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January 27, 1999

JAN 27 1999

Mr. James McNulty, Acting Secretary  
Pennsylvania Public Utility Commission  
Room B-20, North Office Building  
Harrisburg, PA 17105-3265

PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

Subject: Filing with Federal Energy Commission (FERC)  
Service Agreement between PECO Energy and  
PP&L EnergyPlus Co.

Dear Mr. McNulty:

Enclosed for your information and records is a copy of a service agreement filed with the Federal Energy Regulatory Commission (FERC) between PECO Energy and PP&L EnergyPlus Co. dated January 19, 1999.

Also enclosed is the "Notice of Filing" as sent to FERC for publication in the Federal Register.

After this filing is accepted by the Commission and a rate schedule designation assigned, upon request copies will be forwarded to you.

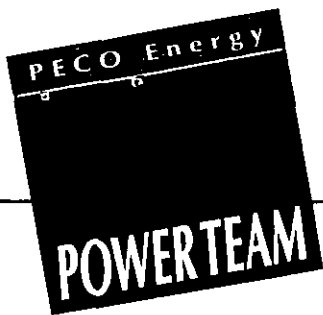
Sincerely,

Lin A. Johnson

LAJ:kd  
Enclosure

cc: A. A. Miller  
R. N. Spencer

Log -  
docket & ship  
orig docketing  
copies to  
FUS & LAJ  
Per Jim.



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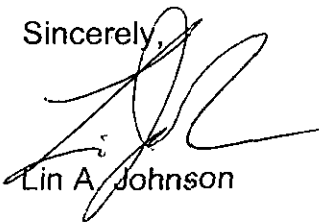
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Lin A. Johnson

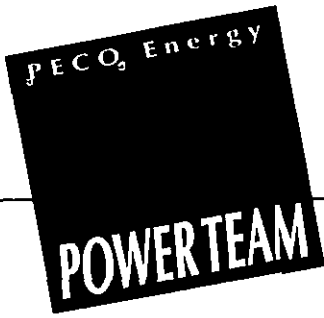
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LAJ:kd  
Enclosure

cc: A. A. Miller  
R. N. Spencer

SRE

MO



January 27, 1999

Mr. Linwood A. Watson, Jr.  
Acting Secretary  
Federal Energy Regulatory Commission  
888 First Street, N.E.  
Washington, DC 20426

Dear Mr. Watson:

Pursuant to Section 35 of the Federal Energy Regulatory Commission's ('FERC' or the 'Commission') regulations, 18 C.F.R. Section 35, PECO Energy Company ('PECO') hereby submits for filing an original and six copies of the following:

1. This transmittal letter,
2. A Service Agreement between PECO and PP&L EnergyPlus Co. ('PPLEP') dated January 19, 1999 ('Service Agreement'), and
3. A form of Notice of Filing suitable for publication in the Federal Register.
4. A single diskette with an electronic copy of the form of Notice of Filing.

Please date stamp one copy and return it to us in the enclosed self-addressed envelope.

This Service Agreement was entered into under PECO's FERC Electric Tariff Original Volume No. 1 ('Tariff'), which the Commission accepted for filing by letter order dated May 15, 1995 in Docket No. ER95-770-000. By executing the Service Agreement, PPLEP becomes a customer under the Tariff. Under the Tariff, PECO will from time to time, at its discretion, make energy available to PPLEP at negotiated rates.

Data to support PECO's cost of service are not supplied with the instant filing inasmuch as rate information is contained in the Tariff, not this Service Agreement, and cost support was submitted in Docket No. ER95-770-000. PECO and PPLEP will only enter into transactions under the Service Agreement when it is economically beneficial to both parties, so no meaningful estimate of transactions or revenues can be made. No facilities will be installed or modified as a result of the Service Agreement.

PECO requests waiver of the Commission's sixty-day notice requirement and an effective date for the Service Agreement of January 19, 1999. Waiver is

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FOLDER

January 27, 1999  
Page 2

appropriate in this case because the Service Agreement is under a tariff already on file and because the Service Agreement is being filed not more than thirty (30) days subsequent to the requested effective date.

Copies of this filing are being provided to PPLEP and to the Pennsylvania Public Utility Commission. All communications regarding this filing should be directed to the following individuals, whose names should be entered on the official service list maintained by the Secretary in this proceeding:

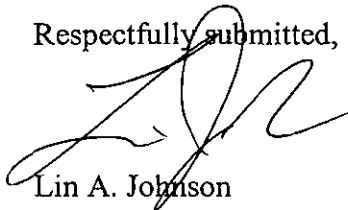
Lin A. Johnson  
PECO Energy Company  
2004 Renaissance Boulevard  
King of Prussia, Pennsylvania 19406  
610-292-6618

Marjorie Rosenbluth Philips  
PECO Energy Company  
2004 Renaissance Boulevard  
King of Prussia, Pennsylvania 19406  
610-292-6610

Manager - Electricity Trading  
PP&L EnergyPlus Co.  
Two North Ninth Street (GENTW20)  
Allentown, PA 18101-1179  
610-774-4657

Questions regarding this filing should be directed to the undersigned at 610-292-6618.

Respectfully submitted,



Lin A. Johnson

LAJ:kd  
Enclosures



## SERVICE AGREEMENT

This Agreement is entered into this 19<sup>th</sup> day of January, 1999, by and between PP&L EnergyPlus Co. ("PPLEP") and PECO Energy Company ("PECO"). In consideration of the mutual covenants and agreements herein, PPLEP and PECO (the "Parties") hereby agree as follows:

### Article 1. Service.

1.1 PECO agrees, during the term of this Agreement, to provide service to PPLEP, and PPLEP agrees to pay for such service, in accordance with PECO's Original Electric Tariff Volume No. 1 ("Tariff") on file with the Federal Energy Regulatory Commission ("FERC").

1.2 The terms and conditions of such service shall be governed by the Tariff, as it exists at the time of this Agreement or as subsequently amended. The Tariff as it exists or as subsequently amended is incorporated in this Agreement by reference.

1.3 In executing this Agreement, neither PECO nor PPLEP commits to enter into any individual Transaction.

### Article 2. Effective Date and Term of Agreement.

2.1 This Agreement shall become effective when it has been accepted for filing by order of FERC under the Federal Power Act, in which case the Effective Date of this Agreement shall be as specified in the said FERC order. However, if FERC or any reviewing court, in such order or in any separate order, imposes any condition, limitation or qualification under any of the provisions of the Federal Power Act which, individually or in the aggregate, PECO determines to be adverse to PECO, then PECO may, at its option, terminate or renegotiate the terms of this Agreement in light of such FERC or court action. Each Party will use its best efforts to take, or cause to be taken, all actions requisite to obtain the necessary approvals so that this Agreement shall become effective as provided herein at the earliest practicable date.

2.2 This Agreement shall remain effective until terminated by either Party on thirty (30) days written notice.

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**DOCKETED**  
FEB 03 1999

Effective: \_\_\_\_\_

**Article 3. Notice.**

3.1 Any notice given pursuant to this Agreement or the Tariff shall be in writing and delivered to the following

If to PECO:

Marjorie R. Philips, Esq.  
PECO Energy Company - Power Team  
2004 Renaissance Boulevard  
King of Prussia, PA 19406

If to PPLEP: PP&L EnergyPlus Co.  
Two North Ninth Street (GENTW20)  
Allentown, PA 18101-1179

Attn.: Manager-Electricity Trading

3.2 The names and address for notice to either Party may be changed at any time by written notice to the other Party.

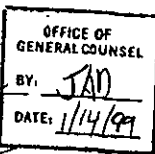
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective authorized officials as of the date first above written.

PP&L EnergyPlus Co.

by: John F. Cotter

Print Name: JOHN F. COTTER

Title: SR. VP MKTG.



PECO ENERGY COMPANY

by: Nancy J. Bessey  
Nancy J. Bessey  
President  
Power Team

Effective: \_\_\_\_\_