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December 22, 2025

VIA ELECTRONIC FILING

Matthew L. Homsher, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

Re: Interconnection And Tariffs For Large Load Customers
Docket No. M-2025-3054271

Dear Secretary Homsher:

Enclosed please find the **Comments of PECO Energy Company (“Comments”)** for filing in the above-referenced docket. A Word-formatted copy of the Comments has also been electronically mailed to the Bureau of Technical Utility Services at pc-puc-tus-energy@pagov.onmicrosoft.com.

If you have any questions regarding this filing, please do not hesitate to contact me at 267.533.1964.

Very truly yours,

Anthony E. Gay

Enclosures

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

INTERCONNECTION AND TARIFFS : DOCKET NO. M-2025-3054271
FOR LARGE LOAD CUSTOMERS :

COMMENTS OF PECO ENERGY COMPANY

I. INTRODUCTION

On November 6, 2025, the Pennsylvania Public Utility Commission (the “Commission” or “PUC”) issued a Tentative Order in the above-captioned docket providing tentative guidelines for a model large load tariff and also appended a model tariff (the “Model Tariff”) for comment. Prior to issuing the Tentative Order, the Commission convened an *en banc* hearing on April 24, 2025, during which the Commission received testimony from a range of stakeholders on the prudent design of a large load customer model tariff. The PUC also opened a post-hearing comment period for interested parties to submit comments and reply comments in the summer of 2025.

PECO has actively participated in this proceeding to date¹ and continues to support the Commission’s efforts, both to better understand the challenges and opportunities associated with connecting large load customers to electric distribution company (“EDC”) distribution systems and to develop a model tariff that will serve as a guide to EDCs when seeking Commission approval for their own large load tariffs. The Company recognizes that large load projects are a potential source of economic development, job growth, and technological advancement as well as a potential source of technical challenges and financial risks. Reasonable tariff provisions can mitigate these challenges and risks by protecting existing customers, allocating costs fairly and in

¹ PECO provided oral and written testimony as part on the *en banc* hearing and also filed comments and reply comments.

accordance with well-established ratemaking principles, and providing clarity and certainty to large load applicants.

In these comments, PECO will be addressing certain issues presented in the Tentative Order and Model Tariff. Overall, the Company is seeking to preserve EDC flexibility to propose tariff terms reflective of the needs of their respective systems, operations, and customers. PECO has also requested clarity on some Model Tariff concepts (e.g., notice periods) and recommended that certain issues (e.g., interruptible rates) be deferred to EDC-specific rate proceedings. PECO further generally supports the comments being submitted by the Energy Association of Pennsylvania (“EAP”). PECO remains committed to working with the other EDCs, large load customers, statutory advocates, and other key stakeholders to finalize a reasonable and flexible Model Tariff.

II. COMMENTS

A. APPROPRIATE MW SIZE THRESHOLD

In the Tentative Order (pp. 6-8), the Commission found that a large load customer should be defined as 50 MW individually or 100 MW in the aggregate. The Commission recognized the potential for customers below the 50 MW threshold to have substantial grid impacts and confirmed that EDCs would retain the authority to propose differential tariff treatment for such customers. The PUC also found that EDCs must exercise “reasonable discretion when choosing to aggregate premises,” including consideration of factors such as “common owner(s), a common parent company, common local electrical infrastructure, and common control.” Finally, the Model Tariff states that contract requests from existing large load customers “shall continue to be addressed by the [EDC] consistent with the [EDC]’s existing tariff requirements.”

50 MW Threshold for Individual Large Load. PECO generally supports the use of a 50 MW threshold for individual large load in the Model Tariff as long as EDCs have the flexibility

to apply large load tariff provisions to smaller loads where appropriate. For example, this may be a reasonable approach if an EDC determines, based on assessment of unique, customer-specific risks, that the load could substantially impact the EDC's infrastructure or service to other customers. PECO recommends that the PUC revise the "Availability" section of the Model Tariff to clearly indicate that EDCs, in their sole discretion, may apply large load tariff provisions to smaller loads on a case-by-case basis.

100 MW Threshold for Aggregate Large Load. PECO prefers that the 50 MW threshold be applicable to both individual *and* aggregate large loads and suggests eliminating the separate 100 MW threshold proposed by the PUC for aggregate large loads. A separate, higher threshold for aggregate large load may not be appropriate because multiple smaller load projects may have similar impacts to a single large load project. For example, two 25 MW large load customers in reasonably close proximity and served by the same transmission facilities are likely to have system impacts similar to an individual 50 MW project. Utilizing a universal 50 MW threshold for large load, subject to the discretion explained in the prior paragraph, will (1) prevent interconnection applicants from creatively structuring projects in a manner that circumvents approved large load tariff provisions; and (2) allow EDCs to apply large load tariff provisions to premises hosting multiple smaller loads and to premises on contiguous parcels developing large load projects that will collectively exceed any established large load MW threshold.

Applicability to "Existing Large Load Customers." Existing large load customers appear to be exempt from the Model Tariff based upon the language in the section titled "Existing Large Load Customer Contracts," but the scope of any intended exemption is unclear. Overall, PECO believes that the goals of the Model Tariff would be best served by ensuring that the Model Tariff applies to *all new* large loads, regardless of whether the large load is associated with a new customer or incremental to the current load of an existing customer. For example, if

an existing large load customer requests to expand their load at a particular site by an amount that is at or above any large load MW threshold, the expansion at that site should be subject to the EDC's large load tariff provisions. While PECO opposes a blanket exemption for existing customers in the Model Tariff, the Company supports EDCs having the ability to exempt an existing customer at the EDC's discretion.

B. INTERCONNECTION STUDIES AND INTERCONNECTION AGREEMENTS

In the Tentative Order (pp. 25-26), the Commission made several proposals that are intended to provide transparency and certainty with respect to the EDC interconnection process. These include tentative findings that (1) six months is a reasonable maximum amount of time to complete interconnection studies, absent exigent circumstances; (2) independent studies conducted by approved third-party contractors at large load customers' expense should be an option if the EDC cannot meet this maximum study time deadline; (3) an EDC must refund 50% of the customer's interconnection application fee for each 90-day period beyond the aforementioned six-month completion deadline if it does not complete required studies within that timeframe; (4) EDCs shall conduct bi-annual "Network Open Seasons" during which large load customers can apply for interconnection studies that will be analyzed as cluster studies; and (5) EDCs should publish a list of large load customer interconnection applications on their websites, sorted by zip code, listing the date an interconnection application is accepted, the MW interconnection amount sought, and the state of the interconnection study process. These proposals are also reflected in the Model Tariff.

While PECO recognizes the importance of transparency and certainty in the interconnection process, PECO has concerns that the Commission's proposals do not appropriately recognize the time, effort, coordination, and flexibility needed to appropriately review large load projects, or the expertise and knowledge of EDC systems required to complete

such studies. Indeed, in the case of large load applicants it may not be practical – or even possible – to study a single customer in isolation and without knowledge of and coordination with (non-public) data and studies of other customers. PECO is also supportive of the comments raised by the EAP with respect to the Commission’s interconnection proposals, including comments opposing the public posting of customer interconnection application data to EDC websites and questioning its appropriateness in the Model Tariff.

Deadline for Completion of Interconnection Studies. PECO continues to oppose the inclusion of any prescribed maximum timeline for the completion of interconnection studies. Moreover, even if the Commission does adopt such a deadline, six months does not accurately reflect a limit on the time needed to complete the necessary studies to accommodate large load projects. This point is critical. The proposed six-month deadline appears to be applicable to all required interconnection studies. It does not differentiate between initial studies and more detailed engineering studies, nor does the Tentative Order or the Model Tariff account for transmission planning that requires coordination with PJM and other EDCs (both inside and outside of the Commonwealth), which can oftentimes exceed six months.²

In understanding the challenges raised by proposals for strict interconnection study timelines, the PUC must consider the wide range of complexity of proposed large load projects. PECO’s own initial experiences have demonstrated that some interconnection applications call for relatively modest, localized upgrades, while others require more than twenty individual projects that would broadly impact the regional grid by requiring new high-voltage lines, new and rebuilt substations, and complex agreements with third-party stakeholders that would be impacted by these proposed projects. These challenges are increased by the interrelated nature

² PECO may be able to complete an *initial* study within six months, assuming no transmission upgrades are necessary for a project, but additional, more detailed analyses may be required afterwards.

of cluster studies, which have the benefit of identifying systemic challenges, but which are also more complex to execute than the analysis of an individual project. To be “complete,” all large load interconnection study requests require, at a high-level, (i) a viability assessment, including availability of land or rights of way that may be required for construction of infrastructure; (ii) local system planning; (iii) finalizing and delivering study results to the customer and obtaining customer approval to proceed; and (iv) regional coordination, review, and analysis by PJM to ensure reliability of the transmission system. The current Model Tariff terms do not expressly take into account the above complexity, nor do they consider that the EDCs must rely on third parties, such as the customer and PJM, to complete all required studies.

In addition, although the PUC recognized that there may be “exigent circumstances” that warrant studies beyond the six-month window, the Commission did not define what such circumstances may be. This could potentially lead to disputes between the EDCs and customers. For example, once a cluster study begins, PECO strongly believes that any request initiated by an applicant within that study to modify its required load must immediately “stop the clock” associated with any imposed maximum study period. This is necessary so that the EDC has sufficient time to analyze that request and determine the impact on the study’s assumptions and results to date. It is possible that PECO would find it necessary to restart the entire study given the customer’s updated requirements, which PECO suggests would require a “clock restart” on any imposed maximum study period. PECO should not be penalized for doing so, particularly if the cause is related to the customer’s changing requirements.

If the Commission does adopt a maximum study period, PECO believes that, for the reasons stated above and in its prior comments to the Commission, six months is inadequate. PECO’s own experience and that of its affiliates indicates that the average study period to date can extend to approximately eighteen months or beyond, subject to all of the factors discussed

above, as well as the overall volume of large load requests. Parties that proposed six-month timelines have not provided sufficient data supporting that a six-month timeline is sufficient or reasonable.

Penalties for Failure to Complete. PECO urges the Commission to reconsider its proposal to impose financial penalties if interconnection studies are not complete within a specified time period (six months in the Tentative Order). PECO believes, first off, that the imposition of such penalties is outside the scope of this proceeding and Model Tariff provisions. But, even if that were not the case, for the reasons stated above, including the complexity of the interconnection process and EDC dependencies on a multitude of various factors and parties beyond its control, it is unreasonable to require EDCs to refund customers for all studies that are not complete within a specified period of time. If the Commission does retain this concept, at a minimum, the Model Tariff terms should be revised to provide the flexibility necessary for EDCs to enlarge the maximum time period as necessary to accommodate external factors, the actions of third parties, and the necessity for additional studies.

Third-Party Studies. PECO also opposes allowing customers to hire “an independent and unbiased third-party contractor” to complete interconnection studies that are not completed by the EDC within a specified time period (six months in the Tentative Order). It is critical to understand that transmission and distribution grid owners, and not customers or their agents, have sole responsibility for the reliability and integrity of the systems that they own and operate. In order to maintain system reliability and integrity and ensure that all EDC system factors and related impacts on other customers are properly taken into account in a third-party study, without bias toward the large load customer engaging that third party, EDCs must still review data regarding utility operations and customers, review any contractor-performed studies, and independently study any impact on existing and proposed load. Permitting third-party

interconnection studies to be outsourced in this manner could therefore have the unintended consequence of lengthening the overall time and/or cost necessary to complete all necessary studies. Furthermore, PECO does not believe that third-party contractors should have access to the type of sensitive utility and customer data – including data of other customers who might object to disclosure to third parties – that would be needed to adequately perform the interconnection studies for large loads that are contemplated in this proceeding.

Cluster Studies. As PECO previously noted in comments submitted to the Commission, PECO supports the use of cluster studies. Cluster studies are better suited to identifying the aggregate impact of multiple large load projects on systems and necessary upgrades than individual project studies and, as a result, create efficiencies and reduce overall costs while allowing EDCs to continue allocating costs based on project impacts.

PECO remains supportive of the Commission allowing EDCs to conduct cluster studies, as indicated in its previous comments. However, it is unclear how the Commission’s proposal for biannual Network Open Seasons (which the Company supports), analyzed as cluster studies, would work in tandem with any rigid maximum study period (which the Company opposes). The Model Tariff defines the date that the Company designates an interconnection application as complete as the trigger for the start of the maximum study period. Since PECO would designate individual applications as complete at varying times throughout a Network Open Season’s application window, this would result in staggered time periods for analysis based on such varying acceptance dates. This would undermine the fundamental premise of cluster studies that individual interconnection applications submitted within the same application window be evaluated collectively. Furthermore, to initiate a cluster study, PECO must have *all* of the information that it needs in order to perform that study, including *both* the results of the

preceding cluster study *and* all interconnection applications designated as complete within the related Network Open Season.

Posting of Interconnection Data. PECO supports EAP in opposing the Commission’s proposal that EDCs make available on their public websites information regarding large load interconnection applications. This proposal does not represent a Model Tariff provision that governs the terms and conditions of EDC service provided to large loads. PECO strongly believes that this data should remain confidential. Requiring publication of such data would be inconsistent with customer privacy expectations, could potentially reveal sensitive business information, and could deter prospective applicants from proposing projects in the Commonwealth.

C. INFRASTRUCTURE UPGRADES FOR LARGE CUSTOMERS

In the Tentative Order (p. 42), the PUC agreed with parties who supported a self-construct option for customers willing to fully fund infrastructure upgrades. The Model Tariff provides that “EDCs shall allow the construction of network integrated infrastructure by Large Load Customers” and also that customer upgrades “must be completed according to existing engineering standards of the EDC and meet any standards in the Public Utility Code for the inspection, maintenance, and repair of the facilities.”

Significantly, the Model Tariff provision, and related Tentative Order discussion, do not provide any direction on the future ownership or control of such infrastructure once construction is completed. As the Company highlighted in earlier comments and reply comments in this proceeding, the maintenance of the distribution system and the obligation to provide safe, reliable service to all customers are core responsibilities of each EDC and PECO is not aware of any way those responsibilities can be legally shifted to non-utility third parties. While the Company appreciates the Commission’s references to applicable EDC engineering standards and

Public Utility Standards,³ PECO remains opposed to Model Tariff provisions that would *require* EDCs to allow customers to self-construct interconnection infrastructure. It is essential that EDCs have the sole discretion to retain control over the construction of infrastructure within their service territories to ensure continued safety and reliability for all customers.

Although not addressed in the Tentative Order or Model Tariff, PECO continues to recognize the potential benefits of large load customers purchasing long-lead equipment at a reasonable cost and in strict compliance with utility technical standards. PECO respectfully requests that the PUC specify in its Final Order in this proceeding that EDCs have discretion to incorporate related provisions into their future large load tariffs.

D. INTERRUPTIBLE SERVICE AND STANDBY RATES

In the Tentative Order (p. 39), the Commission made tentative findings that (1) it would be beneficial to have programs where large load grid service may be interrupted under certain prescribed conditions; and (2) lower rates or minimum demand charges for large load customers taking interruptible service need not be discriminatory among the class of large load customers as a whole. Further, the Commission tentatively found that large load customers with onsite generation may be entitled to lower stand-by charges or lower minimum demand charges. *Id.* The Model Tariff includes several provisions concerning interruptible power, including that “upon receipt of a request from the Large Load Customer for interruptible service not already expressly described within the tariff, the Company will provide a written offer containing rates and related terms and conditions of service.”

PECO does not currently have interruptible or standby service rates available in its Electric Tariff or negotiate electric distribution service rates with retail electric customers.

³ PECO notes that it is unclear under the Model Tariff language whether a large load customer would be required to submit Biennial Inspection, Maintenance, Repair and Replacement Plans (“I&M Plans”) in compliance with PUC regulations for any period during which the customer owns the associated infrastructure upgrades.

PECO believes that guidance on the components and execution of EDC interruptible and standby rates is best deferred to EDC-specific base rate proceedings and suggests removing the “Large Load Customer Contract Service Interruptible Power” section from the Model Tariff, particularly given that interruptible offerings need not be discriminatory to large loads.

If the Commission retains interruptible rate provisions in the Model Tariff, the provision requiring EDCs to negotiate interruptible rates “upon request” from a large load customer should be removed. First, PECO is concerned that this provision could operate as a “back door” to force EDCs without tariffed interruptible rates, like PECO, to offer such rates. Second, and more broadly, the provision does not include any guardrails to ensure such negotiated rates are in the public interest or do not result in unjust and unreasonable cost shifts to other customers. On the gas distribution side, for example, the Commission has found that negotiated rates are only in the public interest when such rates are not discounted lower than necessary to avoid the customer choosing competitive alternatives.⁴ The Model Tariff provides no such condition.

E. DEPOSITS, FINANCIAL SECURITY OR COLLATERAL

In the Tentative Order (pp. 12-13), the PUC made findings concerning financial security, including that such security should (1) be sufficient to cover the cost of any large load customer’s share of network upgrades for which the large load customer is the majority beneficiary and that will be partially allocated to other customers of the EDC; and (2) be reduced or refunded over time as load ramp milestones are met and facility costs are paid. The Model Tariff includes several detailed provisions under “Collateral Requirements,” including a

⁴ See, e.g., *Pa. PUC v. PECO Energy Company – Gas Division*, Docket No. R-2020-3018929 (Order entered June 22, 2021), p. 297 (“Consistent with our decision in *Columbia Gas*, we agree with the ALJ and I&E that periodic analysis of competitive alternatives is important to ensure that the rates of the flex rate customers are not discounted lower than is necessary to avoid the customer choosing the alternative supply.”).

provision exempting certain large load customers “from 50 percent of the Collateral Requirements not to exceed an exemption of more than \$250 million.”

While PECO supports accepting the three forms of collateral identified in the Model Tariff (i.e., a parent or corporate guarantee, a standby irrevocable letter of credit, or cash), the more granular collateral requirements in the Model Tariff are overly prescriptive and, in some cases, inconsistent with each other. For example, the Model Tariff specifies the source of a guarantee as the large load customer’s “ultimate parent or a corporate affiliate.” This appears to conflict with a provision in the same section that states that a large load customer, for the purposes of collateral requirements, includes both the customer and the customer’s “financial sponsor.” A financial sponsor could be a non-affiliated third party that is willing and able to provide a guarantee similar to that of a parent or corporate affiliate.

Collateral requirements, similar to other aspects of managing large loads, are not one-size-fits-all and may require adjustment depending on the nature of a particular large load project. Any Model Tariff provisions addressing collateral requirements should provide EDCs with the discretion to determine the appropriate forms and amounts of collateral required from large load customers on a case-by-case basis, including, but not necessarily limited to, minimum credit ratings and/or liquidity of an applicant as well as its ultimate parent or corporate affiliate, if applicable. In certain cases, nuanced customer requirements such as procurement of unique distribution equipment may require PECO to request additional collateral during design and/or construction. Said equipment may be constructed or configured to specifications that render it difficult or even impossible for PECO to redeploy it in support of other customers in the event that the large load customer requiring such equipment exits their contract. If discretion to address such activities is not permitted, PECO may lack the mechanisms to adequately secure the

additional collateral necessary to protect other customers from the risk of absorbing these types of potentially stranded costs.

Furthermore, PECO opposes the mandatory exemptions and forgiveness from collateral requirements included in the Model Tariff, including the 50% exemption identified earlier in this Section II.E. Collateral protects the EDC and its customers from unpaid revenues or stranded costs caused by large load customers. Waiving a portion of the deposit requirement introduces two new risks. First, exemptions ignore the possibility that customer creditworthiness can change over time. Waiving a collateral requirement based on a single point-in-time assessment reduces the ability of the EDC to adapt its protection to changes in a customer's financial position. It may not be possible for the EDC to collect additional collateral if that customer's financial position deteriorates. Second, in the event that a large load customer prematurely discontinues operations prior to the end of its minimum contract term, the collateral exemption introduces the risk of EDCs having to undertake legal action to collect outstanding obligations from such customers, including, but not limited to, exit fees or early contract termination fees, that would have otherwise been covered by the portion of collateral covered by the exemption. This would introduce new costs for the EDC that may ultimately be borne by other customers.

Finally, as a more general matter, PECO observes that neither the Tentative Order nor the Model Tariff address the possibility that security may be required at different times, and potentially in different forms, to support different phases of large load customer analysis and construction. The Model Tariff should not include any provisions restricting EDC flexibility in these areas. For example, PECO currently requires large load applicants to provide security for their inclusion in a cluster study and, if afterwards the customer agrees to proceed based on the cluster study results, requires additional collateral in relation to any necessary Transmission

Security Agreements (for FERC-jurisdictional transmission) and separately any necessary Distribution Security Agreements (for Pennsylvania-jurisdictional distribution).

F. CONTRIBUTION IN AID OF CONSTRUCTION (“CIAC”)

In the Tentative Order (p. 16), the Commission requested comments concerning voluntary CIAC and the validity and appropriateness of a mechanism whereby voluntary CIAC contributions entail supported projects moving up in the construction queue or expediting interconnection times.

As also highlighted by EAP in post-hearing comments (p. 4), PECO believes that all customers seeking interconnection service are entitled to equal treatment under consistent, transparent, and non-discriminatory procedures. While there may be operational efficiencies and improved coordination through the incorporation of processes such as cluster studies, PECO opposes creating special queue provisions, expedited processing, or preferential treatment based solely on a voluntary CIAC contribution. Special treatment for projects able to make a voluntary CIAC contribution would be both a departure from the Commission’s long-standing commitment to non-discriminatory service and would likely lead to disputes that would frustrate any efficiency goals the Commission may have in advancing such a policy. Moreover, PECO notes that the expanded use of CIAC, especially in the context of large load interconnections, is often not as protective of other customers as are other structures that ensure a contribution to both incremental and embedded costs and revenue requirements. The CIAC rules in PECO’s current PUC-approved retail tariff are rooted in cost causation and are already sufficient to address large load CIAC relative to distribution service.

G. LOAD RAMP PERIOD

The Model Tariff provides that a customer “may designate a Load Ramp Period, which shall be no greater than five (5) years.” PECO opposes mandatory load ramp maximums and

continues to encourage providing EDCs with the flexibility to contractually identify load ramps on a case-by-case basis. For some projects, studies may require the EDC to impose a load ramp on the large load customer that is longer than five years because, for example, procurement and/or buildout of the customer's requested capacity may necessitate a longer period.

H. MINIMUM CONTRACT TERMS

Overall, PECO believes that EDCs should retain the flexibility to propose individualized tariff terms to address the needs of their respective systems and customer bases. If the Commission maintains mandatory written notice periods in the Model Tariff, PECO requests clarification on certain notice periods that appear to be in conflict. First, under "Terms of the Contract," the Model Tariff states that after the initial term, either party may request a modification to the contract capacity or terminate a contract by providing written notice to the other party no later than three years prior to the requested modification date. Separately, under the "Contractual Flexibility," the Model Tariff specifies a 42-month written notice requirement for termination or reduction in contract capacity. PECO believes these notice periods, if retained, should be uniform in the Model Tariff.

I. EXIT OR EARLY CONTRACT TERMINATION FEES

The Tentative Order and Model Tariff proposed terms related to exit or early termination fees, requiring that large load customers provide notice before reducing capacity, and imposing fees in certain circumstances. *See* Tentative Order, pp. 33-35. As PECO noted in prior comments submitted to the Commission, the Company is generally supportive of such contract mechanisms and believes it is essential that large load customers provide written notice in advance of reducing capacity.

The Commission also proposed that EDCs should use reasonable efforts to mitigate the exit fee amount owed by evaluating opportunities to assign the reduced capacity requirement to

other large load customers. PECO is unclear on what is meant by the Model Tariff's reference to mitigation via a reasonable effort to "otherwise secure offsetting expected revenues." Loss of load connected at one point on the grid (and the associated revenues) are not necessarily offset by independent load growth (and revenues) at some other location. PECO respectfully requests that the Commission explain its expectations and the potential source(s) of the revenues referenced here.

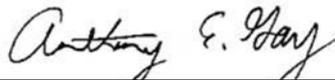
J. REPORTING REQUIREMENTS

The Commission also included detailed proposed EDC reporting requirements. *See* Tentative Order, pp. 43-55. PECO's position is generally consistent with the position of EAP in its concurrent comments. PECO reinforces EAP's prior comments that state reporting requirements should (i) have a clear, reasonable purpose beyond simply existing as "informative," and (ii) support regulatory decision-making. Furthermore, PECO agrees with EAP that the prescription of new reporting requirements is outside the scope of this Model Tariff proceeding.

III. CONCLUSION

PECO appreciates the opportunity to submit comments on this matter and remains committed to ongoing constructive engagement with the Commission and interested stakeholders regarding these important issues.

Respectfully submitted,



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