

**SUPERCEDES ELECTRIC PA P.U.C. NO. 6 AND ALL SUPPLEMENTS THERETO**

**PECO Energy Company**

**Electric Service Tariff**

**COMPANY OFFICE LOCATION**

**2301 Market Street**

**Philadelphia, Pennsylvania 19103**

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**For List of Communities Served, See Page 4.**

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**Issued December 17, 2021**

**Effective January 1, 2022**

**ISSUED BY: M. A. Innocenzo – President & CEO  
PECO Energy Distribution Company  
2301 MARKET STREET  
PHILADELPHIA, PA. 19103**

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**NOTICE**

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**LIST OF CHANGES MADE BY THIS SUPPLEMENT****DEFINITION OF TERMS AND EXPLANATION OF ABBREVIATIONS - Original Page No. 7 and Original Page No. 9**

Updated definitions for Energy Supply Charge, Fixed Distribution Service Charge, and Variable Distribution Service Charge.

**PRIVATE PROPERTY CONSTRUCTION - COMPANY'S SERVICE LINES – Original Page No. 14** - Revised Rule 6.1 to clarify ownership of primary and secondary lines.

**PRIVATE PROPERTY CONSTRUCTION - CUSTOMER'S SERVICE EXTENSION - Original Page No. 14** - Revised Rule 6.3 to clarify installation and type of Company equipment.

**EXTENSIONS – UNDERGROUND SERVICE IN NEW RESIDENTIAL DEVELOPMENTS – Original Page No. 18** - Revised Rule 7.3 to indicate of when a developer may install conduit.

**METER TESTS - TESTING SERVICES – Original Page No. 26** - Revised Rule 16.6 by deleting the term “in advance” and adding “at the Company's discretion” to allow greater flexibility for charging for special tests.

**BILLING AND STANDARD PAYMENT OPTIONS – Original Page No. 27** - Revised Rule 17.2 to indicate PECO's standard billing practice for both gas and electric customers.

**BILLING AND STANDARD PAYMENT OPTIONS - BUDGET BILLING - Original Page No. 27** - Revised Rule 17.6 to remove reference to POL.

**PAYMENT TERMS & TERMINATION OF SERVICE – Original Page No. 30** - Theft fees have been removed from rule 18.7 and added as new rule to rule 18.8. Theft fees have been updated.

**STATE TAX ADJUSTMENT CLAUSE - Original Page No. 34** - Reflects annual filing and update from the electric distribution base rate proceeding at Docket No. R-2021-3024601.

**GENERATION SUPPLY ADJUSTMENT FOR PROCUREMENT CLASSES 1 AND 2 LOADS UP TO 100KW – Original Page No. 36, 37, 37A** - Reflects updated working capital adjustment from the distribution base rate case at Docket No. R-2021-3024601.

**GENERATION SUPPLY ADJUSTMENT FOR PROCUREMENT CLASS 3/4 LOADS GREATER THAN 100KW - Original Page No. 38** - Reflects updated working capital adjustment from the distribution base rate case at Docket No. R-2021-3024601.

**PROVISIONS FOR RECOVERY OF UNIVERSAL SERVICE FUND CHARGE (USFC) – Original Page No. 42** - Reflects annual update to USFC.

**CONSUMER EDUCATION CHARGE – Original Page No. 43** - Removed obsolete language regarding Market Phase In Rider. Expanded cost recovery to include education and outreach costs for low and moderate income customers.

**TRANSMISSION SERVICE CHARGE (“TSC”) – Original Page No. 44** – Added language to clarify billing demands. Working Capital (WC) updated.

**NON-BYPASSABLE TRANSMISSION CHARGE (“NBT”) - Original Page No. 45** – Added language to clarify billing demands.

**DISTRIBUTION SYSTEM IMPROVEMENT CHARGE (“DSIC”) - Original Page No. 48** - Reset the DSIC to 0%

**RATE R RESIDENCE SERVICE – Original Page No. 51** - Distribution prices updated

**RATE R H RESIDENTIAL HEATING SERVICE – Original Page No. 52** - Distribution prices updated

**RATE RS-2 NET METERING - Original Page No. 55** - Added location of link to the online application.

**RATE-GS GENERAL SERVICE- Original Page No. 56** - Added additional wording to Availability section and revised the definition of the minimum charge. Distribution prices updated.

**RATE PD PRIMARY-DISTRIBUTION POWER - Original Page No. 58** - Distribution prices updated.

**RATE HT HIGH-TENSION POWER - Original Page No. 59** - Distribution prices updated.

**RATE EP – ELECTRIC PROPULSION - Original Page No. 60** - Added language to clarify availability of Rate EP to untransformed service at “legacy locations” and to explain conjunctive billing. Distribution prices updated.

**RATE POL PRIVATE OUTDOOR LIGHTING - Original Page No. 61** - Distribution prices updated.

**RATE SL-S STREET LIGHTING-SUBURBAN COUNTIES - Original Page No. 63** - Distribution prices updated

**Rate SL-E Street Lighting Customer Owned Facilities - Original Page No. 65** - Added wording to clarify ownership of aerial fed streetlighting facilities. Distribution prices updated.

**Rate SL-C Smart Lighting Control Customer Owned Facilities - Original Page No. 67 and Original Page No. 68**  
Added reference to the Energy Efficiency Surcharge and revised terms and conditions. Distribution prices updated.

**RATE TLCL TRAFFIC LIGHTING CONSTANT LOAD SERVICE– Original Page No. 70** - Distribution prices updated.

**APPLICABILITY INDEX OF RIDERS - Original Page No. 73** – Added a footnote to the Construction Rider which expands the applicability to Rate GS customers with demands greater than 500 kW.

**CUSTOMER ASSISTANCE PROGRAM (“CAP”) – Original Page No. 79** - Removed the certification requirement pertaining to energy assistance grant for enrollment in the CAP Rider.

**ELECTRIC VEHICLE DCFC PILOT RIDER (EV-FC) – Original Page No. 84** - Expand availability of the rider to include public transit.

**NIGHT SERVICE GS RIDER - Original Page No. 88**- Distribution prices updated.

**NIGHT SERVICE HT RIDER - Original Page No. 89** - Distribution prices updated.

**NIGHT SERVICE PD RIDER - Original Page No. 90** - Distribution prices updated.

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**LIST OF COMMUNITIES SERVED****PHILADELPHIA:**

CITY AND COUNTY OF Philadelphia.

**DELAWARE COUNTY:**

CITY: Chester.

BOROUGHS: Aldan, Brookhaven, Chester Heights, Clifton Heights, Collingdale, Colwyn, Darby, East Lansdowne, Eddystone, Folcroft, Glenolden, Lansdowne, Marcus Hook, Media, Millbourne, Morton, Narberth, Norwood, Parkside, Prospect Park, Ridley Park, Rose Valley, Rutledge, Sharon Hill, Swarthmore, Trainer, Upland, Yeadon.

FIRST-CLASS TOWNSHIPS: Aston, Darby, Haverford, Lower Chichester, Lower Merion, Marple, Nether Providence, Radnor, Ridley, Springfield, Tinicum, Upper Chichester, Upper Darby.

SECOND-CLASS TOWNSHIPS: Bethel, Birmingham, Chester, Concord, Edgmont, Middletown, Newtown, Thornbury, Upper Providence.

**BUCKS COUNTY:**

BOROUGHS: Bristol, Chalfont, Doylestown, Dublin, Hulmeville, Ivyland, Langhorne, Langhorne Manor, Morrisville, New Britain, New Hope, Newtown, Pennel, Telford, Tullytown, Yardley.

FIRST-CLASS TOWNSHIPS: Bristol.

SECOND-CLASS TOWNSHIPS: Bedminster, Bensalem, Buckingham, Doylestown, Falls, Hilltown, Lower Makefield, Lower Southampton, Middletown, New Britain, Newtown, Northampton, Plumstead, Solebury, Upper Makefield, Upper Southampton, Warminster, Warrington, Warwick, Wrightstown.

**MONTGOMERY COUNTY:**

BOROUGHS: Ambler, Bridgeport, Bryn Athyn, Collegeville, Conshohocken, East Greenville, Green Lane, Hatboro, Jenkintown, Lansdale, Norristown, North Wales, Pennsburg, Pottstown, Red Hill, Rockledge, Royersford, Schwenksville, Souderton, Telford, Trappe, West Conshohocken.

FIRST-CLASS TOWNSHIPS: Abington, Cheltenham, Hatfield, Lower Moreland, Lower Pottsgrove, Plymouth, Springfield, Upper Dublin, Upper Gwynedd, Upper Moreland, Upper Pottsgrove, West Norriton, West Pottsgrove, Whitmarsh.

SECOND-CLASS TOWNSHIPS: East Norriton, Franconia, Horsham, Limerick, Lower Frederick, Lower Gwynedd, Lower Providence, Lower Salford, Marborough, Montgomery, Perkiomen, Salford, Skippack, Towamencin, Upper Frederick, Upper Merion, Upper Providence, Upper Salford, West Vincent, Whippen, Worcester.

**CHESTER COUNTY:**

CITY: Coatesville.

BOROUGHS: Avondale, Downingtown, Kennett Square, Malvern, Modena, Oxford, Parkesburg, Phoenixville, South Coatesville, Spring City, West Chester, West Grove.

FIRST-CLASS TOWNSHIP: Caln.

SECOND-CLASS TOWNSHIPS: Birmingham, Charlestown, East Bradford, East Brandywine, East Caln, East Coventry, East Fallowfield, East Goshen, East Marlborough, East Nantmeal, East Nottingham, East Pikeland, East Vincent, East Whiteland, Easttown, Elk, Franklin, Highland, Kennett, London Britain, Londonderry, London Grove, Lower Oxford, New Garden, Newlin, New London, North Coventry, Penn, Pennsbury, Pocopson, Sadsbury, Schuylkill, South Coventry, Thornbury, Tredyffrin, Upper Oxford, Upper Uwchland, Uwchland, Valley, Wallace, Warwick, West Bradford, West Brandywine, West Caln, West Fallowfield, West Goshen, West Marlborough, West Nantmeal, West Nottingham, West Pikeland, West Sadsbury, Westtown, West Vincent, West Whiteland, Willistown.

**YORK COUNTY:**

BOROUGH: Delta.

SECOND CLASS TOWNSHIPS: Chanceford, Fawn, Lower Chanceford, Peach Bottom.

**HOW TO USE LOOSE-LEAF TARIFF**

1. This Tariff is issued on the loose-leaf plan. Each page will be issued as "original page," consecutively numbered, commencing with the title page, which in all cases will be considered as Page No. 1. For example: "Original Page No. 2", "Original Page No. 3," etc.
2. All changes in, additions to, or eliminations from, original pages, will be made by the issue of consecutively numbered supplements to this Tariff and by reprinting the page or pages affected by such change, addition, or elimination. Such supplements will indicate the changes which they effect and will carry a statement of the make-up of the Tariff, as revised. The Table of Contents will be reissued with each supplement.
3. When a page is reprinted the first time, it will be designated under the P.U.C. number as "First Revised Page No....," the second time as "Second Revised Page No....," etc. First revised pages will supersede original pages; second revised pages will supersede first revised pages, etc.
4. When changes or additions to be made require more space than is available, one or more pages will be added to the Tariff, to which the same number will be given with letter affix. For example, if changes were to be made in Original Page No. 2 and, to show the changed matter, more than one page should be required, the new page would be issued as "First Revised Page No. 2, superseding Original Page No. 2"; and the added page would be issued as "Original Page No. 2A." If a second added page should be required, it would be issued as "Original Page No. 2B." Subsequent reprints will be consecutively designated as "First Revised...," "Second Revised...," etc.
5. On receipt of a revised page it will be placed in the Tariff immediately following the page which it supersedes, and the page which is to be superseded thereby plainly marked "See following page for pending revision." On the date when such revised page becomes Effective the page superseded should be removed from the Tariff.

**DEFINITION OF TERMS AND EXPLANATION OF ABBREVIATIONS**

a.c. - alternating current

Advanced Meter - Advanced Meter shall have the meaning set forth in the Electric Generation Supplier Coordination Tariff.

Advanced Meter Services - Advanced Meter Services shall have the meaning set forth in the Electric Generation Supplier Coordination Tariff.

Advanced Meter Service Provider or AMSP - The Company or an EGS that provides Advanced Meter Services.

AEPS – Alternative Energy Portfolio Standard – statute that requires electric distribution companies and electric generation suppliers to acquire a certain percentage of their energy from alternative energy sources.

Available rate - A rate which may be obtained by a customer if the use of service conforms to the character of service contemplated in the rate, and the location is such that this service can be supplied from existing facilities of the Company.

Bad credit - A customer shall be deemed by the Company to have bad credit if the customer has been delinquent on payment of two consecutive bills or three or more bills in the last twelve billing cycles or tendered two or more checks that are subsequently dishonored by a payee according to 13 Pa.C.S. §3502, within the last twelve billing cycles. Industrial and commercial customers also shall be deemed by the Company to have bad credit if the customer is insolvent, (as evidenced by a credit report prepared by a reputable credit bureau or credit reporting agency or public financial data, liabilities exceeding assets or generally failing to pay debts as they become due) or has a class of publicly-traded debt outstanding that is rated to be below investment grade, or tendered two or more checks that are subsequently dishonored by a payee according to 13 Pa.C.S. §3502, within the last twelve billing cycles.

Base Rate (or rate) - The Base Rates are Rates R, R-H, RS-2, GS, PD, HT, POL, SL-S, SL-E, SL-C, TLCL, EP, and AL.

Billing demand - The calculated or measured demand after correction, if any, for power factor; except that the billing demand may be limited to a minimum figure.

Btu - British thermal unit.

Capacity charge - A charge based upon demand, either with or without power factor correction.

Competition Act - The Electricity Generation Customer Choice and Competition Act, 66 Pa.C.S. §2801, et seq.

Competitive Energy Supply - unbundled energy and capacity provided by an Electric Generation Supplier.

Consolidated EDC Billing - Billing provided by the Company as provided for in the Electric Generation Supplier Coordination Tariff.

Consolidated EGS Billing - Billing provided by an EGS as provided for in Electric Generation Supplier Coordination Tariff.

Continuous service – Service which the Company endeavors to keep available at all times.

Creditworthy - A creditworthy customer pays the Company's charges as and when due and otherwise complies with the Rules and Regulations of this Tariff or the PaPUC. To determine whether a customer is creditworthy with respect to a particular account, the Company will evaluate the customer's record of paying Company charges for all of the customer's other Company accounts, and may also take into consideration the customer's general credit.

Customer - Any person, partnership, association, or corporation, lawfully receiving service at a single meter location from the Company. For purposes of billing for an Electric Generation Supplier (as defined below), the term customer may include all meter locations for which a summary bill is provided. In addition, unless explicitly prohibited by the Public Utility Code or the Commission's Rules and Regulations, an EGS may act as agent for an end use customer upon written authorization to PECO Energy which may be part of the notice of EGS selection.

Customer's service extension - The facilities extending from the customer's service-receiving equipment to the Company's service supply lines.

Default Service (DS) - The provision of energy or energy and capacity by PECO Energy as Default Service Provider to customers that are: (1) not eligible to obtain Competitive Energy Supply, (2) choose not to obtain Competitive Energy Supply, (3) return to default service after having obtained Competitive Energy Supply or Competitive Default Service, or (4) who contract for Competitive Energy Supply from an EGS (as defined below) that fails to deliver such energy or energy and capacity.

Default Service Provider (DSP) – The incumbent EDC within a certificated service territory or a Commission approved alternative supplier of electric generation.

Demand - The maximum rate-of-use of energy during a specified time interval, expressed in kilowatts.



**DEFINITION OF TERMS AND EXPLANATION OF ABBREVIATIONS (continued)**

Direct Access - Direct Access shall have the meaning set forth in the Competition Act.

Electric Distribution Company (EDC) - Electric Distribution Company (EDC) shall have the meaning set forth in the Competition Act.

Electric Generation Supplier (EGS) - Electric Generation Supplier (EGS) shall have the meaning set forth in the Competition Act.

Electric Generation Supplier Coordination Tariff (or Supplier Tariff)- PECO Energy's Electric Generation Supplier Coordination Tariff, provides procedures for EGS & PECO EDC interaction to make arrangements necessary to implement Direct Access for retail customers.

Energy Supply Charge (Generation Charge) - PECO Energy's charge for energy or energy and capacity to customers that receive Default Service.

Energy charge - a charge based upon kilowatt-hours of use.

FERC - the Federal Energy Regulatory Commission.

Fixed Distribution Service Charge (Customer Charge) – A charge to recover costs caused by the presence of the customer on the system other than the costs associated with the customer's demand or energy consumption.

Holidays - New Year's Day, Martin Luther King, Jr.'s Birthday, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day and Sundays.

Hp, horsepower - As used herein, horsepower shall be computed as the equivalent of 750 watts.

Initial Contract Term - An initial contract term for a service location shall be 1) the customer's first Term of Contract for service to the location or 2) the first Term of Contract after the customer changes service for a location to a different Rate.

Interest Index – An annual interest rate determined by the average of one-year Treasury Bills for September, October and November of the previous year.

KV, kilovolts - 1000 volts.

KVA, kilovoltampere - Unit of measurement of rate-of-use, which determines electrical capacity, required; it is obtained by multiplying the voltage of a circuit by its amperage.

KW, kilowatt - Unit of measurement of useful power.

KWh, kilowatt-hour - Unit of measurement of energy; an amount equivalent to the use of one kilowatt for one hour.

Lumen - Unit of measurement of quantity of light.

Measured Demand - A customer's highest demand during a 30-minute time interval in a billing period.

Month - A month under this Tariff means 1/12 of a year, or the period of approximately 30 days between two regular consecutive readings of the Company's meter or meters installed on the customer's premises.

PaPUC or Commission - The Pennsylvania Public Utility Commission.

PECO Energy or the Company - PECO Energy Company.

Point of Delivery - The single service point at which the service-supply lines of the Company terminate and the customer's facilities for receiving the service begin.

PJM - PJM shall mean the PJM Interconnection, L.L.C.

PJM System - PJM System shall mean the transmission facilities located in the Mid-Atlantic Region that are controlled by PJM.

Power Factor - As used herein, power factor is, in a single-phase circuit, the ratio of the watts to the voltamperes, and in a polyphase circuit, is the ratio of the total watts to the vector sum of the volt-amperes in the several phases.

Principal Office – The Company's Main Office Building is located at 2301 Market Street, Philadelphia, Pa. 19103.

Property Line - The division line between land held in or for private use, and land in which the public or the Company has a right of use; or, the division line between separately owned or occupied land.

**DEFINITION OF TERMS AND EXPLANATION OF ABBREVIATIONS (continued)**

Separate EDC Billing - Billing provided by the Company as provided for in the Electric Generation Supplier Coordination Tariff.

Separate EGS Billing - Billing provided by an EGS as provided for in the Electric Generation Supplier Coordination Tariff.

Service - The distribution of energy for use by the customer, including all things done by the Company in connection with such distribution. (The Company must approve the installation of parallel generation via an Interconnection Agreement before the customer operates that generation in parallel with the Company's distribution system.)

- standard single-phase secondary: alternating current, 60 hertz, in accordance with Tariff Rule 2.5 (Single-Phase Up To 150 kVA):
  - (a) nominally 120/240 volts, 3 wires;
  - (b) nominally 120 volts, 2 wires to installations consisting of not more than two 15-ampere branch circuits;
  - (c) nominally 120/208 volts, 3 wires, for residential service, where available in conjunction with standard polyphase secondary 120/208 volts, 3-phase, 4 wires.
- standard polyphase secondary; alternating current, 60 hertz. Only one service is available to a building. However, the Company will provide standard service to customer premises containing multiple buildings in accordance with Tariff Rule 2.2 (Single-Point Delivery). For purposes of determining service capacity and parallel-generating capacity limits, a building is defined as a structure, separated from other structures, or a portion of a contiguous structure separated from the remainder of the structure by approved firewalls. When demand or service voltage requires the installation of transformation equipment on the owner's premises, the transformation shall consist of a pad mounted transformer installed at a location provided by the owner and approved by the Company outside the building or a transformer bank installed inside the building in a vault located on the ground floor or one story below grade, meeting National Electrical Code requirements. The Company will not install, own or maintain any conductors inside or beneath a building nor install indoor transformation in areas supplied by or designated to be supplied at 33,000 volts or greater.
  - (a) nominally 120/240 volts, 2-phase, 5 wires; only available in areas supplied by 2-phase distribution facilities located along public highways or private rights-of-way and limited to service capacities of 100 kVA or less;
  - (b) nominally 240 volts, 3-phase, 3 wires; a fourth wire neutral will be extended for the supply of 120/240 volt single-phase equipment in combination with the service where neither the service capacity required nor the parallel-generating capacity required exceeds 15 kVA on any one of the phases. Where the demand to a single premises exceeds 100 kVA, transformers will be installed on the premises at a suitable location provided by the owner. The service capacity and the parallel-generating capacity are both limited to 300 kVA for transformers located inside the building and 500 kVA for transformers located outside the building.
  - (c) nominally 120/208 volts, 3-phase, 4 wires, (where 3-phase distribution is available) for the exclusive supply of secondary service to a building or group of contiguous buildings occupied by one or more than one customer, with transformers and secondaries installed on the premises at suitable locations provided by the owner. The service capacity and the parallel-generating capacity are both limited to 750 kVA for transformers located either inside or outside the building. When either exceeds 750 kVA for transformers located inside the building the only rate option available to the customer will be Rate HT. When either exceeds 750 kVA but remains at or below 1,500 kVA for transformers located outside of the building, the customer can request service at 277/480 volts, 3-phase 4-wires from transformers located outside of the building. Otherwise, the only rate option available to the customer will be Rate HT. When a suitable transformer location is not reasonably available on the premises and the demand does not exceed 100 kVA, service may be supplied at the Company's discretion from aerial distribution facilities located along public highways.
  - (d) nominally 277/480 volts, 3-phase, 4 wires (where 3-phase distribution is available) for the exclusive supply of secondary service to a building occupied by one or more than one customer with transformers and secondaries installed on the premises at suitable locations provided by the owner. The service capacity and the parallel-generating capacity are both limited to 750 kVA for transformers located inside the building and 1,500 kVA for transformers located outside the building. If either exceeds these limits the only rate option available to the customer will be Rate HT.
- standard primary - unregulated alternating current, 60 hertz, nominally 2,400 volts, 2-phase, 3 wires, or nominally 4,160 volts, 3-phase, 3 or 4 wires. Availability of these voltages is limited to those locations served at these voltages as of July 6, 1987.
- standard high tension - unregulated alternating current, 60 hertz, nominally 13,200, 33,000, 69,000, 138,000, or 230,000 volts, 3-phase, 3 or 4 wires (4-wire, 13 kV service is available in areas that have been converted to 13 kV distribution):

Where two or more such standard voltages are present in a given area, the Company will select the service voltage at which the required service can be supplied most economically. Nominally 13,200, 33,000, 69,000, 138,000 or 230,000 volts as available in the various sections of the Company's service territory for loads of such character as to require supply at one of such voltages in order not to impose unsatisfactory service conditions on the Company's supply system, or for loads of such character that supply at one of such voltages is desired both by the Company and the customer. For service at 13,200 or 33,000 volts, where the customer's demand exceeds 7,000 kW, the owner may be required to provide a suitable location on the premises for the installation of Company's transformation equipment.

The Company's charges for service, which are comprised of the Fixed Distribution Service Charge and Variable Distribution Service Charge, are non-bypassable and must be paid by any customer regardless of the voltage level at which the customer is served.

Service-supply lines - The facilities (conductors, cables, conduits, etc.) extending from the Company's facilities in the highway or other trunk line location to the facilities owned and maintained by the customer.

**DEFINITION OF TERMS AND EXPLANATION OF ABBREVIATIONS (continued)**

Summary Billing Account - An aggregate bill prepared for two or more meter locations owned or legally controlled by the same partnership, association, corporation, or governmental agency etc. for: (1) the Company's charges for service; and/or (2) an EGS's charges for Competitive Energy Supply, as permitted by Rule 2.2.

Tariff - this Electric Service Tariff comprising the Base Rates, rules and regulations which in conjunction with Pennsylvania Public Utility Law and Pennsylvania Public Utility Commission Regulations govern the distribution of electric energy including all things done by the Company in connection with such distribution, and/or the supply of electric energy under Default Service, and other PaPUC jurisdictional services.

Variable Distribution Service Charge (Distribution Charge) - the variable supply charges for the provision of unbundled distribution service, including all things done by the Company in connection with such distribution service.

## RULES AND REGULATIONS

### 1. THE TARIFF

**1.1 FILING AND POSTING.** A copy of this Tariff, which comprises the Rates, Rules and Regulations under which service and Default Service will be provided to its customers by PECO Energy, is on file with the Commission and is posted and open to

inspection at the Principal Office of the Company. A copy of this tariff is also available on the Company's website at <http://www.peco.com>.

**1.2 REVISIONS.** This Tariff may be revised, amended, supplemented or otherwise changed from time to time in accordance with the Pennsylvania "Public Utility Law", and such changes, when effective, shall have the same force as the present Tariff.

**1.3 APPLICATION.** The Tariff provisions apply to everyone lawfully receiving service from the Company, under the rates therein, and the recipient of service, whether service is based upon contract, agreement, accepted signed application, or otherwise, shall be subject to the terms of the Tariff. In addition, the rates therein shall apply to everyone receiving service unlawfully or otherwise, including unauthorized use as referred to in Rule 4.7 of this Tariff. A customer will receive service under the rates and riders of this tariff effective with their first scheduled billing cycle after the effective date of the tariff or as otherwise indicated in this tariff.

**1.4 BASIS OF CHARGE.** Time elapsed is a factor in the supply of service and the rates and minimum charges named in this Tariff, while predicated on periods of supply of not less than one year, are stated in values for direct application only to monthly periods of service supply and will be adjusted for application to service supplied during other time intervals.

**1.5 RULES AND REGULATIONS.** The Rules and Regulations, filed as part of this Tariff, are a part of every contract for service made by the Company and govern all classes of service where applicable, unless specifically modified by a rate or rider provisions. The obligations imposed on customers in the Rules and Regulations apply as well to everyone receiving service unlawfully and to unauthorized use of service.

**1.6 USE OF RIDERS.** The terms governing the supply of service under a particular Base Rate may be modified or amended only by the application of those standard riders, filed as part of this Tariff, which are specifically mentioned as applicable to that rate in the Applicability Index of Riders.

**1.7 STATEMENT BY AGENTS.** No representative has authority to modify a Tariff rule or provision, or to bind the Company by any promise or representation contrary thereto.

### 2. SERVICE LIMITATIONS

**2.1 CHARACTER.** This Tariff applies only to the distribution and/or supply of electric energy of the standard characteristics available in the locality in which the premises to be served are situated. The Company does not offer to distribute and/or supply electric energy of nonstandard characteristics.

**2.2 SINGLE-POINT DELIVERY** The Company will provide standard distribution and/or supply through a single delivery and metering point for the total requirements at each separate premises of any person, partnership, association, or corporation, lawfully receiving service, except where, in the Company's sole judgment, special conditions warrant the installation of additional facilities. Unless otherwise stated herein, the Base Rates in this Tariff for each class of service are based upon that standard. Separate distribution and/or supply for the same customer at other points of consumption shall be separately metered and billed, except that: (1) when the Company is providing Consolidated EDC Billing, the Company will provide summary billing of its charges for and/or an EGS' charges (if requested by the EGS) for Competitive Energy Supply; and (2) when the Company is providing Separate EDC Billing, the Company will provide summary billing of its charges.

**2.3 SINGLE-POINT AVAILABILITY.** Service delivered at a single point is available to one or more buildings or units devoted essentially to a single purpose, provided and so long as:

- (a) Such buildings or units are:
  - (1) held, possessed, and either utilized or operated as a single establishment by a single responsible entity, and
  - (2) unified on the basis of family, business, industry, enterprise, or governmental agency or through conveniences and services, such as heat, elevator, janitor, care of halls, walks and lawns, etc., furnished by such entity, and
  - (3) situated on a single or on contiguous land parcels except where such buildings or units constitute interdependent parts of a single industrial enterprise. In determining "contiguity" hereunder of parcels abutting opposite sides of public or private ways, the boundaries of such parcels shall be considered as extending to the center of such ways.
- (b) There is granted and maintained to the Company easement or other rights, adequate in the Company's reasonable judgment to supply service direct to any such buildings or units if, as and when a cessation of any one or more of the conditions stated in paragraph lettered "a" above should occur, or there should arise in any manner a Company duty of such direct supply.

**RULES AND REGULATIONS (continued)**

- (c) The transforming, receiving and distribution facilities on the customer's side of the delivery point, are:
  - (1) furnished, installed and maintained at the expense of the customer, and
  - (2) owned or leased by the customer, and
  - (3) operated and controlled by or at the expense of the customer.
- (d) The Company is under no legal obligation of direct supply to any portion of said building or units or their appurtenances.
- (e) A guarantee by deposit or otherwise is given and maintained to the Company sufficient in its reasonable judgment to insure it against loss in primary, secondary and/or distribution investment in the event of change in the nature of holding and possession of such buildings or units, or in the occupancy thereof, or in the type of service delivered thereto.
- (f) All utilization equipment on the customer's side of the Company delivery point is furnished, installed, operated and maintained by the operator of the building or units supplied or by the tenants of such operator whose use of electricity is dependent upon the single-point delivery and metering of service.
- (g) Any use of public highways by such operator for the latter's distribution facilities does not conflict or interfere with the franchise rights of the company.

**2.4 COMPLIANCE WITH AVAILABILITY.** The use of the Company's service shall not be for any purpose other than that covered by the availability provisions of the applicable Base Rate and/or riders.

**2.5 SINGLE-PHASE UP TO 150 KVA.** Single-phase secondary service is available for customer equipment with demand of or parallel-generation facilities having an aggregate nameplate rating up to 150 kVA. Generating systems shall be installed and operated under Rate RS-2 with associated load sharing the same electric point of interconnection to the Company's facilities. Any customer demand or generation equipment in excess of this amount will be supplied polyphase service. (The Company must approve the installation of parallel generation via an Interconnection Agreement before the customer operates that generation in parallel with the Company's distribution system.)

**2.6 POLYPHASE LOADS AGGREGATING LESS THAN 7-1/2 HP.** Polyphase service is not available for installations aggregating less than 7-1/2 horsepower, unless the excess cost of supplying polyphase rather a single-phase service is borne by the customer.

**2.7 MOTORS.** Service is not available to motors which do not meet the Company's standard requirements.

**2.8 COMPLIANCE WITH BUILDING ENERGY CONSERVATION ACT STANDARDS.** Before receiving any electric service to or for new or renovated residential buildings or additions thereto, as defined by Pennsylvania Building Energy Conservation Act (BECA) as amended by Act 98 of 1985, applicants for service must provide the Company with the compliance certification copy of the Pennsylvania Department of Community Affairs (DCA) "Notice of Intent to Construct" form as processed by DCA. A compliance certification copy of "Notice of Intent to Construct" will not be required by the Company if the new or renovated residential building is located in a municipality which has elected to administer the BECA and requires that a notice of intent to construct be filed with the municipality before or at the time that application is made for a building permit and the notice has, in fact, been filed.

**3. CUSTOMER INSTALLATION**

**3.1 INFORMATION FROM THE CUSTOMER.** The Company should be advised by the customer or applicant for service, in writing, preferably on a form supplied by the Company, of premises to be equipped for service, giving exact location, and details of all current consuming devices to be installed.

The customer shall supply the Company any and all information in its possession regarding potential or actual contamination, waste or hazardous materials or other adverse environmental conditions on the customers' premises on or near where the Company facilities are to be located. The customer has a continuing obligation to provide the Company with such information relating to the premises as the customer receives it. The Company also has a continuing right to inspect the customers' premises for the purposes of performing an environmental assessment.

**3.2 METER LOCATION.** There shall be provided, free of expenses to the Company, at a location outdoors, unless otherwise designated by the Company or another AMSP, which the Company or another AMSP will designate in writing upon request, a suitable place for the meter or meters and any other supply, protective or control equipment of the Company or another AMSP which may be required in the provision of service. The customer shall provide access and space, in an amount deemed necessary by the Company, to install and maintain its meter(s) and equipment. This location shall be convenient, unimpeded and easily accessible to the Company's employees, contactors and agents. The Customer shall also minimize any risk for damage and/or harm to the Company's employees, contractors, agents and equipment at the meter location. There also must not be any impediment or obstruction of the Company's ability to receive, an adequate communication signal from its meter(s) for remote reading purposes. The meter(s) location shall also be situated so that the meter(s) are not concealed but shall be situated in a fashion acceptable to the Company.

**3.3 POINT OF DELIVERY.** The Company will designate in writing, upon request, a satisfactory point of delivery where the customer shall terminate the wiring and facilities for connection to the distribution lines of the Company. The failure to request and obtain such location may result in refusal of service pending rearrangement of customer's facilities, but the designation of a point of delivery does not constitute an agreement or obligation on the part of the Company to furnish service.

In establishing a point of delivery, the Company has the right to avoid areas known or suspected to contain contamination, waste or hazardous materials or other adverse environmental conditions. The customer will have the option of extending its own facilities to the

Company's point of service delivery.

The Company may waive this right of avoidance upon agreement by the customer or applicant to indemnify, defend, and hold harmless the Company (its successors, assigns, trustees, officers, employees and agents) from and against all actions, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, losses, charges, debts and liabilities whatsoever

**RULES AND REGULATIONS (continued)**

(including attorney's fees), whether known or unknown, present or future, that arise from such conditions. This indemnification provision shall survive the termination or expiration of said agreement and the termination of the business relationship of the parties thereto.

**3.4 SERVICE ENTRANCE EQUIPMENT.** All equipment beyond the point of delivery, except the meter, shall be installed by the customer. Installation shall be in conformity with the National Electrical Code and the Company's published "Electric Service Requirements", and shall include, where necessary, an approved sealable device for mounting a meter. The meter will be supplied, owned and sealed by the Company or another AMSP.

**3.5 SECONDARY SERVICE CONNECTION.** (a) Wiring of any premises for connection to overhead lines must be brought outside of the building wall to a location designated or approved by the Company, at which point the house wiring must extend at least 3 feet for attachment to the Company's service-supply lines. (b) Service connections to the Company's underground facilities shall terminate on the customer's premises in an approved connection box from which customer's wiring shall extend to the other service entrance equipment.

**3.6 UNDERGROUND SERVICE.** Customers desiring an underground service from overhead wires must bear the excess cost incident thereto. Specifications and terms for such construction will be furnished by the Company on request.

**3.7 NONSTANDARD SERVICE.** The customer or applicant for service shall pay the cost of any special installation necessary to meet the unusual requirements of the customer or applicant for service, including but not limited to: (1) service at other than standard voltages, (2) service for loads that will be intermittent and which, in the Company's sole judgment, would not generate sufficient revenue to recover the installation costs of the required facilities, (3) service for loads that will be continuous but that will generate minimal usage, and which, in the Company's sole judgment, would not generate sufficient revenue to recover the installation costs of the required facilities, (4) service for loads that will require provision of closer voltage regulation than required by standard service, and (5) situations for which, in the Company's sole judgment, extenuating circumstances exist whereby the Company agrees to provide multiple services, which are not normally offered in other sections of the Tariff, to one customer located on a premises.

The customer or applicant shall pay all costs to the Company of performing environmental assessments, including, but not limited to, the cost of consultants utilized by the Company, the cost of removal and disposal of contamination, waste or hazardous materials or dealing with other adverse environmental conditions associated with either the initial installation, modification, repair, maintenance or removal of service facilities.

**3.8 RELAY PROTECTION.** The customer must install at the customer's own expense a reverse-phase relay of approved type on all alternating current motors for passenger and freight elevators, hoists, and cranes, and a reverse-power relay for parallel operation.

**4. APPLICATION FOR SERVICE**

**4.1 PLACE OF APPLICATION.** Customers may apply for service at the Company's Principle Office or, in some cases, over the telephone.

**4.2 SERVICE CONTRACT.** Every applicant for service may be required to sign a contract, agreement, or other form then in use by the Company, covering the special circumstances of the use of service, and shall abide by these Rules and Regulations and the standard requirements of the Company including but not limited to those in PECO's Electric Service Requirements Manual ("Blue Book") Builder's Handbook, Interconnection Guidelines and other additional requirements that PECO will provide upon request.

**4.3 CONTRACT DATA.** The application shall contain a statement of the premises to be served, the rate under which service is desired, and such conditions or riders as are applicable to the special circumstances of the case.

**4.4 RIGHT TO REJECT.** The Company may place limitations on the amount and character of service it will supply or may reject applications for service: not available under a standard rate; which might affect service to other customers; which is to be delivered at a location or at a standard voltage that involves excessive cost; for bad credit; for the applicant's failure to provide identifying documentation; when an applicant's self-identification cannot be verified; or for other good and sufficient reasons. Customers cannot be denied Default Service or new service for failure to pay an EGS's charges.

The Company has the right to restrict service to only those locations which will not expose the Company to liability for known or suspected contamination, waste or hazardous materials or other adverse environmental conditions.

**4.5 ACCEPTANCE.** Before the Company affirmatively accepts an application, the Company will consider the application to be "pending". When an application is accepted, it constitutes the contract between the customer and the Company, subject to the Rules and Regulations. A customer or other recipient of service also becomes contractually obliged to the Company when service is provided according to the application either with or without modification, or when the customer otherwise receives service.

**4.6 SPECIAL CONTRACTS.** Standard contracts shall be for terms as specified in the statement of the rate, but where large or special investment is necessary for the supply of service, or where service is to be used for an emergency or temporary replacement of another method of operation, contracts of longer term than specified in the rate, or with special guarantees of revenue, or both, may be required.

**RULES AND REGULATIONS (continued)**

**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.

The Company may, at its discretion, determine liability for a past due balance by:

- 1) Use of Company records that contain information previously provided to the Company;
- 2) Information contained on a valid mortgage, lease, deed or renter's license;
- 3) Use of commercially available public records databases;
- 4) Government and property ownership records.

**5.2 PRIOR DEBTS.** Service will not be furnished to former customers until any indebtedness to the Company for previous service of the same or similar 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.** The Company may charge a security deposit before it will render service to an applicant or before the Company will continue to render service to a customer for whom the Company provides Consolidated EDC Billing or Separate EDC Billing. The Company may charge deposits to applicants and customers if they have bad credit, lack creditworthiness or as otherwise permitted by Commission statutes, rules, regulations, and as required by Federal Bankruptcy Law. The applicant or customer may be required 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 in compliance with the Company's Rules and Regulations. In addition, the Company may require industrial and commercial customers for which it may provide 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 or as otherwise permitted by Commission statutes, rules, regulations and as required by Federal Bankruptcy Law. The Company retains the right to charge customers additional deposits based upon continued bad credit or lack of creditworthiness and increased usage.

**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 the 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.

**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. 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. Deposits secured from a residential customer, plus accrued interest, which may be held until a timely payment history is established, are refunded when a ratepayer is not currently delinquent and has made on time and in full payments for service provided by the Company for 12 consecutive months. Deposits secured from a non-residential customer, plus accrued interest, which may be held until a timely payment history is established, are refunded when a ratepayer is not currently delinquent and has made on time and in full payments for service provided by the Company for 24 consecutive months. Any residential or commercial customer having secured the return of the deposit may be required to make another deposit in accordance with Commission statutes, regulations or Federal Bankruptcy Law if the Customer demonstrates bad credit or lacks creditworthiness subsequent to the return of the initial deposit.

- 5.6 INTEREST ON DEPOSIT.** The Company will allow simple interest on cash deposits calculated as follows:
- (A) with respect to residential accounts, interest, will be computed at the simple annual rate determined by the Secretary of Revenue for interest on the underpayment of tax under Section 806 of the Act of April 19, 1929 (P.L. 343, No. 176), known as the Fiscal Code
  - (B) with respect to commercial and industrial accounts, at the lower of the Interest Index or six percent;

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

**5.7 CREDIT INFORMATION.**

**CUSTOMERS:** 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 may report to a national credit bureau on credit history associated with past due amounts.

**APPLICANTS:** The Company's credit and application procedures for applicants are as follows: (1) positive identification of applicant obtained from previous customer record or through one of the major credit reporting bureaus or through in-person identification; (2) determination of liability for a past due balance; (3) determination if a deposit is required based upon applicant's previous account history if available or through third party credit scoring of applicant.

The Company's credit scoring methodology and standards are as follows: The Company uses a commercially recognized credit scoring methodology that is within the range of generally accepted industry practice. The applicant's or customer's utility payment history determines the credit score. The Company uses this customer-specific credit score to either request or waive a security deposit.

**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 of delivery 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 primary and secondary underground 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. This customer support shall establish the point of delivery for 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, including the installation of protective devices or visual markers to denote safe operating distance from the Company's facilities, for the accommodation of the customer, shall be at the expense of the customer. If the alteration to the Company's facilities is temporary in nature and the materials used in that alteration can later be re-used by the Company, as for example the installation of protective "hard cover" to allow a customer, developer, or contractor to work safely in close proximity to the Company's facilities, then at the Company's discretion it may charge a refundable deposit in lieu of charging the customer for the cost of the re-usable materials.

**6.3 CUSTOMER'S SERVICE EXTENSION.** The customer shall provide, own, inspect and maintain the service extension from the Company's service-supply lines to the point of delivery and receiving equipment. PECO may install a Company-owned meter, transformer (which transformer may serve one or more customers), or other required equipment, of its choice, on customer-owned property or facilities; Such installation does not alter the responsibility of the customer to provide, own, inspect, and maintain the required customer service extension to which such Company-owned facilities may be attached.

**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.



**RULES AND REGULATIONS (continued)**

**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 less than five locations must bear the excess cost incident thereto. Specifications and terms for such underground construction will be furnished by the Company on request. In new trailer parks consisting of five or more locations, underground distribution facilities will be extended in accordance with Rule 7.3.

**RULES AND REGULATIONS (continued)****7. EXTENSIONS**

**7.1 TRUNK LINE CONSTRUCTION.** The Company will construct, own and maintain overhead or underground distribution facilities, either secondary, primary, or high tension, located on the highway or on rights-of-way acquired by the Company and used or usable as part of the Company's general distribution system.

**7.2 LINE EXTENSIONS FOR STANDARD SERVICE.**

A. **DEFINITIONS.** For the purposes of this rule, when capitalized herein, the below terms shall have the following meanings:

(1) **Line Extension** -- A single-phase or polyphase addition to the public utility electric supply line for the purpose of supplying standard service (as described under Rule 2 above, but not including Line Extensions for nonstandard service as described in Rule 3.7 above) to and connected with the customer's point of delivery which addition is so located that it cannot be supplied by means of a service line from the existing electric supply line.

(2) **Contractor Cost** -- The amount paid by the Company to a contractor for work performed on a Line Extension.

(3) **Customer** -- End use customer of the Company, or a developer.

(4) **Direct Labor Cost** -- The pay and expenses of the Company employees directly attributable to work performed on Line Extensions, but not including construction overheads or payroll taxes, workmen's compensation expenses or similar indirect expenses.

(5) **Direct Material Cost** -- The purchase price of materials used for a Line Extension, but not including related storage expenses. In computing Direct Material Costs, proper allowance shall be made for unused materials, materials recovered from temporary structures, and discounts allowed and realized in the purchase of materials.

(6) **Total Construction Cost** -- For single-phase Line Extensions, the estimated total cost to the Company for the construction of the Line Extension, which cost shall include: Contractor Cost, Direct Labor Cost, and Direct Material Cost. For polyphase Line Extensions, the estimated total cost to the Company for the construction of the Line Extension, which cost shall include: Contractor Cost, Direct Labor Cost, Direct Material Cost and allocated overheads. For projects requiring significant design work, the Company will provide a preliminary cost estimate and charge customers a non-refundable deposit of 10% of the total estimated costs to fund the detailed design work. The detailed design work cost will not be included in the Total Construction Cost of the Line Extension used to determine contribution in aid of construction ("CIAC").

(7) **Capacity Adjusted Cost** -- For polyphase Line Extensions, the Total Construction Cost of a Line Extension multiplied by the percentage of that Line Extension's capacity installed to serve the Customer's capacity needs.

(8) **Revenue Guarantee Contribution** -- The estimated Variable Distribution Service Charges, as defined in the "Definitions of Terms and Explanation of Abbreviations" Section of this tariff, to be received by the Company from the Customer for a twelve (12) month period commencing with the first month after the Line Extension is completed.

B. **SINGLE-PHASE LINE EXTENSIONS FOR STANDARD SERVICE.** For a Customer whose use of the Line Extension is not speculative, the Company will construct a single-phase Line Extension as follows. The Company will construct a Line Extension up to 2,500 feet without a charge to the Customer. For Line Extensions over 2,500 feet, a Customer shall pay the Company a contribution in aid of construction ("CIAC") equal to the amount by which the Total Construction Cost of the Line Extension beyond 2,500 feet exceeds the Customer's Revenue Guarantee Contribution for the first three (3) year period after the Line Extension is completed. A Customer who is not a developer must pay the CIAC in full prior to the construction of the single-phase Line Extension.

C. **POLYPHASE LINE EXTENSIONS FOR STANDARD SERVICE.** For a Customer whose use of the Line Extension is not speculative, the Company will construct a polyphase Line Extension, as follows. A Customer must pay the Company a CIAC equal to the amount by which the Capacity Adjusted Cost of the Line Extension exceeds the Customer's Revenue Guarantee Contribution for the first five (5) year period after the Line Extension is completed. A Customer who is not a developer must pay the CIAC in full prior to the construction of the polyphase Line Extension.

D. **DEVELOPERS.** Prior to the construction of any Line Extension, a developer may, in lieu of paying the full CIAC, pay a minimum of 35 percent (35%) of the CIAC and, for the remaining amount, post a surety bond in a form reasonably acceptable to the Company. The unpaid portion of the CIAC is subject to interest at the then applicable prime rate and is payable no later than twelve (12) months from the date of the initial payment.

**RULES AND REGULATIONS (continued)**

E. **SPECULATIVE LINE EXTENSIONS.** A Line Extension is speculative when, in the Company's reasonable opinion there is doubt: (1) as to the continued use, or the level of use, of the new Line Extension by the Customer; or (2) as to the Company's recovery of the Total Construction Cost for a polyphase Line Extension if a Capacity Adjusted Cost is applied.

Under the first scenario of a speculative Line Extension, the Company will construct the Line Extension for a Customer, as follows: pursuant to an individual contract between the Customer and the Company, in addition to any CIAC, the Customer may be required to provide the Company a customer advance in the form of an up-front payment, or, if mutually agreed to by the Customer and the Company, a surety bond in the amount of the Customer's Revenue Guarantee Contribution used in the CIAC calculation as set forth in Part B or C above, as applicable ("Customer Advance"). If, after three (3) years for a single-phase Line Extension, or five (5) years for a polyphase Line Extension, the Customer's Variable Distribution Service Charges have met or exceeded the Customer Advance, the Company will either: (1) return the Customer Advance to the Customer if an up-front payment has been made; or (2) terminate the Customer's obligation to maintain the surety bond.

Under the second scenario of a speculative Line Extension, the Company will construct a polyphase Line Extension for a Customer, as follows: the Customer must pay the Company a CIAC equal to the amount by which the Total Construction Cost of the polyphase Line Extension exceeds the Customer's Revenue Guarantee Contribution for the first five (5) year period after the Line Extension is completed. The Customer may receive a refund of all or part of the CIAC paid if, during that five (5) year period, additional Customers have connected to the Line Extension for which the Customer paid the CIAC. The refund, if any, will be calculated based on the load of the connecting Customers.

**7.3 UNDERGROUND SERVICE IN NEW RESIDENTIAL DEVELOPMENTS.**

A. For the purposes of this rule, and in accordance with 52 Pa. Code § 57.81, the following words and terms shall have the following meanings, unless the context clearly indicates otherwise:

1. Applicant For Electric Service - The developer of: a recorded plot plan consisting of five or more lots; or one or more five-unit apartment houses.
2. Developer - The party responsible for construction and providing improvements in a development; that is, streets, sidewalks, and utility-ready lots.
3. Development - A planned project which is developed by a developer/applicant for electric service set out in a recorded plot plan of five or more adjoining unoccupied lots for the construction of single-family residences, detached or otherwise, mobile homes, or apartment houses, all of which are intended for year-around occupancy, if electric service to such lots necessitates extending the Company's existing distribution lines.
4. Distribution Line - An electric supply line of untransformed voltage from which energy is delivered to one or more service lines.
5. Service Line - An electric supply line of transformed voltage from which service is delivered to the residence.
6. Subdivision - A tract of land divided by a subdivider into five or more adjoining unoccupied lots for the construction of single-family residences, detached or otherwise, or apartment houses, all of which are intended for year-around occupancy, if electric service to such lots necessitates extending the Company's existing distribution lines.

**RULES AND REGULATIONS (continued)**

**B. INSTALLATION OF DISTRIBUTION AND SERVICE LINES.** All distribution and service lines installed pursuant to an application for electric service within a development will be installed underground, and will be owned and maintained by the Company. Pad-mounted transformers may be installed at the option of the Company. Excavating and backfilling will be performed by the developer of the project or by such other agent as the developer may authorize. The developer or its agent may also for the purpose of reducing civil work costs, install conduit for the Company's use in installing electrical service, if the conduit and associated excavation work meets PECO's requirements. The Company will then assume ownership of such conduit. Installation of service-related facilities will be performed by the Company or by such other agent as the Company may also be installed underground, upon terms and conditions prescribed elsewhere in this tariff. The Company will not be liable for injury or damage occasioned by the willful or negligent excavation breakage, or other interference with its underground lines occasioned by anyone other than its own employees or agents.

Nothing in this section shall prohibit the Company from performing its own excavating and backfilling for greater system design flexibility. However, no charges other than those specified in Section 57.83(4) of Title 52 shall be permitted.

**C. APPLICANTS FOR SERVICE.** The applicant for service to a development shall conform with the following:

- (1) At its own cost, provide the Company with a copy of the recorded development plot plan identifying property boundaries, and with easements satisfactory to the Company for occupancy by distribution, service and street-lighting lines and related facilities.
- (2) At its own cost, clear the ground in which the lines and related facilities are to be laid of trees, stumps and other obstructions, provide the excavating and backfilling subject to the inspection and approval of the Company, and rough grade it to within six inches of final grade, so that the Company's part of the installation will consist only of laying of the lines and installing other service-related facilities. Excavating and backfilling performed or provided by the applicant will follow the Company's underground construction standards and specifications set forth by the Company in written form and presented to the applicant at the time of application for service and presentation of the recorded plot plan to the Company. If the Company's specifications have not been met by the applicant's excavating and backfilling, such excavating and backfilling will be corrected or redone by the applicant or its authorized agent. Failure to comply with the Company's construction standards and specifications permits the Company to refuse utility service until such standards and specifications are met.
- (3) Request service at such time that the lines may be installed before curbs, pavements and sidewalks are laid; carefully coordinate scheduling of the Company's line and facility installation with the general project construction schedule, including coordination with any other utility sharing the same trench; keep the route of lines clear of machinery and other obstructions when the line installation crew is scheduled to appear; and otherwise cooperate with the Company to avoid unnecessary costs and delay.
- (4) Pay to the Company any necessary and additional costs incurred by the Company as a result of the following:
  - a) Installation of underground facilities that deviate from the Company's underground construction standards and specifications if such deviation is requested by the applicant for electric service and is acceptable to the Company.
  - b) A change in the plot plan by the applicant for electric service after the Company has completed engineering for the project and/or has commenced installation of its facilities.
  - c) Physical characteristics such as oversized lots or lots with extreme set-back where under the Company's line extension policy contained in this tariff a change is mandated for overhead service.
- (5) No charges other than those described in paragraph (4) of this subsection shall be borne by the applicant for electric service or by any other utility sharing the same trench, even if the Company elects to perform its own excavating and backfilling.

**D. APPLICABILITY.** The provisions of this rule will apply to all applications for service to developments, herein before defined, which are filed after the effective date of this tariff.

**E. SUBDIVISIONS.** Underground facilities in new residential developments are only required by Sections 57.81 through 57.87 of Title 52 when a bona fide developer exists, i.e., only when utility-ready lots are provided by the developer. A mere subdivision is not required to have underground service. However, should the lot owner or owners in a subdivision desire underground service, such service shall be provided by the Company if such lot owner or owners, at their option, either comply with Section 57.83 of title 52, or pay to the Company such charges as are contained in the Company's tariff for service not required by Title 52.

**7.4 TAX ACCOUNTING OF CONTRIBUTIONS IN AID OF CONSTRUCTION AND CUSTOMER ADVANCES.** All contributions in aid of construction (CIAC), customer advances or other like payments received by the Company shall constitute taxable income as defined by the Internal Revenue Service. The income taxes on such CIAC or customer advances will be segregated in a deferred account for inclusion in rate base in a future rate case proceeding. Such income taxes associated with CIAC or customer advances will not be charged to the specific contributor of the capital.

**8. RIGHTS-OF-WAY**

**8.1 TERM AND RENTALS.** When the premises of a customer is so located that the customer can be served only by facilities extending over the property of another, the customer shall accept service for such term as is provided in a permit or other applicable agreement covering the location and the maintenance of service equipment, and shall reimburse the Company for any and all special or rental charges that may be made for such rights by said permit or agreement.

**RULES AND REGULATIONS (continued)**

**8.2 PROCUREMENT BY CUSTOMER.** Customers applying for the construction of an extension may be required to secure to, and for, the Company, all necessary and convenient rights-of-way and to pay any associated costs.

**8.3 DELAYS.** Applications for service from an extension to be constructed where a right-of-way is not owned by the Company will only be accepted subject to delays incident to obtaining a satisfactory right-of-way.

**9. INTRODUCTION OF SERVICE**

**9.1 WIRING IN PROGRESS.** Service-supply lines will not be installed before the time that the customer's wiring of the premises is actually in progress.

**9.2 INSPECTION.** The Company reserves the right to refuse the introduction of service unless a written certificate of approval, satisfactory to the Company, has been received from a competent inspection agency authorized to perform this service in the specific locality in which service is to be provided.

**9.3 COMPANY'S RIGHT TO INSPECT.** The Company shall have the right, but shall not be obliged to inspect, any installation before it begins to deliver electricity or at any later time, and reserves the right to reject any wiring or appliances not in accordance with the Company's standard requirements; but such inspection, or failure to inspect, or to reject, shall not render the Company liable or responsible for any loss or damage, resulting from defects in the installation, wiring, or appliances, or from violation of Company rules, or from accidents which may occur upon the premises of the customer.

**9.4 DEFECTIVE INSTALLATION.** The Company may refuse to connect if, in its judgment, the customer's installation is defective, or does not comply with such reasonable requirements as may be necessary for safety, or is in violation of the Company's standard requirements.

**9.5 UNSATISFACTORY INSTALLATION.** The Company may refuse to connect if, in its judgment, the customer's equipment, or use thereof, might injuriously affect the equipment of the Company, or the Company's service to other customers.

**9.6 FINAL CONNECTION.** The final connection between the customer's installation and the Company's service lines shall be made by or under the supervision of a representative of the Company, except for standard single-phase secondary aerial service, in which case the customer may make the final connection in accordance with the Company's standard requirements.

**9.7 NEW OR TRANSFER CUSTOMER CHARGE.** When a customer's account for service is initiated or when a customer's account is transferred from one address to another address, there will be a charge of \$6.00 to cover the clerical expenses incurred by the

Company. The State Tax Adjustment Clause applies to this charge.

**10. COMPANY EQUIPMENT**

**10.1 COMPANY MAINTENANCE.** The Company shall keep in repair and maintain its own property installed on the premises of the customer.

**10.2 CUSTOMER'S RESPONSIBILITY.** The customer shall be responsible for safekeeping of the Company's property while on the customer's premises. In the event of injury or destruction of any such property the customer shall pay the costs of repairs and replacement. Any changes made to the Customer's premises after the Company completes its service and meter installation that, in the opinion of the Company, creates an unsafe condition, shall be the Customer's responsibility to pay any costs associated with remedying the unsafe condition including, but not limited to, any required protective measures and/or relocations of Company property.

Customers with privately owned or operated underground utility facilities on their premises may have obligations as facility owners under the Underground Utility Line Protection Act, 73 P.S. Section 176 et. seq. These include becoming a member of Pennsylvania One Call, maintaining said facilities, and providing approximate locations of said facilities with temporary markings within the required time period in response to Pennsylvania One Call notifications. Customers should create and retain as-built drawings reflecting the locations of said facilities on the premises and revise these drawings as necessary to reflect any changes made following installation. If said facilities are insufficiently marked prior to the lawful start date of any Company excavation or construction work, the Company has the right to require the associated customer to bear all incremental costs necessary to ensure safe digging by the Company, including but not limited to subsurface utility excavation and engineering, materials, supplies, transportation, labor, and overhead. If 1) said facilities are insufficiently marked prior to the lawful start date of any Company excavation or construction work or 2) the Company is unable to notify a facility owner of its intent for excavation or similar work covered under the Act because the facility owner is not a member of the Pennsylvania One Call system, the Company shall not be liable to customers or any other third parties for any damages, including property damage, economic damages, costs, associated consequential damages or personal injuries.

**10.3 PROTECTION BY CUSTOMER.** The customer shall protect the equipment of the Company on the premises, and shall not permit any person, except a Company employee having standard badge of the Company or other Company identification, to break any seals upon, or do any work on, any meter or other apparatus of the Company located on the customer's premises.

**10.4 TAMPERING.** In the event of the Company's meters or other property being tampered or interfered with, the customer being supplied through such equipment shall pay the amount which the Company may estimate is due for service used but not registered on the Company's meter, and for any repairs or replacements required, as well as for costs of inspections, investigations, and protective installations.

**RULES AND REGULATIONS (continued)**

**10.5 RIGHT OF ACCESS.** The Company's identified employees shall have access to the premises of the customer at all reasonable times for the purpose of reading meters, and for installing, testing, inspecting, repairing, removing or changing any or all equipment belonging to the Company. In the event of an emergency, the Company shall have the right to access customer owned facilities and equipment for the purpose of restoring electric service, for the purpose of rendering the electric facilities safe and reliable, or for the purpose of reducing the likelihood of damage to the Company's facilities and equipment.

**10.6 OWNERSHIP AND REMOVAL.** All equipment supplied by the Company shall remain its exclusive property, and the Company shall have the right to remove the same from the premises of the customer at any time after the termination of service from whatever cause.

**10.7 POLE REMOVAL OR RELOCATION REQUESTED BY RESIDENTIAL PROPERTY OWNERS.** The cost for removal or relocation of distribution line poles and their associated attachments made pursuant to the request of a residential property owner who is not entitled to receive condemnation damages to cover the cost of such work shall be borne by the property owner and shall be limited to contractor, direct labor, and direct material costs incurred less maintenance expenses avoided as a result of the pole removal or relocation. The calculation of such cost for removal or relocation shall be in accordance with the Public Utility Commission Regulations - Title 52, Section 57.27.

**RULES AND REGULATIONS (continued)**

**10.8 RELOCATION OF COMPANY FACILITIES REQUESTED BY NON-RESIDENTIAL PROPERTY OWNERS.** Except as otherwise provided by law (e.g., 66 Pa.C.S. Section 2704, et seq.), a non-residential property owner, such as a builder, developer or contractor (Owner), shall pay to the Company the costs of relocation of Company facilities or equipment, made for the accommodation of the Owner or in fulfillment of the Owner's obligation to any public authority. If the facility relocation is made to accommodate the Owner's project or in fulfillment of the Owner's obligation to any public authority, then the Owner shall be responsible to pay PECO for the relocation costs even if the relocation request is made by an entity other than the Owner. A request for relocation of Company facilities shall be in writing. The relocation cost shall include labor (including overhead), materials, storeroom expense and transportation, less the depreciated value of any equipment replaced. Where the relocation is done in conjunction with construction of a supply line to a development, the Company shall include in the relocation cost only those costs caused by the Owner's request. The Company will notify the Owner in writing of the relocation cost. Advance payment of relocation costs will be required before the Company will commence the work, except, at the sole discretion of the Company, under special circumstances.

Where the relocation relates to a development that will generate additional revenue for the Company, the Company will give the Owner an initial credit against the relocation costs in an amount not to exceed 5% of the estimated annual revenue recovered through the Company's tariffed Variable Distribution Service Charges from the portion of the development under construction at the time of the relocation request. The Company will give the Owner an additional credit against relocation costs not to exceed 5% of the estimated additional revenue recovered through the Company's tariffed Variable Distribution Service Charges realized from new load on the PECO Energy system due to buildings not under construction at the time of the initial relocation but that are under roof within a five (5) year period from the date of completion of the relocation work. Credits will be held by the Company and distributed to the owner, on a pro-rated basis, as additional loads from the development are connected to PECO Energy's distribution system. No credits will be given for loads connected after the five year period from the date of completion of the relocation work. When the relocation is done in conjunction with extension of a line in accordance with §7.2 of the Tariff, the Company will include in the credit calculation only such estimated annual revenue that exceeds the minimum revenue guarantee required by §7.2. The cost and expense of project changes which require a second relocation of the same Company facilities shall be borne solely by the party requesting the change without offset or credit.

**10.9 AERIAL LINE CLEARANCE.** In accordance with the requirements set forth in the National Electrical Safety Code, the Company shall have the right to trim, remove, or separate trees, vegetation or any structures therein which, in the opinion of the Company, interfere with its aerial conductors, such that they may pose a threat to public safety or to system reliability.

**10.10 ADVANCED METER SERVICES PERFORMED BY AMSPs.** The provisions of this Rule 10 are subject to the terms of the Electric Generation Supplier Coordination Tariff.

**10.11 RECOVERY FOR PROPERTY DAMAGE.** If Company equipment is damaged through the negligence or intentional act(s) of any individual(s) or entity(s), the one(s) responsible for causing the damage shall reimburse the Company for all aspects of the resulting damages. The reimbursement shall include costs related to: labor, material, transportation and tools. "Labor" shall include benefit and administrative overheads based on the Company's current standard schedule, including third party contract repairs or modifications. Additionally, "Labor" may be calculated using a "blended" or average pay rate consistent with the above referenced standards. "Materials" may include an added stores expense calculated using the above referenced standards.

**11. TARIFF AND CONTRACT OPTIONS**

**11.1 CHOICE OF RATE.** When the class of service-supply or conditions of use are such that two or more Base Rates are available, a customer shall select the Base Rate on which the customer will be billed.

**11.2 COMPANY ASSISTANCE.** The Company upon request will, to a reasonable extent, assist customers in selecting the most advantageous Base Rate or rate application (i.e., Base rate together with applicable riders).

**11.3 RATE CHANGES.** A customer may not change Base Rates during the "initial contract term" as defined in the "Definition of Terms and Explanation of Abbreviations" section above unless the Company agrees to permit the change. At any other time, a customer may change to a firm rate for which the customer qualifies upon 30 days notice to the Company. Customer ownership and obligation to maintain customer owned transformation facilities and equipment, as well as the point of delivery, will be unaffected by any Base Rate change initiated by the customer.

A customer may request that the Company modify the terms of its contract, other than the customer's Base Rate, but the Company will only allow such modification when, in the Company's sole judgment, the modification does not conflict with the Company's Tariff and is not detrimental to the Company.

The Company will not make any Base Rate change retroactive, unless, in the Company's sole judgment, the Company failed to adequately respond to a customer's request for assistance or modification at the time of such request.

**RULES AND REGULATIONS (continued)****12. SERVICE CONTINUITY**

**12.1 LIMITATION ON LIABILITY FOR SERVICE INTERRUPTIONS AND VARIATIONS.** The Company does not guarantee continuous, regular and uninterrupted supply of service. The Company may, without liability, interrupt or limit the supply of service for the purpose of making repairs, changes, or improvements in any part of its system for the general good of the service or the safety of the public or for the purpose of preventing or limiting any actual or threatened instability or disturbance of the system. The Company is also not liable for any damages due to accident, strike, storm, riot, fire, flood, legal process, state or municipal interference, or any other cause beyond the Company's control.

In all other circumstances, the liability of the Company to customers or other persons for damages, direct or consequential, including damage to computers and other electronic equipment and appliances, loss of business, or loss of production caused by any interruption, reversal, spike, surge or variation in supply or voltage, transient voltage, or any other failure in the supply of electricity shall in no event, unless caused by the willful and/or wanton misconduct of the Company, exceed an amount in liquidated damages equivalent to the greater of \$1000 or two times the charge to the customer for the service affected during the period in which such interruption, reversal, spike, surge or variation in supply or voltage, transient voltage, or any other failure in the supply of electricity occurs. In addition, no charge will be made to the customer for the affected service during the period in which such interruption, reversal, spike, surge or variation in supply or voltage, transient voltage, or any other failure in the supply of electricity occurs. A variety of protective devices and alternate power supplies that may prevent or limit such damage are available for purchase by the customer from third parties.

The Company makes no warranty as to merchantability or fitness for a particular purpose, express or implied, by operation of law or otherwise. To the extent applicable under the Uniform Commercial Code or on any theory of contract or products liability, the Company limits its liability in accordance with the previous paragraph to any Customer or third party for claims involving and including, but not limited to, strict products liability, breach of contract, and breach of actual or implied warranties of merchantability or fitness for an intended purpose.

**12.2 ADDITIONAL LIMITATIONS ON LIABILITY IN CONNECTION WITH DIRECT ACCESS.** Other than its duty to deliver electric energy and capacity, the Company shall have no duty or liability to a customer receiving Competitive Energy Supply arising out of or related to a contract or other relationship between such a customer and an EGS.

The Company shall implement customer selection of an EGS consistent with applicable rules of the Commission and shall have no liability to a customer receiving Competitive Energy Supply arising out of or related to switching EGSs, unless the Company is negligent in switching or failing to switch a customer.

The Company shall have no duty or liability with respect to electric energy before it is delivered by an EGS to a point of delivery on the PECO Energy distribution system. After its receipt of electric energy and capacity at the point of delivery, the Company shall have the same duty and liability for distribution service to customers receiving Competitive Energy Supply as to those receiving electric energy and capacity from the Company.

**12.3 EMERGENCY LOAD CONTROL.** Pursuant to order of Pennsylvania Public Utility Commission, the following provision is incorporated in this Tariff:

Whenever the demands for power on all or part of the Company's system exceed or threaten to exceed the capacity than actually and lawfully available to supply such demands, or whenever system instability or cascading outages could result from actual or expected transmission overloads or other contingencies, or whenever such conditions exist in the system of another public utility or power pool with which the Company's system is interconnected and cause a reduction in the capacity available to the Company from that source or threaten the integrity of the Company's system, a load emergency situation exists. In such case, the Company shall take such reasonable steps as the time available permits to bring the demands within the then-available capacity or otherwise control load. Such steps shall include but shall not be limited to reduction or interruption of service to one or more customers, in accordance with the Company's procedures for controlling load.

The Company shall establish procedures for controlling load including schedules of load shedding priorities to be followed in compliance with the foregoing paragraph, may revise such procedures from time to time, and shall revise them if so required by Pennsylvania Public Utility Commission. A copy of such procedures or of the revision thereof currently in effect shall be kept available for public inspection at the Company's Principle Office, and another such copy shall be kept on file with the Pennsylvania Public Utility Commission.

**12.4 EMERGENCY ENERGY CONSERVATION.** Pursuant to order of the Pennsylvania Public Utility Commission, the following provision is incorporated in this Tariff:

Whenever events occur which are actually resulting, or in the judgment of the Company threaten to result, in a restriction of the fuel supplies available to the Company or its energy suppliers, such that the amount of electric energy which the Company is able to supply is or will be adversely affected, an emergency energy situation exists.

In the event of an emergency energy conservation situation, the Company shall take such reasonable measures as it believes necessary and proper to conserve available fuel supplies. Such measures may include, but shall not be limited to reduction, interruption, or suspension of service to one or more of its customers or classes of customers in accordance with the Company's procedure for emergency energy conservation.



**RULES AND REGULATIONS (continued)**

The Company shall establish procedures for emergency energy conservation, including, if it deems necessary, schedules of service interruption and suspension priorities to be followed as prescribed by the foregoing paragraph.

The Company may revise such procedure from time to time, and shall revise them if so required by the Pennsylvania Public Utility Commission. A copy of such procedures or of the revision thereof currently in effect shall be kept available for public inspection at each office at which the Company maintains a copy of its Tariff for public inspection, and another such copy shall be kept on file with the Pennsylvania Public Utility Commission.

**12.5 NOTICE OF TROUBLE.** The customer must immediately notify the Company if service is interrupted or is otherwise unsatisfactory due to defects, trouble, or accident, affecting the supply of service.

**RULES AND REGULATIONS (continued)**

**12.6 RELOCATION OF DELIVERY POINT.** In the event that the Company shall be required by any public authority to place underground any portion of its mains, wires, or service-supply lines, or relocate any poles or feeders, the customer, at the customer's own expense, shall change the location of his point of delivery to a point readily accessible to the new location.

**13. CUSTOMER'S USE OF SERVICE**

**13.1 RESALE OF SERVICE.** Pursuant to Section 1313 of the Public Utility Code, 66 Pa. C.S. § 1313, a customer may resell Energy and Capacity and/or service provided by PECO Energy under its default service plan if: (1) the Company provides such service under a single contract at one application of an available Base Rate and for the total requirements of the premises served, and (2) the location and use of the service conforms to the availability requirements of this Tariff for provision to the customer for the customer's own account.

All residential units connected after May 10, 1980, except those dwelling units under construction or under written contract for construction as of that date must be individually metered by either the Company, the AMSP or the landlord for their basic electric service supply. Centrally supplied master metered heating, cooling or water heating service may be provided if such supply will result in energy conservation. The bill rendered by the reseller to any consumer shall not exceed the amount which PECO Energy would bill its own residential customers for the same quantity of service under the applicable tariffed residential rate.

The requirements for individually metered dwelling units in new construction may be waived at the sole discretion of the Company. Such waiver will only be granted when the owner can demonstrate to the Company that there are valid reasons for such waiver and that there will not be a significant impact on the consumption of an individual customer.

In accordance with the Commission's Policy Statement at Docket No. M-2017-2604382, the electricity sales by a person, corporation or other entity, not a public utility, owning and operating an electric vehicle charging facility for the sole purpose of recharging an electric vehicle battery for compensation shall not be construed to be sales to residential consumers and therefore do not fall under the pricing requirements of 66 Pa.C.S. § 1313. Such sales are therefore not considered a resale of service as defined in this tariff rule, Rule 13.1.

**13.2 FLUCTUATIONS.** Electric service must not be used in such a manner as to cause unusual fluctuations or disturbances in the Company's supply system, and, in the case of violation of this rule, the Company may discontinue service, or require the customer to modify the installation and/or equip it with approved controlling devices.

**13.3 TYPE OF INSTALLATIONS.** Motor and other installations connected to the Company's lines must be of a type to use minimum starting current and must conform to the requirements of the Company as to wiring, character of equipment, and control devices.

**13.4 UNBALANCED LOAD.** The customer shall at all times take, and use, energy in such manner that the load will be balanced between phases to within nominally 10%. In the event of unbalanced polyphase loads, the Company reserves the right to require the customer to make the necessary changes at the customer's expense to correct the unsatisfactory condition, or to compute the demand used for billing purposes on the assumption that the load on each phase is equal to that on the greatest phase.

**13.5 ADDITIONAL LOAD.** The service connection, transformers, meters and equipment supplied by the Company for each customer, have definite capacity, and no additions to the equipment or load connected thereto will be allowed except by consent of the Company.

**13.6 CHANGE OF INSTALLATION.** The customer shall give immediate written notice to the Company of any proposed increase or decrease in, or change of purpose or location of, the installation.

**13.7 FAILURE TO GIVE NOTICE.** Failure to give notice of additions or changes in load or location shall render the customer liable for any damage to the meters or their auxiliary apparatus, or the transformers, or wires, of the Company, caused by the additional or changed installation.

**14. METERING**

**14.1 SUPPLY OF METERS.** An EGS that is also an AMSP may provide Advanced Meter Services in accordance with the Electric Generation Supplier Coordination Tariff. Otherwise, subject to Rules 14.3 and 14.9, the measurement of service for billing purposes shall be by meters furnished and installed by the Company. The Company will select the type and make of metering equipment to be used for meters supplied by the Company, and may, from time to time, change or alter the equipment, its sole obligation being to supply meters that will accurately and adequately furnish records for billing purposes. In fulfilling its obligations with respect to metering and meter reading, and with respect to AMSPs that provide Advanced Meter Services, the Company will comply with Electric Generation Supplier Coordination Tariff.

**14.2 SPECIAL MEASUREMENTS.** The Company shall have the right, at its option and its own expense, to place demand meters, reactive-component meters, or other instruments, on the premises of any customer except for any customer for whom an AMSP is providing Advanced Meter Services, for the purpose of measuring the demand and/or the power factor, or for other tests of all, or any part, of the customer's load.

**14.3 CUSTOMER REQUEST FOR SPECIAL METER.** If a customer for whom the Company is providing either metering and meter reading wishes to replace its billing metering equipment, to the extent technically possible, the Company may offer, provide and support a selection of qualified meters and may perform installation within a reasonable amount of time and at the expense of the customer. The customer must pay for any such metering equipment based on the net incremental cost of purchasing and installing the new metering equipment as approved by the Commission. The Company will own and maintain all such new metering equipment.

**RULES AND REGULATIONS (continued)**

**14.4 POWER FACTOR MEASUREMENT.** For customers for whom the Company is providing metering and meter reading or Advanced Meter Services, the Company reserves the right to measure the power factor of the customer's load, either by test or by permanently installed instruments. For customers for whom an AMSP is providing Advanced Meter Services, the Company reserves the right to require such AMSP to measure the power factor of the load of the customer on the same basis the Company measures the power factor of customers for which the Company provides metering and meter reading or Advanced Meter Services.

**14.5 REVERSE REGISTRATION.** The Company may, by ratchet or other device, control its meters to prevent reverse registration.

**14.6 ESTIMATED USAGE.** The kilowatt-hours and billing demands to be paid for may be determined by computation instead of by measurement in the case of installations having a fixed load or demand value controlled to operate for a definite number of hours each day.

**14.7 METER READING INTERVALS.** The Company will read its meters in accordance with Appendix C to the Joint Petition for Full Settlement and at scheduled regular intervals of one month. Monthly customer usage will not be prorated for seasonality. For customers for whom it provides Consolidated EDC Billing or Separate EDC Billing, the Company will render standard bills for the recorded use of service based upon the time interval between meter readings. EGS & EDC charges shall be based on the EDC defined meter reading route schedules. Only those bills which cover a period of service of less than 26 days or more than 35 days will be prorated. The Company will render "short period" bills as needed to ensure a customer can switch their electric service in accordance with the accelerated switching process final omitted rulemaking order that amends 52 Pa. Code, Ch. 57.172 – 57.179. See Dockets No. L-2014-2409383 and P-2014-2446292.

**14.8 ESTIMATED USAGE.** For customers for whom the Company provides meter reading or Advanced Meter Reading Services, the Company shall estimate the amount of service supplied to premises where access to the meter is not available or if such estimate is necessary, and to installations at remote locations when warranted by the type of installation, regularity of usage, or other circumstances. For customers for whom it provides Consolidated EDC Billing or Separate EDC Billing, the Company will render bills in standard form based on such estimate and so marked, for the customer's acceptance. Meter readings will be secured from time to time and billing will be revised when they disclose that the estimate failed to approximate the actual usage. For residential customers, an actual meter reading will be obtained at least every six months in accordance with Commission regulations.

**14.9 CUSTOMER SELECTED ADVANCED METERS.** A customer may request either PECO Energy or an AMSP to have an Advanced Meter installed and have Advanced Meter Services provided pursuant to Appendix C of the Joint Petition for Full Settlement and any applicable rules adopted by the Commission. For an advanced meter to be deployed in the PECO Energy service territory, it must be included in the Commission's Advanced Meter Catalog, and indicated as eligible for deployment in the PECO Energy territory.

**14.10 MANUAL METER READING FEE** Upon customer request, the Company will secure an in-person meter reading to confirm the accuracy of an automatic meter reading when a customer disconnects service or a new service request is received. The fee is \$45 and the Company will include this fee on the customer's or applicant's bill.

**15. DEMAND DETERMINATION**

**15.1 MEASURED DEMANDS.** Measured demands may be quantified by recording or indicating instruments showing, unless otherwise specified, the greatest 30-minute rate-of-use of energy, provided that in the case of hoists, elevators, welding machine, electric furnaces, or other installations where the use of electricity is intermittent or subject to violent fluctuation the demand may be fixed by special determination.

**15.2 DEMAND DETERMINATION.**

- (a) Special Determination. Where charges specified in this Tariff are based upon the customer's demand, it is intended that such demand shall fairly represent the customer's actual demand that the Company must stand ready to serve. In the case of installations where the customer's regular use of service in the ordinary course of the customer's business is such that measurement over a thirty-minute interval does not result in a fair or equitable measure of the customer's demand, then the demand may be estimated from the known character of use and the rating data of the equipment connected, or from special tests. The intent of this provision is that the demand so determined shall fairly represent the demand that the Company must stand ready to serve.
- (b) Demand Waiver. When a customer wishes to conduct a test of equipment or process that is not part of the customer's normal operations, the customer may request that the Company waive the demand caused by that test, if that demand is the highest measured demand in the billing month. The Company will agree to such a waiver if the following conditions are met:
1. The Company's metering is of a type which allows for the determination of 30-minute demands; and
  2. The customer's request is in writing, and is received by the Company at least 15 business days before the date of the commencement of the proposed test. The request must specify the nature of the test, the size of the loads to be tested and the starting and ending times; and
  3. The Company determines that the tests are not a part of the customer's normal operations; and
  4. The test will not last for more than twelve (12) consecutive hours; and
  5. The customer has not conducted a test and received a demand waiver for a test pursuant to this rule within one year of the proposed test.

Upon receipt of a request for a demand waiver, the Company will inform the customer in writing within fifteen (15) days of receipt of the customer's request whether it will grant the proposed waiver

**RULES AND REGULATIONS (continued)****15.3 POWER FACTOR ADJUSTMENT.****A. Standard Power Factor Values** (based on measured demands)

<u>Measured Demands (Kw)</u>	<u>Standard Power Factor</u>
0 -185	80%
186 - 2,500	90%
Over 2,500	95%

**B. Adjustment to Measured Demand.** When a customer's measured power factor is less than the standard power factor values above, the Company shall increase the customer's measured demand by the ratio of the standard power factor to the measured power factor. The Company will then use this adjusted demand as a basis for calculating the customer's billing demand in accordance with the applicable rate schedule.

**C. Determining Measured Power Factor:**

- 1) For customers with measured demands of 750 kW or greater in three consecutive months:
  - (a) Until metering equipment capable of continuous power factor measurement is installed, the Company shall determine measured power factor based C3 below.
  - (b) Once capable metering is installed, the Company shall continuously measure power factor.
    - i. The customer's measured power factor shall coincide with the customer's maximum measured demand.
    - ii. The Company in its sole judgment may discontinue continuous power factor measurement if: (1) the customer's measured demand is less than 750 kW for twelve consecutive months, or: (2) the Company determines that changes to the customer's load characteristics will result in that customer permanently reducing measured demand to less than 750 kW.
- 2) For customers with measured demands of less than 185 kW:
  - (a) If the Company in its sole judgment deems that that the power factor is likely to be less than this standard based on the customer's load, the Company shall determine measured power factor based on C3 below.
  - (b) Otherwise, the Company shall assume the customer's measured power factor to be the standard noted above
- 3) For all other customers, including those with measured demands between 185 kW and 750 kW, the Company shall determine measured power factor in one of the following ways:
  - (a) By test, at a time when the customer's load is at least two-thirds of the customer's maximum measured demand in the preceding eleven months.
  - (b) At the option of either the customer or the Company, by measurement as determined from meters installed by the Company, ratcheted to prevent reverse registration.
    - i. Customers requesting measurement of power factor shall be subject to a monthly meter charge determined in accordance with the cost of the meter installation. Such installation shall not be for less than one year.
    - ii. When meters are installed, the measured power factor shall be the power factor that is coincident with customer's maximum measured demand.
- 4) A customer that receives Advanced Meter Services from an AMSP is subject to these rules regarding determination of measured power factor.

**16. METER TESTS**

**16.1 METER TESTS.** The Company at its expense, will make periodic tests and inspections of its meters in order to maintain them at a high standard of accuracy.

**16.2 REQUEST TESTS.** The Company will make additional tests or inspections of its meters at the request of a customer or an EGS providing Competitive Energy Supply to a customer, but reserves the right to make the charge provided for in the Electric Regulations of the Pennsylvania Public Utility Commission, under conditions therein specified.

**16.3 ADJUSTMENT FOR ERROR.** Should any of the Company's meters become defective or fail to register correctly, the use of electricity shall be determined by a test of any such meter, or by the registration of a meter set in its place during the period next following, or by averaging the amount registered for the preceding billing period and the amount registered during not less than one week immediately subsequent to the repairs to, or change of, the meter, taking into consideration the character of use by the customer.

**16.4 RESIDENCE METER ERRORS.** Meter errors in the Company's meters in residence service may be determined on the basis of the registration of the corresponding period during the preceding year, if records are available and conditions of use remain the same.

**16.5 ADMINISTRATION TESTS.** The Company, at its own expense, will make only such tests of the Company's meters as it deems necessary for the proper administration of its rates, or as are required by law.

**16.6. TESTING SERVICE.** The Company will, upon request by the customer, make tests of the Company's meters to supply special information regarding the customer's use of service, provided that the estimated cost of such special tests shall be paid by the customer to the Company at the Company's discretion.

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

**17.1 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 as communicated to PECO by the customer's supplier: (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 the Electric Generation Supplier Coordination Tariff. For customers who receive both electric and gas service from the Company, the Company will issue a bill that contains charges for both of these services.

**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, R-H, RS-2, 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 Service or Separate EDC Billing, and the customer remits a partial payment to the Company, the payment will be applied as follows:

1. Any past due balances including those for prior PECO basic service charges, for prior EGS receivables purchased by the Company, for prior installment amounts on payment agreements, and also for any reconnection charges.
2. Any current charges including those for PECO basic service charges, for current EGS receivables purchased by the Company, and for current installment amounts on payment agreements.
3. 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, R-H, RS-2, 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. These terms also apply to Final Bills as defined in Tariff Rule 20.2

**17.6 BUDGET BILLING.**

(a) At the option of a customer receiving residential service under Rates R, R-H, RS-2, 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. Any difference between the budgeted amounts so paid and the actual charges for a twelve month budget period will at the customer's option, either be amortized over the next twelve months or incorporated into the 12th month bill. Absent an indication of preference from the customer, the debit or credit will be amortized. Budget billing may be discontinued upon the customer's request at which time any difference between budget billing amounts and actual charges becomes due and payable. If a monthly budget bill is not paid, a late fee will be added to the unpaid balance of actual charges on the next billing date in accordance with Rule 17.3 and 17.5. Any such late fee will be calculated based on the lesser of budget billing arrears and actual charged arrears. 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.

**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 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.

**RULES AND REGULATIONS (continued)**

- 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.

**RULES AND REGULATIONS (continued)**

**18.7 RECONNECTION CHARGE.** If service is terminated or 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 charges, listed below, are based on the Company's current standard schedule of reconnection fees, which include direct labor costs, contractor costs, and material/transportation costs. All theft reconnections will be completed at the premise and will not be performed remotely.

	<b>Reconnect Fees</b>
<b>Electric Reconnect at the Meter</b>	<b>\$ 75.00</b>
<b>Electric Reconnect at Tap</b>	<b>\$ 260.00</b>
<b>Electric Reconnect - Underground dig</b>	<b>\$ 1,650.00</b>
<b>Electric with dual meters</b>	<b>\$ 100.00</b>
<b>Electric Remote Reconnect (one or dual meters)</b>	<b>\$ 20.00</b>

**18.8 THEFT INVESTIGATION CHARGE.** If the Company establishes that there has been confirmed active theft resulting from tampering with the Company meter on the customer's premises, and the customer is or was a customer as defined at Pa. C.S. § 1403 the customer shall pay a theft investigation charge in addition to any amount that the Company establishes is due for service used, but not registered on the Company's meter. The Company reserves the right to assess theft investigation charges as a precedent to reconnection of service as well as the right to assess a separate reconnection charge as described in Rule 18.7.

	<b>Theft Investigation Fees</b>
<b>Electric Theft at Meter</b>	<b>\$400.00</b>



**RULES AND REGULATIONS (continued)****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 liquidated damages. These liquidated damages may, at the option of the Company, be offset by estimated revenues from a succeeding customer at the same location, if such exists.

**20. CANCELLATION BY CUSTOMER**

**20.1 TERMINATION NOTICE.** Customers who have fulfilled their initial contract term and wish to discontinue service from the Company must give the Company at least 7 days' written notice to that effect.

**20.2 FINAL BILL.** The customer is liable for service taken after notice to terminate the contract, until the meter is read and/or disconnected. The final bill for service is then due.

**RULES AND REGULATIONS (continued)****21. GENERAL**

**21.1 OFFICE OF THE COMPANY.** Wherever, in this Tariff, it is provided that notice be given or sent to the Company, or the office of the Company, such notice, delivered or mailed, postage prepaid to any commercial office, shall be deemed sufficient, unless the Principal Office of the Company at 2301 Market Street, Philadelphia, is expressly mentioned.

**21.2 NO PREJUDICE OF RIGHTS.** The failure by the Company to enforce any of the terms of this Tariff shall not be deemed a waiver of its right to do so.

**21.3 GRATUITIES TO EMPLOYEES.** The Company's employees are strictly forbidden to demand or accept any personal compensation, or gifts, for service rendered by them while working for the Company on the Company's time.

**21.4 BILLING CHANGES.** Where billing changes are made as the result of an investigation made at customer's request or by routine inspection, the change of billing may be applied to the bill for the regular meter reading period preceding such investigation, and will, in any event apply to the bill for the period during which the investigation is made.

**21.5 EXCEPTIONAL CASES.** The usual supply of electric service shall be subject to the provisions of this Tariff; but where special service-supply conditions or problems arise for which provision is not otherwise made, the Company may modify or adapt its supply terms to meet the peculiar requirements of such case, provided that such modified terms are a rational expansion of standard tariff provisions.

**21.6 ASSIGNMENT.** Subject to the Rules and Regulations, all contracts made by the Company shall be binding upon, and oblige and inure to the benefit of, the successors and assigns, heirs, executors and administrators of the parties thereto.

**21.7 OTHER CHARGES.** The Company may, if feasible, provide and charge for services, other than those provided for in this Tariff, when requested by the customer. The Company is not obligated to provide such services. The Company will, if possible, give the customer an advance written estimate of the costs to provide the service. Costs shall include, but not be limited to, materials, supplies, labor, transportation and overhead.

**21.8 TAX INDEMNIFICATION.** If PECO Energy becomes liable under Section 2806(g) or 2809( c) of the Public Utility Code, 66 C.S. §§ 2806(g) and 2809(c), for Pennsylvania state taxes not paid by an Electric Generation Supplier (EGS), the non-compliant EGS shall indemnify PECO Energy for the amount of additional state tax liability imposed upon PECO Energy by the Pennsylvania Department of Revenue due to the failure of the EGS to pay or remit to the Commonwealth the tax imposed on its gross receipts under Section 1101 of the Tax Reform Code of 1971 or Chapter 28 of Title 66.

**22. RULES FOR DESIGNATION OF PROCUREMENT CLASS****22.1 DESIGNATION OF PROCUREMENT CLASS**

- a) Annually, in November the Company shall notify the customer of their procurement group class designation which shall be effective the following June 1.
- b) The procurement class designation shall be used to determine the appropriate Generation Supply Adjustment to apply to the customer.
- c) For non-residential customers, the procurement class shall be determined based upon the customers peak measured demand in the prior June-May period.
- d) There shall be three procurement class designations. They are:
  - 1)Residential
  - 2)Small Commercial and Industrial up to and including 100 kW
  - 3)Large Commercial and Industrial greater than 100 kW
- e) Procurement class designation shall only change once per year on the date established in rule 22.1a
- f) A new customer in a new facility shall be assigned to a procurement class based upon an engineering estimate of the customer's diversified peak demand.
- g) A new customer in an existing facility shall be assigned to the same procurement class as the last customer in that facility unless the new customer will use the existing facility in a substantially different manner.

**RULES AND REGULATIONS (continued)****23. EGS SWITCHING**

**23.1** PECO Energy will accommodate requests by customers to switch EGSs on active accounts and pending active (Instant Connect) accounts in accordance with this Rule 23, Commission Order M-2014-2401085, and other applicable Commission Orders.

**23.2** To switch to a new EGS, a customer must inform the new EGS. Customers that wish to switch are not required to contact PECO Energy to initiate a switch; PECO Energy will only switch a customer in accordance with Rule 23.

**23.3** To enable a new EGS to complete a switch, a customer must provide to the new EGS the customer's PECO Energy account number as it appears on the customer's PECO Energy monthly bill.

**23.4** If a Customer contacts the Company to discontinue electric service and indicates that the Customer will be relocating outside of the Company's service territory, the Company will notify the current EGS of the Customer's discontinuance of service for the account at the Customer's location. If relocating within the Company's service territory the Company will seamlessly move the current EGS to the new location if all qualifications are met in accordance with PUC Order M-2014-2401085.

**23.5** A switch to an EGS will be effective 3 business days after the enrollment request is processed, provided the enrollment request includes valid customer information as required by the controlling provisions of the Supplier Tariff. Upon receiving valid notice to switch an EGS, the Company shall notify the customer's existing EGS that such a request has been made.

**23.6** If and when a customer's EGS discontinues its supply in the event of bankruptcy, loss of license, or similar occurrence, or if a Customer is dropped by its EGS for non-payment or other reason then the customer may select a new EGS. The customer will receive its energy supply from PECO Energy until the switch becomes effective.

**23.7** Nothing in this Rule 23 shall be interpreted to preclude EGSs from entering into agreements for supply with a term of service of one month. EGSs may enter into agreements for longer.

**23.8** The Company will send Release of Information packets to all new customers (except for customer with demands greater than 500kW), which information will provide customers the opportunity to authorize the release of their confidential account information. PECO annually notifies customers that they can change this authorization. Every three years, in accordance with PUC Docket No. M-2010-2183412, PECO will re-solicit its entire customer base (except for customer with demands greater than 500kW) for the purpose of opting out of disclosing information.

**24. LOAD DATA EXCHANGE**

**24.1** PECO Energy will provide to a customer or the customer's designated EGS or authorized consultant, all available data from the meter once each calendar year for no fee. The exchange of data among PECO Energy, EGSs, and customers shall be in accordance with the Supplier Tariff and the Final Consensus Plan for Electronic Data Exchange Standards for Electric Deregulation in the Commonwealth of Pennsylvania, as approved by the Commission.

**STATE TAX ADJUSTMENT CLAUSE**

In addition to the net charges provided for in this tariff, a surcharge credit value of -0.01% will apply to all PaPUC jurisdictional distribution charges in the Base Rates and Riders, effective January 1, 2022.

Whenever any of the tax rates used in the calculation of the surcharge are changed, or recoveries are authorized under Sections 2806, 2809 or 2810 of the Competition Act, the surcharge will be recomputed as prescribed by the Commission. The recalculation will be submitted to the Commission within ten days after the change occurs and the effective date shall be ten days after filing.

In addition, if a recalculation is submitted as a result of a tax rate change (including the Revenue Neutral Reconciliation rate) the Company will thereafter file each year by December 21 annual updates or revisions with the Commission which will reflect only this tax change. These annual updates will be effective ten days after filing and will continue until such time as the effect of the change in tax rates has been included in base rates.

**FEDERAL TAX ADJUSTMENT CREDIT (FTAC)**

To pass the 2018 effects of the Tax Cuts and Jobs Act ("TCJA") to customers, the FTAC will apply a negative surcharge to all PaPUC jurisdictional distribution charges, on a bills-rendered basis beginning on January 1, 2019. This FTAC will be provided through a separate mechanism showing a line item on customer bills (e.g., Federal Tax Adjustment Credit – "FTAC").

The FTAC will be based on the difference in total annual revenue requirement before and after implementing the 2018 effects of the TCJA and the calculation will reflect the reduction in required revenues. The reduction in required revenues will be divided by estimated annual applicable base revenues to develop the total amount of 2018 benefits to be refunded to customers. The amount being refunded will include interest accrued in 2018 using the residential mortgage lending rate specified by the Secretary of Banking in accordance with the Loan Interest and Protection Law (41 P.S. §§ 101, et seq.). No interest will be paid to customers on any amount of TCJA savings held by the Company in 2019 and refunded to customers.

PECO will calculate the FTAC as follows, subject to reconciliation of revenues credited under the FTAC and the Company's actual 2018 TCJA savings after the end of the refund period:

- For residential, small commercial, and streetlighting customers (Rates R, RH, GS, SL-S, POL, AL, TLCL, SLE), PECO refunded the 2018 TCJA savings by applying the negative surcharge to bills rendered over a one-month period in January of 2019. As of January 1, 2021, the FTAC will be set to:

Rates R, RH: 0.00%

Rates GS, POL: 0.00%

Rates AL, TLCL, SLE, SLC, SLS: 0.00%

- For large commercial and industrial customers (Rates HT, PD, EP), PECO refunded the 2018 TCJA savings by applying the negative surcharge to bills rendered over a one-year period, effective January 1, 2019 through December 31, 2019. As of January 1, 2021, the FTAC will be set to:

Rates HT, PD, EP: 0.00%

The FTAC will be reconciled at the end of the recovery periods above. The Company may file interim rate adjustments to eliminate any over or under recovery of the surcharges outside of their respective filing periods. Such adjustments would be filed on at least 10 days' notice.

A final reconciliation statement will be filed within 30 days after completion of the final over/under collection refund/recovery. The FTAC revenues and reconciliation will be subject to audit by the Commission's Bureau of Audits.

The FTAC will not be included in the calculation of the Distribution System Improvement Charge (DSIC).

**GENERATION SUPPLY ADJUSTMENT FOR PROCUREMENT CLASSES 1 AND 2  
LOADS UP TO 100KW**

**Applicability:** June 1, 2017 this adjustment shall apply to all customers taking default service from the Company with demands up to 100 kW. The rate contained herein shall be calculated to the nearest one thousandth of a cent. The GSA shall contain the cost of generation supply for each tariff rate.

**Pricing:** The rates below shall include the cost of procuring power to serve the default service customers including the cost of complying with the Alternative Energy Portfolio Standards Act ("AEPS" or the "Act") plus associated administrative expenses incurred in acquiring power and gaining regulatory approval of any procurement strategy and plan. The pricing for default service will represent the estimate of the cost to serve the specific tariff rate for the next quarterly period beginning with the three months ended August 31, 2017. The rates in this tariff shall be updated quarterly on June 1, September 1, December 1 and March 1 commencing June 1, 2017 and are not prorated. If the balance of over/(under) recovery gets too large, the Company can file a reconciliation that will mitigate the subsequent impact. The generation service charge shall be calculated using the following formula:

**GSA(n) = (C-E+A)/S\*(1-T)\* (1-ALL)/(1-LL) +AEPS/S\*(1 - T) + WC** where;

**C**= The sum of the amounts paid to the full requirements suppliers providing the power for the quarterly period, the spot market purchases for the quarterly period, plus the cost of any other energy acquired for the quarterly period. Cost shall include energy, capacity and ancillary services, distribution line losses, cost of complying with the Alternative Energy Portfolio Standards, and any other load serving entity charges other than network transmission service and costs assigned under the Regional Transmission Expansion Plan. Ancillary services shall include any allocation by PJM to PECO default service associated with the failure of a PJM member to pay its bill from PJM as well as the load serving entity charges listed in the Supply Master Agreement Exhibit D as the responsibility of the supplier. This component shall include the proceeds and costs from the exercise of Auction Revenue Rights granted to PECO by PJM.

**AEPS** = The projected total cost of complying with the Alternative Energy Portfolio Standards Act ("AEPS" or the "Act") not included in the C component above for the quarterly period for each procurement class. Costs include the amount paid for Alternative Energy and/or Alternative Energy Credits ("AEC's") purchased for compliance with the Act, the cost of administering and conducting any procurement of Alternative Energy and/or AEC's, payments to the AEC program administrator for its costs of administering an alternative energy credits program, payments to a third party for its costs in operating an AEC registry, any charge levied by PECO's regional transmission operator to ensure that alternative energy sources are reliable, a credit for the sale of any AEC's sold during the calculation period, and the cost of Alternative Compliance Payments that are deemed recoverable by the Commission, plus any other direct or indirect cost of acquiring Alternative Energy and/or AEC's and complying with the AEPS statute.

**E** = Experienced over or under-collection calculated under the reconciliation provision of the tariff to be effective semiannually with recovery during the periods March 1 through August 31 of the current year and September 1 of the current year through February 28 (29) of the following year.

**A** = Administrative Cost - This includes the cost of the Independent Evaluator, consultants providing guidance on the development of the procurement plan, legal fees incurred gaining approval of the plan and any other costs associated with designing and implementing a procurement plan including the cost of the pricing forecast necessary for estimating cost recoverable under this tariff. Also included in this component shall be the cost to implement real time pricing or other time sensitive pricing such as dynamic pricing that is required of the Company or is approved in its Act 129 filing. Administrative Costs also includes any other costs incurred to implement retail market enhancements directed by the Commission in its Retail Market Investigation at Docket No. I-2011-2237952 or any other applicable docket that are not recovered from EGSs or through another rate.

**S** = Estimated sales for the period the rate is in effect for the classes to which the rate is applicable. Six month sales are used for the E factor with effective periods March 1 through August 31 of the current year and September 1 of the current year through February 28 (29) of the following year.

**T** = The currently effective gross receipts tax rate.

**n** = The procurement class for which the GSA is being calculated.

**ALL** = Average line losses for the procurement class.

**LL** = Line losses for the specific rate class provided in the Company's Electric Generation Supplier Coordination Tariff rule 6.6.

**WC** = \$0.00021/kWh to represent the cash working capital for power purchases.

**Auction Revenue Rights (ARR)** = Allocated annually by PJM to Firm transmission customers, the ARR's allow a Company to select rights to specific transmission paths in order to avoid congestion charges. In general, the line loss adjustment is applicable to Procurement Class 2 only as those classes contain rate classes with three different line loss factors: Current Charges:

Rate		GSA Price
R	GSA (1)	\$0.06390
RH	GSA (1)	\$0.06390
GS	GSA (2)	\$0.05749

**GENERATION SUPPLY ADJUSTMENT FOR PROCUREMENT CLASSES 1 AND 2  
LOADS UP TO 100KW (CONTINUED)**

PD	GSA (2)	\$0.05651
HT	GSA (2)	\$0.05420
POL*	GSA (2)	\$0.04236
SL-S*	GSA (2)	\$0.04236
TLCL	GSA (2)	\$0.05749
SL-E*	GSA (2)	\$0.04236
AL*	GSA (2)	\$0.04236
SL-C*. **	GSA (2)	\$0.04236

\* Prices shall exclude capacity from the Procurement Class 2 RFP results.

\*\* Rate SL-C was effective July 1, 2019 pursuant to the Order at Docket No. R-2018-3000164

Procedure: For Procurement Classes 1 and 2 the GSA shall be filed 45 days before the effective dates of June 1, September 1, December 1 and March 1 in conjunction with the Reconciliation Schedule.

**Time-Of-Use (TOU) Pricing Option:** The TOU Pricing Option provides eligible customers with an opportunity to shift energy usage away from peak periods, when wholesale electricity demand and prices are high, to off-peak periods, when demands and prices are lower. Customers may voluntarily request this option in lieu of Standard Pricing described above and must meet the TOU Eligibility Requirements below. (Customers electing this option are billed based on interval-metered consumption of usage within each TOU Pricing Period. Beginning and ending reads are not applicable TOU billing determinants.) Commencing September 1, 2021, TOU Pricing Option rates will be updated quarterly in concurrence with the Standard GSA on June 1, September 1, December 1 and March 1 and are not prorated.

The year-round TOU Pricing Periods, TOU Period Allocators ["PA-GSA(n)"], and TOU Pricing Multipliers ["PM-GSA(n)"] through June 1, 2022 as approved in the Company's most recent DSP proceeding at Docket No. P-2020-3019290 are as follows:

TOU Pricing Period	Days/Hours Included	TOU Period Allocator PA-GSA(1)	TOU Period Allocator PA-GSA(2)	TOU Pricing Multiplier PM-GSA(1) (Ratio to Super Off-Peak)	TOU Pricing Multiplier PM-GSA(2) (Ratio to Super Off-Peak)
<b>Peak ("PP")</b>	2:00 – 6:00 p.m. Monday through Friday, excluding PJM holidays	12%	14%	6.5-to-1	5.1-to-1
<b>Super Off-Peak ("SOPP")</b>	Midnight (12 a.m.) – 6 a.m. Every day	20%	20%	1-to-1	1-to-1
<b>Off-Peak ("OPP")</b>	All other hours	68%	66%	1.5-to-1	1.7-to-1

Commencing with the GSA and TOU rates effective June 1, 2022, PECO may update the TOU Pricing Multipliers in the above table annually, using a rolling five years of historical PJM Day-Ahead Spot Market Pricing energy data and Reliability Pricing Model capacity pricing data for the PECO zone. PECO will **only** update the applicable TOU Pricing Multipliers if the use of such data would result in no more than a 10% change from the prior-year's TOU Pricing Multipliers. If these updates would exceed 10%, the applicable TOU Pricing Multipliers will be changed by exactly 10%.

To calculate the quarterly TOU Pricing Option rates, the Company will first calculate the quarterly TOU Super Off-Peak Price ("SOPP") in accordance with the formula set forth below:

$$\text{TOU SOPP GSA}(n) = \text{Standard GSA}(n) * [ 1 / \text{SOPP-F}(n) ] \text{ where;}$$

**Standard GSA(n)** = Defined as above for Standard Pricing.

**SOPP-F(n)** = Super Off-Peak Price Factor representing the ratio of the Standard GSA(n) to the Super Off-Peak Price, calculated as follows:

$$\text{TOU SOPP PA-GSA}(n) + [ (\text{TOU OPP PM-GSA}(n) * \text{TOU OPP PA-GSA}(n)) ] + [ (\text{TOU PP PM-GSA}(n) * \text{TOU PP PA-GSA}(n)) ]$$

The Company will then calculate the quarterly TOU Peak ("PP") and Off-Peak ("OPP") prices as follows:

$$\text{TOU PP GSA}(n) = \text{TOU SOPP GSA}(n) * \text{TOU PP PM-GSA}$$
 and;

$$\text{TOU OPP GSA}(n) = \text{TOU SOPP GSA}(n) * \text{TOU OPP PM-GSA}$$

**GENERATION SUPPLY ADJUSTMENT FOR PROCUREMENT CLASSES 1 AND 2  
LOADS UP TO 100KW (CONTINUED)****Current TOU Pricing Option Charges:**

<b>TOU Rate</b>	<b>Peak ("PP") (2-6 PM Monday-Friday, excluding holidays)</b>	<b>Super Off-Peak ("SOPP") (12-6 AM all days)</b>	<b>Off-Peak ("OPP") (All other times)</b>
R (GSA 1)	\$0.20768	\$0.03195	\$0.04793
RH (GSA 1)	\$0.20768	\$0.03195	\$0.04793
GS (GSA 2)	\$0.14402	\$0.02824	\$0.04801
PD (GSA 2)	\$0.14158	\$0.02776	\$0.04719
HT (GSA 2)	\$0.13576	\$0.02662	\$0.04525

**TOU Eligibility Requirements and Switching Rules:**

The TOU Pricing Option is available to new and existing Customers in Procurement Classes 1 or 2 with a smart meter configured to measure energy consumption in watt-hours. This includes Customers in the above referenced Procurement Classes taking default service from the Company and who also participate in the Company's RS-2 (Net Metering) tariff, except for virtual net metered Customers. Residential Customers enrolled in the Company's Customer Assistance Program (CAP) are not eligible for the TOU Pricing Option.

As a prerequisite for enrollment, the Customer must have a valid e-mail address to ensure the Company is able to provide the enrolled TOU Pricing Option Customer with timely and meaningful communications regarding their bill savings performance.

Participating Customers will remain on the TOU Pricing Option rate until they affirmatively elect to return to PECO's Standard GSA rate, switch to an EGS, or otherwise become ineligible.

Customers who select the TOU Pricing Option may leave at any time without incurring related penalties or fees. However, Customers who select and subsequently leave the TOU Pricing Option for any reason may not re-enroll on the TOU Pricing Option rate for twelve billing months after switching off the TOU Pricing Option rate.



**GENERATION SUPPLY ADJUSTMENT FOR PROCUREMENT CLASS 3/4  
LOADS GREATER THAN 100KW**

**Applicability:** June 1, 2017 this adjustment shall apply to all customers taking default service from the Company with demands greater than 100 kw.

**Hourly Pricing Service**

**Pricing:** The rates below shall include the cost of procuring power to serve the default service customers plus associated administrative expenses incurred in acquiring power and gaining regulatory approval of any procurement strategy and plan. The rates for the GSA 3/4 Hourly Pricing Adder\* shall be updated quarterly on June 1, September 1, December 1 and March 1 commencing June 1, 2017 and are not prorated. If the balance of over/(under) recovery gets too large due to billing lag, the Company can file a reconciliation that will mitigate the subsequent impact. The cost for this hourly service rate shall be as follows:

**Generation Supply Cost (GSC) = (C+R+AS+AC-E)/(1-T)+WCA** where;

**C** = The PJM day ahead hourly price multiplied by the customers usage in the hour summed up for all hours in the month

$$\Sigma \text{PJM}_{\text{DA}} \times \text{usage} / (1-\text{LL})$$

**PJM<sub>DA</sub>** – PJM on day ahead hourly price.

**Usage** - Electricity used by an end use customer.

**R** = The PJM reliability pricing model (RPM) charge for month for the customer. The RPM charge shall be the customers peak load contribution as established for PJM purposes multiplied by the current RPM monthly charge and the PJM established reserve margin adjustment.

**PLC x (1+ RM) x P<sub>RPM</sub> x Bill Days**

**PLC** = Peak load contribution

**RM** = Reserve margin adjustment per PJM

**P<sub>RPM</sub>** = Capacity price per MW-day

**AC** = Administrative Cost - This includes an allocation of the cost of the Independent Evaluator, consultants providing guidance on the

development of the procurement strategy, legal fees incurred gaining approval of the plan, and any other costs associated with designing and implementing a procurement plan divided by the total default service sales and then multiplied by the customers usage for the month. Administrative Costs also includes any other costs incurred to implement retail market enhancements directed by the Commission in its Retail Market Investigation at Docket No. I-2011-2237952 or any other applicable docket that are not recovered from EGSS or through another rate.

**A / S x Usage**

A = Administrative cost

S = Default service sales

**AS** = The cost, on a \$/MWH basis, of acquiring ancillary services from PJM and of complying with the Alternative Energy Portfolio Standard, multiplied by the customers usage for the month and divided by (1-LL). Congestion charges including the proceeds and costs from the exercise of

Auction Revenue Rights shall be included in this component. Ancillary services shall be those included in the Supply Master Agreement as being the responsibility of the supplier.

$$((\text{PJM}_{\text{AS}} \times \text{Usage} * 1 / (1-\text{LL}) + \text{AEPS} / \text{S}_{\text{AEPS}} \times \text{Usage})$$

**PJM<sub>AS</sub>** = \$/MWH charged by PJM for ancillary services

**AEPS** = Cost of complying with the alternative energy portfolio standard

**S<sub>AEPS</sub>** = Sales for which AEPS cost is incurred

If the supplier provides the ancillary services and AEPS cost then the customer shall be charged the supplier's rate for these services times usage and divided by (1-LL).

**Auction Revenue Rights (ARR)** = Allocated annually by PJM to Firm transmission customers, the ARR's allow a Company to select rights to specific transmission paths in order to avoid congestion charges

**LL** = Line loss factor as provided in the Company's Electric Generation Supplier Coordination Tariff Rule 6.6 based upon the customers distribution rate class adjusted to remove losses included in the PJM LMP

**T** = The currently effective gross receipts tax rate

**E** =  $\Sigma O(U) / S_{3/4} \times \text{usage}$  where

**E** (Purchased Generation Adj.) = Over/under recovery as calculated in the reconciliation

**S<sub>3/4</sub>** = Procurement class 3/4 sales

**WC** = \$0.00021 kWh for working capital associated with power purchases

**WCA** = Individual customer sales x WC

Procedure: The "E" factor shall be updated semiannually in conjunction with the Reconciliation. The applicable above items are converted to the rates listed below.

<b>Tariff Rate</b>	<b>GS</b>	<b>PD</b>	<b>HT</b>	<b>EP</b>
Hourly Pricing Adder* (dollars/kWh)	\$0.00794	\$0.00781	\$0.00749	\$0.00749

\* Includes administrative cost (AC), ancillary service charge (AS), E factor (E) and working capital (WC).

**RECONCILIATION**

**Applicability: June 1, 2017** this adjustment shall apply to all customers who received default service during the period the cost of which is being reconciled. Customers taking default service during the reconciliation period that leave default service prior to the assessment of the over/(under) adjustment shall still pay or receive credit for the over/(under) adjustment through the migration provision. The Company shall notify the Commission and parties to the Default Service Settlement 15 days in advance of the quarterly or monthly filing if the Migration Provision will be implemented in the filing.

This adjustment shall be calculated on a semiannual basis for Procurement Classes 1, 2 and 3/4 Hourly. The reconciliation period will include the six month period beginning January 1 and July 1 commencing with the July 1, 2016 through December 31, 2016 reconciliation period for Procurement Classes 1 and 2 and the six month period July 1, 2017 through December 31, 2017 for Procurement Class 3/4 Hourly. There will be two initial transition reconciliation periods for Procurement 3/4 Hourly. They are the reconciliation period including February 2017 and the reconciliation period including the four month period March 1, 2017 through June 30, 2017, respectively. The reconciliation shall be separate for each procurement class. Any resulting over or under recovery shall be assessed on an equal cents per kilowatt hour basis to all customers in the relevant procurement group. For Procurement Classes 1 and 2 and for Procurement Class 3/4 Hourly after the transition period, any over/(under) recovery shall be collected after the occurrence of two months from the end of the reconciliation period. For the two initial transition reconciliation periods for Procurement Classes 3/4 Hourly any over/(under) recovery shall be collected after the occurrence of three months and two months, respectively. For Procurement Classes 1, 2 and 3/4 Hourly, recovery shall be over a six month period commencing September 1 and March 1. The initial six month period is March 1, 2017 through August 31, 2017 for Procurement Classes 1 and 2 and March 1, 2018 through August 31, 2018 for Procurement Class 3/4 Hourly. For Procurement Class 3/4 Hourly, the two initial transition recovery periods corresponding to the two initial transition reconciliation periods are June 1, 2017 through August 31, 2017 and September 1, 2017 through February 28, 2018, respectively. For purposes of this rider the reconciliation shall be calculated 45 days before the effective date of recovery. The over or under recovery shall be calculated using the formula below. The calculation of the over/(under) recovery shall be done separately for the following procurement classes – Class 1 – Residential, Class 2 – Small C&I up to 100 kW, and Class 3/4 – Large C&I greater than 100 kW.

**Reconciliation Formula**

$$E_N = \Sigma O/(U) + I$$

$$\text{Migration Provision } E_M = [\Sigma O/(U) + I]/S/(1-GRT)*(1-ALL)/(1-LL)$$

**Where:**

**E** = Experienced over or under collection plus associated interest

**N** = Procurement class

**M** = Migration Rider

**O/(U)** = The monthly difference between revenue billed to the procurement class and the cost of supply as described below in Cost, AEPS Cost and Administrative Cost.

**Revenue** = Amount billed to the tariff rates applicable to the procurement class including approved Real Time Price or other time sensitive rates for the period being reconciled through the GSA.

**Cost** = The sum of the amounts paid to all of the full requirements suppliers providing the power for the period being reconciled, the spot market purchases for the period being reconciled, plus the cost of any other energy acquired for the period being reconciled. Cost shall include energy, capacity and ancillary services as well as the proceeds and costs of auction revenue rights for Procurement Classes 1 and 2. Ancillary services shall include any allocation by PJM to PECO default service associated with the failure of a PJM member to pay its bill from PJM as well as those costs listed in the Supply Master Agreement as the responsibility of the seller.

**AEPS** = The total cost of complying with the Alternative Energy Portfolio Standards Act ("AEPS" or the "Act") not included in the Cost component above for the reconciliation period for Procurement Classes 1 and 2 and not included in the ancillary services component for Procurement Class 3/4 Hourly Service. Costs include the amount paid for Alternative Energy and/or Alternative Energy Credits ("AEC's") purchased for compliance with the Act, the cost of administering and conducting any procurement of Alternative Energy and/or AEC's, payments to the AEC program administrator for its costs of administering an alternative energy credits program, payments to a third party for its costs in operating an AEC registry, any charge levied by PECO's regional transmission operator to ensure that alternative energy sources are reliable, a credit for the sale of any AEC's sold during the calculation period, and the cost of Alternative Compliance Payments that are deemed recoverable by the Commission, plus any other direct or indirect cost of acquiring Alternative Energy and/or AEC's and complying with the AEPS statute.

**Administrative Cost** = This includes the cost of the Independent Evaluator, consultants providing guidance on the development of the procurement strategy, legal fees incurred gaining approval of the strategy, and any other costs associated with designing and implementing a procurement plan including the cost of the pricing forecast necessary for estimating cost recoverable under this tariff. Also included in this component shall be the cost to implement real time pricing or other time sensitive pricing such as dynamic pricing that is required of the Company or approved in its Act 129 filing. Administrative Costs also includes other costs incurred to implement retail market enhancements directed by the Commission in its Retail Market Investigation at Docket No. I-2011-2237952 or any other applicable docket that are not recovered from EGS's or through another rate.

**Full Requirements Supply** = A product purchased by the Company that includes a fixed price for all energy consumed. The only cost added by the Company to the full requirements price is for gross receipts tax, distribution line losses, and administrative cost.

**Ancillary Services** = The following services in the PJM OATT- reactive support, frequency control, operating reserves, supplemental reserves, imbalance charges, PJM annual charges, any PJM assessment associated with non-payment by members, and any other load serving entity charges not listed here but contained in Exhibit D of the Supply Master Agreement. Also included shall be the proceeds and costs from the exercise of auction revenue rights for Procurement Class 3/4 Hourly Service.

**RECONCILIATION**  
(CONTINUED)

**Auction Revenue Rights (ARR)** = Allocated annually by PJM to Firm transmission customers, the ARR's allow a Company to select rights to specific transmission paths in order to avoid congestion charges.

**Capacity** = The amount charged to PECO by PJM for capacity for its default service load under the reliability pricing model (RPM).

**I** = interest on the over or under collection at the prime rate of interest for commercial banking, not to exceed the legal rate of interest, in effect on the last day of the month the over collection or under collection occurs, as reported in the Wall Street Journal in accordance with the Order at Docket No. L-2014-2421001. This interest rate basis becomes effective with January 2016 over or under collections.

**S** = Estimated default service retail sales in kWh for the period the cost of which is being reconciled.

**ALL** = The average line losses in a procurement class as a percent of generation.

**LL** = The average line losses for a particular rate (e.g. HT, PD, GS) as provided in the Electric Generation Supplier Coordination Tariff rule 6.6.

**GRT** = The current gross receipts tax rate.

**Procurement Class** - Set of customers for which the company has a common procurement plan.

**Procedural Schedule**

The Company shall file the calculation of the over/under collection for the period being reconciled and the proposed adjustment to the GSA 45 days before the effective date as described below. The over/under collection adjustment for Procurement Classes 1 and 2, and for Procurement Class 3/4 Hourly after the two initial transition periods, shall be effective no earlier than the first day of the month such that the commencement of recovery shall lag by two months. For the two initial transition periods for Procurement Class 3/4 Hourly, the initial over/under collection adjustment shall be effective no earlier than the first day of the month such that the commencement of recovery shall lag by three months and two months, respectively. For Procurement Classes 1, 2 and the 3/4 Hourly the GSA will be effective June 1, September 1, December 1 and March 1 commencing June 1, 2017 with over/under collection recovery occurring over the six month period beginning September 1 and March 1. For Procurement Class 3/4 Hourly, the two initial transition recovery periods for over/under collections are June 1, 2017 through August 31, 2017 and September 1, 2017 through February 28, 2018. The data provided in the reconciliation shall be audited on an annual basis by the PaPUC Bureau of Audits.

**NUCLEAR DECOMMISSIONING COST ADJUSTMENT CLAUSE (NDCA)**

The NDCA provides for the recovery of nuclear of decommissioning costs related to the Company’s Ownership interest in Nuclear Generation as of 12/31/99. The NDCA shall be charged to all customers taking service under this Tariff. The adjustment shall be a cents per kWh charge calculated to the nearest one hundredth of one cent.

The Company’s Ownership interest in nuclear generation as of December 31, 1999 consists of the following:

Peach Bottom 1	100%
Peach Bottom 2	42.49%
Peach Bottom 3	42.49%
Salem 1	42.59%
Salem 2	42.59%
Limerick 1	100%
Limerick 2	100%

**Formula**

The following formula shall be used to determine the NDCA.

$$\text{NDCA} = \frac{\text{PaPUC Authorized Decommissioning Expense Adjustment}}{\text{Total Pennsylvania Jurisdictional Sales for Calculation Year}}$$

Where:

PaPUC Authorized Decommissioning Expense Adjustment (Adjusted Annual Accrual - Base Accrual) x .95 = the Adjusted Annual Accrual in the Calculation Year less the Base Accrual. As of January 1, 2018, the NDCA shall be a credit value of (\$0.0006)/kWh and will be added to the Variable Distribution Charge for all rates except for rates POL, SL-S and AL which will have a credit value of (\$0.03)/location added to the Distribution Charge.

Total Pennsylvania Retail Jurisdictional Sales = total kWh sales under this Tariff for the calculation year including sales for distribution.

Calculation Year = year in which the Company proposes a change to the NDCA. To the extent a new cost study, performed every five years, indicates the Company requires an adjustment in the rate, the Company shall change the NDCA to reflect such new expense level. In calculating the annual expense, the Company shall use the sinking fund methodology.

Adjusted Annual Accrual = accrual necessary to fund the Adjusted Obligation.

Adjusted Obligation = Gross Decommissioning Obligation reduced by \$50 million for ratemaking purposes.

Gross Decommissioning Obligation – The total decommissioning cost obligation as approved by the Commission as expressed in escalated future dollars.

**Methodology for Calculating Expense**

The base period expense shall be based upon the decommissioning costs set forth in the table below. The Company shall use a sinking fund methodology to determine the appropriate level of decommissioning expense. The assumptions shall be consistent with NRC policy and requirements.

The Base Accrual shall consist of the following levels for each unit.

Peach Bottom 1	\$3,859,745
Peach Bottom 2	0
Peach Bottom 3	0
Salem 1	0
Salem 2	0
Limerick 1	0
Limerick 2	0
Total	\$3,859,745

**Frequency of Calculation**

The annual expense shall be recalculated every five years. The Company shall adjust the NDCA to reflect the new expense level 60 days after filing the new study and the associated rate calculation with the PaPUC. The first calculation of the NDCA shall be considered to have taken place on January 1, 1998.

**Completion of Decommissioning**

In the event that the actual expenditures necessary to accomplish full decommissioning of the PECO Interest are less than the full balance in the funds established for such purpose, PECO shall be entitled to a release of such funds to PECO for the purpose of sharing the amount between ratepayers and shareholders. In the event that such release is granted, PECO’s shareholders shall be entitled to retain: (1) the first \$50 million of the net after-tax amount; and (2) 5 percent of the remaining net after-tax amount of the released funds.

**PROVISIONS FOR RECOVERY OF UNIVERSAL SERVICE FUND CHARGE (USFC)**

Variable Distribution Service Charge rates for electric service in Residential Rate Schedule R and RH of this Tariff shall include a credit (\$0.00175) per kWh for recovery of Universal Service Fund Cost (USFC), calculated in the manner set forth below pursuant to Section 2804 (8) of the Competition Act. The USFC rate for electric service shall be increased or decreased annually, to reflect changes in the level of Universal Service Fund costs, net of base rate recoveries, in the manner described below:

**COMPUTATION OF USFC.**

The USFC per kWh (\$0.0000), shall be computed in accordance with the formula set forth below:

$$\text{USFC} = \frac{(\text{C} + \text{L} - \text{E} - \text{I}) + \text{F}}{(\text{S})}$$

The USFC, so computed, shall be included in distribution rates charged to Customers for service pursuant to the rate schedules identified above. The amount of USFC, per kWh, will vary, if appropriate, based upon annual filings by the Company.

In computing the USFC, per kWh, pursuant to the formula above, the following definitions shall apply:

**Reconcilable Customer Assistance Program (CAP) Costs** – The difference between discounts provided to CAP customers (CAP revenue shortfalls) recovered through base rates and total CAP discounts, net of a 27% offset factor.

**USFC** – Universal Service Fund Charge to be included in the rate for each kWh of Variable Distribution Service Charge calculated under Rate Schedules R and R-H to recover Reconcilable CAP Costs plus certain LIURP related expenditures.

**C** - Cost in dollars of the Reconcilable CAP Costs for the projected period.

**L** - Incremental LIURP related expenditures not included in base rates. This shall include expenditures for: (1) LIURP Health and Safety programming; and (2) continuation of the De Facto Heating Pilot through December 31, 2023.

**E** - The net overcollection or (undercollection) of Universal Service Fund Charges. The net overcollection or undercollection shall be determined for the most recent period, beginning with the month following the last month which was included in the previous overcollection or undercollection calculation reflected in rates. Included in the "E" factor will be Reconcilable CAP Costs, and LIURP related expenditures.

Each overcollection or undercollection statement shall also provide for refund or recovery of amounts necessary to adjust for overrecovery or underrecovery of "E" factor amounts under the previous USFC.

**I** - Interest on any over or under recovery balance. Interest shall be computed monthly at a 6% annual simple interest rate from the month that the overcollection or undercollection occurs to the mid-point of the recovery period.

**F** - Correction Factor of the In-Program Arrearage Forgiveness Program which was the result of the settlement at Appendix C of Docket No R-2015-2468981. This Correction Factor adjusts the \$2M recovery included in base rates. The \$2M was based upon the estimated Accounts Receivable balance ("A/R") of CAP customers at the time of the settlement. The Correction Factor adjusts the \$2M recovery to the final ending balance of the A/R at the time of conversion to the new CAP/FCO program. The Correction Factor will be used for the period of 2016 through 2021.

**S** - projected kWh of electric service to be billed under Rate R and Rate RH (exclusive of CAP Rider) during the projected period when rates will be in effect.

**FILING WITH PENNSYLVANIA PUBLIC UTILITY COMMISSION; AUDIT; RECONCILIATION.**

The Company's annual USFC filing and its annual reconciliation statement shall be submitted to the Commission 120 days prior to new rates being effective January 1 of each year, or at such time as the Commission may prescribe. The USFC mechanism is subject to annual audit review by the Bureau of Audits.

**PROVISION FOR THE RECOVERY OF CONSUMER EDUCATION PLAN COSTS**

**Purpose:** The purpose of this surcharge is to provide for full and current cost recovery of expenditures associated with the Company's proposed consumer education plan for the transition to a competitive energy market. The proposed plan shall consist of the cost of the consumer education plan approved in Docket M-2008-2032274 and P-2008-2062739.

**Applicability:** The surcharge shall be a per customer charge calculated to the nearest one cent, which shall be added to the fixed distribution rates for billing purposes for all customers. The rate shall be calculated separately for each procurement class. The current Consumer Education Plan Cost for each Class 1 is a 3.0 cent charge per month for Rates R, RH and CAP, Class 2 and 3 is a 0.0 cent per month for Rate GS and for Class 4 is 1.0 cent charge per month for Rates HT and PD with an April 1, 2021 effective date.

**Billing Provisions:** The surcharge shall be calculated on an annual basis using the following formula:

$$MC(n) = \frac{(C+S+E+I)}{R(n)} \times \frac{1}{(1-T)}$$

**C** – the cost of the consumer education program includes the following:

**Consumer Education Costs** –The incremental cost of programs designed to educate consumers regarding the coming transition to a competitive market such as advertising, customer notices, informational materials cost, and any other incremental cost associated with educating consumers about the market and about available mitigation programs offered by the Company less any cost covered by the Company's Paragraph 37 Funds. Costs associated with this program shall be expensed to FERC account 910. Also includes the costs of the new residential Customer Assistance Program (CAP) consumer education program per Docket No. M-2012-2290911. These costs shall also include the costs of providing expanded universal service program education and outreach to low and moderate income customers to recover up to \$500,000 per year commencing on January 1, 2022.

**MC(n)** = consumer education cost and supplier-oriented bill cost per customer for procurement class n including over/(under) recovery and associated interest.

**E** – The estimated over or (under) recovery from the prior year. The reconciliation period shall be the 12 months ended December 31

**S** – The cost of implementing the supplier-oriented bill as approved in the Final Order at Docket No. M-2014-2401345.

**I** – Interest on any over or (under) recovery balance. Interest shall be a rate of 6% and shall be calculated from the month of over or under collection to the mid-point of the recovery period.

**N** – Procurement class where 1 = residential, 2 = C&I up to 100 kW, 3 = C&I from 100-500 kW, and 4 = C&I >500 kW

**R** – The total delivery service customers for the procurement class for the application period where the application period shall be the 12-month period commencing annually on April 1 after the reconciliation period.

**T** – The current Pennsylvania gross receipt tax rate included in base rates.

**Filing Schedule:** The estimated surcharge shall be filed by February 1 of each year to be effective on the following April 1. The application period shall be the 12 months that start the April 1 effective date of the surcharge. The Bureau of Audits shall audit the data in the surcharge on an annual basis.

**TRANSMISSION SERVICE CHARGE (TSC)**

**Purpose:** The purpose of this surcharge is to provide for full and current cost recovery of all transmission service related costs incurred under the PJM open access transmission tariff on behalf of the Company's default service load.

**Applicability:** The surcharge shall be assessed to all default service customers. The cost shall be allocated to each rate class based upon the coincident peak used by PJM to establish the network service obligation.

**Billing Provisions:** The surcharge shall be calculated on a semi-annual basis using the formula below:

$$\text{TSC}(n) = \frac{\text{C+E+I}}{\text{S}(n)} \times \frac{1}{(1-T)}$$

**TSC(n)** = transmission service cost for customer class n including over or under recovery and associated interest.

**C** – the transmission service charges incurred by PECO under the PJM open access transmission tariff. These costs shall include the following:

Network Integration Transmission Service costs and Non-Firm Point to Point Transmission costs. Included in the cost to be recovered is a working capital (WC) component as defined below.

Charges assessed by PJM for network service within the PECO zone. Included in such charges are costs for the base network service charge for the zone as well as any load serving entity charges assessed to PECO under the PJM OATT that are listed in PECO's Supply Master Agreement Exhibit D as the responsibility of the Buyer. Included in the cost to be recovered is a working capital (WC) component as defined below.

**WC** – cost for working capital associated with the purchase of transmission service from PJM at a rate of \$278 per mW. WC is a component of the 'C' factor

**E** – The estimated over or under recovery from the applicable reconciliation period.

**I** - interest on the over or under collection at the prime rate of interest for commercial banking, not to exceed the legal rate of interest, in effect on the last day of the month the over collection or under collection occurs, as reported in the Wall Street Journal in accordance with the Order at Docket No. L-2014-2421001. This interest rate basis becomes effective with January 2016 over or under collections.

**n** – rate class where: 1 = residential, 1a = RH, 2 = small C&I, 3 = large C&I, 4 = street lighting

Residential – Rates R, RH (reconciled as a group)  
Small C&I – Rate GS  
Large C&I – Rates HT, PD, EP (reconciled as a group)  
Street Lighting – SLE, SLC, SLS, POL, AL, TLCL (reconciled as a group)

**S** – Estimated default service sales for residential class and the street lighting class in the applicable application period. For the commercial and industrial class it shall be the estimated billed demand for the applicable application period. The application period will be the period when rates will be in effect.

**T** – The current Pennsylvania gross receipt tax rate included in base rates.

**Filings and Reconciliations:** The Company shall submit filings 15 days prior to the start of the application period beginning June 1, 2015. Thereafter, the Company will file a surcharge adjustment 15 days prior to June 1 and December 1 of each year. If it is apparent that such methodology would result in a significant over or under recovery before the next 6 month filing for an individual customer class, the Company may propose a rate adjustment 15 days prior to the next effective GSA rate adjustment date (Effective date of March 1, September 1). The annual reconciliation statement will be made by December 31 each year.

**Current Transmission Service Rate:**

R= \$.00633 per kilowatt hour  
RH= \$.00633 per kilowatt hour  
Small C&I = \$1.21 per billed transmission kW  
Large C&I = \$1.19 per billed transmission kW  
Street Lighting = \$.00063 per kilowatt hour

**NON-BYPASSABLE TRANSMISSION CHARGE (NBT)**

**Purpose:** The purpose of this surcharge is to provide for full and current cost recovery of certain transmission service related costs incurred under the PJM open access transmission tariff on behalf of the Company's distribution service load in accordance with Docket # P-2014-2409362.

**Applicability:** The surcharge shall be assessed to all distribution customers. The cost shall be allocated to each rate class based upon the coincident peak used by PJM to establish the network service obligation.

**Billing Provisions:** The NBT shall be included in distribution rates charged to customers taking service under the Residential, Small C&I and Street Lighting class rate schedules as described below.

For Rates PD, HT, and EP (Large C&I class), a PJM Peak Load Contribution (PLC) shall be determined in accordance with PJM rules and used to calculate the NBT. Customer's PLC will be computed to the nearest kilowatt. The NBT shall be recovered through a separate charge listed on customers' bills.

The surcharge shall be calculated on a semi-annual basis using the formula below:

**NBT(n) = (C+E+I)/S(n) \* 1/(1-T)** where;

**NBT(n)** = transmission service cost for customer class n including over or under recovery and associated interest.

**C** – the transmission service charges incurred by PECO under the PJM open access transmission tariff. These costs shall include the following:

Regional Transmission Expansion Plan charges, Expansion Cost Recovery charges, Generation Deactivation/Reliability Must Run charges and any costs to implement the Non-Bypassable Transmission charge in accordance with Docket # P-2014-2409362.

**E** – The estimated over or under recovery from the applicable reconciliation period.

**I** – Interest on any over or under recovery balance. Interest shall be computed monthly at a 6% annual simple interest rate from the month that the overcollection or undercollection occurs to the mid-point of the recovery period.

**n** – rate class where: 1 = residential, 1a = RH, 2 = small C&I, 3 = large C&I, 4 = street lighting

Residential – Rates R, RH (reconciled as a group)

Small C&I – Rate GS

Large C&I – Rates HT, PD, EP (reconciled as a group)

Street Lighting – SLE, SLC, SLS, POL, AL, TLCL (reconciled as a group)

**S** – Estimated distribution service sales for residential class and the street lighting class in the applicable application period. For the Small C&I class (Rate GS) it shall be the estimated billed demand for the applicable application period. For the Large C&I class (Rates PD, HT, and EP), the PJM PLC shall be used to calculate the NBT. The application period will be the period when rates will be in effect.

**T** – The currently effective gross receipts tax rate.

**Filings and Reconciliations:** The Company shall submit filings 15 days prior to the start of the application period beginning June 1, 2015. Thereafter, the Company will file a surcharge adjustment 15 days prior to June 1 and December 1 of each year. If it is apparent that such methodology would result in a significant over or under recovery before the next 6 month filing for an individual customer class, the Company may propose a rate adjustment 15 days prior to the next effective GSA rate adjustment date (Effective date of March 1, September 1). The annual reconciliation statement will be made by December 31 each year.

Current Non-Bypassable Transmission Rate:

R= \$.00326 per kilowatt hour

RH= \$.00326 per kilowatt hour

Small C&I = \$0.69 per billed distribution kW

Large C&I = \$0.94 per kW based on the PJM PLC

Street Lighting = \$.00040 per kilowatt hour



**PROVISION FOR THE TAX ACCOUNTING REPAIR CREDIT (TARC)**

**Purpose:** The purpose of this credit is to provide customers a bill credit for the tax benefits gained as a result of a change in the method of tax accounting for certain expenditures. The Tax Accounting Repair Credit is as proposed in the Settlement at Docket No. R-2010-2161575 in Section II E(2) and the Settlement at Docket No. R-2015-2468981 in Section II E (20).

**Applicability:** The credit shall be calculated to the nearest one-hundredth of a cent for billing purposes for all customers, except for customers on Rates SLE, SLS, POL, TLCL and AL where it shall be the nearest one cent. The TARC shall be credited to each rate schedule as follows:

Rate R	\$0.00000/kWh
Rate RH	\$0.00000/kWh
Rate GS	\$0.00000/kWh
Rate POL	\$0.00/lamp
Rate SL-S	\$0.00/lamp
Rate SL-E	\$0.00/location
Rate SL-C	\$0.00/location
Rate AL	\$0.00/location
Rate TLCL	\$0.00/location
Rates HT, PD, EP	\$0.00000/kWh

The Variable Distribution Service charges, for the above rate schedules shall include the above listed TARC credits. For the lighting rate schedules, the applicable location or fixed distribution service charges shall include the TARC credit.

**Calculation of TARC Credit:**

**Billing Provisions:** The credit shall be calculated by rate schedule using the following formula:

$$\text{TARC} = \frac{R(n)+I}{\text{BU}(n)} \times \frac{1}{(1-T)}$$

**R(n)** – The amount accrued as a result of a change in the tax accounting method for electric system repairs for rate class n divided by 7.

**I** - Interest on the bill credit. Interest shall be at a rate of 6% simple interest and shall be calculated on the monthly unamortized balance of the tax effected catch-up deduction.

**BU(n)** – The total annual Billing Units for the rate class.

**T** - The current Pennsylvania gross receipt tax rate included in base rates.

**Filings and Reconciliations:** One year prior to the scheduled expiration of the credit the Company will evaluate whether a change in the credit is required in order to avoid a significant over or under recovery at the end of the rate credit period. If a base rate case has not been filed prior to the expiration of the credit, a final reconciliation filing will be made on or before January 31, 2019, at which time any under or over recoveries will be reflected in rates in effect from April 1, 2019 to June 30, 2019. If it is apparent that such methodology would result in a significant over or under recovery at December 31, 2018 for an individual rate class the Company will propose a revised rate credit to become effective April 1, 2018. Interest will not be applied to any over or undercollections for the bill credit prior to January 1, 2016. Starting on January 1, 2016 the bill credit will reflect 6% simple interest on the monthly unamortized balance of the tax-effected catch-up deduction in accordance with the Settlement at Docket No. R-2015-2468981 in Section II E (20). If the amount to be credited to customers is modified based upon the results of an IRS audit of the accounting change, the Company shall modify the credit accordingly through a filing with the Commission. Such filing shall be made 60 days prior to the effective date. Additionally, if the value of the credit has been reduced due to a State Net Operating Loss (NOL), a filing shall be made to increase the credit when the NOL has been used by the Company.

**PROVISION FOR THE RECOVERY OF ENERGY EFFICIENCY AND CONSERVATION PROGRAM COSTS (EEPC)**

**Purpose:** The purpose of this surcharge is to provide for full and current cost recovery of expenditures associated with the Company's Phase III Energy Efficiency and Conservation Program Costs (EEPC).

**Applicability:** The surcharge shall be calculated for billing purposes for all customers. The EEPC shall be charged to each rate schedule using the following units:

Phase III

Rates R, RS, RH:	\$0.00143/kWh
Rates GS:	\$0.00211/kWh
Rate SL-E, SL-C	\$0.24/location
Rate AL:	\$0.07/location
Rate TLCL:	\$0.00266/kWh
Rates HT, PD, EP:	\$0.63/kW based on PJM Peak Load Contribution (PLC)

The Variable Distribution Service charges, for the residential rate schedules shall include the above listed EEPC surcharge. For the municipal lighting rate schedules, the applicable variable or fixed distribution service charges shall include the EEPC surcharge.

For Rate GS, the EEPC shall be recovered through a separate variable distribution charge listed on customer's bills. For Rates PD, HT and EP, a PJM PLC shall be determined in accordance with PJM rules and used to calculate the EEPC. Customer's PLC will be computed to the nearest kilowatt. The EEPC shall be recovered through a separate variable distribution charge listed on customer bills.

Calculation of EEPC Surcharge and the Over/Under Recovery:

Billing Provisions: The surcharge and over/under recovery shall be calculated by rate schedule on an annual basis using the following formulas:

$$EEPC(n) = \frac{(C-E)+(SWE)}{(BU)} \times \frac{(1)}{(1-T)}$$

**C** – The cost of the Energy Efficiency and Conservation Program includes: all expenditures, of the individual programs such as materials, equipment, installation, custom programs, evaluation measurement/verification, educating customers about availability to the extent not included in Consumer Education cost, not recovered through any separate recovery mechanism, and any other cost associated with implementation of the programs. Costs that relate to measures that are applicable to more than one rate class or that are shown to provide system-wide benefits, will be allocated to each class based on the ratio of class-specific projected program costs to the total projected program costs. Any direct load control benefits to the Company from the programs shall be credited against the cost. The program costs are those approved by the PAPUC and audit costs for the Phase III program ending May 31, 2021

**E** - The over or (under) recovery from the applicable reconciliation period. Interest will not be applied to any over/under collections.

**SWE** – The cost in dollars of the PaPUC's Statewide Evaluator. These costs will be reconciled separately and added to the EEPC and will not be subject to the 2% spending limit of the EE&C Plan.

**BU** – The total Billing Units for the applicable recovery period.

**T** – The current Pennsylvania gross receipts tax rate included in base rates.

**n** - The rate class for which the EEPC is being calculated: 1 = Residential, 2 = Small C&I, 3 = LC&I, 4 = Street lighting

Residential - Rates R, RH  
Small C&I – Rate GS  
Large C&I – Rates HT, PD, EP  
Street Lighting – Rates SLE, SLC, AL, TLCL

**Filings and Reconciliations:** The estimated EEPC shall be filed by May 1 each year to be effective June 1. The first surcharge, effective June 1, 2016 will contain "C" and "E" factors calculated as follows: The "C-factor" will have two components; one including Phase II costs and the other including Phase III costs. The Phase III component will be set using projected costs for the 12 month period from June 1, 2016 through May 31, 2017. The Phase II component will be set using any Phase II costs from projects started prior to the end of Phase II, but not yet billed as of June 1, 2016. For the "E-factor" over/under rate will include the Phase II costs for the 10 month period from June 1, 2015 through March 31, 2016.

The second EEPC, effective June 1, 2017, will be calculated as follows: the "C-factor" will include Phase III costs for the period June 1, 2017 through May 31, 2018 and the "E-factor" will include costs for 12 months comprising Phase II costs for the 2 months of April and May 2016 and Phase III costs for the 10 months of June 1, 2016 through March 31, 2017. Subsequent EEPC's, effective June 1 each year will be calculated using a 12 month "C factor" for the period June 1 through May 31 and an "E factor" for the period of April 1 through March 31

A reconciliation statement filing, in accordance with C.S. Title 66 §1307(e), will be made by April 30 of each year. The last Phase II only reconciliation statement will be for the 10 month period from June 1, 2015 through March 31, 2016. Phase III reconciliation statements will be for the 12 month period April 1 through March 31 of each plan year. The first Phase III reconciliation statement will cover the period April 1, 2016 through March 31, 2017 and include 2 months (April and May) of Phase II revenues and expenses and 10 months of Phase III revenues and expenses (June through March).

**DISTRIBUTION SYSTEM IMPROVEMENT CHARGE**  
**(DSIC)**

In addition to the net charges provided for in this Tariff, a value of 0.00% will apply consistent with the Commission Order dated October 22, 2015 at Docket No. P-2015-2471423, approving the DSIC.

**1. General Description**

**A. Purpose:** To recover the reasonable and prudent costs incurred to repair, improve, or replace eligible property which is completed and placed in service and recorded in the individual accounts, as noted below, between base rate cases and to provide the Company with the resources to accelerate the replacement of aging infrastructure, to comply with evolving regulatory requirements and to develop and implement solutions to regional supply problems.

The costs of extending facilities to serve new customers are not recoverable through the DSIC.

**B. Eligible Property:** The DSIC-eligible property will consist of the following:

- Poles and Tower (Account 364);
- Overhead conductor (Account 365) and underground conduit and conductors (Accounts 366 and 367);
- Line transformers (Account 368) and substation equipment (Account 362);
- Any fixture or device related to eligible property listed above, including insulators, circuit breakers, fuses, reclosers, grounding wires, crossarms and brackets, relays, capacitors, converters and condensers;
- Unreimbursed costs related to highway relocation projects where a natural gas distribution company or city natural gas distribution operation must relocate its facilities; and
- Other related capitalized costs.

**C. Effective Date:** The DSIC will become effective January 1, 2016.

**DISTRIBUTION SYSTEM IMPROVEMENT CHARGE**  
**(DSIC) (CONTINUED)****2. Computation of the DSIC**

**A. Calculation:** The initial DSIC, effective January 1, 2016, shall be calculated to recover the fixed costs of eligible plant additions that have not previously been reflected in the Company's rates or rate base and will have been placed in service between September 1, 2015 and November 30, 2015. Thereafter, the DSIC will be updated on a quarterly basis to reflect eligible plant additions placed in service during the three-month periods ending one month prior to the effective date of each DSIC update. Billing for the DSIC will be on a bills rendered basis. Thus, changes in the DSIC rate will occur as follows:

Effective Date of Change	Date to which DSIC Eligible Plant Additions Reflected
January 1	September - November
April 1	December - February
July 1	March - May
October 1	June - August

**B. Determination of Fixed Costs:** The fixed costs of eligible distribution system improvements projects will consist of depreciation and pre-tax return, calculated as follows:

**1. Depreciation:** The depreciation expense shall be calculated by applying the annual accrual rates employed in the Company's most recent base rate case for the plant accounts in which each retirement unit of DSIC-eligible property is recorded to the original cost of DSIC-eligible property.

**2. Pre-tax return:** The pre-tax return shall be calculated using the statutory state and federal income tax rates, the Company's actual capital structure and actual cost rates for long-term debt and preferred stock as of the last day for the three-month period ending one month prior to the effective date of the DSIC and subsequent updates. The cost of equity will be the equity return rate approved in the Company's last fully litigated base rate proceeding for which a final order was entered not more than two years prior to the effective date of the DSIC. If more than two years shall have elapsed between the entry of such a final order and the effective date of the DSIC, then the equity return rate used in the calculation will be the equity return rate calculated by the Commission in the most recent Quarterly Report on the Earnings of Jurisdictional Utilities released by the Commission.

**C. Application of DSIC:** The DSIC will be expressed as a percentage carried to two decimal places and will be applied to the total amount billed to each customer for distribution service and the State Tax Adjustment Surcharge (STAS). To calculate the DSIC, one-fourth of the annual fixed costs associated with all property eligible for cost recovery under the DSIC will be divided by the Company's projected revenue for distribution service (including all applicable clauses and riders) for the quarterly period during which the charge will be collected, exclusive of the STAS.

**D. Formula:** The formula for calculation of the DSIC is as follows:

$$DSIC = \frac{(DSI * PTRR) + Dep + e}{PQR}$$

Where:

DSI = Original cost of eligible distribution system improvement projects net of accrued depreciation.

PTRR = Pre-tax return rate applicable to DSIC eligible property.

Dep = Depreciation expense related to DSIC-eligible property.

e = Amount calculated (+/-) under the annual reconciliation feature or Commission audit, as described below.

PQR = Projected quarterly revenues for distribution service (including all applicable clauses and riders) from existing customers plus netted revenue from any customers which will be gained or lost by the beginning of the applicable service period.

Revenue shall be based upon one-fourth of the estimated annual distribution revenue.

**DISTRIBUTION SYSTEM IMPROVEMENT CHARGE**  
**(DSIC) (CONTINUED)**

**3. Quarterly Updates:** Supporting data for each quarterly update will be filed with the Commission and served upon the Commission's Bureau of Investigation and Enforcement, the Office of Consumer Advocate, Bureau of Audits and the Office of Small Business Advocate at least ten (10) days prior to the effective date of the update.

**4. Customer Safeguards**

**A. Cap:** The DSIC is capped at 5.0% of the amount billed to customers for distribution service (including all applicable clauses and riders) as determined on an annualized basis.

**B. Audit/Reconciliation:** The DSIC is subject to audit at intervals determined by the Commission. Any cost determined by the Commission not to comply with any provision of 66 Pa C.S. §§ 1350, *et seq.*, shall be credited to customer accounts. The DSIC is subject to annual reconciliation based on a reconciliation period consisting of the twelve months ending December 31 of each year or the Company may elect to subject the DSIC to quarterly reconciliation but only upon request and approval by the Commission. The revenue received under the DSIC for the reconciliation period will be compared to the Company's eligible costs for that period. The difference between revenue and costs will be recouped or refunded, as appropriate, in accordance with Section 1307(e), over a one-year period commencing on April 1 of each year or in the next quarter if permitted by the Commission. If DSIC revenues exceed DSIC-eligible costs, such over-collections will be refunded with interest. Interest on over-collections and credits will be calculated at the residential mortgage lending specified by the Secretary of Banking in accordance with the Loan Interest and Protection Law (41 P.S. §§ 101, *et seq.*) and will be refunded in the same manner as an over-collection. The Company is not permitted to accrue interest on under collections.

**C. New Base Rates:** The DSIC will be reset at zero upon application of new base rates to customer billings that provide for prospective recovery of the annual costs that had previously been recovered under the DSIC. Thereafter, only the fixed costs of new eligible plant additions that have not previously been reflected in the Company's rates or rate base will be reflected in the quarterly updates of the DSIC.

**D. Customer Notice:** Customers shall be notified of changes in the DSIC by including appropriate information on the first bill they receive following any change or through an explanatory bill insert included with the first billing.

**E. All customer classes:** The DSIC shall be applied equally to all customer classes.

**F. Earning Reports:** The DSIC will also be reset at zero if, in any quarter, data filed with the Commission in the Company's then most recent Annual or Quarterly Earnings reports show that the Company would earn a rate of return that would exceed the allowable rate of return used to calculate its fixed costs under the DSIC as described in the pre-tax return section. The Company shall file a tariff supplement implementing the reset to zero due to overearning on one-day's notice and such supplement shall be filed simultaneously with the filing of the most recent Annual or Quarterly Earnings reports indicating that the Company has earned a rate of return that would exceed the allowable rate of return used to calculate its fixed costs.

**G. Residual E-Factor Recovery Upon Reset To Zero:** The Company shall file with the Commission interim rate revisions to resolve the residual over/under collection or E-factor amount after the DSIC rate has been reset to zero. The Company can collect or credit the residual over/under collection balance when the DSIC rate is reset to zero. The Company shall refund any overcollection to customers and is entitled to recover any undercollections as set forth in Section 4.B. Once the Company determines the specific amount of the residual over or under collection amount after the DSIC rate is reset to zero, the Company shall file a tariff supplement with supporting data to address that residual amount. The tariff supplement shall be served upon the Commission's Bureau of Investigation and Enforcement, the Bureau of Audits, the Office of Consumer Advocate, and the Office of Small Business Advocate at least ten (10) days prior to the effective date of the supplement.

**RATE R RESIDENCE SERVICE****AVAILABILITY.**

Single phase service in the entire territory of the Company to the dwelling and appurtenances of a single private family (or to a multiple dwelling unit building consisting of two to five dwelling units, whether occupied or not), for the domestic requirements of its members when such service is supplied through one meter. Service is also available for related farm purposes when such service is supplied through one meter in conjunction with the farmhouse domestic requirements.

Each dwelling unit connected after May 10, 1980 except those dwelling units under construction or under written contract for construction as of that date must be individually metered for their basic service supply. Centrally supplied master metered heating, cooling or water heating service may be provided if such supply will result in energy conservation.

The term "residence service" includes service to: (a) the separate dwelling unit in an apartment house or condominium, but not the halls, basement, or other portions of such building common to more than one such unit; (b) the premises occupied as the living quarters of five persons or less who unite to establish a common dwelling place for their own personal comfort and convenience on a cost sharing basis; (c) the premises owned by a church, and primarily designated or set aside for, and actually occupied and used as, the dwelling place of a priest, rabbi, pastor, rector, nun or other functioning Church Divine, and the resident associates; (d) private dwellings in which a portion of the space is used for the conduct of business by a person residing therein; (e) A detached garage, located on the same premises as the customer's dwelling unit, that is utilized solely for the domestic requirements of the dwelling unit's members and is served through the same meter as the dwelling unit; (g) A detached garage, located on the same premises as the customer's dwelling unit, that is utilized solely for the domestic requirements of the dwelling unit's members and requires separate metering service as a result of wiring restrictions or legal requirements.

The term does NOT include service to: (a) Premises institutional in character including Clubs, Fraternities, Orphanages or Homes; (b) premises defined as a rooming house or boarding house in the Municipal Code for Cities of the First Class enacted by Act of General Assembly; (c) a premises containing a residence unit but primarily devoted to a professional or other office, studio, or other gainful pursuit; (d) electric furnaces or welding apparatus other than a transformer type "limited input" arc welder with an input not to exceed 37 1/2 amperes at 240 volts.

**CURRENT CHARACTERISTICS.** Standard single phase secondary service.

**MONTHLY RATE TABLE.**

FIXED DISTRIBUTION SERVICE CHARGE: \$10.53

FIXED DISTRIBUTION SERVICE CHARGE FOR FORMER OFF-PEAK METERS: \$2.04

VARIABLE DISTRIBUTION SERVICE CHARGE:

All kWhs \$0.07388 per kWh

**ENERGY SUPPLY CHARGE:**

Refer to the Generation Supply Adjustment Procurement Class 1.

**TRANSMISSION SERVICE FOR CUSTOMERS RECEIVING DEFAULT SERVICE:** The Transmission Service Charge shall apply.

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

STATE TAX ADJUSTMENT CLAUSE, DISTRIBUTION SYSTEM IMPROVEMENT CHARGE (DSIC), FEDERAL TAX ADJUSTMENT CREDIT (FTAC), NUCLEAR DECOMMISSIONING COST ADJUSTMENT, UNIVERSAL SERVICE FUND CHARGE, NON-BYPASSABLE TRANSMISSION CHARGE, PROVISION FOR THE RECOVERY OF ENERGY EFFICIENCY AND CONSERVATION PROGRAM COSTS, PROVISION FOR THE TAX ACCOUNTING REPAIR CREDIT AND PROVISION FOR THE RECOVERY OF CONSUMER EDUCATION PLAN COSTS APPLY TO THIS RATE.

**PAYMENT TERMS.** Standard.

**RATE R H RESIDENTIAL HEATING SERVICE****AVAILABILITY.**

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

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

**CURRENT CHARACTERISTICS.** Standard single phase secondary service.

**MONTHLY RATE TABLE.**

FIXED DISTRIBUTION SERVICE CHARGE: \$10.53

FIXED DISTRIBUTION SERVICE CHARGE FOR FORMER OFF-PEAK METERS: \$2.04

VARIABLE DISTRIBUTION SERVICE CHARGE:

SUMMER MONTHS. (June through September)

\$0.07388 per kWh for all kWh.

WINTER MONTHS. (October through May)

\$0.05405 per kWh for all kWh

**ENERGY SUPPLY CHARGE:**

Refer to the Generation Supply Adjustment Procurement Class 1.

**TRANSMISSION SERVICE FOR CUSTOMERS RECEIVING DEFAULT SERVICE:** The Transmission Service Charge shall apply.

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

STATE TAX ADJUSTMENT CLAUSE, DISTRIBUTION SYSTEM IMPROVEMENT CHARGE (DSIC), FEDERAL TAX ADJUSTMENT CREDIT (FTAC), NUCLEAR DECOMMISSIONING COST ADJUSTMENT, UNIVERSAL SERVICE FUND CHARGE NON-BYPASSABLE TRANSMISSION CHARGE, PROVISION FOR THE RECOVERY OF ENERGY EFFICIENCY AND CONSERVATION PROGRAM COSTS, PROVISION FOR THE TAX ACCOUNTING REPAIR CREDIT AND PROVISION FOR THE RECOVERY OF CONSUMER EDUCATION PLAN COSTS APPLY TO THIS RATE.

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

**PAYMENT TERMS.** Standard.

**RATE RS-2 NET METERING****PURPOSE.**

This Rate sets forth the eligibility, terms and conditions applicable to Customers with installed qualifying renewable customer-owned generation using a net metering system.

**APPLICABILITY.**

This Rate applies to renewable customer-generators served under Rates R, RH, CAP, GS, HT, PD and EP who install a device or devices which are, in the Company's judgment, subject to Commission review, a bona fide technology for use in generating electricity from qualifying Tier I or Tier II alternative energy sources pursuant to Alternative Energy Portfolio Standards Act No. 2004-213 (Act 213) or Commission regulations and which will be operated in parallel with the Company's system. This Rate is limited to installations where the renewable energy generating system is intended primarily to offset part or all of the customer-generator's requirements for electricity. A renewable customer-generator is a non-utility owner or operator of a net metered generation system with a nameplate capacity of not greater than 50 kilowatts if installed at a residential service (Rate R, RH, or CAP) or not larger than 3,000 kilowatts at other customer service locations (Rate GS, HT, PD and EP), except for Customers whose systems are above 3 megawatts and up to 5 megawatts who make their systems available to operate in parallel with the Company during grid emergencies as defined by the regional transmission organization or where a microgrid is in place for the purpose of maintaining critical infrastructure such as homeland security assignments, emergency services facilities, hospitals, traffic signals, wastewater treatment plants or telecommunications facilities provided that technical rules for operating generators interconnected with facilities of the Company have been promulgated by the Institute of Electrical and Electronic Engineers "IEEE" and the Commission.

Qualifying renewable energy installations are limited to Tier I and Tier II alternative energy sources as defined by Act 213 and Commission Regulations. The Customer's equipment must conform to the Commission's Interconnection Standards and Regulations pursuant to Act 213. This Rate is not applicable when the source of supply is service purchased from a neighboring electric utility under Borderline Service.

Service under this Rate is available upon request to renewable customer-generators on a first come, first served basis so long as the total rated generating capacity installed by renewable customer-generator facilities does not adversely impact service to other Customers and does not compromise the protection scheme(s) employed on the Company's electric distribution system.

**METERING PROVISIONS.**

A Customer may select one of the following metering options in conjunction with service under applicable Rate Schedule R, RH, CAP, GS, HT, PD or EP.

1. A customer-generator facility used for net metering shall be equipped with a single bi-directional meter that can measure and record the flow of electricity in both directions at the same rate. A dual meter arrangement may be substituted for a single bi-directional meter at the Company's expense.
2. If the customer-generator's existing electric metering equipment does not meet the requirements under option (1) above, the Company shall install new metering equipment for the customer-generator at the Company's expense. Any subsequent metering equipment change necessitated by the customer-generator shall be paid for by the customer-generator. The customer-generator has the option of utilizing a qualified meter service provider to install metering equipment for the measurement of generation at the customer-generator's expense.

Additional metering equipment for the purpose of qualifying alternative energy credits owned by the customer-generator shall be paid for by the customer-generator. The Company shall take title to the alternative energy credits produced by a customer-generator where the customer-generator has expressly rejected title to the credits. In the event that the Company takes title to the alternative energy credits, the Company will pay for and install the necessary metering equipment to qualify the alternative energy credits. The Company shall, prior to taking title to any alternative energy credits, fully inform the customer-generator of the potential value of those credits and options available to the customer-generator for their disposition.

3. Meter aggregation on properties owned or leased and operated by a customer-generator shall be allowed for purposes of net metering. Meter aggregation shall be limited to meters located on properties within two (2) miles of the boundaries of the customer-generator's property. Meter aggregation shall only be available for properties located within the Company's service territory. Physical meter aggregation shall be at the customer-generator's expense. The Company shall provide the necessary equipment to complete physical aggregation. If the customer-generator requests virtual meter aggregation, it shall be provided by the Company at the customer-generator's expense. The customer-generator shall be responsible only for any incremental expense entailed in processing his account on a virtual meter aggregation basis.



**RATE RS-2 NET METERING (continued)****BILLING PROVISIONS.**

The following billing provisions apply to customer-generators in conjunction with service under applicable Rates R, RH, CAP, GS, HT, PD, EP.

1. The customer-generator will receive a credit for each kilowatt-hour received by the Company up to the total amount of electricity delivered to the Customer during the billing period at the full retail rate consistent with Commission regulations. If a customer-generator supplies more electricity to the Company than the Company delivers to the customer-generator in a given billing period, the excess kilowatt hours shall be carried forward and credited against the customer-generator's usage in subsequent billing periods at the full retail rate. Any excess kilowatt hours will continue to accumulate until the end of the PJM planning period ending May 31 of each year. On an annual basis, the Company will compensate the customer-generator for kilowatt-hours received from the customer-generator in excess of the kilowatt hours delivered by Company to the customer-generator during the preceding year at the "full retail value for all energy produced" consistent with Commission regulations. The customer-generator is responsible for the customer charge, demand charge and other applicable charges under the applicable Rate Schedule.
2. If the Company supplies more kilowatt-hours of electricity than the customer-generator facility feeds back to the Company's system during the billing period, all charges of the appropriate rate schedule shall be applied to the net kilowatt-hours of electricity that the Company supplied. The customer-generator is responsible for the customer charge, demand charge and other applicable charges under the applicable Rate Schedule.
3. For customer-generators involved in virtual meter aggregation programs, any excess credit shall be applied first to the account containing the meter through which the generating facility supplies electricity to the distribution system, also known as the "host account". If the host account's usage has been fully offset by this credit and additional excess credit still remains, PECO will divide that remaining credit into equal parts based on the number of additional virtually metered accounts under the customer-generator's name, also known as "satellite accounts", and apply one part to each satellite account in a "waterfall"-like fashion at each account's designated rate. This process continues as PECO bills each subsequent satellite account, with any additional excess credits from each divided equally among the remaining satellite accounts. Virtual meter aggregation is the combination of readings and billing for all meters regardless of rate class on properties owned or leased and operated by a customer-generator by means of the Company's billing process, rather than through physical rewiring of the customer-generator's property for a physical, single point of contact. The customer-generators are responsible for the customer charge, demand charge and other applicable charges under the applicable Rate Schedule.
4. Procurement Class 3/4 customer-generators will receive a generation credit, at the PJM Day Ahead hourly energy rate, for each kilowatt hour received by the Company during each hour of the billing period up to the total amount of electricity delivered to the customer during each hour of the billing period.

If a Procurement Class 3/4 customer-generator supplies more electricity to the Company than the Company delivers to the customer-generator during any hour in the billing period, the excess kilowatt hours shall not be carried forward to a subsequent billing period but will be credited in the current month toward generation charges based on the PJM Day Ahead hourly rate. Any excess kilowatt hours at the end of the PJM planning period will not carry over to the next year.

5. Procurement Class 3/4 customer-generators will also receive a variable distribution credit for each kilowatt hour received by the Company during the monthly billing period up to the total amount of electricity delivered to the Customer during the monthly billing period at the applicable distribution rate.

If a Procurement Class 3/4 customer-generator supplies more electricity to the Company than the Company delivers to the customer-generator, the variable distribution charges will be reduced by the excess kilowatt hours, which will be carried forward and credited against the customer-generator's distribution kilowatt hours in subsequent billing periods until the end of the PJM planning period, ending May 31 of each year.

Procurement Class 3/4 customer-generators are responsible for the customer charge, demand charge and other applicable charges under the applicable Rate Schedule.

Any excess kilowatt hours at the end of the PJM planning period will not carry over to the next year and reduce distribution charges.

**NET METERING FOR SHOPPING CUSTOMERS.**

1. Customer-generators may take net metering services from EGSs that offer such services.
2. If a net-metering customer takes service from an EGS, the Company will credit the customer for distribution charges for each kilowatt hour produced by a Tier I or Tier II resource installed on the customer-generator's side of the electric revenue meter, up to the total amount of kilowatt hours delivered to the customer by the Company during the billing period. If a customer-generator supplies more electricity to the electric distribution system than the EDC delivers to the customer-generator in a given billing period, the excess kilowatt hours shall be carried forward and credited against the customer-generator's usage in subsequent billing periods at the Company's distribution rates. Any excess kilowatt hours at the end of the PJM planning period will not carry over to the next year and reduce distribution charges. The customer-generator is responsible for the customer charge, demand charge and other applicable charges under the applicable Rates Schedule.
3. If the Company delivers more kilowatt hours of electricity than the customer-generator facility feeds back to the Company's system during the billing period, all charges of the applicable rate schedule shall be applied to the net kilowatt hours of electricity that the Company delivered. The customer-generator is responsible for the customer charge, demand charge and other applicable charges under the applicable Rate Schedule.

**RATE RS-2 NET METERING (continued)**

4. Pursuant to Commission regulations, the credit or compensation terms for excess electricity produced by customer-generators who are customers of EGSs shall be stated in the service agreement between the customer-generator and the EGS.
5. If a customer-generator switches electricity suppliers, the Company shall treat the end of the service as if it were the end of the PJM planning period.

**APPLICATION.**

Customer-generators seeking to receive service under the provisions of this Rate must submit a written application online to the Company demonstrating compliance with the Net Metering Rate provisions and quantifying the total rated generating capacity of the customer-generator facility. The installation cannot be directly connected to the Company's distribution system ("stand alone"). Instead, the installation must be connected to a facility (residence or business) that is connected to the Company's distribution system. The link to the online application can be found on the Green Power Connection pages on [peco.com](http://peco.com).

**INTERCONNECTION EXPIRATION.**

Interconnection applications will be reviewed and processed in accordance with the timeframes designated by PECO in Act 213 and Title 52 of the Pa Code Chapter 75. A customer-generator (or authorized designee) must submit a completed certificate of completion ("COC") for residential level 1 and 2 interconnection applications to PECO within 180 calendar days from the date that PECO approves the interconnection application. If a COC is not received within 180 calendar days from the date that PECO approves the interconnection application then the residential level 1 and level 2 interconnection applications shall expire. A customer-generator may request an extension of a residential level 1 or level 2 application expiration date for good cause shown (i.e., that significant progress in construction of the interconnection has been or will be made). Upon a showing of good cause, the application expiration date will be extended. The length of the extension may be extended up to but no more than 180 calendar days. A customer-generator must make such extension requests in writing or via e-mail no less than 30 calendar days prior to an application's original expiration date. PECO will provide notice to developers of distributed generation at least 45 calendar days ahead of the original expiration date.

**MINIMUM CHARGE.**

The Minimum Charges under Rate Schedule R, RH, CAP, GS, PD, HT and EP apply for installations under this Rate.

**RIDERS.**

Bills rendered by the Company under this Rate shall be subject to charges stated in any other applicable Rate.

**RATE-GS GENERAL SERVICE****AVAILABILITY.**

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

Transformed service from the Company's distribution system where the company installs, owns, and maintains any transforming, switching and other receiving equipment required.

For service configurations that are nominally 120/208 volts, 3 phase, 4 wires - If either the service capacity or the parallel-generating capacity exceeds 750 kVA for transformers located inside the building, the only rate option available to the customer will be Rate HT. If either the service capacity or the parallel-generating capacity exceeds 750 kVA but remains at or below 1,500 kVA for transformers outside the building, the customer may request service at 277/480 volts, 3-phase 4-wires from transformers located outside the building. Otherwise the only rate option available to the customer will be Rate HT.

For service configurations that are nominally 277/480 volts, 3 phase, 4 wires - If either the service capacity or the parallel-generating capacity exceeds either 750 kVA for transformers located inside the building or 1,500 kVA for transformers located outside the building, the only rate option available to the customer will be Rate HT.

**CURRENT CHARACTERISTICS.**

Standard single-phase or polyphase secondary service.

**MONTHLY RATE TABLE.****FIXED DISTRIBUTION SERVICE CHARGE:**

- \$ 18.99 for single-phase service without demand measurement, or
- \$ 24.21 for single-phase service with demand measurement, or
- \$ 57.94 for polyphase service.

**VARIABLE DISTRIBUTION SERVICE CHARGE:**

- \$8.81 per kW of billed demand
- (\$0.0006) per kWh for all kWh

**ENERGY EFFICIENCY CHARGE:** \$0.00211 per kWh

**ENERGY SUPPLY CHARGE:** Refer to the Generation Supply Adjustment Procurement Classes 2 and 3/4.

**TRANSMISSION SERVICE FOR CUSTOMERS RECEIVING DEFAULT SERVICE:** The Transmission Service Charge shall apply.

STATE TAX ADJUSTMENT CLAUSE, DISTRIBUTION SYSTEM IMPROVEMENT CHARGE (DSIC), FEDERAL TAX ADJUSTMENT CREDIT (FTAC), NUCLEAR DECOMMISSIONING COST ADJUSTMENT, NON-BYPASSABLE TRANSMISSION CHARGE, PROVISION FOR THE RECOVERY OF ENERGY EFFICIENCY AND CONSERVATION PROGRAM COSTS, PROVISION FOR THE TAX ACCOUNTING REPAIR CREDIT AND PROVISION FOR THE RECOVERY OF CONSUMER EDUCATION PLAN COSTS APPLY TO THIS RATE.

**DETERMINATION OF DEMAND.**

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

For those customers with demand measurement the billing demand will be determined as follows:

- (a) For customers with demand up to 500 kW, the billing demand shall be the measured demand, with a minimum billing demand of 1.2 kW.

For customers with demand greater than 500 kW, the billing demand shall be the greater of (i) the measured demand, (ii) 40% of the maximum contract demand; or (iii) the maximum measured demand from the prior year.

If a measured demand customer has less than 1,100 monthly kilowatt-hours of use, the monthly billing demand will be the measured demand or the metered monthly kilowatt-hours divided by 175 hours, whichever is less, but not less than 1.2 kilowatts.

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

**MINIMUM CHARGE.**

The monthly minimum charge for customers with demand measurement will be the Fixed Distribution Service Charge, plus the Variable Distribution Service Charge per KW of minimum billing demand as described above. The monthly minimum charge for customers with demand measurement will be the Fixed Distribution Service Charge, plus per KW of billing demand. In addition to the above, for customers in Procurement Class 3/4 charges will be assessed on PJM's reliability pricing model.

**RATE-GS GENERAL SERVICE (continued)****SPECIAL PROVISION.**

In accordance with Section 1511, Title 66 Public Utilities, a volunteer fire company, non-profit rescue squad, non-profit ambulance service or a non-profit senior citizen center meeting the requirements set forth below, may, upon application, elect to have its electric service billed at any of the following rate schedules: Rate R Residential Service or Rate R-H Residential Heating Service, as appropriate for the application. The execution of an electric service contract for a minimum term of one year at the chosen rate will be required of any entity electing service pursuant to the options provided by this provision.

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

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

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

**NON PROFIT SENIOR CITIZEN CENTER.** A separately metered service location consisting of a facility for the use of senior citizens coming together as individuals or groups and where access to a wide range of services to senior citizens is provided. The customer of record at this service location must be an organization recognized by the Internal Revenue Service (IRS) or the Commonwealth as a non-profit entity and recognized by the Pennsylvania Department of Aging as an operator of a senior citizen center.

**NON-PROFIT RESCUE SQUAD.** A separately metered service location consisting of a building, sirens, a garage for housing vehicular rescue equipment; and qualified by the Commonwealth as a non-profit entity; and a facility recognized by the Pennsylvania Emergency Management Agency (PEMA) or the Pennsylvania Department of Health as a provider of rescue services. The use of electric service at this location shall be to support the activities of the non-profit rescue squad. Any fund raising activities at this service location must be used solely to support the non-profit rescue squad operations.

**NON-PROFIT AMBULANCE SERVICE.** A separately metered service location consisting of a building, sirens, a garage for housing vehicular rescue equipment; and qualified by the Commonwealth as a non-profit entity; and a facility licensed by the Pennsylvania Department of Health as a provider of ambulance services. The use of electric service at this location shall be to support the activities of the non-profit ambulance service. Any fund raising activities at this service location must be used solely to support the non-profit ambulance service operations.

**TERM OF CONTRACT.**

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

**PAYMENT TERMS.**

Standard.

**RATE-PD PRIMARY DISTRIBUTION POWER****AVAILABILITY.**

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

**CURRENT CHARACTERISTICS.**

Standard primary service.

**MONTHLY RATE TABLE.**

FIXED DISTRIBUTION SERVICE CHARGE: \$295.95

VARIABLE DISTRIBUTION SERVICE CHARGE:

\$8.27 per kW of billing demand  
(\$0.0006) per kWh for all kWh

**ENERGY EFFICIENCY CHARGE:** \$0.63 per kW of Peak Load Contribution

**ENERGY SUPPLY CHARGE:** Refer to the Generation Supply Adjustment Procurement Classes 2 and 3/4.

**TRANSMISSION SERVICE FOR CUSTOMERS RECEIVING DEFAULT SERVICE:** The Transmission Service Charge shall apply.

STATE TAX ADJUSTMENT CLAUSE, DISTRIBUTION SYSTEM IMPROVEMENT CHARGE (DSIC), FEDERAL TAX ADJUSTMENT CREDIT (FTAC), NUCLEAR DECOMMISSIONING COST ADJUSTMENT PROVISION FOR THE RECOVERY OF ENERGY EFFICIENCY AND CONSERVATION PROGRAM COSTS, NON-BYPASSABLE TRANSMISSION CHARGE, PROVISION FOR THE TAX ACCOUNTING REPAIR CREDIT AND PROVISION FOR THE RECOVERY OF CONSUMER EDUCATION PLAN COSTS APPLY TO THIS RATE.

**DETERMINATION OF BILLING DEMAND.**

The billing demand will be computed to the nearest kilowatt and will never be less than the measured demand, adjusted for power factor in accordance with the Rules and Regulations, nor less than 25 kilowatts. The 25kW minimum shall apply to the Energy Supply Charge and the Transmission Supply Charge. Additionally, the billing demand will not be less than 40% of the maximum demand specified in the contract.

**MINIMUM CHARGE.**

The monthly minimum charge shall be the Fixed Distribution Service Charge, plus the charge per kW component of the Variable Distribution Service Charge, plus in the case of Procurement Class 3/4 customers, charges assessed under PJM's reliability pricing model.

**TERM OF CONTRACT.**

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

**PAYMENT TERMS.**

Standard.

**RATE-HT HIGH TENSION POWER****AVAILABILITY.**

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

**CURRENT CHARACTERISTICS.**

Standard high tension service.

**MONTHLY RATE TABLE.**

FIXED DISTRIBUTION SERVICE CHARGE: \$353.85

VARIABLE DISTRIBUTION SERVICE CHARGE:

\$5.49 per kW of billing demand

(\$0.0006) per kWh for all kWh

HIGH VOLTAGE DISTRIBUTION DISCOUNT:

For customers supplied at 33,000 volts: \$0.18 per kW of measured demand.

For customers supplied at 69,000 volts: \$1.47 per kW of measured demand.

For customers supplied over 69,000 volts: \$1.47 per kW of measured demand.

**ENERGY EFFICIENCY CHARGE:** \$0.63 per kW of Peak Load Contribution

**ENERGY SUPPLY CHARGE:** Refer to the Generation Supply Adjustment Procurement Classes 2 and 3/4.

**TRANSMISSION SERVICE FOR CUSTOMERS RECEIVING DEFAULT SERVICE:** The Transmission Service Charge shall apply.

STATE TAX ADJUSTMENT CLAUSE, DISTRIBUTION SYSTEM IMPROVEMENT CHARGE (DSIC), FEDERAL TAX ADJUSTMENT CREDIT (FTAC), PROVISION FOR THE RECOVERY OF CONSUMER EDUCATION PLAN COSTS, NON-BYPASSABLE TRANSMISSION CHARGE, PROVISION FOR THE RECOVERY OF ENERGY EFFICIENCY AND CONSERVATION PROGRAM, PROVISION FOR THE TAX ACCOUNTING REPAIR CREDIT AND NUCLEAR DECOMMISSIONING COST ADJUSTMENT APPLY TO THIS RATE.

**DETERMINATION OF BILLING DEMAND.**

The billing demand will be computed to the nearest kilowatt and will never be less than the measured demand, adjusted for power factor in accordance with the Rules and Regulations, nor less than 25 kilowatts. Additionally, the billing demand will not be less than 40% of the maximum demand specified in the contract. The 25 kW minimum shall apply to the Energy Supply Charge and the Transmission Supply Charge.

**CONJUNCTIVE BILLING OF MULTIPLE DELIVERY POINTS.**

If the load of a customer located at a delivery point becomes greater than the capacity of the standard circuit or circuits established by the Company to supply the customer at that delivery point, upon the written request of the customer, the Company will establish a new delivery point and bill the customer as if it were delivering and metering the two services at a single point, as long as installation of the new service is, in the Company's opinion, less costly for the Company than upgrading the service to the first delivery point and provided that such multi-point delivery is not disadvantageous to the Company.

**MINIMUM CHARGE.**

The monthly minimum charge shall be the Fixed Distribution Service Charge, plus the charge per kW component of the Variable Distribution Service Charge, and modify less the high voltage discount where applicable plus in the case of Procurement Class 3/4 customers, charges assessed on PJM's reliability pricing model.

**TERM OF CONTRACT.**

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

**PAYMENT TERMS.**

Standard.

**RATE EP ELECTRIC PROPULSION****AVAILABILITY.**

This rate is available only to the National Rail Passenger Corporation (AMTRAK) and to the Southeastern Pennsylvania Transportation Authority (SEPTA) for untransformed service from the Company's standard high tension lines, where the customer installs, owns, and maintains any transforming, switching and other receiving equipment required and where the service is provided for the operation of electrified transit and railroad systems and appurtenances. Rate EP is also available to legacy transformed service that is receiving service pursuant to Rate EP as of January 1, 2020; Rate EP or successor rates shall remain available for such legacy transformed service until at least December 31, 2040.

**CURRENT CHARACTERISTICS.**

Standard sixty hertz (60 Hz) high tension service.

**MONTHLY RATE TABLE.**

FIXED DISTRIBUTION SERVICE CHARGE: \$1,292.35 per delivery point

VARIABLE DISTRIBUTION SERVICE CHARGE:

\$4.64 per kW of billing demand  
(\$0.0006) per kWh for all kWh

HIGH VOLTAGE DISTRIBUTION DISCOUNT:

For delivery points supplied at 33,000 volts: \$0.18 per kW.

For delivery points supplied at 69,000 volts: \$1.47 per kW for first 10,000 kW of measured demand.

For delivery points supplied over 69,000 volts \$1.47 per kW for first 100,000 kW of measured demand.

**ENERGY SUPPLY CHARGE:** Refer to the Generation Supply Adjustment Procurement Class 3/4.

**ENERGY EFFICIENCY CHARGE:** \$0.63 per kW of Peak Load Contribution

**TRANSMISSION SERVICE FOR CUSTOMERS RECEIVING DEFAULT SERVICE:** The Transmission Service Charge shall apply.

STATE TAX ADJUSTMENT CLAUSE, DISTRIBUTION SYSTEM IMPROVEMENT CHARGE (DSIC), FEDERAL TAX ADJUSTMENT CREDIT (FTAC), PROVISION FOR THE RECOVERY OF CONSUMER EDUCATION PLAN COSTS, NON-BYPASSABLE TRANSMISSION CHARGE, PROVISION FOR THE RECOVERY OF ENERGY EFFICIENCY AND CONSERVATION PROGRAM COSTS, PROVISION FOR THE TAX ACCOUNTING REPAIR CREDIT AND NUCLEAR DECOMMISSIONING COST ADJUSTMENT APPLY TO THIS RATE.

**DETERMINATION OF BILLING DEMAND.**

The billing demand will be computed to the nearest kilowatt and will never be less than the measured demand, adjusted for power factor in accordance with the Rules and Regulations, nor less than 5,000 kilowatts. Additionally, the billing demand will not be less than 40% of the maximum demand specified in the contract.

**CONJUNCTIVE BILLING OF MULTIPLE DELIVERY POINTS.**

If the load of a customer located at a delivery point becomes greater than the capacity of the standard circuit or circuits established by the Company to supply the customer at that delivery point, upon the written request of the customer, the Company will establish a new delivery point and bill the customer as if it were delivering and metering the two services at a single point, as long as installation of the new service is, in the Company's opinion, less costly for the Company than upgrading the service to the first delivery point and provided that such multi-point delivery is not disadvantageous to the Company. Conjunctive billing under this section is available regardless of whether the conjunctively-billed sites take generation service from one or more generation suppliers and/or PECO default service.

**RATE POL PRIVATE OUTDOOR LIGHTING****AVAILABILITY.**

To any residential or commercial customer with outdoor lighting of sidewalks, driveways, yards, lots and similar places, outside the scope of service under Rates SL-S and SL-E.

**MONTHLY RATE TABLE.**

A Standard Lighting Unit shall be a Cobra Head or Floodlight comprised of a bracket, the lead wires, and a luminaire, including lamp, reactor, and control. The wattage is composed of manufacturer's rating of its lamps, ballasts, transformers, individual controls, and other load components required for its operation

	<u>PRICE PER LIGHTING UNIT</u>	
	<u>DISTRIBUTION</u>	
	<u>(Co.Pole)</u>	<u>(Cust.Pole)</u>
<u>MERCURY-VAPOR LAMPS</u>		
100 Watts (nominally 4,000 Lumens)	\$15.23	\$13.62
175 Watts (nominally 8,000 Lumens)	\$20.60	\$19.07
250 Watts (nominally 12,000 Lumens)	\$25.35	\$23.98
400 Watts (nominally 20,000 Lumens)	\$32.62	\$30.81
400 Watts Floodlight (nominally 22,000 Lumens)	\$35.32	\$33.51
<u>SODIUM-VAPOR LAMPS</u>		
	<u>DISTRIBUTION</u>	
	<u>(Co.Pole)</u>	<u>(Cust.Pole)</u>
70 Watts (nominally 5,800 Lumens)	\$20.89	\$19.32
250 Watts (nominally 25,000 Lumens)	\$33.08	\$31.27
400 Watts (nominally 50,000 Lumens)	\$36.15	\$34.33
400 Watts Floodlight (nominally 50,000 Lumens)	\$38.83	\$37.02

Service to the above listed Mercury-Vapor Lamps and Sodium-Vapor Lamps is not available as of January 1, 2016 to new Customers or existing customers for new or replacement luminaires. The Company will not replace defective or broken mercury vapor or sodium vapor luminaires, including ballasts. In such cases, the customer must take service under one of the current lighting unit options as set forth below.

	<u>DISTRIBUTION</u>	
	<u>(Co.Pole)</u>	<u>(Cust.Pole)</u>
<u>METAL HALIDE LAMPS</u>		
100 Watts (nominally 7,800 Lumens)	\$30.99	\$29.97
175 Watts (nominally 13,000 Lumens)	\$32.50	\$30.60
250 Watts (nominally 20,500 Lumens)	\$34.36	\$32.48
400 Watts (nominally 36,000 Lumens)	\$38.24	\$36.47
1000 Watts (nominally 110,000 Lumens)	\$66.52	\$64.79
<u>HIGH PRESSURE SODIUM VAPOR LAMPS</u>		
	<u>DISTRIBUTION</u>	
	<u>(Co.Pole)</u>	<u>(Cust.Pole)</u>
50 Watts (nominally 4,000 Lumens)	\$20.76	\$19.17
70 Watts (nominally 5,800 Lumens)	\$23.51	\$21.75
100 Watts (nominally 9,500 Lumens)	\$24.81	\$23.06
150 Watts (nominally 16,000 Lumens)	\$27.06	\$25.31
250 Watts (nominally 25,000 Lumens)	\$31.69	\$29.90
400 Watts (nominally 50,000 Lumens)	\$38.30	\$36.53
1,000 Watts (nominally 130,000 Lumens)	\$44.05	\$43.36
<u>LIGHT-EMITTING DIODE LAMPS</u>		
	<u>DISTRIBUTION</u>	
	<u>(Co.Pole)</u>	<u>(Cust.Pole)</u>
5 Watts (nominally 3,300 Lumens)	\$34.04	\$32.39
53 Watts (nominally 5,000 Lumens)	\$34.88	\$33.24
87 Watts (nominally 8,300 Lumens)	\$36.01	\$34.36
163 Watts (nominally 15,800 Lumens)	\$39.16	\$37.51
215 Watts (nominally 20,000 Lumens)	\$41.05	\$39.40

**ENERGY SUPPLY CHARGE.** Refer to the Generation Supply Adjustment Procurement Class 2.

**TRANSMISSION SERVICE FOR CUSTOMERS RECEIVING DEFAULT SERVICE:** The Transmission Service Charge shall apply.

STATE TAX ADJUSTMENT CLAUSE, DISTRIBUTION SYSTEM IMPROVEMENT CHARGE (DSIC), FEDERAL TAX ADJUSTMENT CREDIT (FTAC), PROVISION FOR THE RECOVERY OF CONSUMER EDUCATION PLAN COSTS, PROVISION FOR THE RECOVERY OF ENERGY EFFICIENCY, NON-BYPASSABLE TRANSMISSION CHARGE, CONSERVATION PROGRAM COSTS, PROVISION FOR THE TAX ACCOUNTING REPAIR CREDIT AND NUCLEAR DECOMMISSIONING COST ADJUSTMENT APPLY TO THIS RATE.



**RATE POL PRIVATE OUTDOOR LIGHTING (continued)****TERMS AND CONDITIONS.**

1. Service. Lighting service shall be supplied from distribution facilities and equipment installed, owned, and maintained by the Company. Each lighting installation must be separately connected to a Point of Delivery on the Company's secondary distribution system. Lighting service will be operated on an all-night, every-night lighting schedule under which lights are turned on after sunset and off before sunrise with approximately 4,100 operating hours (average monthly burning hours = 341.11 hours). Each lamp shall be controlled by a photoelectric cell which shall operate to energize the lamp during periods of darkness and de-energize it during other periods. The service includes the supply of lamps and their renewal when burned out or broken. Renewal of lamps will be made only during regular daytime working hours after notification by the customer of the necessity.

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

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

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

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

3. Non-Standard installations. For underground supply furnished at the request of the customer where aerial supply would be normal, or for other than standard installations made at the request of the customer and of a type approved by the Company, the Company will assume the cost up to the amount it would normally have invested and will require the customer to contribute all excess costs.

The Company may offer non-standard Lighting Units and installations in addition to those listed above in the Monthly Rate Table. For customers requesting such service, there will be an additional charge, as specified in the customer's contract based on the incremental cost over that listed in the Monthly Rate Table. Maintenance, repair and replacement of nonstandard equipment shall be at the expense of the customer.

4. Location Authorization and Protection. The location of lamps to be supplied is to be approved by the properly designated authorized representative of the customer. The customer shall furnish any requisite authority for the erection and maintenance of poles, wires, luminaires and other equipment necessary to operate the lamps at the approved locations.

Lighting Units shall be installed at locations and upon structures approved by the Company and in positions permitting servicing from a ladder truck.

At the expense of the customer, the Company will relocate a lamp to a new location after receiving a written request from the customer.

The customer shall protect the Company from malicious damage to the lighting system.

Customer construction shall meet the Company's standards which are based upon the National Electrical Code. Designs of proposed construction deviating from such standards shall be submitted to the Company for approval before proceeding with any work. The customer shall obtain and submit any permits or other authority requisite to the installation and operation of the Lighting Units served hereunder.

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

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

7. Customer Responsibility. The customer shall be solely responsible for determining the amount, location and sufficiency of illumination, including conducting all studies of luminosity, lighting location, and traffic.

**TERM OF CONTRACT.**

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

**PAYMENT TERMS.**

Standard.

**RATE SL-S STREET LIGHTING-SUBURBAN COUNTIES****AVAILABILITY.**

To any municipal entity for outdoor lighting of streets, highways, bridges, parks and similar places located outside the city and county of Philadelphia, including directional highway signs at locations where other outdoor lighting service is established hereunder, only if all of the distribution facilities and equipment are installed, owned, and maintained by the Company.

**ANNUAL RATE TABLE**

The prices in the Rate Table apply to all Company-approved installations for (a) federal, state, county and municipal authorities and community associations entering into a contract for lighting service; and (b) building operation developers for lighting, during the development period, of streets that are to be dedicated, where the municipality has approved the lighting and agreed to subsequently assume the charges for it under a standard contract.

The wattage is composed of manufacturer's rating of its lamps, ballasts, transformers, individual controls, and other load components required for its operation.

**Incandescent Filament Lamps**

<u>Size of Lamp (Nominal)</u>	<u>Billing Watts</u>	<u>Distribution</u>
320 Lumens	32	\$101.62
600 Lumens	58	\$142.42
1,000 Lumens	103	\$198.40
2,500 Lumens	202	\$272.65
6,000 Lumens	448	\$309.65
10,000 Lumens	690	\$374.28

**Mercury Vapor Lamps**

<u>Size of Lamp (Nominal)</u>	<u>Billing Watts</u>	<u>Distribution</u>
4,000 Lumens	115	\$233.53
8,000 Lumens	191	\$246.19
12,000 Lumens	275	\$262.02
20,000 Lumens	429	\$307.11
42,000 Lumens	768	\$436.46
59,000 Lumens	1,090	\$490.50

Service to the above listed Incandescent Filament Lamps and Mercury-Vapor Lamps is not available after January 1, 2016 to new Customers or existing customers for new or replacement luminaires. The Company will not replace defective or broken incandescent filament or mercury vapor luminaires, including ballasts. In such cases, the customer must take service under one of the current lighting unit options as set forth below.

**High Pressure Sodium-Vapor Lamps**

<u>Size of Lamp (Nominal)</u>	<u>Billing Watts</u>	<u>Distribution</u>
5,800 Lumens	94	\$231.91
9,500 Lumens	131	\$251.98
16,000 Lumens	192	\$282.71
25,000 Lumens	294	\$320.71
50,000 Lumens	450	\$381.47

**Light-Emitting Diode**

<u>Lamps Size of Lamp (Nominal)</u>	<u>Billing Watts</u>	<u>Distribution</u>
3,300 Lumens	35	\$408.80
5,000 Lumens	53	\$418.96
8300 Lumens	87	\$432.41
15,800 Lumens	163	\$470.28
20,000 Lumens	215	\$492.97

**ENERGY SUPPLY CHARGE:** Refer to the Generation Supply Adjustment, Procurement Class 2.

**TRANSMISSION SERVICE FOR CUSTOMERS RECEIVING DEFAULT SERVICE:** The Transmission Service Charge shall apply.

STATE TAX ADJUSTMENT CLAUSE, DISTRIBUTION SYSTEM IMPROVEMENT CHARGE (DSIC), FEDERAL TAX ADJUSTMENT CREDIT (FTAC), PROVISION FOR THE RECOVERY OF CONSUMER EDUCATION PLAN COSTS, PROVISION FOR THE RECOVERY OF ENERGY EFFICIENCY AND CONSERVATION PROGRAM COSTS, NON-BYPASSABLE TRANSMISSION CHARGE, PROVISION FOR THE TAX ACCOUNTING REPAIR CREDIT AND NUCLEAR DECOMMISSIONING COST ADJUSTMENT, APPLY TO THIS RATE.

**RATE SL-S STREET LIGHTING-SUBURBAN COUNTIES (continued)****TERMS AND CONDITIONS.**

1. Service. Lighting service shall be supplied from distribution facilities and equipment installed, owned, and maintained by the Company. Each lighting installation must be separately connected to a Point of Delivery on the Company's secondary distribution system. Lighting service will be operated on an all-night, every-night lighting schedule under which lights are turned on after sunset and off before sunrise with approximately 4,100 operating hours (average monthly burning hours = 341.11 hours). Each lamp shall be controlled by a photoelectric cell which shall operate to energize the lamp during periods of darkness and de-energize it during other periods. The service includes the supply of Lightning Units and their renewal when burned out or broken. Renewal of lamps will be made only during regular daytime working hours after notification by the customer of the necessity.

2. Standard Installations. The Company will install, own, and maintain its distribution facilities and equipment on the public highways to the extent warranted by three times the prospective revenue recovered through the Company's tariffed Variable Distribution Service Charge, with any additional investment to be assumed by the customer.

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

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

3. Non-Standard installations. For underground supply furnished at the request of the customer where aerial supply would be normal, or for other than standard installations made at the request of the customer and of a type approved by the Company, the Company will assume the cost up to the amount it would normally have invested and will require the customer to contribute all excess costs.

The Company may offer non-standard Lighting Units and installations in addition to those listed above in the Annual Rate Table. For customers requesting such service, there will be an additional charge, as specified in the customer's contract based on the incremental cost over that listed in the Annual Rate Table. Maintenance, repair and replacement of nonstandard equipment shall be at the expense of the customer.

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

4. Location, Authorization and Protection. The location of lamps to be supplied is to be approved by the properly designated authorized representative of the customer. The customer shall furnish any requisite authority for the erection and maintenance of poles, wires, luminaires and other equipment necessary to operate the lamps at the approved locations.

Lighting Units shall be installed at locations and upon structures approved by the Company and in positions permitting servicing from a ladder truck.

At the expense of the customer, the Company will relocate a lamp to a new location after receiving a written request from the customer.

The customer shall protect the Company from malicious damage to the lighting system.

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

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

7. Customer Responsibility. The customer shall be solely responsible for determining the amount, location and sufficiency of illumination, including conducting all studies of luminosity, lighting location, and traffic.

**TERM OF CONTRACT.**

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

**PAYMENT TERMS.**

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

**RATE SL-E STREET LIGHTING CUSTOMER OWNED FACILITIES****AVAILABILITY.**

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

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

**MONTHLY RATE TABLE.**

SERVICE LOCATION DISTRIBUTION CHARGE: \$6.89 per Service Location (as defined below) \*  
VARIABLE DISTRIBUTION CHARGE: \$0.01857 per kWh

**ENERGY SUPPLY CHARGE:** Refer to the Generation Supply Adjustment Procurement Class 2\*.

\* The service location charge includes an Energy Efficiency Program Surcharge of \$0.24 per location.

**TRANSMISSION SERVICE FOR CUSTOMERS RECEIVING DEFAULT SERVICE:** The Transmission Service charge shall apply.

STATE TAX ADJUSTMENT CLAUSE, DISTRIBUTION SYSTEM IMPROVEMENT CHARGE (DSIC), FEDERAL TAX ADJUSTMENT CREDIT (FTAC), PROVISION FOR THE RECOVERY OF CONSUMER EDUCATION PLAN COSTS, PROVISION FOR THE RECOVERY OF ENERGY EFFICIENCY AND CONSERVATION PROGRAM COSTS, NON-BYPASSABLE TRANSMISSION CHARGE, PROVISION FOR THE TAX ACCOUNTING REPAIR CREDIT AND NUCLEAR DECOMMISSIONING COST ADJUSTMENT APPLY TO THIS RATE.

**SERVICE LOCATION.**

A Service Location is the Point of Delivery on the Company's secondary circuit, that connects to one or more Utilization Facilities. A customer may connect multiple Utilization Facilities to a single Service Location in accordance with Paragraph 2c and approval by the Company.

**DETERMINATION OF ENERGY BILLED.**

The energy use for a month of a Service Location shall be computed to the nearest kilowatt hour as the product of one thousandth of its wattage and the effective hours of use of such wattage during the calendar month under the established operation schedules as set forth under Terms and Conditions, Paragraph 1 Service. The wattage, expressed to the nearest tenth of a watt, of a Service Location shall be composed of manufacturer's rating of its lamps, ballasts, transformers, individual controls and other load components required for its operation. The aggregate of the kilowatt hours thus computed for all Active Service Locations shall constitute the energy billed for the month.

**TERMS AND CONDITIONS.**

1. Service. Lighting service will be operated on all-night, every-night lighting schedules, under which lights normally are turned on after sunset and off before sunrise with approximately 4,100 annual operating hours (average monthly burning hours = 341.11 hours). Extended lighting service during all daylight hours will be supplied for lamps specified by the customer
2. Ownership of Utilization Facilities.
  - a. Service Locations Supplied from Aerial Circuits: customer shall provide, own and maintain the Utilization Facilities defined as the brackets, hangers, luminaires, lamps/LED array(s), ballasts/drivers, transformers, individual controls, conductors, molding and supporting insulators between the lamp receptacles and line wires of the Company's distribution facilities and any other components as required for the operation of each Service Location.  
The Company shall provide the supporting pole or post for such aerially supplied Service Location and will issue authorization to permit the customer to install thereon the said Utilization Facilities. If the Company sells aerially supplied streetlighting facilities to a government agency in order to qualify for SL-E, such sale will include the supporting pole or post.
  - b. Service Locations Supplied from Underground Circuits: customer shall provide, own and maintain the Utilization Facilities defined as brackets or hangers, luminaires, lamps/LED array(s), ballasts/drivers, transformers, individual controls, and conductors and shall assume all costs of installing such Utilization Facilities. Customer shall also provide, own, and maintain the supporting pole or post foundation with 90 degree pipe bend, and conduits from the luminaires to sidewalk level, or in special cases, such as Federally and State financed limited access highways, to a Service Location designated by the Company on its secondary voltage circuit.  
Except as provided in Paragraph 5 Supply Facilities, the Company shall own conduit from the distribution circuit to the 90 degree pipe bend, shall own conductors from its distribution system to the designated Service Location and shall provide sufficient length of conductors for splicing at the designated Service Location or in the post base where sidewalk level access is provided.
  - c. Service to Group of Utilization Facilities:

**AERIAL SUPPLY**

When the customer requests service to a group of Utilization Facilities supplied from aerial distribution facilities, the customer is responsible for providing the support poles or posts for the Utilization Facilities. The Company will provide a service, nominally 100 feet, to the customer's first supporting structure. The customer is responsible for installing supply conductors from the first supporting structure to all Utilization Facilities.

**UNDERGROUND SUPPLY**

When groups of Utilization Facilities are supplied from underground distribution facilities, the customer is responsible for the supporting poles or posts and the supply conductors to each Utilization Facility from the designated Service Location. If the customer requests an underground supply to a group of Utilization Facilities and the designated Service Location is a secondary terminal pole, the customer will install, own, maintain all cable, including the cable on the pole.

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

**RATE SL-E STREET LIGHTING CUSTOMER-OWNED FACILITIES (continued)**

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

5. Supply Facilities. Lighting service shall be supplied from distribution facilities and equipment installed, owned and maintained by the Company. A customer contribution for new, additional or relocated lighting service may be required as described in Paragraph 11.

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

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

7. Service. Lighting service will be operated on all-night, every-night lighting schedules, under which lights normally are turned on after sunset and off before sunrise with approximately 4,100 annual operating hours (average monthly burning hours = 341.11 hours). Extended lighting service during all daylight hours will be supplied for lamps specified by the customer.

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

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

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

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

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

13. Customer Responsibility. The customer shall be solely responsible for determining the amount, location and sufficiency of illumination, including conducting all studies of luminosity, lighting location, and traffic.

**TERM OF CONTRACT.**

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

**PAYMENT TERMS.**

Bills will be rendered monthly.

**RATE SL-C SMART LIGHTING CONTROL LIGHTING CUSTOMER OWNED FACILITIES****AVAILABILITY.**

Any governmental agency for outdoor lighting, provided for the safety and convenience of the public of streets, highways, bridges, parks or similar places, that complies with each of the following conditions:

- (A) Installs a Smart Lighting Control Module approved by the Company that has capabilities including but not necessarily limited to:
  - a. Measurement of energy usage at the individual Utilization Facility level.
  - b. Customer control of the lamp's burning hours.
  - c. Data showing failure of the lamp to burn, such as customer notification, that customer can provide to Company upon request.
  - d. Ability of customer to dim the lights (LED only).
- (B) Provides energy usage to the Company as described below under Data Requirements.
- (C) Installs, owns, and maintains all Utilization Facilities, as defined in the Terms and Conditions of this Base Rate. (All facilities and their installation shall be approved by the Company.)

This rate is also available to community associations of residential property owners both inside and outside the City of Philadelphia for the lighting of streets that are not dedicated. This rate is not available to commercial or industrial customers.

Customers may take service under the rate beginning on July 1, 2019. The below listed pricing will be revised, as needed, based on applicable surcharge adjustments prior to the SL-C effective service date of July 1, 2019.

**MONTHLY RATE TABLE.**

SERVICE LOCATION DISTRIBUTION CHARGE: \$5.87 per Service Location (as defined below)\*  
VARIABLE DISTRIBUTION CHARGE: \$0.03484 per kWh

**ENERGY SUPPLY CHARGE:** Refer to the Generation Supply Adjustment Procurement Class 2\*.

\* The service location charge includes an Energy Efficiency Program Surcharge of \$0.24 per location.

**TRANSMISSION SERVICE FOR CUSTOMERS RECEIVING DEFAULT SERVICE:** The Transmission Service charge shall apply.

STATE TAX ADJUSTMENT CLAUSE, FEDERAL TAX ADJUSTMENT CREDIT (FTAC), PROVISION FOR THE RECOVERY OF CONSUMER EDUCATION PLAN COSTS, NON-BYPASSABLE TRANSMISSION CHARGE, AND NUCLEAR DECOMMISSIONING COST ADJUSTMENT APPLY TO THIS RATE.

**SERVICE LOCATION.**

A Service Location is the Point of Delivery on the Company's secondary circuit that connects to one or more Utilization Facilities. A customer may connect multiple Utilization Facilities to a single Service Location in accordance with Paragraph 2c and approval by the Company

**DATA REQUIREMENTS.**

The customer must notify the Company of its intent to enroll or modify lights under this rate at least 30 days prior to the start of the regularly scheduled billing cycle during which the enrollment or modification will become effective.

The customer must provide the following data to the Company from its Company-approved Smart Lighting Control Module for each light added or modified:

- (A) Manufacturer-rated wattage
- (B) Annual burning hours, if different than the standard 4,100 burning hours as defined below under paragraph 1 Service of Terms and Conditions
- (C) Dimming percentage/factor

The Company also requires the customer to provide the Global Positioning System (GPS) coordinates for each light.

**DETERMINATION OF ENERGY BILLED.**

Upon acceptance of the required data, the Company shall modify the energy billed going forward for a period of up to twelve months or at another frequency as required by the Company. The energy use for a month of a Service Location shall be computed to the nearest kilowatt hour as the product of one thousandth of its wattage, adjusted based on the provided dimming percentage/factor, and the provided burning hours during the calendar month.

The Company may, at any time and without prior notice, request that the customer provide updates to the above data or provide actual energy consumption data and burning hours for each light, by calendar month, for up to the past 12 months to verify the continued accuracy of Company billing.

For any regularly scheduled billing cycle in which the customer has not provided acceptable information from its Company-approved Smart Lighting Control Module, the Company shall modify the energy billed going forward by changing the burning hours used to the standard 4,100 burning hours as defined below under Paragraph 1 Service of Terms and Conditions.

The Company reserves the right to modify the customer's rate to SL-E in the continued absence of required data from the customer.

**TERMS AND CONDITIONS.**

1. Service. For any regularly scheduled billing cycle in which the customer has not provided acceptable information from its Company-approved Smart Lighting Control Module, lighting service will be operated on all-night, every-night lighting schedules, under which lights normally are turned on after sunset and off before sunrise with approximately 4,100 annual operating hours (average monthly burning hours = 341.11 hours). Extended lighting service during all daylight hours will be supplied for lamps specified by the customer.  
If the customer provides information from the Smart Lighting Control Module as described above to justify a different billing usage, the burning hours provided by the customer will be used instead of the standard 4,100 annual operating hours.

**RATE SL-C SMART LIGHTING CONTROL LIGHTING CUSTOMER OWNED FACILITIES (continued)****2. Ownership of Utilization Facilities.**

- a. Service Locations Supplied from Aerial Circuits: Customer shall provide, own and maintain the Utilization Facilities defined as the brackets, hangers, luminaires, lamps/LED array(s), ballasts/driver, transformers, Company-approved Smart Control Modules, conductors, molding and supporting insulators between the luminaires and line wires of the Company's distribution facilities and any other components as required for the operation of each Service Location. The Company shall provide the supporting pole or post for such aerially supplied Service Location and will issue authorization to permit the customer to install thereon the said Utilization Facilities. If the Company sells aerially supplied streetlighting facilities to a government agency in order to qualify for SL-C, such sale will include the supporting pole or post.
- b. Service Locations Supplied from Underground Circuits: Customer shall provide, own and maintain the Utilization Facilities defined as brackets or hangers, luminaires, lamps/LED array(s), ballasts/driver, transformers, individual controls, and conductors and shall assume all costs of installing such Utilization Facilities. Customer shall also provide, own, and maintain the supporting pole or post, foundation with 90 degree pipe bend and conduits from the luminaires to sidewalk level, or in special cases, such as Federally and State financed limited access highways, to a Service Location designated by the Company on its secondary voltage circuit. Except as provided in Supply Facilities, the Company shall own conduit from the distribution circuit to the 90 degree pipe bend, shall own conductors from its distribution system to the designated Service Location and shall provide sufficient length of conductors for splicing at the designated Service Location or in the post base where sidewalk level access is provided.
- c. Service to Group of Utilization Facilities:

**AERIAL SUPPLY**

When the customer requests service to a group of Utilization Facilities supplied from aerial distribution facilities, the customer is responsible for providing the support poles or posts for the Utilization Facilities. The Company will provide a service, nominally 100 feet, to the customer's first supporting structure. The customer is responsible for installing supply conductors from the first supporting structure to all Utilization Facilities.

**UNDERGROUND SUPPLY**

When groups of Utilization Facilities are supplied from underground distribution facilities, the customer is responsible for the supporting poles or posts and the supply conductors to each Utilization Facility from the designated Service Location. If the customer requests an underground supply to a group of Utilization Facilities and the designated Service Location is a secondary terminal pole, the customer will install, own, maintain all cable, including the cable on the pole.

3. **Standards of Construction for Utilization Facilities.** Customer construction shall meet the Company's standards which are based upon the National Electrical Safety Code. Designs of proposed construction deviating from such standards shall be submitted to the Company for approval before proceeding with any work.
4. **Power Factor.** The Utilization Facilities provided by the customer shall be of such a nature as to maintain the power factor of each Lighting Unit at not less than 85%.
5. **Supply Facilities.** Lighting service shall be supplied from distribution facilities and equipment installed, owned and maintained by the Company. A customer contribution for new, additional or relocated lighting service may be required as described in Paragraph 10.

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

6. **Connection of Service Location.** For new, additional or relocated Service Locations and for any modernization or maintenance work involving connections to the Company's distribution circuits, the customer will provide sufficient length of conductors to permit the Company to make taps at the top of the pole for aerial circuits, or for splices to underground circuits at the designated Service Location on the Company's secondary voltage circuit. All work done by the customer that may involve Company street lighting, control, and other distribution circuits shall be performed under Company permit and blocking procedures.
7. **Change in Size and Type of Service Locations.** Written notice of any planned change in size or type of any components of Service Locations, or any replacement of the Company-approved Smart Control Module, shall be furnished by the customer to the Company not less than 30 days prior to the effective date of such change. The customer shall be responsible for notification to the Company of any changes made in manufacturer's wattage ratings at any Service Location.
8. **Service Maintenance.** Upon receipt of report of a Service Location not receiving power, the Company will determine the cause of power failure and will restore service to the distribution circuit and control equipment, disconnecting, if necessary, any faulty Service Location from the circuit. Customer will make necessary repairs between the luminaires of the faulty utilization facilities and the point of connection to the Company's distribution circuit. In the event the fault is located in the Company owned facilities, the customer will bill the Company for this portion of the replaced facilities.
9. **Authorization and Protection.** The customer shall, to the extent of one's ability, furnish any requisite authority for the erection and maintenance of poles, wires, fixtures and other equipment necessary to operate the lights at the locations and under the conditions designated, and shall protect the Company from malicious damage to the lighting system.
10. **New, Additional or Relocated Lighting.** The total costs to provide lighting service for new, additional or relocated lamps installed by the customer shall be subject to a revenue test. If the costs exceed the estimated revenue recovered through the Company's tariffed Variable Distribution Service Charges for four years, a customer contribution for all excess costs will be required.

**RATE SL-C SMART LIGHTING CONTROL LIGHTING CUSTOMER OWNED FACILITIES (continued)**

11. Relocation of Service Locations. Where a pole is replaced by the Company at its own option, it shall be the customer's responsibility to have the Utilization Facilities transferred from the old to the new pole.
12. Customer Responsibility. The customer shall be solely responsible for determining the amount, location and sufficiency of illumination, including conducting all studies of luminosity, lighting location, and traffic.

**TERM OF CONTRACT.**

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

**PAYMENT TERMS.**

Bills will be rendered monthly.



**RATE TLCL TRAFFIC LIGHTING CONSTANT LOAD SERVICE****AVAILABILITY.**

To any municipality using the Company's standard service for (a) electric traffic signal lights installed, owned and maintained by the municipality, and/or (b) unmetered traffic control cameras or other small constant load electronic devices with a demand of less than 1.2 kW, owned and maintained by the municipality.

To any non-municipal non-residential customer using the Company's standard service for unmetered small constant load electronic devices with a demand of less than 1.2 kW, owned and maintained by the non-municipal customer, which are electrically separate from any other facilities, whether municipally-owned or non-municipally-owned, that are receiving service from PECO as a separate account.

To any non-municipal non-residential customer using the Company's standard service for unmetered small constant load electronic devices with a demand of less than 1.2 kW, owned and maintained by the non-municipal customer, which are electrically integrated with any other facilities, whether municipally-owned or non-municipally-owned, that are receiving service from PECO as a separate account, but only if the non-municipal customer meets the conditions of the Special Termination Rights provision of this Rate.

**CURRENT CHARACTERISTICS.**

Standard single phase secondary service.

**RATE TABLE.**

SERVICE LOCATION CHARGE: \$3.67 PER LOCATION

VARIABLE DISTRIBUTION SERVICE CHARGE: \$0.01979 per kWh (as defined below)\*

\*The Variable Distribution charge includes an Energy Efficiency Program Surcharge of \$0.00266 per kWh

**ENERGY SUPPLY CHARGE:** Refer to the Generation Supply Adjustment Procurement Class 2.

**TRANSMISSION SERVICE FOR CUSTOMERS RECEIVING DEFAULT SERVICE:** Transmission Service Charge shall apply.

STATE TAX ADJUSTMENT CLAUSE, DISTRIBUTION SYSTEM IMPROVEMENT CHARGE (DSIC), FEDERAL TAX ADJUSTMENT CREDIT (FTAC), PROVISION FOR THE RECOVERY OF CONSUMER EDUCATION PLAN COSTS, PROVISION FOR THE RECOVERY OF ENERGY EFFICIENCY, NON-BYPASSABLE TRANSMISSION CHARGE, CONSERVATION PROGRAM COSTS, PROVISION FOR THE TAX ACCOUNTING REPAIR CREDIT AND NUCLEAR DECOMMISSIONING COST ADJUSTMENT APPLY TO THIS RATE.

**SPECIAL RULES AND REGULATIONS.**

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

The Company shall not be liable for damage to person or property arising, accruing or resulting from the attachment of the signal equipment to its poles, wires, or fixtures. The customer shall be responsible to determine the amount, location and sufficiency of illumination, including conducting all studies of luminosity, lighting location, and traffic.

**SPECIAL TERMINATION RIGHTS**

Some facilities that receive service under Rate TLCL may be electrically configured such that it is not possible to terminate service to the Rate TLCL facility without also terminating service to a facility that is receiving service under a separate account, Rate or Rider. In the event of non-payment of bills for service to such a Rate TLCL facility, PECO will provide a termination notice to the customer. The customer may then, at its discretion, notify PECO that it intends to engage in self-termination by removing its facilities from the PECO system within 30 days. If the customer has not removed its facilities within 30 days, then PECO may, at its sole discretion and upon 72-hour notice, physically remove the customer facility as a means of terminating service to that facility. Taking service under Rate TLCL constitutes full customer permission for PECO to engage in such removals. Notwithstanding any removal of such facilities by either the customer or PECO, the customer shall remain fully obligated to PECO for payment of all charges incurred under Rate TLCL. In addition, the customer shall pay to PECO its full cost of removing the facilities, including direct and indirect labor costs, use of truck or other equipment, fuel costs, and costs of storing the customer equipment, all at PECO's normal rates for such work at such time as it may perform such removals. PECO shall not be liable for damage, if any, to the customer equipment that occurs during removal or storage.

**TERM OF CONTRACT.**

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

**PAYMENT TERMS.**

Standard.

**RATE BLI BORDERLINE INTERCHANGE SERVICE****AVAILABILITY.**

Electric service supplied under reciprocal agreements, to neighboring electric utilities for resale in their adjacent territory at delivery points where the Company in its judgment can provide capacity in excess of the requirements of present and prospective customers in its own territory and for periods fixed by contract and terminable after the expiration of the initial term if capacity is no longer available.

**CURRENT CHARACTERISTICS.**

Standard primary or secondary service.

**MONTHLY RATE TABLE.**

For contracts newly entered on or after January 1, 2019, the Company will provide borderline interchange service under the Variable Distribution Service Charge of the appropriate Base Rate, plus an amount equal to 1% per month on the additional investment in facilities required by the Company to deliver and meter the service supplied. The appropriate Base Rate is the rate under which the Customer would be served if located within the Company's franchised service territory.

The Company will not apply this rate to contracts entered prior to January 1, 2019 unless the Company and the customer mutually agree to do so

**MEASUREMENT.**

The energy delivered may be metered or may be estimated from the purchaser's resales plus an agreed-upon correction to cover transformation and distribution losses.

**TERM OF CONTRACT.**

The initial contract term shall be for at least five years, and thereafter from year to year until terminated by 60 days' notice from either party, unless the Company and the customer mutually agree to a different term in the contract for service.

**PAYMENT TERMS.**

Payment of amounts billed shall be made within 15 days from date of bill.

**RATE AL - ALLEY LIGHTING IN CITY OF PHILADELPHIA**

**APPLICABILITY.** To multiple, unmetered lighting service supplied the City of Philadelphia to operate lamps and appurtenances for all night outdoor lighting of alleys and courts that are installed, owned and maintained by the City, which assumes the cost involved in making the connections to the Company's facilities. This rate shall no longer be available to new lighting installations effective January 1, 2011.

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

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

**MONTHLY RATE TABLE.**

SERVICE LOCATION CHARGE: \$2.41 Per Location (as defined below)\*

\*The service location charge includes an Energy Efficiency Program Surcharge of \$0.07

**ENERGY SUPPLY CHARGE:** Refer to the Generation Supply Adjustment Procurement Class 2.

**TRANSMISSION SERVICE FOR CUSTOMERS RECEIVING DEFAULT SERVICE:** The Transmission Service Charge shall apply.

STATE TAX ADJUSTMENT CLAUSE, DISTRIBUTION SYSTEM IMPROVEMENT CHARGE (DSIC), FEDERAL TAX ADJUSTMENT CREDIT (FTAC), PROVISION FOR THE RECOVERY OF CONSUMER EDUCATION PLAN COSTS PROVISION FOR THE RECOVERY OF ENERGY EFFICIENCY AND CONSERVATION PROGRAM COSTS, NON-BYPASSABLE TRANSMISSION CHARGE, PROVISION FOR THE TAX ACCOUNTING REPAIR CREDIT AND NUCLEAR DECOMMISSIONING COST ADJUSTMENT CLAUSE APPLY TO THIS RATE.

**PLAN OF MONTHLY BILLING.**

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

**LIABILITY PROVISION.**

The Company shall not be liable for damage, or for claims for damage, to persons or property, arising, accruing or resulting from, installation, location or use of lamps, wires, fixtures and appurtenances; or resulting from failure of any light, or lights, to burn for any cause whatsoever. The customer shall be responsible to determine the amount, location and sufficiency of illumination, including conducting all studies of luminosity, lighting location, and traffic.

**APPLICABILITY INDEX OF RIDERS**

**Introductory Statement**

Customers under different rates of this Tariff frequently desire services or present situations and conditions of supply which require special supply terms, charges or guarantees or which warrant modification of the amount or method of charge from the prices set forth in the Base Rate under which they are provided service. Modifications for such conditions are defined by rider provisions included as a part of this Tariff. Riders may be employed when applicable, with or without signed agreement between the customer and the Company as the case may require, notwithstanding anything to the contrary contained in the Base Rate to which the rider is applied.

Riders	Page No.	R	RH	RS	GS	PD	HT	POL	SL-S	SL-E	SL-C	EP	BLI	AL
Capacity Reservation Rider	74-78			X	X	X	X					X		
CAP Rider	79	X	X											
Casualty	80			X	X	X	X					X		
Construction	81				X <sup>1</sup>	X	X					X		
Economic Development	82-83				X	X	X							
Electric Vehicle DCFC Pilot Rider (EV-FC)	84-85				X	X	X							
Emergency Energy Conservation	86						X					X		
Investment Return Guarantee	87				X	X	X							
Night Service GS	88				X									
Night Service HT	89						X					X		
Night Service PD	90					X								
Receivership Rider	91				X	X	X	X	X	X	X	X		X
Temporary Service	92	X	X	X	X	X	X							

<sup>1</sup>Available only to Rate GS customers with demands greater than 500kW

**PILOT CAPACITY RESERVATION RIDER (CRR)****PURPOSE.**

This Rider sets forth the eligibility, terms and conditions applicable to Customers who operate generation in parallel with the Company distribution system and for whom the Company needs to reserve electric capacity to serve their load when the customer's generation is offline.

This Rider also sets forth the eligibility, terms and conditions applicable to Customers who want to reserve capacity in excess of their present demand from the PECO distribution system for new business growth or expansion.

**DEFINITIONS.**

Demand and billing demand are defined in tariff sections "Definitions of Terms and Explanation of Abbreviations" and Section 15 of "Rules and Regulations".

- (1) Ability to Shed Load – The capability of the customer to reduce or interrupt its total connected load as a means of offsetting some or all of the loss of its Parallel Generation, in the event that its Parallel Generation goes offline or is not operating to full capacity.
- (2) Capacity Reservation – The contracted amount of firm electrical distribution capacity, expressed in kW, reserved by the Company solely to meet the capacity requirement for which a customer has contracted under the CRR.
- (3) CRR Level –
  - a. For customers with Parallel Generation, the portion of their Capacity Reservation equal to the contracted percentage of the Generator Nameplate Capacity of their customer-owned Parallel Generation, determined pursuant to the provisions of the section of this Rider titled "Capacity Reservation vs. CRR Level Designation."
  - b. For customers seeking to reserve capacity for new business growth or expansion, the portion of their Capacity Reservation for which they have contracted under the CRR for that purpose.
- (4) "Failure To Shed Load" Penalty – A charge assessed to a customer with a Capacity Reservation, CRR Level, or both that were set in whole or part based upon Ability to Shed Load when that customer's generator goes offline and the customer does not shed load as agreed upon.
- (5) Generator Nameplate Capacity – The maximum rated output of a generator under specific conditions designated by the manufacturer.
- (6) Operational Flexibility in Operation of Generation – The capability of the customer to flexibly operate multiple generating facilities as a means of offsetting some or all of the loss of its Parallel Generation, in the event that its Parallel Generation goes offline or is not operating to full capacity.
- (7) Parasitic Load – The power consumed by the equipment supporting the operation of a customer's generation.
- (8) Parallel Generation – Non-utility generating facility(s) approved for Parallel Operation.
- (9) Parallel Operation – Occurs when a non-utility generating facility(s) interconnected with and operates while connected to PECO's distribution system, where the potential exists for electricity to flow from said generating facility(s) into PECO's electric distribution system.
- (10) Uncovered Demand – The difference between the customer's CRR Level and the customer's Capacity Reservation

**APPLICABILITY/AVAILABILITY.**

Applicable to customers, with customer generating facilities that have generating capacity of 100 kW or greater and are first placed online, or are granted approval for Parallel Operation, after January 1, 2016. This includes but is not limited to Qualifying Facilities or Small Power Producers and cogenerators as defined in the Public Utility Regulatory Policies Act, whose electrical requirements are partially or wholly provided by facilities not owned by the Company and when such facilities operate in parallel with the Company's distribution system. All such customers will be supplied under the provisions of this rider, the customer's applicable Base Rate, and other applicable riders. Customers who wish to reserve available electrical capacity in excess of their present demand for new business growth or expansion may do so under this rider.

**PILOT CAPACITY RESERVATION RIDER (CRR) continued****NOTICE BEFORE COMMENCEMENT OF CRR SERVICE.**

The customer shall not commence initial operation of any other source of supply in parallel with the Company's distribution lines until written permission is given by the Company for such parallel operation. Before a customer is placed on the CRR, the Company must provide written notice to the customer that includes the Capacity Reservation under the CRR and informs the customer that, upon receiving service under the CRR, capacity beyond this amount may not be available to serve the customer. The Company shall have the right to inspect the customer's installation prior to providing such written permission, and at any reasonable time thereafter in accordance with Tariff Rule 9.3.

**CAPACITY RESERVATION VS. CRR LEVEL DESIGNATION.**

The maximum firm capacity available to be reserved will be determined by the Company based upon its review of capacity available on its system at the time that a request for Capacity Reservation is made.

In all cases, if the requested electric capacity is not available the customer shall pay all cost to the Company of any construction necessary to meet the customer's Capacity Reservation requirement. To the extent that the requested capacity is needed for new business growth or expansion, the standard revenue test will apply when calculating the cost to be paid by the customer. The Company must reserve capacity for a customer based upon an amount that the Company and customer agree accurately reflects the maximum demand that the Company must stand ready to serve to that customer.

For customers generating in parallel with the Company's distribution system:

For billing purposes, PECO will set the associated CRR Level as designated below:

For customers who have Generator Nameplate Capacity of greater than 100 kW but less than or equal to 5,000 kW, the CRR Level will be 60% of the Generator Nameplate Capacity.

For customers who have Generator Nameplate Capacity of greater than 5,000 kW but less than or equal to 10,000 kW, the CRR Level will be 50% of the Generator Nameplate Capacity.

Any customer, regardless of size of load or generation, may initiate negotiation as set forth below to designate the CRR at a level other than these levels.

Batteries and other electrical storage shall not be deemed to be generators for purpose of the CRR, and the nameplate capacity of storage or battery equipment shall not be included as, or treated as equivalent to, Parallel Generation for purposes of determining a customer's Capacity Reservation or CRR Level.

For customers who want to reserve capacity for new business growth or expansion, both the Capacity Reservation and the associated CRR Level will be determined by negotiation.

**PILOT CAPACITY RESERVATION RIDER (CRR) continued****NEGOTIATIONS FOR OPERATION OF CUSTOMER GENERATION.**

If the CRR Level is set through negotiations for customers generating in parallel with the Company's distribution system, the following will apply:

The customer and PECO will meet to discuss customer operations. After such discussions, the customer may designate a CRR level other than as set forth above, based upon one or more of the following factors as defined above:

1. Parasitic Load: This will be subtracted from the customer's Generation Nameplate Capacity prior to determining the CRR Level.
2. Operational Flexibility in Operation of Generation: A customer with multiple generating units may commit to operate its facilities as a means of offsetting some or all of the loss of its Parallel Generation in a manner that reduces its Capacity Reservation requirement and consequently its CRR Level
3. Ability to Shed Load: A customer may commit to shed some portion of its total connected load to offset some or all of the loss of its Parallel Generation in a manner that reduces its Capacity Reservation requirement and consequently its CRR Level.

If PECO accepts the customer's designated Capacity Reservation and CRR Level then both amounts shall be set at the customer-designated level.

If PECO does not accept the customer's designated Capacity Reservation and or CRR Level then PECO may file a complaint with the PUC (to be referred to the Office of Mediation). Pending resolution of the complaint the Capacity Reservation and CRR Level shall be set at: as follows (subject to retrospective revision upon completion of the mediation/litigation):

- For customer designations based upon Parasitic Load, Operational Flexibility, or both, the Capacity Reservation and the CRR Level will be set at the customer-designated levels.
- For customer designations based in whole or part on Ability to Shed Load, the Capacity Reservation and CRR Level will be set at PECO-designated levels,

**PROCEDURES TO CONFIRM MODE OF CUSTOMER GENERATION OPERATION**

If a customer's CRR Level is set by negotiation based upon Parasitic Load or Operational Flexibility of Generation, or both, then:

- The customer shall inform PECO in writing if its generation operations differ materially from the mode of operations used to set the CRR Level;
- The customer shall verify to PECO once each calendar year that its generator operations in the prior year did not differ materially from the mode of operations used to set the CRR Level; and
- PECO shall have the right to conduct an audit of customer operations to determine whether generator operations differed materially from the mode of operations used to set the CRR Level.

**NOTICE OF OPERATION CONTRARY TO A NEGOTIATED CRR LEVEL AND RESET PROVISION.**

If, in its determination, PECO believes that a customer has operated its distributed generation units in a manner contrary to the mode of operations used to set the CRR Level, PECO may issue a written violation notice to the customer.

A customer shall not be deemed to have operated its distributed generation units in a manner contrary to the mode of operation used to set its CRR Level if both of the following are true:

- The customer was required to alter its mode of operations in response to a directive from PECO or because of conditions existing on PECO's distribution system.
- The customer's actual demand does not exceed its Capacity Reservation at any time.

**PILOT CAPACITY RESERVATION RIDER (CRR) continued**

PECO will rescind a violation notice if, within 30 calendar days of receiving the violation notice, a customer furnishes evidence showing that it operated its distributed generation units consistent with the mode of operations used to set the CRR during the period in question. If PECO is not satisfied that the information provided by the customer demonstrates that operated its distributed generation units consistent with the mode operations used to set the CRR Level, PECO may file a complaint with the Commission and the Commission's determination shall prevail on whether the notice of violation will be deemed to be confirmed. If a customer does not furnish such evidence within 30 calendar days of receiving the violation notice, the violation notice is confirmed.

If a customer receives two confirmed violation notices within a 24-month period; the customer's going-forward CRR for the next 12 months shall be set at levels based upon the actual operations that led to the violation notice. Thereafter, the CRR may be reset to a lower levels only upon the customer demonstrating that it has made material changes to its mode of operations to allow it to operate in the then-described manner.

**PENALTY AND RESET FOR FAILURE TO SHED LOAD.**

For customers with a Capacity Reservation CRR Level or both that were set in whole or part based upon Ability to Shed Load, the following penalty and reset provisions shall apply:

- **Penalty:** If the customer's generator goes offline and the customer does not shed load as agreed upon the customer will be assessed a "Failure to Shed Load" Penalty" calculated by determining the amount of load that the customer agreed to shed, but did not shed, and applying a penalty charge equal to 125% of the full demand charge in the prevailing rate to that amount of load on the first such occurrence, and 150% of the full demand charge in the prevailing rate to that amount of load for the second and subsequent occurrences, for the month in which the load shedding did not occur.
- **Reset:** The customer's going-forward Capacity Reservation and CRR Level for the next 12 months shall be set at a level based upon the actual operations that occurred during the failure to shed load. Alternatively, the customer can opt to pay PECO for the actual cost of the required upgrades to PECO's distribution facilities to allow the customer to use delivery service at the higher operating level during outages in accordance with PECO's line extension policy (Tariff Rule 7.2). Thereafter, these amounts may be reset to a lower level only upon the customer demonstrating that it has made material changes to its mode of operations to allow it to operate in the then-described manner.

**TEMPORARY DISCONNECTION OF CUSTOMER SERVICE.**

PECO shall have the right to temporarily disconnect the customer on an emergency basis if, in PECO's opinion, the customer's failure to shed load as agreed creates a risk to PECO's distribution system or service to other customers.

**BINDING LEGAL DUTY.**

A CRR customer whose CRR Level is set at negotiated level based in whole or part upon the customer's representation that it has an Ability to Shed Load will be deemed to have a binding legal duty to shed such load.

**RATE AND BILLING.**

Subject to the Minimum Charge Provisions below, the demand charges under the customer's underlying applicable Base Rate of GS, HT, PD, and EP apply to the billing demand determined under the CRR.

Customers will be billed monthly their CRR Level plus actual electric demand and usage except as follow below:

For customers who reserve capacity due only to Parallel Generation, if such customer's actual registered demand is greater than the customer's Uncovered Demand for a given month, then, for that month only, the CRR Level used to calculate the customer's bill will be reduced by an amount equal to such difference, but in no event will the CRR Level be less than zero.

For customers who reserve capacity for business growth or expansion, if the customer's actual registered demand in a given month includes any portion of the CRR Level contracted for expansion for that month, then, for that month only, the CRR Level used to calculate the customer's bill will be reduced by an amount equal to said portion, but in no event will the CRR Level be less than zero.



**PILOT CAPACITY RESERVATION RIDER (CRR) continued****MINIMUM CHARGE.**

Subject to the Rate And Billing provisions above the monthly minimum charge under the customer's underlying applicable Base Rate of GS, HT, PD, and EP will be calculated based on the minimum demand determined in accordance with the CRR. .

The monthly minimum demand charge for a customer reserving capacity due only to Parallel Generation will be the greater of:

1. The demand as registered by the customer's meter;
2. An amount equal to the customer's CRR Level, plus 40% of the customer's Uncovered Demand or
3. Any designated contract minimum.

The monthly minimum demand for a customer reserving capacity due only to new business growth or expansion will be an amount equal to the customer's CRR Level, plus 40% of the customer's Uncovered Demand

The monthly minimum customer charge will be determined by applying the minimum demand to the applicable demand charge for the Customer's underlying applicable Base Rate.

**TERM OF CONTRACT.**

The term of a CRR contract shall be three years for all non-negotiated CRR applications. For negotiated CRR Levels, the contract term shall be negotiated. There is no right to automatic renewal of a CRR; upon the expiration of the contract term, the Company will review available capacity on its system and, if such capacity is available, the parties will enter into a new CRR contract using the procedures set forth above.

**CUSTOMER ASSISTANCE PROGRAM (CAP) RIDER****AVAILABILITY.**

To payment-troubled customers who are currently served under or otherwise qualify for Rate R, or RH (excluding multiple dwelling unit buildings consisting of two to five dwelling units). Customers must apply for the rates contained in this rider and must demonstrate annual household gross income at or below 150% of the Federal Poverty guidelines. In addition, these customers will not be able to obtain Competitive Energy Supply.

Based on the applicable level of income, number of household members, and their historical usage CAP customers will receive a Fixed Credit Option ("FCO") based upon that individual household's need. The details of the FCO calculation can be found in the PECO Universal Service and Energy Conservation Plan at Docket No. M-2015-2507139.

**DISCOUNT LEVELS:** The Company will modify the level of discounts every quarter to adjust for changes in Customer usage as well as any Rate changes which may have occurred.

**CERTIFICATION/VERIFICATION** Prior to enrollment in the CAP Rider, and then again every two years, customers must verify, to PECO's satisfaction, that their household income level meets the "Availability" standards set forth in this Rider. Customers being considered for the CAP Rider will be required to:

- Provide information sufficient to demonstrate to PECO their household income level.
- Waive certain privacy rights to enable PECO to effectively conduct the above certification process.
- Participate in various energy education and conservation programs facilitated by PECO.

PECO may, at its sole discretion, supplement this verification process by using data from Commonwealth or federal government programs which demonstrate the income eligibility of its customers. Such data may come from a customer's participation in, or receipt of benefits from, the Low Income Home Energy Assistance Program, Temporary Assistance for Needy Families, Food Stamps, Supplemental Security Income, and Medicaid. Information available from the Pennsylvania Department of Revenue may also be used where appropriate to expedite the process.

**MINIMUM CHARGE.** The minimum charge per month will be the \$12 for Residential customers or \$30 for Residential Heating customers.

**ARREARAGE.**

Customers who qualify and are enrolled in CAP will have their pre-program arrearage ("PPA") forgiven if the Customer pays his / her new, discounted CAP bill on time and in full each month. With every full and on-time monthly payment, one-twelfth of the PPA will be forgiven. If the customer develops any in-program arrearage while on the CAP Rate-- that is, if the customer does not pay the entire outstanding balance -- then preprogram arrearage forgiveness will not resume until the first month in which the full outstanding balance is paid.

**CASUALTY RIDER****AVAILABILITY/APPLICABILITY.**

To service provided during a period when a customer is prevented for a length of time in excess of 48 hours from using all or a substantial part of the amount contracted for by reason of strike, riot, fire, storm, flood, drought, interference by civil or military authorities, or any other cause beyond the customer's control ("Period of Interruption").

**NOTICE REQUIRED.**

Written request shall be made to the Company for the application of this rider with advice as to the extent of the interruption, its date, cause and probable duration. Written requests must be submitted to the Company within 30 calendar days after the end of the Period of interruption.

**RATE IMPACT.**

During Periods of Interruption, PECO Energy will not apply guarantees of revenue (power factor adjustment, minimum billing demand, and contract minimum) as contained in the customer's Contract, but will apply the actual registered demand. If the customer receives Default Service, the terms of this rider shall not apply to the Energy Supply Charge.

**BILLS PRORATED.**

Bills supplied shall be prorated, based upon the actual level of operation during the Period of Interruption.

**RETURN TO NORMAL USE.**

The customer shall use reasonable diligence in resuming the use of service as provided in the Contract.

**TERM OF CONTRACT.**

The initial contract term shall be extended for a period equal to the Period of Interruption so that the Company shall secure a working term at full connected load equal to the term of the Contract.

**CONSTRUCTION RIDER****AVAILABILITY/APPLICABILITY.**

To service provided during or immediately following a major construction or expansion period or during a receding load period, after the expiration of the initial contract term, while a business is in process of dissolution. A major construction or expansion period is defined as a construction or expansion project undertaken by the customer which upon completion will require an upward modification of the customer's contract limits.

**RATE IMPACT.**

During the expanding load period preceding the operation within the load limits provided in the contract or the receding load period subsequent to the fulfillment of the initial contract term, PECO Energy will not apply the following guarantees of revenue: power factor adjustment, minimum billing demand, and contract minimum. If the customer receives Default Service, the terms of this rider shall not apply to the Energy Supply Charge.

**RIDER TERM.**

The total term of application of this rider during the preliminary or construction period shall be 6 months subject to the option of the Company to grant not more than three successive renewals of the rider term on major construction projects. Its application during a receding load period subsequent to the completion of an initial contract term shall be for not more than one year.

**TERM OF CONTRACT.**

The initial contract term for service to expanding locations to which this rider is applied shall be extended for a period corresponding to the total number of months this rider is applied to the customer's bill during construction or expansion of the customer's facility.

**OTHER RIDERS.**

This rider, when applied to service to temporary installations to which the Temporary Service Rider is also applied, shall not operate as a waiver of the requirement that monthly minimum charges be paid for a period of not less than 6 months.

For customers taking service under PECO's Capacity Reservation Rider (CRR), the terms of the Construction Rider shall only apply to actual demand for load behind the meter that is not covered by the CRR Level, as defined within the terms and conditions of the CRR.

**ECONOMIC DEVELOPMENT RIDER**

**AVAILABILITY/APPLICABILITY.** This rider is available to customers taking distribution service under Rate HT, PD, or GS. For new services, the customer must have a projected load of at least 350 kW and must apply for the rider prior to the service being energized. For existing services, the customer must have a peak load of at least 350 kW and apply for the rider before the load growth occurs. The Company will not begin to apply the rider until at least 30 days after the customer provides to the Company written notice of its desire to be placed on the rider. Customers can qualify for this rider through provisions of either I-A, I-B, IC; or II below. This Rider shall be available to customers regardless of whether the energy is purchased under default service rates or through an EGS.

- I. **EMPLOYMENT & LOAD GROWTH:** designed to encourage growth in all sectors of the industrial and commercial group, customers can qualify by meeting the appropriate requirements below.
  - A. **QUALIFICATIONS.**
    1. Manufacturing Customers
      - a. The New Manufacturing Customer or existing manufacturing customer files with the Company, before the effective date of the rider for the Service Location, a Manufacturing Sales Tax Exemption Certificate, as defined below, for the Service Location. This condition is waived for Stevedoring Operations located within a Port Enterprise Development Area as defined in Title 12, Chapter 121 of the Pennsylvania Code.
      - b. The existing manufacturing customer files with the Company copies of the Base Period Employment Reports as defined below, for the Service Location.
      - c. For existing locations has already demonstrated a minimum 10 new jobs and a sustained increase in usage (minimum of 100 kW for at least 3 months) over the Base Period, as defined below. The Company reserves the right to request documentation to demonstrate that employment levels have been maintained over the course of eligibility for this rider.
    2. Brownfield Redevelopment
      - a. A new or existing customer who develops a site designated as a Brownfield Site (defined below) and demonstrates a minimum of 100 kW of new or incremental load.
  - B. **RATE REDUCTION.** The rate reduction will be applicable to the customer's base bill for the Qualifying Service Location before the application of the State Tax Adjustment, Federal Tax Adjustment Credit and Nuclear Decommissioning Cost Adjustment. Any customer will not be eligible for the rate reduction in any month in which the customer has an unpaid balance which includes late payment charges.
    1. Monthly Eligibility – The Company reserves the right to require updated documentation in order for the customer to remain eligible for the rider.
    2. A credit equivalent to 15% of the customer's Variable Distribution Service Charge ("VDC"). For New Manufacturing locations or Brownfield Redevelopment the credit will apply to all kW of the VDC. For all existing customers the credit will apply to all incremental kW of the VDC.
- II. **COMPETITIVE ALTERNATIVE:** any manufacturing or non-manufacturing customer with a viable competitive alternative to service from PECO may be eligible for benefits as outlined below.
  - A. **QUALIFICATIONS.**
    1. Provide documentation of a viable, currently available competitive alternative to service from PECO. The customer must provide a written description of the competitive alternative and any further information that the Company requires in order to document the cost and demonstrate the viability of the customer's competitive alternative, and
    2. Demonstrate a sustained increase in load (1MW minimum month over month for 3 months) as measured on PECO's meter, or a demonstrated retention of at least 1MW of load and,
    3. Demonstrate increasing employment of 10 jobs/MW as reported out on PA Form UC-2, or demonstrated retention of at least 10 jobs/MW of load retained for the same period as #2.
  - B. **RATE REDUCTION.** The rate reduction will be applicable to the customer's base bill for the Qualifying Service Location before the application of the State Tax Adjustment and Nuclear Decommissioning Cost Adjustment.
    1. Any customer will not be eligible for the rate reduction in any month in which the customer has an unpaid balance which includes late payment charges. The Company shall be the sole judge of any customer's eligibility for any rate negotiated rate reduction.
    2. Any qualifying existing or new customer may qualify for a negotiated decrease in VDC charges of up to 15% to meet the customer's documented competitive alternative. The rate reduction and payment terms for service may be negotiated and specified in the applicable service agreement. Unless the service agreement provides specific terms governing the billing of charges, Section 17. Billing and Standard Payment Options of the Rules and Regulations of the Tariff shall apply. The Company reserves the right to require updated documentation in order for the customer to remain eligible for the rider.

**ECONOMIC DEVELOPMENT RIDER (continued)****DEFINITIONS.**

1. **Service Location.** A single or contiguous premises having one or more delivery points for distribution service billed by the Company under a single account
2. **New Manufacturing Customer.** The Company has not previously provided service to the Service Location, or the service previously provided by the Company to the Service Location was not used for substantially the same type of operation or was terminated at least twelve (12) months before the customer's contractually specified effective date for service under this rider. This condition is waived for existing service locations where an entity has assumed operation of a service location from a customer which has ceased operations as a result of dissolution, so long as the formation of the entity did not occur as a result of merger, joint venture, acquisition and/or any other variation of combined business structures with the former customer at the service location. In any event, the completed application for the rider must be made within 6 months from the later of the date: (1) the customer first received service from the Company; or (2) the date the customer received its sales tax exemption certificate from the Commonwealth of Pennsylvania
3. **Manufacturing Sales Tax Exemption Certificate.** Pennsylvania Sales Tax Blanket Exemption Certificate filed by the customer with the Company showing the address of the Service Location and certifying that more than fifty (50) percent (on an annual basis) of the service purchased by the customer for the Service Location is exempt from sales tax because it is used in manufacturing operations, shipbuilding operations, or ship cleaning operations.
4. **Employment Report.** The "Employer's Report for Unemployment Compensation" (PA Form UC-2) as filed by the customer with the Office of Employment Security, Department of Labor and Industry, Commonwealth of Pennsylvania.
5. **Base Period.** The twelve (12) month period immediately preceding the billing month in which the customer provides the Company written notice of its desire to be placed on the rider. If the customer does not then qualify for the rider within 60 days of the written notice, then the base period will be the twelve month period immediately preceding the billing period for which this rider is first applied to the customer's bills.
6. **Base Period Employment Reports.** The Employment Reports for all quarterly reporting periods, as defined by 43 P.S. 753 [d], in the Base Period
7. **Base Period Employees.** The arithmetic mean of the number of employees each month as reported on the applicable Base Period Employment Report. An adjustment will be made to normalize Base Period Employees in quarters during which either the Casualty or Construction Rider was in effect for the Service Location.
8. **Base Period Energy.** The number of kilowatt-hours used by the customer for service to the Qualifying Service Location during each month of the Base Period. An adjustment will be made to normalize usage in months during which the Construction or Casualty rider was in effect.
9. **Current Employment Report.** The Employment Report covering the calendar month immediately following the Base Period as defined by 43 P.S. 753 [d]. The customer may submit an updated Employment Report at any time to reflect increases in Current Period Employees replacing and superseding the original report. The Company reserves the right to request an updated Employment Report at any time which may reflect increases or decreases in Current Period Employees replacing and superseding the original report.
10. **Current Period Employees.** The arithmetic mean of the number of employees each month as reported on the Current Employment Report.
11. **Brownfield Site.** Refers to real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. Requires documentation either by providing a copy of the pertinent sections of the ASTM E1903-97 Phase II Site Assessment documenting the site contamination or by providing a letter from a local, state or federal regulatory agency confirming the site is classified as a Brownfield by that agency.

**TERM OF CONTRACT.** This rider shall be in effect for either a period of five years provided that the customer maintains qualification for the duration of that time.

**RENEWAL.** A customer may renew the rider at any time in accordance with the terms and provisions of the rider as it applies to Qualifying Existing Service Locations. For renewal customers, the Base Period Energy for any month of the new Base Period shall not be less than the Base Period Energy of the corresponding month of the customer's previous Base Period. The Term of Contract for the renewal shall begin on the date on which the renewal of the rider is first applied based on the new Base Period.

**TRANSFER OF OWNERSHIP.** The Company will only apply the rider to the customer's bills for the term of contract. If, during the term of contract, the ownership of the service location changes, the Company may continue to apply the rider to the new owner's bills for the Service Location. If the Company continues to apply the rider in such circumstances, the Company shall apply the rider to the new owner's bills for the Service Location as if the new owner had been on the rider for the Service Location for the same period of time as was the previous owner.

**ELECTRIC VEHICLE DCFC PILOT RIDER (EV-FC)****AVAILABILITY/APPLICABILITY.**

Applicable to a service that includes at least one permanently connected and publicly available (workplace fleet and public transit) Public Direct Current Fast Charger ("DCFC") served under Rate GS, PD, or HT installed on or after July 1<sup>st</sup>, 2019. The Company may apply this rider to either a stand-alone metered DCFC or to a DCFC served as part of an existing service.

The pilot will begin on July 1, 2019 and continue for five years, expiring on June 30, 2024.

The owner of the DCFC shall be responsible for all applicable Tariff rates, fees and charges. The Electric Vehicle owner using the DCFC shall be responsible for all fees imposed by the owner of the station for charging the electric vehicle.

The DCFC is exempt from resale provisions as outlined in Tariff Rule 13.1 and in accordance with the Commission's Policy Statement at Docket No. M-2017-2604382.

**DEFINITIONS.**

Electric Vehicle (EV) – Any vehicle licensed to operate on public roadways that is propelled in whole or in part by electrical energy stored on-board for the purpose of propulsion. Types of electric vehicles include, but are not limited to, plug-in hybrid electric vehicles and battery electric vehicles.

Electric Vehicle Supply Equipment (EVSE) – A device which permits the transfer of electric energy (by conductive or inductive means) to a battery or other energy storage device in an EV.

Public Direct Current Fast Charger (DCFC) – A high powered, publicly available (including workplace fleet and public transit) EVSE solely dedicated to recharging an EV's battery via the use of direct current, inductive charging, or other EV charging technology with equivalent capabilities. To be considered publicly available, the DCFC must be located along a public roadway corridor, at a public charging location, at a multi-dwelling unit (MDU) residential building at a public transit charging location, or at a workplace for fleet or customer charging.

**INSTALLATION AND ENROLLMENT.**

The Company shall provide service based on the DCFC's nameplate capacity rating when the Company has available distribution facilities with sufficient capacity, and if the provision of service will not in any way interfere with service to other customers.

Electric Vehicle charging stations shall be constructed in accordance with the Company's service installation policies contained in its Electric Service Requirements Manual ("Blue Book"), a copy of which may be found at [www.peco.com](http://www.peco.com). The customer, who may be either the owner or the host of a third-party owned DCFC, shall notify the Company at least one hundred twenty (120) days in advance of the planned installation date and may be required to install metering for the station as determined by the Company.

The station must be designed to protect for back flow of electricity to the Company's electrical distribution circuit. The owner of the DCFC is responsible for maintaining a safe operating environment for the device(s). The Company shall not be liable for any damage or injury, including any consequential damage, resulting from the operation of the DCFC.

The Customer may be responsible to submit an application and documentation of the completed DCFC installation to the Company in order to become eligible for the rider.

**TRANSFER OF OWNERSHIP**

If, during the term of contract, the ownership of the service location changes, the Company may continue to apply the rider to the new owner's bills for the Service Location. If the Company continues to apply the rider in such circumstances, the Company shall apply the rider to the new owner's bills for the Service Location as if the new owner had been on the rider for the Service Location for the same period of time as was the previous owner.

**MISCELLANEOUS GENERAL PROVISIONS.**

If the owner requests that service to the DCFC be permanently disconnected, the Company reserves the right to charge that owner for the removal of any required facilities and equipment previously required to furnish service to the DCFC. Such payment by the owner shall not confer upon, nor entitle the customer to any title to, or right of property in, said facilities and equipment.

Pilot participants will be required to provide data for all DCFCs connected to the PECO system and not separately metered in order to allow PECO to investigate the development of future DCFC rates. This data will include, for each DCFC: the number installed, the number of charging ports, the nameplate capacity (in kW), hourly and monthly usage (kWh), and the hourly and monthly demand (kW).

**RATE IMPACT.**

All terms and guarantees of the applicable Base Rate are applicable. The Company shall calculate and apply a fixed demand (kW) credit, initially equal to 50% of the combined maximum nameplate capacity rating for all DCFCs connected to the service, to the customer's billed distribution demand. At no time will the billing demand be less than the minimum demand applicable under the provisions of the applicable Base Rate. The Company reserves the right to reduce the demand credit based on a comparison of the customer's peak demands before and after installation of the DCFC.

If the customer receives Default PLR Service, the terms of this rider shall not also apply to the Energy Supply Charge.

**ELECTRIC VEHICLE DCFC PILOT RIDER (EV-FC) (continued)****OTHER RIDERS.**

This rider, when applied to service to temporary installations to which the Temporary Service Rider is also applied, shall not operate as a waiver of the requirement that monthly minimum charges be paid for a period of not less than 6 months.

**TERM OF CONTRACT.**

The Company shall provide this credit for no more than 36 months from the date of enrollment or until the conclusion date of the pilot, whichever comes first. There is no right to automatic renewal. Extended participation may be possible and could be predicated on future regulatory directives as yet to be determined.



**EMERGENCY ENERGY CONSERVATION RIDER****AVAILABILITY/APPLICABILITY.**

This rider is applicable in conjunction with Tariff Rule 12.3 relating to mandatory emergency energy conservation. It provides for modifications to the charges and practices otherwise applicable to certain customers as a result of compliance with or non-compliance with energy conservation curtailment levels as mandated by the appropriate governmental authority under emergency energy conservation conditions resulting from actual or potential shortage of fuel for electric generation. This rider is applicable to individual electric customer accounts served under Rates EP and HT, with a billing demand of 2,000 kilowatts or higher, in a recent twelve-month period prior to the emergency conservation condition. Customers designated by the procedures of Tariff Rule 12.3 and by the Pennsylvania Public Utility Commission, will be exempt from the provisions of this rider.

**BASE PERIOD ENERGY USE.**

The base energy use for a weekly period shall be determined by the Company for each applicable customer account based upon a consideration of the customer's actual past or current electric consumption and the customer's existing operations.

**MANDATORY CURTAILMENT ENERGY USE LEVEL TARGET.**

The mandatory curtailment energy use level target for each applicable customer shall be that percentage of base period energy use ordered pursuant to the emergency energy conservation procedures provided by Tariff Rule 12.3 or other percentage as a result of the order of appropriate governmental authority.

**COMPLIANCE.**

When the energy consumption in any weekly period during the period of mandatory curtailment exceeds the mandatory curtailment energy use level target, the customer will be deemed to be in non-compliance. Customers deemed to be in non-compliance will not receive the billing modifications as set forth in this rider. In the event of continued non-compliance, the Company, upon notice to the Commission, may discontinue service.

**BILLING FOR CUSTOMERS IN COMPLIANCE.**

During the period of emergency energy conservation condition, billing will be based on special meter readings made to identify the demand established and energy using during the current energy use period. Customers in compliance with conservation orders will be excused from minimum bills and historical or contract demand or ratchet provisions and will be billed instead on the basis of current consumption and demand whenever the normal calculation method would produce a greater bill. If the customer receives Default Service, the terms of this rider shall not apply to the Energy Supply Charge.

These customers will be individually notified of this special billing provision before the implementation of the emergency energy conservation procedure.

**INVESTMENT RETURN GUARANTEE RIDER****AVAILABILITY/APPLICABILITY.**

To contracts which require investment in supply facilities greater than warranted by the incremental revenue recovered through the Company's tariffed Variable Distribution Service Charges of the Base Rate under which PECO Energy provides service.

**COST OF EXTENSION.**

The cost of the extension of supply facilities, including the cost of the service connection, shall be set forth in each agreement for the application of this rider.

**MINIMUM GUARANTEE.**

The minimum monthly payment shall be the amount set forth in the rider agreement or, in the event of later increases of the customer's load, the minimum of the rate at which service is rendered, whichever minimum obligation is the greater.

**CONSTRUCTION ADVANCES.**

Where the service desired is of a special character or doubtful permanency, the Company will require payment of a sum equal to the cost of the extension as an advance for construction. A credit of 20% of the net amount of the customer's revenue recovered through the Company's tariffed Variable Distribution Service Charges will be allowed by the Company up to an aggregate refund of 100% of such sum, with the right to retain such portion of the advance as needed to guarantee the payment of subsequent bills.

**FULFILLMENT OF CONTRACT TERM.**

In the event of the discontinuance for any reason of the distribution of energy before the expiration of the term of the contract with which this rider is applied, the customer shall pay the Company immediately thereon a pro rata share of the cost of the extension for the unexpired portion of the contract term.

**OWNERSHIP OF DISTRIBUTION SUPPLY FACILITIES.**

The provisions of this rider shall not under any circumstances be considered as conferring upon the customer any title to, or right of property in, the distribution supply facilities.

**CONTRACT TERM.**

Contract terms in excess of one year may be arranged with the customer to assure the return required by the investment in distribution supply facilities.

**NIGHT SERVICE GS RIDER**

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

**AVAILABILITY/APPLICABILITY.**

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

**DEFINITION OF PEAK HOURS.**

On-Peak Hours are defined as the hours between 8:00 am and 8:00 pm, Eastern Standard Time or Daylight Savings Time, whichever is in common use, daily except Saturdays, Sundays and holidays; except that the On-Peak

Hours will end at 4:00 pm on Fridays. Off-Peak Hours are defined as the hours other than those specified as On-Peak Hours.

**RATE IMPACT.**

Rate GS (with demand measurement), including all terms and guarantees, is applicable during On-Peak Hours. If the customer receives Default PLR Service, the terms of this rider shall not also apply to the Energy Supply Charge.

**MONTHLY RATE TABLE.**

Night Service billing and metering charge: \$19.06

Charge per kW of Off-Peak billing demand per month: \$2.94

STATE TAX ADJUSTMENT CLAUSE, DISTRIBUTION SYSTEM IMPROVEMENT CHARGE (DSIC), AND FEDERAL TAX ADJUSTMENT CREDIT APPLIES TO THIS RIDER.

**DETERMINATION OF OFF-PEAK BILLING DEMAND.**

The Off-Peak billing demand shall be the amount by which the greatest demand during Off-Peak Hours, as determined by measurement, exceeds the billing demand for On-Peak Hours, whether the latter is a minimum or an actual demand. The measured power factor used for power factor adjustment in accordance with Rule 15.3 shall be the power factor coincident with the customer's maximum measured demand during On-Peak hours.

**OTHER RIDERS.**

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

**TERM OF CONTRACT.**

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

**NIGHT SERVICE HT RIDER****AVAILABILITY/APPLICABILITY.**

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

**DEFINITION OF PEAK HOURS.**

On-Peak Hours are defined as the hours between 8:00 am and 8:00 pm, Eastern Standard Time or Daylight Savings Time, whichever is in common use, daily except Saturdays, Sundays and holidays; except that the On-Peak

Hours will end at 4:00 pm on Fridays. Off-Peak Hours are defined as the hours other than those specified as On-Peak Hours.

**RATE IMPACT.**

Rates HT or EP, including all terms and guarantees, are applicable during On-Peak Hours. If the customer receives Default PLR Service, the terms of this rider shall not apply to the Energy Supply Charge.

**MONTHLY RATE TABLE.**

Night Service billing and metering charge: \$11.39

Charge per kW of Off-Peak billing demand:

\$2.44 per month for Rate HT.

\$2.19 per month for Rate EP.

STATE TAX ADJUSTMENT CLAUSE, DISTRIBUTION SYSTEM IMPROVEMENT CHARGE (DSIC), AND FEDERAL TAX ADJUSTMENT CREDIT APPLIES TO THIS RIDER.

**DETERMINATION OF OFF-PEAK BILLING DEMAND.**

The Off-Peak billing demand shall be the amount by which the greatest demand during Off-Peak Hours, as determined by measurement, exceeds the billing demand for On-Peak Hours, whether the latter is a minimum or an actual demand. The measured power factor used for power factor adjustment in accordance with Rule 15.3 shall be the power factor coincident with the customer's maximum measured demand during On-Peak hours.

**OTHER RIDERS.**

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

**TERM OF CONTRACT.**

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

**NIGHT SERVICE PD RIDER****AVAILABILITY/APPLICABILITY.**

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

**DEFINITION OF PEAK HOURS.**

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

**RATE IMPACT.**

Rate PD, including all terms and guarantees, is applicable during On-Peak Hours. If the customer receives Default PLR Service, the terms of this rider shall not also apply to the Energy Supply Charge.

**MONTHLY RATE TABLE.**

Night Service billing and metering charge: \$11.39  
Charge per kW of Off-Peak billing demand per month: \$3.03

STATE TAX ADJUSTMENT CLAUSE, DISTRIBUTION SYSTEM IMPROVEMENT CHARGE (DSIC), AND FEDERAL TAX ADJUSTMENT CREDIT APPLIES TO THIS RIDER.

**DETERMINATION OF OFF-PEAK BILLING DEMAND.**

The Off-Peak billing demand shall be the amount by which the greatest demand during Off-Peak Hours, as determined by measurement, exceeds the billing demand for On-Peak Hours, whether the latter is a minimum or an actual demand, except that, when said greatest demand during Off-Peak Hours exceeds the demand specified for Off-Peak Hours, said greatest Off-Peak demand shall be reduced by the amount of the excess in determining the Off-Peak billing demand. The measured power factor used for power factor adjustment in accordance with Rule 15.3 shall be the power factor coincident with the customer's maximum measured demand during On-Peak hours.

**OTHER RIDERS.**

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

**TERM OF CONTRACT.**

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

**RECEIVERSHIP RIDER****AVAILABILITY/APPLICABILITY.**

To service provided to a Receiver-Trustee for the continued operation of a property formerly under contract for its electric service requirements.

**AUTHORITY FOR OPERATION.**

The Receiver-Trustee shall possess the authority under appointment by Court, through an order duly entered, to operate premises recited in a contract for electric service under which the Company has been providing service.

**ACCEPTANCE.**

The Receiver-Trustee shall accept and adopt for the continuation of service the contract theretofore in effect, including all of its provisions, and agree to pay the Company for all charges levied during the receivership-trusteeship at the rate specified therein.

**BILLING.**

The Company reserves the right to render bills on a biweekly basis. To provide for biweekly billing under this rider, the provisions of the applicable rate and rider, if any, will be modified as follows:

- (a) Where applicable, all references to monthly or month will be changed to biweekly or biweek.
- (b) Where applicable, capacity charges will first be determined from the pricing in the monthly rate table and such sum will then be multiplied by 14/30ths (0.4667) to determine the capacity charges for the billing period.
- (c) The energy charges will be determined by using the prices in the monthly rate table; however, the limit of the kilowatt-hours to be billed in each price block will be determined by multiplying the hours' use of billing demand for each price block or the kilowatt-hour limits of a given price block by 0.4667.
- (d) The high voltage discount applicable to Rate HT will be determined by using the pricing in the monthly rate table and such sum will then be multiplied by 0.4667 to determine the discount for the billing period.
- (e) The minimum charge will be determined on a monthly basis and such sum will then be multiplied by 0.4667 to determine the minimum charge for the billing period.
- (f) A discount of 0.4% will be applied to the total bill.
- (g) A bill will be rendered biweekly covering the charges for the preceding billing period and such bill shall be paid within fifteen (15) days after receipt thereof.

If the customer receives Default Service, the terms of this rider shall also apply to the Energy Supply Charge.

**TERM OF CONTRACT.**

The completion of the term of the contract taken over, or as terminated by the discharge of the Receiver-Trustee, or as arranged with the Receiver-Trustee for the continuation of service under the standard terms of this Tariff.

**TEMPORARY SERVICE RIDER****APPLICABILITY.**

To the provision of service, including builders construction service, when the Company must install temporary facilities that will be used for a limited period or for a service that is of doubtful permanency.

**AVAILABILITY.**

Temporary service will be provided only when the Company has available distribution facilities with sufficient capacity, and if the provision of service will not in any way interfere with service to other customers.

**INVESTMENT IN DISTRIBUTION FACILITIES.**

The cost of the extension and removal of facilities required to furnish the temporary service under the applicable rate shall be paid by the customer, but such payment shall not confer upon, nor entitle the customer to any title to, or right of property in, said facilities and equipment.

**MINIMUM TERM.**

Application of this rider to Rates R, R-H and GS shall not, for billing purposes, be considered to be for a period of less than one month.

Application of this rider to Rates PD and HT shall require payment of the minimum provisions of the contract for each month of the temporary service period, but in no case shall such period be considered, with respect to the guarantee of the monthly minimum charges, as of less duration than 6 months.

**RATE IMPACT.**

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

**TERM OF CONTRACT.**

Short term arrangements as agreed upon.