

Supplement No. ~~x~~ to  
Tariff Electric Pa. P.U.C. No. 1S

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PECO ENERGY COMPANY

ELECTRIC GENERATION SUPPLIER COORDINATION TARIFF

COMPANY OFFICE LOCATION

2301 Market Street

Philadelphia, Pennsylvania 19103

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**NOTICE.**



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**5.5 Provision for EGSs Serving Customers Participating in PECO Energy Company's (C) Customer Assistance Program ("CAP Customers").**

The Tariff provisions in this section apply to EGSs who provide Competitive Energy Supply to low-income customers participating in PECO Energy Company's Customer Assistance Program ("CAP"). The Company will provide notice, via an EDI 814 change transaction, when existing EGS customers enroll in or leave CAP ("CAP Change Notice").

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**5.5.1 Restrictions on CAP Customer Competitive Energy Supply Pricing.** Consistent with the Company's CAP Shopping Plan approved by the Commission at Docket No. P-2020-\_\_\_\_\_ ("Plan"), EGSs who provide Competitive Energy Supply to CAP Customers must charge the CAP Customers they serve a rate that does not exceed PECO's Price-To-Compare at all times during the contract. Additionally, EGSs shall not charge CAP customers any early termination, cancellation or other fees unrelated to Competitive Energy Supply. EGSs shall also comply with all other rules on arrangements with CAP Customers outlined in this Tariff and the Plan.

**5.5.2 EGS Notice for Entry and Exit for Serving CAP Customers.** EGSs who wish to provide Competitive Energy Supply to CAP customers must first submit a notice of intent to participate as a CAP supplier (a "CAP Notice"), in the form posted on the SUCCESS website, to the Company's Electric and Gas Choice department. The effective date of the CAP Notice will be the first day of the calendar month at least ten days after submission. EGSs that serve CAP Customers and opt to cease serving them must submit a CAP Notice of such intended discontinuance.

**5.5.3 Restrictions on CAP Customer Billing Options.** EGSs who provide Competitive Energy Supply to CAP Customers must bill using Consolidated EDC Billing with Purchase of Receivables.

**5.5.4 Contract Expiration and Change Notice Procedures for CAP Customers.** At the end of the CAP supplier contract, CAP suppliers and CAP Customers may take the following actions: renew the contract with their existing EGS at a new Tariff-compliant CAP rate consistent with applicable PaPUC requirements, switch to another supplier offering a Tariff-compliant CAP rate or return to Default PLR Service.

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**6.6 Line Losses.** For purposes of backcasting, scheduling and reconciliation in Sections 6-8 of this Tariff the following transmission and distribution line loss percentages will be utilized:

For Rates R, RH, ~~GS, SLP, SLS, SLE, SLC, TL, AL,~~ and POL, 10.31%; for Rate PD, 8.41%; and for Rates HT and EP, 3.97%, where wholesale energy requirements = delivered retail energy requirements x [ 1+ the line loss percentage)].

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Alternatively, for the purposes of determining the Generation Supply Adjustment line loss factor, the following transmission and distribution line loss percentages will be utilized:

For Rates R, RH, ~~GS, SLP, SLS, SLE, SLC, TL, AL,~~ and POL, 9.35%; for Rate PD, 7.76%; and for Rates HT and EP, 3.82%, where wholesale energy requirements = delivered retail energy requirements x [ 1/ (1 – the line loss percentage)].

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Wholesale energy obligations for PJM settlement purposes shall be reduced to the extent that PJM and/or the Company separately charge for line losses, such as for a portion or all of transmission line losses under a FERC jurisdictional tariff.

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Subject to the provisions of the partial settlement agreement and the Commission's final Order in Docket No. P-2009-2143607, an amount is deemed disputed if the Customer contacts PECO Energy questioning the charges on the bill and he/she does not agree with PECO's and/or EGS's position regarding the amount due for EGS charges. If the EGS charges are not in dispute, PECO Energy will remit all applicable monies due the EGS, even if the PECO Energy portion is disputed. A Customer's claim of the inability to pay shall not constitute a dispute for purposes of PECO's obligation to pay the EGS its undisputed charges.

10. PECO Energy will pay the EGS in accordance with the following schedule:

- a. Residential Rate Classes (Rates R, RH, CAP) - PECO Energy will send the EGS the amount of its undisputed EGS Charges, regardless of whether the Customer has paid PECO, within 25 calendar days from the date of the electronic transmission of the EGS Charges.
- b. Non Residential Rate Classes. - PECO Energy will send the EGS the amount of its undisputed EGS Charges within 20 calendar days from the date of the electronic transmission of the EGS Charges
- c. Payment will not be made to the EGS when EGS Charges are not received by PECO Energy within the specified time period, as explained in paragraph 6 above. Payment for these charges will be made according to the applicable schedule in the following month, if they are received within the appropriate time period along with the current month charges.
- d. PECO Energy will make payments of funds payable to the EGS by ACH with remittance advice to a bank designated by the EGS.
- e. If the day for payment of EGS charges falls on a weekend, a PECO holiday, or a bank holiday, the EGS payment will occur on the next business day.

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11. An EGS offering Consolidated EDC Billing to its Customers acknowledges and agrees that PECO is (a) entitled to receive and retain all payments from the EGS's Customers for purchased receivables, and (b) authorized to conduct collection activities and, if necessary, terminate its delivery service and the EGS's electric generation supply services to Customers whose accounts receivables were purchased and who fail to make payment of amounts due on the Consolidated EDC Bill, including the full amount of the purchased EGS receivables. Any Customer service termination shall be consistent with the provisions of Chapter 14 of the Pennsylvania Public Utility Code and Chapter 56 (or a successor chapter) of the Commission's regulations. Any Customer whose service is terminated for failure to pay Consolidated EDC Billing charges shall be reconnected to POLR service upon payment of the arrears that were subject to the termination (plus any applicable reconnection fees or deposits). The required payment for reconnection may include both distribution and EGS charges.

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9. The EGS will pay PECO Energy in accordance with the following schedule:

a. Residential Rate Classes (Rates R, RH, CAP) - The EGS will send (C) PECO Energy the amount of the undisputed PECO Charges within 25-calendar days from the date of the electronic transmission of the PECO Charges

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b. Non Residential Classes. - The EGS will send the PECO Energy the amount of its undisputed PECO Charges within 20-calendar days from the date of the electronic transmission of the PECO Charges.

c. Payment will not be made to PECO Energy when PECO Charges are not received by the EGS within the specified time period, as explained in paragraph 6 above. Payment for these charges will be made according to the applicable schedule in the following month, if they are received within the appropriate time period along with the current month charges.

d. The EGS will make payments of funds payable to PECO Energy by ACH with remittance advice to a bank designated by PECO.

10. Budget Billing. The EGS will include on its bill the budget amount for PECO Energy Customers who choose the budget billing option offered by PECO. The following process will apply:

If the EGS does not offer its own budget bill (and the Commission waives any applicable requirement):

- PECO Energy will transmit its BUDGET charges (including previous balance and current actual) to the EGS
- EGS places PECO BUDGET charges on the EGS bill
- EGS sends bill to Customer
- EGS pays PECO Energy within 25-calendar days for residential rate classes and 20-calendar days for non-residential rate classes for BUDGET charges
- Customer pays EGS for PECO BUDGET charges

Month 12 Process:

- PECO Energy transmits the previous balance (credit or debit) plus CURRENT charges

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