutory rate cap or any rate cap contained in the Joint Petition for Full Settlement then in effect.

Unless the customer's contract contains provisions concerning the customer's rights upon the advent of Direct Access, the customer may obtain Competitive Energy Supply and continue to pay the unbundled Distribution Charges and Competitive Transition Charges designed in accordance with this Rule for the duration of the term of the contract. For contracts that contain provisions governing the customer's rights upon the advent of Direct Access, the customer will be entitled to obtain Competitive Energy Supply only in accordance with the terms and conditions of the customer's contract. The dollar value of the customer's discount will be reflected as set forth above with respect to contracts that do not contain provisions governing the customer's rights upon the advent of Direct Access.

**4.7 UNAUTHORIZED USE.** Unauthorized connection to the Company's facilities, and/or the use of service obtained from the Company without authority, or by any false pretense, may be terminated by the Company. The use of service without notifying the Company or the AMSP and enabling them to read its meter will render the user liable for any amount due for service provided to the premises from the time of the last reading of the meter, immediately preceding the customer's occupancy, as shown by the Company's books.

**4.8 WITHDRAWAL OF APPLICATION.** In the event the customer (or potential customer) withdraws an application for either new or modified service, the customer will reimburse the Company for all reasonable costs incurred by the Company in anticipation of providing the new or modified service.

**5. CREDIT**

**5.1 PAYMENT OBLIGATION.** For customers for whom the Company provides Consolidated EDC Billing or Separate EDC Billing, the provision of service for any purpose, at any location, is contingent upon payment of all charges provided for in this Tariff (and, for the same class of service (residential or non-residential) under the Company's Gas Service Tariff, if the customer also receives gas service at the same premises) as applicable to the location and the character of service.

**5.2 PRIOR DEBTS.** Service will not be furnished to former customers until any indebtedness to the Company for previous service of the same classification has been satisfied or a payment arrangement has been made on the debt. This rule does not apply to the disputed portion of disputed bills under investigation. The Company will apply this rule to the disputed portion of disputed bills, if, and only if: (1) the Company has made diligent and reasonable efforts to investigate and resolve the dispute; (2) the result of the investigation is that the Company determines that the customer's claims are unwarranted or invalid; (3) the Commission and/or the Bureau of Consumer Services has decided a formal or informal complaint in the Company's favor and no timely appeal is filed; and (4) the customer nevertheless continues to dispute the same matter in bad faith.

**5.3 GUARANTEE OF PAYMENTS.** For customers for whom the Company provides Consolidated EDC Billing or Separate EDC Billing, before the Company will render service or continue to render service, the Company may require an applicant for service or a current customer that has bad credit or an applicant for service whose credit is not established, to provide a cash deposit, letter of credit, surety bond, or other guarantee, satisfactory to the Company. The Company will hold the deposit as security for the payment of final bills and compliance with the Company's Rules and Regulations. Any residential customer, having secured the return of a deposit, shall not be required to make a new deposit unless the service has been discontinued or terminated, or unless the customer has bad credit. In addition, the Company may require industrial and commercial customers for which it provides Consolidated EDC Billing or Separate EDC Billing to post a deposit at any time if the Company determines that the customer is no longer creditworthy or has bad credit.

**5.4 AMOUNT OF DEPOSIT.** For residential customers the deposit will be equal to one-sixth of the applicant's or customer's estimated annual bill for Company charges, based on applicable rates. A deposit from a residential customer shall conform to the requirements of 66 Pa. C.S. 1404(c) and applicable Pennsylvania Public Utility Commission regulations. For industrial and commercial accounts, the amount of the deposit shall be the Company's projection of the sum of Company charges in the customer's two highest monthly bills in the 12 months following the deposit. The provisions of 11 U.S.C. §366(b) of the Federal Bankruptcy Code, or any successor statute or provision, shall, if inconsistent, supersede the provisions of this rule. (C)

(C) Indicates Change

**RULES AND REGULATIONS (continued)**

**5.5 RETURN OF DEPOSIT.** Deposits secured from a residential customer shall either be applied with interest to the customer's account or returned to the customer with interest in accordance with 66 Pa. C.S. §1404(C) and applicable Pennsylvania Public Utility Commission regulations. For non-residential customers such refund or credit will be made at the time the customer becomes creditworthy. In cases of discontinuance or termination of service, deposits will be returned with accrued interest upon payment of all service charges and guarantees or with deduction of unpaid accounts. (C)

**5.6 INTEREST ON DEPOSIT.** The Company will allow simple interest on cash deposits calculated as follows:

(1) with respect to residential accounts,

(a) interest accrued prior to December 14, 2004, at an annual rate determined by the average of the 1-Year Treasury Bills for September, October and November of the previous year ("Interest Index");

(b) interest accrued on or after December 14, 2004, at an annual rate determined by the legal rate of interest pursuant to 66 Pa. C.S.A. § 1404(C)(6);

(2) with respect to commercial and industrial accounts, at the lower of the Interest Index or six percent; provided that interest accrued prior to April 14, 1995 shall be calculated at six percent. (C)

Deposits shall cease to bear interest upon discontinuance of service (or, if earlier, when the Company closes the account).

**5.7 CREDIT INFORMATION.** In addition to information required otherwise hereunder, customers for whom the Company provides Consolidated EDC Billing or Separate EDC Billing shall be required to provide to the Company with such credit information, as the Company requires. The Company will report to a national credit bureau only on credit history associated with the portion of the past due amount attributable to the Company's charges.

**5.8 APPLICABILITY TO CUSTOMERS RESIDING AT PLACE OF BUSINESS.** For purposes of all of the provisions of this Rule 5, when a customer resides at a place of business or commercial establishment, legitimately served pursuant to a commercial or industrial rate schedule, that is not a residential dwelling unit attached thereto, the customer is not thereby entitled to any of the protections in the Pennsylvania Public Utility Code or the Commission's regulations implementing the Pennsylvania Public Utility Code, or to any of the provisions of these rules or this Tariff, that apply exclusively to deposits for residential customers.

**6. PRIVATE PROPERTY CONSTRUCTION**

**6.1 COMPANY'S SERVICE LINES.** Where the Company has distribution facilities of adequate capacity on the highway or in other trunk line location adjacent to the premises to be served, it will provide, own and maintain standard service-supply lines as follows:

(a) UNDERGROUND:

Underground cable construction to a point approximately 18 inches inside the property line of the customer, except:

(1) For secondary service to new residences or new apartment buildings, underground cable construction will be extended to a meter location or connection box located at the building or buildings, as designated by the Company and in accordance with Rule 7.3.

(2) The Company will make necessary repairs to customer-owned extensions of secondary service-supply lines for residential customers at no charge. If such customer-owned extension requires replacement, the Company will make the replacement and assume ownership of the service-supply line with the Company bearing the cost up to 200 feet in length and the customer bearing the cost for all additional length.

(b) AERIAL:

A single span of aerial open wire or cable construction to the first suitable support of the customer, nominally 100 feet inside the property line of the customer. The customer's support shall be so located that the service span will be free of obstruction and adequately supported as required by the size and weight of the conductors.

**6.2 SERVICE -SUPPLY ALTERATIONS.** Changes related to a service-supply line or a meter owned by the Company, for the accommodation of the customer, shall be at the expense of the customer.

**6.3 CUSTOMER'S SERVICE EXTENSION.** The customer shall provide, own and maintain the service extension from the Company's service-supply lines to the receiving equipment.

**6.4 METERS AND TRANSFORMERS.** The Company will provide, own and maintain any meter or meters, and also the transformer or transformers (both potential and current type transformers), required in the supply of service of the current characteristics specified by the Base Rate or rider under which the service is provided, unless the customer receives Advanced Meter Services from an AMSP in that case such AMSP will install, provide, own, and/or maintain the Customer's meter or meters while the Company will continue to own the potential and current type transformers. The supply of transformers by the Company shall be limited to those required for a single standard transformation.

**6.5 TRAILER PARKS.** Where it is established by plans, development, use or other facts that the operation of a trailer park is predominantly to provide rental locations for non-transient trailers, with not less than two nor more than four such locations, the Company, upon written application of the trailer park operator and upon the receipt of an enabling agreement and of adequate rights-of-way, will construct, own and operate within the trailer park specified aerial electric energy, the trailer park operator being liable for payment of service to trailer park tenants not contracting in writing for service in their own names. The Company's obligation to install or extend such distribution facilities within the trailer park is limited to the investment warranted by the anticipated revenue. Alterations of such distribution facilities at the request of the park operator when not for the purpose of serving additional trailer rental locations will be at the cost of the trailer park operator. A trailer park operator desiring underground distribution facilities within a trailer park consisting of

(C) Indicates Change