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April 3, 2019

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17105-3265

Re: Pennsylvania Public Utility Commission, Bureau of Investigation and Enforcement v PECO Energy Company, M- 2018-2531404 (Winter Termination Settlement); PECO Energy Company Tariff Compliance Filing

Dear Secretary Chiavetta:

Pursuant to the Commission's February 7, 2019 Opinion and Order in Docket No. M-2018-2531404, PECO Energy Company ("PECO" or the "Company") hereby files its Compliance Filing, Tariff Electric Pa. P.U.C. No. 6, Supplement No. 8 bearing an effective date of April 3, 2019.

PECO previously filed draft tariff language in this docket. See PECO Reply Comments, filed on January 14, 2019. In the February 7, 2019 Order, the Commission directed PECO to make changes to its previously-filed draft tariff language, primarily to reflect commitments made by PECO in its 2018 Rate Case Settlement (which was approved in *Pa. PUC, et al. v. PECO Energy Company – Electric Division*, Docket Nos. R-2018-3000164, *et al.* (Order entered December 20, 2018) (*2018 Rate Order*)). PECO reflects these commitments in this Compliance Filing as explained herein.

(1) Incorporation of language from the Columbia Gas or FirstEnergy tariffs

In its Rate Case Settlement, Appendix C, page iii, PECO agreed that it would:

Adopt language that mirrors the language of Columbia Gas and/or the FirstEnergy companies providing greater flexibility in the documentation that will be accepted to establish income eligibility.

The Commission's February 7 Order (p. 17) directs PECO to remove the existing language in Rule 18.1 (which states that income may be demonstrated by income tax returns, pay stubs, and other specified documents) and replace it with language that mirrors the Columbia Gas and FirstEnergy Companies tariffs.¹

In this Compliance Filing, PECO has removed the references to specific types of documentation from Rule 18.1 and, in its new proposed Rule 18.1.1 (WINTER TERMINATIONS FOR NON-PAYMENT), subpart A, has incorporated language mirroring the Columbia Gas and FirstEnergy Tariffs: "The Company will use financial information provided by the Customer to determine if the Customer's income is at or below 250% of the Federal Poverty Level. The Company may elect to send to the Customer an income verification form for completion and return."

(2) Verification by Community-Based Organizations

In its Rate Case Settlement, Appendix C, page iii, PECO agreed that it would "[a]llow income verification from CBOs."

PECO proposed Tariff Rule 18.1.1, subpart A, stating that "The Company will also accept income verification provided by Community-Based Organizations that enter into a contract with PECO to provide such income verification services." (PECO is currently working with CBOs in its service territory to provide the CBOs with the income specifications for all PECO programs and to negotiate compensation contracts for the CBOs' time spent performing income verification for PECO's programs.)

(3) Four-year lookback

In its Rate Case Settlement, Appendix C, page iii, PECO agreed that it would "[a]dopt language providing that any customer identified as confirmed low-income in the Company's records in the prior four years shall not be required to re-certify or re-verify income to gain the protections of the winter shutoff programs."

PECO January 14 draft tariff language only contained a two-year lookback. PECO's new proposed Tariff Rule 18.1.1, subpart B 1-5, implements the four-year commitment by stating in relevant part that "the Company will accept the following as verified proof that the household has income at or below 250% of the Federal Poverty Level":

¹ The Commission's Order (p. 18, fn7) provides the relevant language from those tariffs. Columbia Gas's Tariff, Rule 18.7 (Winter Termination) states: "The Company will use financial information from the customer provided within the most recent twelve (12) month period to determine if a customer exceeds the 250% Federal Poverty Level threshold." The Tariff of Metropolitan Edison (a FirstEnergy Company), Rule 11e (Winter Termination –Determining Income Eligibility for Winter Termination) states: "To determine if a Customer exceeds the 250% Federal Poverty Level threshold, the Company will utilize financial information provided by the Customer. The Company may elect to send to the Customer an income verification form for completion and return."

1. Enrollment in PECO's CAP program at any time within four years prior to the issuance of the winter termination notice;
2. Receipt of a LIHEAP grant at any time within four years prior to the issuance of the winter termination notice;
3. Receipt of a MEAF grant at any time within four years prior to the issuance of the winter termination notice;
4. Income verification provided by a CBO that has contracted with PECO to provide income verification information, as long as such documentation was received within four years prior to the issuance of the winter termination notice
5. Other verified documentation that the household's income is at or below 250% of the Federal Poverty Level, as long as such documentation was received within four years prior to the issuance of the winter termination notice.

(4) No re-certification or re-verification within 12 months²

In its Rate Case Settlement, Appendix C, page iii, PECO agreed that it would "[a]dopt language providing that any customer having established income eligibility for cold weather protections within at least the 12 months preceding the start of the cold weather season shall not be required to re-certify or re-verify their income for that heating season."

PECO's new proposed Tariff Rule 18.1.1, subpart A, implements this commitment by stating that "The Company shall not require any customers who have established income eligibility for winter termination protections within the 12 months preceding the start of the winter period to re-certify or re-verify their income for that winter period."

(5) Use of 30-day data to demonstrate annualized income verification

In its Rate Case Settlement, Appendix C, page iii, PECO agreed that it would [a]dopt language providing that income eligibility for the cold weather protections may be established using 30-day annualized income rather than being based solely on an annual income.

PECO's new proposed Tariff Rule 18.1.1, subpart A.1, implements this commitment by stating "Annual income may be established using verified income information from a

² PECO recognizes that, since it is also making a commitment to review a customer's prior four years' income data, it may be redundant to include a separate commitment that customers who established their income in the prior 12 months do not need to re-certify or re-verify. Redundant tariff provisions have the potential to cause confusion, and PECO would therefore prefer not to separately include the 12-month commitment.

With that said, in the Rate Case Settlement the other parties requested, and PECO agreed to, separate line items addressing the four-year lookback and the 12-month re-certification. PECO recognizes that it may be important to one of the other parties to have both concepts separately stated. PECO is therefore including this separate language in its compliance filing, pending Commission direction.

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recent one-month (nominally 30-day) period, annualized to establish an estimated annual income.”

(6) Reference to income levels at or below 250% of the Federal Poverty Level

In PECO's January 14 proposed tariff language, it referred to the level of income necessary to be eligible for winter period protections as “income of less than 250% of the Federal Poverty Level.” In its February 7 Order (p. 19), the Commission directed PECO to correct these references to reflect an income eligibility level of income “*at or below 250%*” of the Federal Poverty Level.

Throughout its proposed new Tariff Rule 18.1, PECO has adopted the phrase: “at or below 250% of the Federal Poverty Level.”

Conclusion

The following attachments are included in support of this filing:

- Attachment 1 – the Tariff (black and redline) containing the proposed tariff wording revision

Please contact Richard Schlesinger, Manager, Retail Rates at 214-841-5771 if you have any questions.

Sincerely,



Richard G. Webster, Jr.
Vice President
Regulatory Policy & Strategy

cc: P. T. Diskin, Director, Bureau of Technical Utility Services
Alexis Bechtel, Director, Bureau of Consumer Services
Robert F. Young, Deputy Chief Counsel, Electric, Gas and FERC, Law Bureau
Certificate of Service, M-2018-2531404

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Pennsylvania Public Utility Commission :
Bureau of Investigation and Enforcement :
 : Docket No. M-2018-2531404
v. :
 :
PECO Energy Company :

CERTIFICATE OF SERVICE

I, Richard A. Schlesinger, hereby certify I have this day served a copy of PECO Energy Company's Winter *Termination Tariff Compliance Filing* upon all interested parties listed below, via USPS to:

Bradley R. Gorter, Prosecutor
Bureau of Investigation & Enforcement
Pennsylvania Public Utility Commission
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Office of Small Business Advocate
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Harrisburg, PA 17101

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Dated: April 3, 2019


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PECO Energy Company

Electric Service Tariff

COMPANY OFFICE LOCATION

**2301 Market Street
Philadelphia, Pennsylvania 19101**

For List of Communities Served, See Page 4.

Issued April **3, 2019**

Effective April 4, 2019

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**ISSUED BY: M. A. Innocenzo – President & CEO
PECO Energy Distribution Company
2301 MARKET STREET
PHILADELPHIA, PA. 19101**

NOTICE

PECO Energy Company

Supplement No. 8 to
Tariff Electric Pa. P.U.C. No. 6
Eighth Revised Page No. 1
Supersedes Seventh Revised Page No. 1

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LIST OF CHANGES MADE BY THIS SUPPLEMENT

RULES AND REGULATIONS - Billing and Standard Payment Options 1st revised Page No. 27 and Original Page No. 27A

Language updated per the February 7, 2019 Opinion and Order in Docket No. M-2018-2531404 and created new page due to pagination.

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Deleted: FEDERAL TAX ADJUSTMENT CREDIT (FTAC) - 2nd Revised Page No. 33 ¶

Reference added for new SL-C rate. ¶

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GENERATION SUPPLY ADJUSTMENT FOR PROCUREMENT CLASS 1 AND 2 - 2nd Revised Page No. 35 ¶

Reference added for new SL-C rate. ¶

¶

TRANSMISSION SERVICE CHARGE - 1st Revised Page No. 42 ¶

Reference added for new SL-C rate. ¶

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NON-BYPASSABLE TRANSMISSION CHARGE (NBT) - 1st Revised Page No. 43 ¶

Reference added for new SL-C rate. ¶

¶

PROVISION FOR THE TAX ACCOUNTING REPAIR CREDIT (TARC) - 1st Revised Page No. 44 ¶

Reference added for new SL-C rate. ¶

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PROVISION FOR THE RECOVERY OF ENERGY EFFICIENCY AND CONSERVATION PROGRAM COSTS PHASE III - 1st Revised Page No. 45 ¶

Reference added for new SL-C rate. ¶

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Issued April 3, 2019

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PECO Energy Company

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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 PAYMENT CHARGE. If a check (electronic or paper) 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 payment 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) Energy and Capacity and (3) to Customer EGS Receivables purchased by the Company. 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.

18.1.1 WINTER TERMINATIONS FOR NON-PAYMENT. Consistent with 52 PA Code §56.100, The Company will take the following (C) steps for terminations for non-payment during the winter period, defined as December 1-March 31.

A. Low-Income Eligibility: The Company will use financial information provided by the Customer to determine if the Customer's income is at or below 250% of the Federal Poverty Level. The Company may elect to send to the Customer an income verification form for completion and return. The Company will also accept income verification provided by Community-Based Organizations that enter into a contract with PECO to provide such income verification services.

1. Annual income may be established using verified income information for a recent one-month (nominally 30-day) period, annualized to establish an estimated annual income.
2. The Company shall not require any customers who have established income eligibility for winter termination protections within the 12 months preceding the start of the winter period to re-certify or re-verify their income for that winter period. This Company may also use this information to determine deposit requirements, payment arrangements, and eligibility for any other income-specific program.

B. Verified Low-Income Customers: If the Company has received verified proof that a customer's household has income at or below 250% of the Federal Poverty Level, the Company will not pursue termination of that customer for non-payment during the winter period UNLESS (A) the Company receives Commission approval to do so via a petition filed pursuant to 52 Pa. Code §56.100(g), or (B) the customer has informed the Company after submitting this verification that the household no longer has income at or below 250% of the Federal Poverty Level.

For purposes of this section, the Company will accept the following as verified proof that the household has income at or below 250% of the Federal Poverty Level:

1. Enrollment in PECO's CAP program at any time within four years prior to the issuance of the winter termination notice.
2. Receipt of a LIHEAP grant at any time within four years prior to the issuance of the winter termination notice.
3. Receipt of a MEAF grant at any time within four years prior to the issuance of the winter termination notice.
4. Income verification provided by a CBO that has contracted with PECO to provide income verification information, as long as such documentation was received within four years prior to the issuance of the winter termination notice.
5. Other verified documentation that the household's income is at or below 250% of the Federal Poverty Level, as long as such documentation was received within four years prior to the issuance of the winter termination notice.
6. Receipt of verified documentation of low-income status in response to an Income Inquiry Letter, as described in Rule D.1 below.

C. Verified Non-Low-Income Customers: If the Company has received verified proof that a customer's household has income of greater than 250% of the Federal Poverty Level, the Company will pursue termination for non-payment during the winter period utilizing the termination notices and procedures that would be followed outside of the winter period.

(C) Denotes Change

Deleted: Consistent with 52 PA Code §56.100, the Company will accept the following most current and valid documents as proof of household income: (1) income tax returns, (2) pay stubs, (3) benefit letters and governmental agency verification, (4) other forms to be accepted at the Company's discretion. The customer must provide this information within 10 days of the Company's request. This information may also be used by the company to determine deposit requirements, payment arrangements, and any other income specific program.

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D Customers with Non-Verified Income Levels: For all other customers, prior to proceeding with termination for non-payment, the Company will send the customer a letter (the "Income Inquiry Letter") informing the customer that the Company does not have verified income information for the customer and that the customer is subject to termination for non-payment during the winter period.

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1. If the customer responds with verified income information demonstrating that the household income is at or below 250% of the Federal Poverty Level, the Company will treat that household as Verified Low-Income for purposes of winter termination.
2. If the customer responds with verified income information demonstrating that the household income is greater than 250% of the Federal Poverty Level, the Company will pursue termination for non-payment during the winter period utilizing the termination notices and procedures that would be followed outside of the winter period.
3. If the customer fails to respond to the Income Inquiry Letter or responds without providing verified income information, the Company will attempt to contact the customer via telephone to inform the customer of their duty to provide verified income information. If contact is made and verified income information is not provided by the customer, or if contact is not made, the Company will pursue termination for non-payment during the winter period utilizing the termination notices and procedures that would be followed outside of the winter period.

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) Energy and Capacity and (3) to Customer EGS Receivables purchased by the Company. 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.

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.

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PECO Energy Company

Electric Service Tariff

COMPANY OFFICE LOCATION

2301 Market Street

Philadelphia, Pennsylvania 19101

For List of Communities Served, See Page 4.

Issued April 3, 2019

Effective April 4, 2019

**ISSUED BY: M. A. Innocenzo – President & CEO
PECO Energy Distribution Company
2301 MARKET STREET
PHILADELPHIA, PA. 19101**

NOTICE

LIST OF CHANGES MADE BY THIS SUPPLEMENT

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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.

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2. The Company shall not require any customers who have established income eligibility for winter termination protections within the 12 months preceding the start of the winter period to re-certify or re-verify their income for that winter period. This Company may also use this information to determine deposit requirements, payment arrangements, and eligibility for any other income-specific program.

B. Verified Low-Income Customers: If the Company has received verified proof that a customer's household has income at or below 250% of the Federal Poverty Level, the Company will not pursue termination of that customer for non-payment during the winter period UNLESS (A) the Company receives Commission approval to do so via a petition filed pursuant to 52 Pa. Code §56.100(g), or (B) the customer has informed the Company after submitting this verification that the household no longer has income at or below 250% of the Federal Poverty Level.

For purposes of this section, the Company will accept the following as verified proof that the household has income at or below 250% of the Federal Poverty Level:

1. Enrollment in PECO's CAP program at any time within four years prior to the issuance of the winter termination notice;
2. Receipt of a LIHEAP grant at any time within four years prior to the issuance of the winter termination notice;
3. Receipt of a MEAF grant at any time within four years prior to the issuance of the winter termination notice;
4. Income verification provided by a CBO that has contracted with PECO to provide income verification information, as long as such documentation was received within four years prior to the issuance of the winter termination notice;
5. Other verified documentation that the household's income is at or below 250% of the Federal Poverty Level, as long as such documentation was received within four years prior to the issuance of the winter termination notice;
6. Receipt of verified documentation of low-income status in response to an Income Inquiry Letter, as described in Rule D.1 below.

C. Verified Non-Low-Income Customers: If the Company has received verified proof that a customer's household has income of greater than 250% of the Federal Poverty Level, the Company will pursue termination for non-payment during the winter period utilizing the termination notices and procedures that would be followed outside of the winter period.

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- D. **Customers with Non-Verified Income Levels:** For all other customers, prior to proceeding with termination for non-payment, the Company will send the customer a letter (the "Income Inquiry Letter") informing the customer that the Company does not have verified income information for the customer and that the customer is subject to termination for non-payment during the winter period.
1. If the customer responds with verified income information demonstrating that the household income is at or below 250% of the Federal Poverty Level, the Company will treat that household as Verified Low-Income for purposes of winter termination;
 2. If the customer responds with verified income information demonstrating that the household income is greater than 250% of the Federal Poverty Level, the Company will pursue termination for non-payment during the winter period utilizing the termination notices and procedures that would be followed outside of the winter period.
 3. If the customer fails to respond to the Income Inquiry Letter or responds without providing verified income information, the Company will attempt to contact the customer via telephone to inform the customer of their duty to provide verified income information. If contact is made and verified income information is not provided by the customer, or if contact is not made, the Company will pursue termination for non-payment during the winter period utilizing the termination notices and procedures that would be followed outside of the winter period.

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) Energy and Capacity and (3) to Customer EGS Receivables purchased by the Company. 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.

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.

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