



An Exelon Company

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

Telephone 215.841.4000 ext 5777
Fax 215.841.6208
www.peco.com
dick.webster@peco-energy.com

PECO
2301 Market Street, 515
Philadelphia, PA 19103

RECEIVED

May 22, 2013

MAY 22 2013

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Post Office Box 3265
Harrisburg, PA 17105-3265

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Re: PECO Energy Company - Approval to Amend and Continue its Act 129 Phase II Energy Efficiency and Conservation Plan - Supplement No. 78 to Tariff Electric - Pa PUC No. 4 effective June 1, 2013, updating Commercial/Industrial Direct Load Control Program Rider and Residential Direct Load Control Program Rider at Docket No. M-2012-2333992

Dear Secretary Chiavetta:

Pursuant to the Opinion and Order entered at the Public Meeting on May 9, 2013 at Docket No. M-2012-2333992, PECO Energy Company's (PECO's) Act 129 Phase II Energy Efficiency and Conservation Plan, PECO is submitting Supplement No. 78 to Tariff Electric Pa. P.U.C. No. 4. After discussion with Commission Staff, this filing is being made on 10 days notice to ensure an effective date of June 1, 2013.

In this Supplement PECO is updating the Commercial/Industrial Direct Load Control Program Rider and the Residential Direct Load Control Program Rider to reflect the approved revisions to the program provisions, reduction in incentive credits and change in program operating dates to June 1, 2013 through May 31, 2014.

Thank you for your assistance in this matter and please direct any questions regarding the above to Richard Schlesinger, Manager, Retail Rates (215) 841-5771.

Sincerely,

Richard G. Webster, Jr. (RAS)

Copies to: C. Walker-Davis, Director, Office of Special Assistants
P. Diskin, Director, Bureau of Technical Utility Services
M. C. Lesney, Director, Bureau of Audits
J. E. Simms, Director, Bureau of Investigation & Enforcement
Office of Consumer Advocate
Office of Small Business Advocate
McNees, Wallace & Nurick

PECO Energy Company

Electric Service Tariff

COMPANY OFFICE LOCATION

2301 Market Street
Philadelphia, Pennsylvania 19101

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MAY 22 2013

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

For List of Communities Served, See Page 4.

Issued May 22, 2013

Effective June 1, 2013

ISSUED BY: C. L. Adams – President & CEO
PECO Energy Distribution Company
2301 MARKET STREET
PHILADELPHIA, PA. 19101

NOTICE.

LIST OF CHANGES MADE BY THIS SUPPLEMENT

COMMERCIAL/INDUSTRIAL DIRECT LOAD CONTROL PROGRAM (CDL) RIDER – 1st Revised Page No. 71A & 1st Revised Page No. 71B

Program provisions revised, incentive credit reduced and program operating dates changed to June 1, 2013 through May 31, 2014 in accordance with the Opinion and Order entered on May 9, 2013 at Docket No. M-2012-2333992.

RESIDENTIAL DIRECT LOAD CONTROL PROGRAM (DLC) RIDER – 2nd Revised Page No. 83A, 1st Revised Page No. 83B & 1st Revised Page No. 83C

Program provisions revised, incentive credit reduced and program operating dates changed to June 1, 2013 through May 31, 2014 in accordance with the Opinion and Order entered on May 9, 2013 at Docket No. M-2012-2333992.

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PECO Energy Company

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COMMERCIAL/INDUSTRIAL DIRECT LOAD CONTROL PROGRAM (DLC) RIDER

AVAILABILITY.

This rider is available to any small commercial or industrial retail customer with peak measured demands less than or equal to 100kW served under rates GS, PD, or HT that (a) is the owner of the premises at which service hereunder is to be provided; (b) is provided with electric service at such premises through a separate meter; (c) has a fully functional electric central air conditioning system(s) as the principal and dedicated source of air conditioning for such premises, the electric service for which is delivered by the Company through such separate meter and is (are) capable of accepting a programmable communicating thermostat(s) (PCT), as determined by the Company or its agent; (d) allows the Company to periodically control the PCT(s); and (e) is located at a premises where the Company's control signal can reach the connected unit.

For determining the initial eligibility of existing small commercial/industrial retail customers under this rider, the peak measured demand level will be calculated by a process similar to that as described in PECO's Default Service Program pursuant to Docket No. P-2008-2062739. For new customers, the peak measured demand level shall be based upon an engineering estimate of their diversified peak demand for a new facility or an existing facility with a substantially different use. A new customer in an existing facility shall be assigned the same peak measured demand level as the last customer in that facility.

Service hereunder is not restricted to commercial/industrial customers that obtain electric power and energy supply from the Company under Default Service.

Notwithstanding the previous provisions of this Availability section, the availability of this rider is limited by the ability of the Company and its agent to purchase and install the necessary controls needed to implement and administer the Commercial and Industrial Direct Load Control program (DLCP).

PROGRAM PROVISIONS.

The (DLCP) allows the Company to obtain temporary reductions in the electric power and energy demands on the electric delivery system located in its service territory through reductions in the commercial/industrial customers' electric power and energy usage requirements. The Company reserves the right to activate the DLCP for any reason, including (a) response to shortages of available capacity on the Company's distribution system; (b) response to shortages of available capacity on the transmission system located in the Company's service territory; (c) preservation of the availability of other load response resources; or (d) reduction of peak load. A commercial/industrial customer to which this rider is available that elects service hereunder is defined as a participant. An activation of the (DLCP) is defined as an event. (C)

During an event, a participant in the (DLCP) allows the Company to remotely control the PCT(s). The Company is allowed to exercise such control without notice at any time. Control events will be limited to the period beginning June 1 and extending through September 30 of each year, except holidays.

Event Performance:

During an event the Company is allowed to control the participant's PCT(s) for the total duration of the event.

A participant commences service hereunder on the date the Company inspects and approves the functionality of the participant's central air conditioning unit(s) and installs the programmable communicating thermostat(s).

(C) Indicates Change

COMMERCIAL/INDUSTRIAL DIRECT LOAD CONTROL PROGRAM (DLC) RIDER (continued)

INSTALLATION.

The PCT(s) is (are) an enabling technology necessary to participate in the (DLCP). The PCT(s) will be installed by the Company at its' sole expense (not to exceed the scope necessary to remove the old thermostat(s), and install the new PCT(s)). The Company will warrant the PCT(s) and installation for a period of one year from the date of original installation. After such time, the customer is responsible for any maintenance of the device and battery replacement, when (if required) to ensure the unit continues to operate. The participant is responsible for maintaining a safe operating environment for such device(s).

Testing & Verification:

The Company is allowed to inspect the PCT(s) at any time during normal business hours and without notice to insure such device(s) is (are) fully operational, and the participant grants the Company permission to enter upon its premises to conduct such inspections. If, in the course of such inspection, the Company determines that the participant interfered with the functionality of the device(s) in any way, (a) the participant is immediately removed from the (DLCP) and service hereunder is terminated, with such termination effective as of the date of the installation of such device(s) or of the most recent passing inspection, whichever is more recent; (b) all credits previously given to such participant since such effective termination date are immediately reimbursed by such participant to the Company; and (c) such participant is not eligible to take service hereunder or participate in the (DLCP) for a period of not less three (3) calendar years following such effective termination date.

For a situation in which the Company performs excessive maintenance or replacement of any remote control device(s) due to vandalism or other cause, the Company may remove the participant for which such device(s) is (are) provided from the (DLCP) and terminate service hereunder to such participant. In such situation, the Company may deny future participation in the (DLCP) to such participant.

COMPENSATION.

The Company provides a credit to the participant on each bill issued for the Summer Period (June through September for a total of 4 monthly credits), as defined in the Definitions part of the General Terms and Conditions of the Company's Schedule of Rates. The credit applied to such participant's bill corresponds with the Program option selected by such participant.

Programmable Communicating Thermostat Option: \$20.00 per bill per installed device for the summer (D)
billing period

The participant shall begin receiving the bill credit on the next appropriate bill cycle following a complete enrollment in the program. The total annual credit shall not exceed \$80.00 per PCT installed. Consistent with the terms in this tariff, incentives (D)
will be paid through October 31, 2013. (C)

The credit provided in accordance with this rider is separately stated on the participant's bill.

MISCELLANEOUS GENERAL PROVISIONS.

The Company is not liable for any damage or injury, including any consequential damage, resulting from the intentional or unintentional interruption of the operation of the participant's central air conditioning unit.

Provisions contained in this rider do not serve to modify the Company's rights contained in the General Terms and Conditions of the Company's Schedule of Rates.

TERMS OF CONTRACT.

The initial term of participation within this program shall end on May 31, 2014, but extended participation is possible, but (C)
predicated on future regulatory directives as yet to be determined. As the Company is providing the enabling technology device, PCT(s), for participation, there is an early termination provision (upon thirty days' written notice by either party). The Company reserves the right to modify the terms of this Rider at any time. Participants who have elected to terminate, can return to the program, but must wait 12 months before being permitted to do so.

(D) Indicates Decrease
(C) Indicates Change

RESIDENTIAL DIRECT LOAD CONTROL PROGRAM (DLC) RIDER

AVAILABILITY.

Central Air Conditioning Cycling Control Option:

This rider is available to any residential retail customer under rates R, RH, RS-2 and CAP that (a) is the owner of the premises at which service hereunder is to be provided (or can provide an authorization form from the owner); (b) is provided with electric service at such premises through a separate meter; (c) has a fully functional electric central air conditioning system (AC) as the principal and dedicated source of air conditioning for such premises, the electric service for which is delivered by the Company through such separate meter and is (are) capable of accepting a Company control device(s), as determined by the Company or its agent; (d) allows the Company to periodically cycle such AC compressor(s); and (e) is located at a premises where the Company's control signal can reach a control unit mounted near such connected unit. (C)

Electric Water Heater Control Option:

This rider is available to any residential retail customer under rates R, RH, RS-2 and CAP that (a) is the owner of the premises at which service hereunder is to be provided (or can provide an authorization form from the owner); (b) is provided with electric service at such premises through a separate meter; (c) has a fully functional electric water heater, the electric service for which is delivered by the Company through such separate meter and is (are) capable of accepting a Company control device(s), as determined by the Company or its agent; (d) allows the Company to periodically control such electric water heater(s); and (e) is located at a premises where the Company's control signal can reach a control unit mounted near such connected unit.

Service hereunder is not restricted to residential retail customers that obtain full requirements electric supply from the Company under Default Service.

Notwithstanding the previous provisions of this Availability section, the availability of this rider is limited by the ability of the Company and its agent to purchase and install the necessary controls needed to implement and administer the Residential Direct Load Control Program (DLCP).

PROGRAM PROVISIONS.

The DLCP allows the Company to obtain temporary reductions in the electric power and energy demands on the electric delivery system located in its service territory through reductions in residential retail customers' electric power and energy usage requirements. The Company reserves the right to activate the DLCP for any reason, including (a) response to shortages of available capacity on the Company's distribution system; (b) response to shortages of available capacity on the transmission system located in the Company's service territory; (c) preservation of the availability of other load response resources or (d) reduction of peak load. A residential retail customer to which this rider is available that elects service hereunder is defined as a participant. An activation of the DLCP is defined as an event. (C)

During an event, a participant in the DLCP allows the Company to remotely control the duty cycle of such participant's AC compressor(s) and/or control such participant's electric water heater(s). The Company is allowed to exercise such control without notice at any time. Control events will be limited to the period beginning June 1 and extending through September 30 of each year, except holidays.

Event Performance:

During an event, the Company is allowed to cycle the participant's AC compressor(s) for the full duration of the event, with such cycling performed so that the AC compressor(s) alternates every fifteen (15) minutes between being available for cooling and not being available for cooling.

(C) Denotes Change

RESIDENTIAL DIRECT LOAD CONTROL PROGRAM (RDLC) RIDER (continued)

During an event under the electric water heater control option, the Company is allowed to control the participant's electric water heater for the full duration of the event.

A participant commences service hereunder on the date the Company inspects and approves the functionality of the participant's AC compressor(s) and/or electric water heater and installs the remote control device(s).

INSTALLATION.

The Company or its agent installs the remote control device(s) used to cycle the AC compressor(s) and/or electric water heater(s), and the Company owns, operates, and maintains such device(s). The participant is responsible for maintaining a safe operating environment for such device(s). For a situation in which the participant replaces its AC compressor(s) and/or water heaters, the participant is responsible for providing the Company with adequate notice so that the Company has time to schedule the removal of such device(s) from the AC compressor(s) and/or water heater(s) being removed and the installation of such device(s) on the replacement AC compressor(s) and/or electric water heater(s).

Testing & Verification:

The Company is allowed to inspect the remote control device(s) at any time and without notice to insure such device(s) is (are) fully operational, and the participant grants the Company permission to enter upon its premises to conduct such inspections. If, in the course of such inspection, the Company determines that the participant interfered with the functionality of the device(s) in any way, (a) the participant is immediately removed from the (DLCP) and service hereunder is terminated, with such termination effective as of the date of the installation of such device(s) or of the most recent passing inspection, whichever is more recent; (b) all credits previously given to such participant since such effective termination date are immediately reimbursed by such participant to the Company; and (c) such participant is not eligible to take service hereunder or participate in the (DLCP) for a period of not less three (3) calendar years following such effective termination date.

For a situation in which the Company performs excessive maintenance or replacement of any remote control device(s) due to vandalism or other cause, the Company may remove the participant for which such device(s) is (are) provided from the (DLCP) and terminate service hereunder to such participant. In such situation, the Company may deny future participation in the (DLCP) to such participant.

COMPENSATION.

The Company provides a credit to the participant on each bill issued for the Summer Period (June 1 through September 30) for a total of 4 monthly credits. The credit applied to such participant's bill corresponds with the Program option selected by such participant.

Central AC Compressor Cycling Credit:	\$20.00 per bill per installed device for the summer billing period	(D)
Electric Water Heater Control Credit:	\$12.00 per bill per installed device for the summer billing period	

The participant shall begin receiving the bill credit on the next appropriate bill cycle following a complete enrollment in the program. The participant shall receive the applicable bill credit for each device installed. The total annual credit shall not exceed (a) \$80.00 per device installed on a AC compressor, and (b) \$48.00 per device installed on an electric water heater. Consistent with the terms in this tariff, incentives will be paid through October 31, 2013. (D) (C)

(D) Indicates Decrease
(C) Indicates Change

RESIDENTIAL DIRECT LOAD CONTROL PROGRAM (DLC) RIDER (continued)

The credit provided in accordance with this rider is separately stated on the participant's bill.

MISCELLANEOUS GENERAL PROVISIONS.

The Company or its agent will certify a participant's equipment prior to installation of a load control device. Any equipment determined to not meet the certification standards will be ineligible to participate in the DLCP. Eligible equipment includes fully functional central air conditioning systems and electric water heaters in good condition that are compatible with the load control technology used for the program. Window air conditioning units are not eligible for participation. (C)

The Company is not liable for any damage or injury, including any consequential damage, resulting from the intentional or unintentional interruption of the operation of the participant's AC compressor(s) and/or water heater(s). Only AC units are eligible for program participation. Window mounted air conditioners do not qualify.

Provisions contained in this rider do not serve to modify the Company's rights contained in the General Terms and Conditions of the Company's Schedule of Rates.

TERMS OF CONTRACT.

The initial term of participation within this program shall end on May 31, 2014, but extended participation is possible, but predicated on future regulatory directives as yet to be determined. The Company reserves the right to modify the terms of this Rider at any time. Participants who have elected to terminate, can return to the program, but must wait 12 months before being permitted to do so. (C)

(C) Indicates Change

From: (215) 841-5776
Anna Migliaccio
Exelon
2301 Market Street S15-2
Philadelphia, PA 19103

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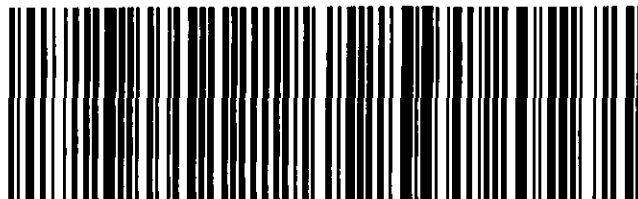
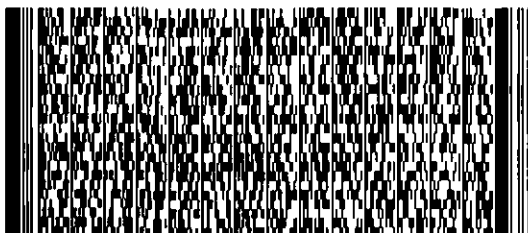
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