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FOUNDED 1866

November 4, 2015

Kimberly D. Bose
Secretary
Federal Energy Regulatory Commission
888 First St NE
Washington, DC 20426

Re: Commonwealth Edison Docket No. ER16-_____
Revisions to Attachment W and Attachment M-2 (ComEd)

Dear Ms. Bose:

Pursuant to Section 205 of the Federal Power Act ("FPA") and Part 35 of the regulations of the Federal Energy Regulatory Commission ("FERC" or "the Commission"), 18 C.F.R. Part 35, Section 9 of the PJM Interconnection, L.L.C. ("PJM") Open Access Transmission Tariff ("PJM Tariff") and Article 7 of the Consolidated Transmission Owners Agreement, PJM Rate Schedule No. 42, Commonwealth Edison Company ("ComEd"), submits for filing revisions to its Attachment W and Attachment M-2 (ComEd) to the PJM Tariff to incorporate administrative changes concerning retail access.¹ ComEd requests that the Commission accept the revisions to Attachment W and Attachment M-2 (ComEd), effective January 4, 2016.

I. Identification of Applicant

ComEd, an Illinois corporation, is an operating subsidiary of Exelon Corporation, a Pennsylvania corporation. ComEd maintains more than 91,000 miles of overhead and underground transmission and distribution facilities in northern Illinois, as well as transmission facilities in Northern Indiana owned by its subsidiary Commonwealth Edison Company of Indiana, and provides delivered electric power to more than 3.8 million customers. ComEd does not own any generation facilities. ComEd transferred operational control over its transmission facilities to PJM Interconnection, LLC ("PJM") on May 1, 2004.

¹ Pursuant to Order No. 714, this filing is submitted by PJM Interconnection, L.L.C. ("PJM") on behalf of ComEd as part of an XML filing package that conforms with the Commission's regulations. PJM has agreed to make all filings on behalf of the PJM Transmission Owners in order to retain administrative control over the PJM Tariff. Thus, ComEd has requested PJM submit these revisions to ComEd's Attachment M-2 and Attachment W.

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ComEd's retail electric service is regulated by the Illinois Commerce Commission ("ICC"), while PJM's provision of transmission service over its transmission facilities and its sales for resale of electric energy in interstate commerce are regulated by this Commission. ComEd serves as the Electric Distribution Company ("EDC") for the ComEd Zone, pursuant to the terms of the PJM Tariff. ComEd provides retail delivery service to retail electric suppliers in Illinois pursuant to ComEd's ICC-approved Rate RESS.

II. Persons to Whom Correspondence Should be Addressed

Stan Berman Sidley Austin LLP 701 Fifth Avenue, Suite 4200 Seattle, WA 98104 (206) 262-7681 (P) sberman@sidley.com Heather Curlee Sidley Austin LLP 1501 K Street NW Washington, DC 20005 (202) 736-8838 (P) hcurlee@sidley.com	Thomas J. Russell Assistant General Counsel Exelon Business Services Company 10 S. Dearborn St., 49th Fl. Chicago, IL 60603 thomas.russell@exeloncorp.com Christopher Wilson Director, Federal Regulatory Affairs Exelon Corporation 101 Constitution Ave. Suite 400 E Washington, DC 20001 FERCe-Filings@exeloncorp.com
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III. Background and Statement of Nature, Reasons and Basis for Filing

Pursuant to Attachment F-1, ComEd serves as the Electric Distribution Company ("EDC") for the ComEd Zone, and as such, has responsibilities to PJM in the event an Illinois Retail Electric Supplier defaults on its obligations to PJM or otherwise terminates its arrangement as a transmission supplier within PJM. In the course of auditing its EDC responsibilities, ComEd determined that Attachment W to the PJM tariff contains outdated information and may contain inconsistencies with other portions of the PJM tariff.

ComEd requests authorization from the Commission to remove any ComEd-specific provisions from Attachment W and flow any remaining provisions into ComEd's Attachment M-2. Attachment M-2 (ComEd) contains provisions detailing ComEd's EDC obligations, which includes ComEd's responsibilities in the event of a retail electric supplier default. These tariff revisions further administrative efficiency and ensure that the PJM tariff remains accurate and consistent.

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IV. Compliance with Commission Requirements

A. List of Documents Submitted

Applicants submit herewith:

1. This transmittal letter;
2. Marked Version of Attachment M-2 (ComEd) and Attachment W (Attachment 1); and
3. Clean Version of Attachment M-2 (ComEd) and Attachment W (Attachment 2).

B. Proposed Effective Date

Pursuant to Section 35.11 of the Commission's regulations, ComEd respectfully requests that the Commission accept the removal of Attachment W and the changes to Attachment M-2 (ComEd) effective January 4, 2016.

C. Designation

The enclosed tariff changes are included in Attachment M-2 (ComEd) under the PJM Tariff.

D. Section 205 Compliance Requirements

1. Names and Addresses of Person to Whom a Copy of this Filing has been Mailed

PJM has served a copy of this filing on all PJM Members and on all state utility regulatory commissions in the PJM Region by posting this filing electronically. In accordance with the Commission's regulations,² PJM will post a copy of this filing to the FERC filings section of its internet site, located at the following link: <http://www.pjm.com/documents/ferc-manuals/ferc-filings.aspx> with a specific link to the newly-filed document, and will send an e-mail on the same date as this filing to all PJM Members and all state utility regulatory commissions in the PJM Region³ alerting them that this filing has been made by PJM and is available by following such link. If the document is not immediately available by using the referenced link, the document will be available through the referenced link within 24 hours of the

² 18 C.F.R 35.2(3); 385.2010(f)(3).

³ PJM already maintains, updates and regularly uses e-mail lists for all PJM members and affected state commissions.

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filing. Also, a copy of this filing will be available on the Commission's eLibrary website located at the following link: <http://www.ferc.gov/docs-filing/elibrary.asp> in accordance with the Commission's regulations and Order No. 714.

2. Description of the Filing

A description of the filing is set forth above.

3. Statement of the Reasons for the Submission

This transmittal letter and the attachments explain the reasons for the filing.

4. Requisite Agreement

No agreement is required by contract for the filing of proposed changes.

5. Statement Regarding Inclusion of Any Expense of Costs in Cost of Service Statements that Have Been Alleged or Adjudged Illegal, Duplicative, or Unnecessary Costs that are Demonstrably the Product of Discriminatory Employment Practices

There are no costs included in this filing that have been alleged or adjudged in any administrative or judicial proceeding to be illegal, duplicative, or unnecessary costs, nor has any expense or cost been demonstrated to be the product of discriminatory or employment practices, within the meaning of Section 35.13(d)(3) of the Commission's regulations.

6. Cost of Service and Revenue Information to Support Filing and Request for Waiver

This rate schedule does not affect ComEd's transmission cost of service or transmission rate design. Applicants believe that they have provided sufficient information for the Commission to determine the reasonableness of the proposed changes. To the extent that this filing requires waivers of Section 35.13 of the Commission's regulations, Applicants respectfully request such waivers, including waivers of Section 35.13(c), (d), (e), and (h) of the Commission's regulations, 18 C.F.R. §§ 35.13(c), (d), (e), and (h). This filing, and the accompanying attachments, provides ample support for the Commission to accept the enclosed tariff revisions for filing. To the extent that this filing fails to contain any information otherwise required for technical compliance with the Commission's regulations, Applicants respectfully request that compliance with such regulations be waived.



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V. Conclusion

WHEREFORE, for the foregoing ComEd respectfully requests the Commission accept te removal of Attachment W and the enclosed changes to Attachment M-2 (ComEd), effective January 4, 2016.

Respectfully submitted,

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Enclosures

ATTACHMENT 1

Marked Tariff Sheets

ATTACHMENT M-2 (ComEd)

Determination of Capacity Peak Load Contributions, Network Service Peak Load Contributions, Daily Peak Load Obligation , Daily Network Service Peak Load Obligation, and Hourly Load Obligations

I. CAPACITY AND NETWORK SERVICE PEAK LOAD CONTRIBUTIONS

Section 1 PURPOSE

The purpose of Part I. is to describe the methodology used to determine capacity and network service peak load contributions for electric power and energy attributable to customers located in the ComEd Zone.

Section 2 DEFINITIONS

The following definitions are for use in this Attachment M-2. Capitalized terms used and not defined in this Attachment M-2 but defined in other provisions of the PJM OATT have the meaning given them under those provisions. Capitalized terms used in this Attachment M-2 that are not defined in it or elsewhere in the PJM OATT have the meanings customarily attributed to such terms by the electric utility industry in PJM.

- a) **Average ComEd Coincident Peak Load:** the average of the sum of the (i) five (5) ComEd Zonal Loads established during the PJM Five Peaks in a summer and (ii) the corresponding Load Drop Estimates for such PJM Five Peaks.
- b) **Average ComEd Peak Load:** the average of the five (5) ComEd Zonal Loads established during the ComEd Five Peaks in a summer.
- c) **Average Customer Coincident Peak Load:** the average of the sum of the (i) five (5) customer loads established during the PJM Five Peaks in a summer and (ii) the corresponding Load Drop Estimates for such customer, with such sum adjusted to include applicable distribution and transmission system losses.
- d) **Average Customer Peak Load:** the average of the five (5) loads established by the customer during the ComEd Five Peaks in a summer, with such loads adjusted to include applicable distribution and transmission system losses.
- e) **ComEd Five Peaks:** the five hours occurring on different calendar days in a summer during which the electric system served by ComEd experiences its five highest daily summer demands.
- f) **ComEd Weather Normalized Peak Load:** the expected ComEd Zonal Load at the time of the PJM system peak load in a summer under normal weather conditions as determined by PJM.
- g) **ComEd Peak Load:** the highest ComEd Zonal Load established for PJM network service in a summer.

- h) **ComEd Zonal Load:** the demand for electricity placed upon the interconnected electricity system operated by PJM that is attributable to customers located in the ComEd Zone.
- i) **Load Drop Estimate:** the kilowatt (kW) value attributable to curtailed demand as determined by PJM.
- j) **PJM Five Peaks:** the five hours occurring on different calendar days in a summer during which the electric system served by PJM experiences its five highest daily summer demands.
- k) **Summer:** the period beginning June 1 and extending through September 30 in a calendar year.

Section 3 DETERMINATION OF THE CAPACITY PEAK LOAD CONTRIBUTION

If a customer's Average Customer Coincident Peak Load for Year Y is greater than or equal to such customer's Average Customer Peak Load for Year Y, then such customer's capacity peak load contribution (CPLC) for year Y+1 is equal to such customer's Average Customer Coincident Peak Load for Year Y.

If a customer's Average Customer Coincident Peak Load for Year Y is less than such customer's Average Customer Peak Load for Year Y, then such customer's CPLC for year Y+1 is determined in accordance with the following equation:

$$CPLC_{Y+1} = ACustCPL_Y + (ComEdNPL_Y - AComEdCPL_Y) \times \frac{ACustPL_Y - ACustCPL_Y}{\sum_{5Pc} (ACustPL_Y - ACustCPL_Y)}$$

Where:

$CPLC_{Y+1}$ = Capacity Peak Load Contribution for the customer, in kW, applicable for the period beginning with June in Year Y+1 and extending through May in Year Y+2.

$ACustCPL_Y$ = Average Customer Coincident Peak Load for the customer for Year Y, in kW.

$ACustPL_Y$ = Average Customer Peak Load for the customer for Year Y, in kW.

$ComEdNPL_Y$ = ComEd Weather Normalized Peak Load for Year Y, in kW.

$AComEdCPL_Y$ = Average ComEd Coincident Peak Load for Year Y, in kW.

$\sum_{5Pc}$ = Summation over all customers for which the Average Customer

Coincident Peak Load for Year Y is less than the Average Customer Peak Load for Year Y.

Notwithstanding the previous provisions describing the determination of the $CPLC_{Y+1}$, for certain situations ComEd determines a customer's $CPLC_{Y+1}$ to be equal to (i) the average $CPLC_{Y+1}$ attributable to the delivery class applicable to such customer or (ii) the average $CPLC_{Y+1}$ attributable to the delivery class applicable to such customer scaled to reflect the amount of electricity delivered to such customer. Delivery classes are as described in the General Terms and Conditions of ComEd's Schedule of Rates filed with the Illinois Commerce Commission (Ill. C.C. No. 10).

Section 4 DETERMINATION OF THE NETWORK SERVICE PEAK LOAD CONTRIBUTION

A customer's Network Service Peak Load Contribution (NSPLC) for Year Y+1 is determined in accordance with the following equation:

$$NSPLC_{Y+1} = ACustPL_Y \times \frac{ComEdPL_Y}{\sum_{Ac} ACustPL_Y}$$

Where:

$NSPLC_{Y+1}$ = Network Service Peak Load Contribution for the customer, in kW, applicable for the period beginning with January in Year Y+1 and extending through December in Year Y+1.

$ComEdPL_Y$ = ComEd Peak Load for Year Y, in kW.

$\sum_{Ac}$ = Summation over all customers.

Notwithstanding the previous provisions describing the determination of the $NSPLC_{Y+1}$, for certain situations ComEd determines a customer's $NSPLC_{Y+1}$ to be equal to (i) the average $NSPLC_{Y+1}$ attributable to the delivery class applicable to such customer or (ii) the average $NSPLC_{Y+1}$ attributable to the delivery class applicable to such customer scaled to reflect the amount of electricity delivered to such customer.

II. DAILY CAPACITY PEAK LOAD OBLIGATION AND DAILY NETWORK SERVICE PEAK LOAD OBLIGATION

Section 1 PURPOSE

The purpose of Part II is to describe the methodology used to calculate the Daily Capacity Peak Load Obligation (DCPLO) and Daily Network Service Peak Load Obligation (DNSPLO) for Load Serving Entities (LSEs) in the ComEd Zone.

Section 2 DETERMINATION OF THE DAILY CAPACITY PEAK LOAD OBLIGATION

The Daily Capacity Peak Load Obligation (DCPLO) for a LSE in the ComEd Zone taking service under Attachment F to the PJM Tariff, but not ComEd as the EDC for the ComEd Zone, (“Attachment F LSEs in the ComEd Zone”) is determined in accordance with the following equation:

$$DCPLO_{LSE} = \sum_{LSEc} CPLC$$

The DCPLO for all other LSEs in the ComEd Zone, including ComEd as the EDC for the ComEd Zone, (“Attachment F-1 LSEs in the ComEd Zone”) is determined in accordance with the following equation:

:

$$DCPLO_{LSE} = \sum_{LSEc} CPLC + (ComEdNPL_Y - \sum_{Ac} CPLC) \times \left(\frac{\sum_{LSEc} CPLC}{\left(\sum_{Ac} CPLC - \sum_{Am} CPLC \right)} \right)$$

Where:

DCPLO_{LSE} = Daily Capacity Peak Load Obligation for a LSE

CPLC = Capacity Peak Load Contribution for a customer

ComEdNPL_Y = ComEd Weather Normalized Peak Load for Year Y, in kW

$\sum_{Ac}$ = Summation over all customers

$\sum_{LSEc}$ = Summation over all customers of a LSE

$\sum_{Am}$ = Summation over all Wholesale Municipalities

Section 3 DETERMINATION OF DAILY NETWORK SERVICE PEAK LOAD OBLIGATION

The Daily Network Service Peak Load Obligation (DNSPLO) for Attachment F LSEs in the ComEd Zone is determined in accordance with the following equation:

$$DNSPLO_{LSE} = \sum_{LSEc} NSPLC$$

The DNSPLO for Attachment F-1 LSEs in the ComEd Zone, is determined in accordance with the following equation:

:

$$DNSPLO_{LSE} = \sum_{LSEc} NSPLC + (ComEdPL_Y - \sum_{Ac} NSPLC) \times \left(\frac{\sum_{LSEc} NSPLC}{\left(\sum_{Ac} NSPLC - \sum_{Am} NSPLC \right)} \right)$$

Where:

$DNSPLO_{LSE}$ = Daily Network Service Peak Load Obligation for a LSE

$NSPLC$ = Network Service Peak Load Contribution for a customer

$ComEd PL_Y$ = ComEd Peak Load for Year Y, in kW

$\sum_{Ac}$ = Summation over all customers

$\sum_{LSEc}$ = Summation over all customers of a LSE

$\sum_{Am}$ = Summation over all Wholesale Municipalities

III. FINAL HOURLY LOAD OBLIGATIONS

Section 1 PURPOSE

The purpose of Part III is to describe the methodology used to calculate the Final Hourly Load Obligation for Load Serving Entities (LSEs) in the ComEd Zone.

Section 2 DETERMINING FINAL HOURLY LOAD OBLIGATION

ComEd, on a monthly basis, will perform a load reconciliation to determine the difference between the Scheduled Hourly Load Obligation and the Final Hourly Load Obligation for LSEs in the ComEd Zone. The results of the reconciliation will be reported to PJM Interconnection, LLC (“PJM”) for billing and settlement purposes.

Hourly Loads for customers shall be determined using customer meter data, adjusted for applicable distribution and transmission losses. In the event customer meter data is not available, customer Hourly Loads may be estimated.

The Final Hourly Load Obligation (FHLO) for an Attachment F LSEs in the ComEd Zone is determined in accordance with the following equation:

$$FHLO_{LSE} = \sum_{LSEc} HL$$

The FHLO for an Attachment F-1 LSE in the ComEd Zone, is determined in accordance with the following equation:

:

$$FHLO_{LSE} = \sum_{LSEc} HL + (ZL - \sum_{Ac} HL) \times \left(\frac{\sum_{LSEc} HL}{\sum_{Ac} HL - \sum_{Am} HL} \right)$$

Where:

$FHLO_{LSE}$ = Final Hourly Load Obligation for a LSE

HL = Hourly Load for a customer, adjusted to include applicable distribution and transmission losses

ZL = ComEd Zone Load

$\sum_{Ac}$ = Summation over all customers

$\sum_{LSEc}$ = Summation over all customers of a LSE

$\sum_{Am}$ = Summation over all Wholesale Municipalities

If adjustments are made to the Hourly Load of an Attachment F-1 LSE in the ComEd Zone after the load reconciliation, ComEd may calculate the financial value of the adjustment and report that value to PJM. ComEd will also allocate the equal and opposite financial value to all Attachment F-1 LSEs in the ComEd Zone, on a load-ratio-share basis, and report the adjustments to PJM. PJM will include any adjustments in the next monthly billing statement issued by PJM to the affected LSE(s).

IV. Administrative Provisions for Retail Electric Service

The terms and conditions included in this Attachment M-2, Section IV are available only for such service in the ComEd Zone, and are not available under this RTO Tariff for any transmission service outside of the ComEd Zone. The rates, terms and conditions of the Transmission Provider's Open Access Transmission Tariff apply to the Illinois Retail Access Program except as amended below.

A Retail Electric Supplier (RES) is any Alternative Retail Supplier (ARES) under Section 16-102 of the Illinois Public Utilities Act, 220 ILCS 5/16-102 or any Illinois Electric Utility as defined in Section 16-102 of the Illinois Public Utilities Act, 220 ILCS 5/16-102 and, by reference, Section 3-105 of the Illinois Public Utilities Act, 220 ILCS 5/3-105 (or any agent of any such electric utility to the extent the electric utility provides tariff services to retail customers through that agent) A utility that is not an Illinois Electric Utility as defined above is not a RES unless it qualifies as an ARES, in accordance with Illinois law, rules and regulations.

RES De-certification: In the event that the State of Illinois de-certifies a Transmission Customer who is not a retail customer under Section 1.11(ii) of the PJM Tariff, then Transmission Provider may immediately terminate Transmission Service to the de-certified Transmission Customer for the load of the retail customers supplied by such Transmission Customer, provided that Transmission Owner's retail service tariffs subject to the jurisdiction of the State of Illinois provide for continuation of service to affected retail customers as described in Section 1.11(ii) of the PJM Tariff by another supplier that is a Transmission Customer.

In the event of a de-certification, and/or upon receipt of notification from PJM that a RES is in default under PJM Tariff Section 7.3, ComEd, as EDC of the ComEd zone, will immediately assume wholesale supply obligations consistent with the terms of the ICC-approved rate schedules.

Term of Network Integration Transmission Service: The minimum term for Network Integration Transmission Service is one year or for any shorter period necessary to accommodate retail access under Illinois law.

Commencement of Service: Service under a Service Agreement for Point-to-Point Transmission Service or under a Network Service Agreement shall not commence until customer qualifies as a Transmission Customer under Transmission Provider's OATT.

ATTACHMENT W

[Reserved]

COMMONWEALTH EDISON COMPANY Terms and Conditions for Retail Open Access Transmission Service

For

Commonwealth Edison Company Illinois Retail Access Program

The terms and conditions included in this Attachment W have been previously filed by Commonwealth Edison and accepted by the Commission for use by retail customers taking service under the Commonwealth Edison Illinois Retail Access Program. They are available only for such service in the ComEd Zone, and are not available under this RTO Tariff for any transmission service outside of the ComEd Zone.

The rates, terms and conditions of the Transmission Provider's Open Access Transmission Tariff apply to the Illinois Retail Access Program except as amended below.

1 ~~Definitions~~ Section 1 is amended to include the following new definitions:

~~1.0f **Alternative Retail Electric Supplier (ARES):** An Alternative Retail Supplier under Section 16-102 of the Illinois Public Utilities Act, 220 ILCS 5/16-102.~~

~~1.7a **Customer Self Manager (CSM):** A retail customer as described in Section 1.11 (ii) that directly manages its own procurement of electric power and energy services and its own use of transmission services, rather than utilizing a RES for such purposes; provided, however, that a CSM may, at times, use an agent to discharge some of its responsibilities. Under Illinois law, a CSM must, however, purchase its power and energy from a RES.~~

~~1.39b **Retail Electric Supplier (RES):** Any Alternative Retail Supplier under Section 16-102 of the Illinois Public Utilities Act, 220 ILCS 5/16-102 or any Illinois Electric Utility as defined in Section 16-102 of the Illinois Public Utilities Act, 220 ILCS 5/16-102 and, by reference, Section 3-105 of the Illinois Public Utilities Act, 220 ILCS 5/3-105 (or any agent of any such electric utility to the extent the electric utility provides tariff services to retail customers through that agent) A utility that is not an Illinois Electric Utility as defined above is not a RES unless it qualifies as an ARES as defined in Section 1.1 of this Appendix in accordance with Illinois law, rules and regulations.~~

2 ~~Section 2.2 is replaced by the following:~~

~~2.2 **Reservation Priority For Existing Firm Service Customers:** Existing firm~~

~~service customers (wholesale requirements and transmission-only, with a contract term of one-year or more or any retail customer as described in Section 1.11(ii)), have the right to continue to take transmission service from the Transmission Provider when the contract expires, rolls over or is renewed, or when a bundled retail customer first requests unbundled transmission service. This transmission reservation priority is independent of whether the existing customer continues to purchase capacity and energy from the Transmission Owner or elects to purchase capacity and energy from another supplier. If at the end of the contract term, the Transmission Provider's Transmission System cannot accommodate all of the requests for transmission service the existing firm service customer must agree to accept a contract term at least equal to a competing request by any new Eligible Customer and to pay the current just and reasonable rate, as approved by the Commission, for such service. This transmission reservation priority for existing firm service customers is an ongoing right that may be exercised at the end of all firm contract terms of one year or longer or when a bundled retail customer first requests unbundled transmission service. If competing existing firm service requirements customers apply for service that cannot be fully provided, the priority rights will be ranked in accordance with first come, first-served principles. If firm service customers tie, then the capacity for which they receive priority rights under this Tariff shall be apportioned on a pro rata basis.~~

~~3~~ Section 7.3 is replaced by the following:

~~7.3 Customer Default: In the event the Transmission Customer fails, for any reason other than a billing dispute as described below, to make payment to the Transmission Provider on or before the due date as described above, and such failure of payment is not corrected within thirty (30) calendar days after the Transmission Provider notifies the Transmission Customer to cure such failure, a default by the Transmission Customer shall be deemed to exist. Upon the occurrence of a default, the Transmission Provider may initiate a proceeding with the Commission to terminate service but shall not terminate service until the Commission so approves any such request; provided that, so long as Transmission Owner's retail service tariffs subject to the jurisdiction of the State of Illinois provide for continuation of service to affected retail customers as described in Section 1.11 (ii), by another supplier that is a Transmission Customer, then the Transmission Provider may, upon default by a Transmission Customer who is not such a retail customer, immediately terminate Transmission Service to the defaulting Transmission Customer for the load of such retail customers and direct the Transmission Owner to provide electric utility service to affected retail customers in accordance with the state retail access program. In the event of a billing dispute between the Transmission Provider and the Transmission Customer, the Transmission Provider will continue to provide service under the Service Agreement as long as the Transmission Customer (i) continues to make all payments not in dispute, and (ii) pays into an independent escrow account the portion of the invoice in dispute, pending resolution of such dispute. If the Transmission Customer fails to meet these two requirements for continuation of service, then the Transmission Provider may provide notice to the Transmission Customer of its intention to suspend service in sixty (60) days, in accordance with Commission policy, or in the case of a state required retail access program that provides for continuation of retail service to affected retail customers by another supplier that is a Transmission Customer, immediately terminate Transmission Service as provided above.~~

~~4~~ New section 7.4 is added:

~~7.4 **Retail Supplier De-certification:** In the event that the State of Illinois de-certifies a Transmission Customer who is not a retail customer under Section 1.11 (ii), then Transmission Provider may immediately terminate Transmission Service to the de-certified Transmission Customer for the load of the retail customers supplied by such Transmission Customer, provided that Transmission Owner's retail service tariffs subject to the jurisdiction of the State of Illinois provide for continuation of service to affected retail customers as described in Section 1.11(ii) by another supplier that is a Transmission Customer.~~

~~5 **Term of Network Integration Transmission Service:** The minimum term for Network Integration Transmission Service is one year or for any shorter period necessary to accommodate retail access under Illinois law.~~

~~6 **Commencement of Service:** Service under a Service Agreement for Point-to-Point Transmission Service or under a Network Service Agreement shall not commence until customer qualifies as a Transmission Customer under Transmission Provider's OATT.~~

~~7 **Load Forecast:** For Retail Customers as defined in Section 1.1, the Transmission Provider will not require the submission of a 10-year forecast by the customer, so long as the customer provides a list of resources sufficient to cover load for the period of service requested. The Transmission Provider in no way thereby assumes responsibility for serving such load. The Retail Electric Supplier remains responsible for serving the load of Retail Customers that they agree to serve.~~

ATTACHMENT 2

Clean Tariff Sheets

ATTACHMENT M-2 (ComEd)

Determination of Capacity Peak Load Contributions, Network Service Peak Load Contributions, Daily Peak Load Obligation , Daily Network Service Peak Load Obligation, and Hourly Load Obligations

I. CAPACITY AND NETWORK SERVICE PEAK LOAD CONTRIBUTIONS

Section 1 PURPOSE

The purpose of Part I. is to describe the methodology used to determine capacity and network service peak load contributions for electric power and energy attributable to customers located in the ComEd Zone.

Section 2 DEFINITIONS

The following definitions are for use in this Attachment M-2. Capitalized terms used and not defined in this Attachment M-2 but defined in other provisions of the PJM OATT have the meaning given them under those provisions. Capitalized terms used in this Attachment M-2 that are not defined in it or elsewhere in the PJM OATT have the meanings customarily attributed to such terms by the electric utility industry in PJM.

- a) **Average ComEd Coincident Peak Load:** the average of the sum of the (i) five (5) ComEd Zonal Loads established during the PJM Five Peaks in a summer and (ii) the corresponding Load Drop Estimates for such PJM Five Peaks.
- b) **Average ComEd Peak Load:** the average of the five (5) ComEd Zonal Loads established during the ComEd Five Peaks in a summer.
- c) **Average Customer Coincident Peak Load:** the average of the sum of the (i) five (5) customer loads established during the PJM Five Peaks in a summer and (ii) the corresponding Load Drop Estimates for such customer, with such sum adjusted to include applicable distribution and transmission system losses.
- d) **Average Customer Peak Load:** the average of the five (5) loads established by the customer during the ComEd Five Peaks in a summer, with such loads adjusted to include applicable distribution and transmission system losses.
- e) **ComEd Five Peaks:** the five hours occurring on different calendar days in a summer during which the electric system served by ComEd experiences its five highest daily summer demands.
- f) **ComEd Weather Normalized Peak Load:** the expected ComEd Zonal Load at the time of the PJM system peak load in a summer under normal weather conditions as determined by PJM.
- g) **ComEd Peak Load:** the highest ComEd Zonal Load established for PJM network service in a summer.

- h) **ComEd Zonal Load:** the demand for electricity placed upon the interconnected electricity system operated by PJM that is attributable to customers located in the ComEd Zone.
- i) **Load Drop Estimate:** the kilowatt (kW) value attributable to curtailed demand as determined by PJM.
- j) **PJM Five Peaks:** the five hours occurring on different calendar days in a summer during which the electric system served by PJM experiences its five highest daily summer demands.
- k) **Summer:** the period beginning June 1 and extending through September 30 in a calendar year.

Section 3 DETERMINATION OF THE CAPACITY PEAK LOAD CONTRIBUTION

If a customer's Average Customer Coincident Peak Load for Year Y is greater than or equal to such customer's Average Customer Peak Load for Year Y, then such customer's capacity peak load contribution (CPLC) for year Y+1 is equal to such customer's Average Customer Coincident Peak Load for Year Y.

If a customer's Average Customer Coincident Peak Load for Year Y is less than such customer's Average Customer Peak Load for Year Y, then such customer's CPLC for year Y+1 is determined in accordance with the following equation:

$$CPLC_{Y+1} = ACustCPL_Y + (ComEdNPL_Y - AComEdCPL_Y) \times \frac{ACustPL_Y - ACustCPL_Y}{\sum_{5Pc} (ACustPL_Y - ACustCPL_Y)}$$

Where:

$CPLC_{Y+1}$ = Capacity Peak Load Contribution for the customer, in kW, applicable for the period beginning with June in Year Y+1 and extending through May in Year Y+2.

$ACustCPL_Y$ = Average Customer Coincident Peak Load for the customer for Year Y, in kW.

$ACustPL_Y$ = Average Customer Peak Load for the customer for Year Y, in kW.

$ComEdNPL_Y$ = ComEd Weather Normalized Peak Load for Year Y, in kW.

$AComEdCPL_Y$ = Average ComEd Coincident Peak Load for Year Y, in kW.

$\sum_{5Pc}$ = Summation over all customers for which the Average Customer

Coincident Peak Load for Year Y is less than the Average Customer Peak Load for Year Y.

Notwithstanding the previous provisions describing the determination of the $CPLC_{Y+1}$, for certain situations ComEd determines a customer's $CPLC_{Y+1}$ to be equal to (i) the average $CPLC_{Y+1}$ attributable to the delivery class applicable to such customer or (ii) the average $CPLC_{Y+1}$ attributable to the delivery class applicable to such customer scaled to reflect the amount of electricity delivered to such customer. Delivery classes are as described in the General Terms and Conditions of ComEd's Schedule of Rates filed with the Illinois Commerce Commission (Ill. C.C. No. 10).

Section 4 DETERMINATION OF THE NETWORK SERVICE PEAK LOAD CONTRIBUTION

A customer's Network Service Peak Load Contribution (NSPLC) for Year Y+1 is determined in accordance with the following equation:

$$NSPLC_{Y+1} = ACustPL_Y \times \frac{ComEdPL_Y}{\sum_{Ac} ACustPL_Y}$$

Where:

$NSPLC_{Y+1}$ = Network Service Peak Load Contribution for the customer, in kW, applicable for the period beginning with January in Year Y+1 and extending through December in Year Y+1.

$ComEdPL_Y$ = ComEd Peak Load for Year Y, in kW.

$\sum_{Ac}$ = Summation over all customers.

Notwithstanding the previous provisions describing the determination of the $NSPLC_{Y+1}$, for certain situations ComEd determines a customer's $NSPLC_{Y+1}$ to be equal to (i) the average $NSPLC_{Y+1}$ attributable to the delivery class applicable to such customer or (ii) the average $NSPLC_{Y+1}$ attributable to the delivery class applicable to such customer scaled to reflect the amount of electricity delivered to such customer.

II. DAILY CAPACITY PEAK LOAD OBLIGATION AND DAILY NETWORK SERVICE PEAK LOAD OBLIGATION

Section 1 PURPOSE

The purpose of Part II is to describe the methodology used to calculate the Daily Capacity Peak Load Obligation (DCPLO) and Daily Network Service Peak Load Obligation (DNSPLO) for Load Serving Entities (LSEs) in the ComEd Zone.

Section 2 DETERMINATION OF THE DAILY CAPACITY PEAK LOAD OBLIGATION

The Daily Capacity Peak Load Obligation (DCPLO) for a LSE in the ComEd Zone taking service under Attachment F to the PJM Tariff, but not ComEd as the EDC for the ComEd Zone, (“Attachment F LSEs in the ComEd Zone”) is determined in accordance with the following equation:

$$DCPLO_{LSE} = \sum_{LSEc} CPLC$$

The DCPLO for all other LSEs in the ComEd Zone, including ComEd as the EDC for the ComEd Zone, (“Attachment F-1 LSEs in the ComEd Zone”) is determined in accordance with the following equation:

:

$$DCPLO_{LSE} = \sum_{LSEc} CPLC + (ComEdNPL_Y - \sum_{Ac} CPLC) \times \left(\frac{\sum_{LSEc} CPLC}{(\sum_{Ac} CPLC - \sum_{Am} CPLC)} \right)$$

Where:

$DCPLO_{LSE}$ = Daily Capacity Peak Load Obligation for a LSE

$CPLC$ = Capacity Peak Load Contribution for a customer

$ComEdNPL_Y$ = ComEd Weather Normalized Peak Load for Year Y, in kW

$\sum_{Ac}$ = Summation over all customers

$\sum_{LSEc}$ = Summation over all customers of a LSE

$\sum_{Am}$ = Summation over all Wholesale Municipalities

Section 3 DETERMINATION OF DAILY NETWORK SERVICE PEAK LOAD OBLIGATION

The Daily Network Service Peak Load Obligation (DNSPLO) for Attachment F LSEs in the ComEd Zone is determined in accordance with the following equation:

$$DNSPLO_{LSE} = \sum_{LSEc} NSPLC$$

The DNSPLO for Attachment F-1 LSEs in the ComEd Zone, is determined in accordance with the following equation:

:

$$DNSPLO_{LSE} = \sum_{LSEc} NSPLC + (ComEdPL_Y - \sum_{Ac} NSPLC) \times \left(\frac{\sum_{LSEc} NSPLC}{\left(\sum_{Ac} NSPLC - \sum_{Am} NSPLC \right)} \right)$$

Where:

$DNSPLO_{LSE}$ = Daily Network Service Peak Load Obligation for a LSE

$NSPLC$ = Network Service Peak Load Contribution for a customer

$ComEd PL_Y$ = ComEd Peak Load for Year Y, in kW

$\sum_{Ac}$ = Summation over all customers

$\sum_{LSEc}$ = Summation over all customers of a LSE

$\sum_{Am}$ = Summation over all Wholesale Municipalities

III. FINAL HOURLY LOAD OBLIGATIONS

Section 1 PURPOSE

The purpose of Part III is to describe the methodology used to calculate the Final Hourly Load Obligation for Load Serving Entities (LSEs) in the ComEd Zone.

Section 2 DETERMINING FINAL HOURLY LOAD OBLIGATION

ComEd, on a monthly basis, will perform a load reconciliation to determine the difference between the Scheduled Hourly Load Obligation and the Final Hourly Load Obligation for LSEs in the ComEd Zone. The results of the reconciliation will be reported to PJM Interconnection, LLC (“PJM”) for billing and settlement purposes.

Hourly Loads for customers shall be determined using customer meter data, adjusted for applicable distribution and transmission losses. In the event customer meter data is not available, customer Hourly Loads may be estimated.

The Final Hourly Load Obligation (FHLO) for an Attachment F LSEs in the ComEd Zone is determined in accordance with the following equation:

$$FHLO_{LSE} = \sum_{LSEc} HL$$

The FHLO for an Attachment F-1 LSE in the ComEd Zone, is determined in accordance with the following equation:

:

$$FHLO_{LSE} = \sum_{LSEc} HL + (ZL - \sum_{Ac} HL) \times \left(\frac{\sum_{LSEc} HL}{\sum_{Ac} HL - \sum_{Am} HL} \right)$$

Where:

$FHLO_{LSE}$ = Final Hourly Load Obligation for a LSE

HL = Hourly Load for a customer, adjusted to include applicable distribution and transmission losses

ZL = ComEd Zone Load

$\sum_{Ac}$ = Summation over all customers

$\sum_{LSEc}$ = Summation over all customers of a LSE

$\sum_{Am}$ = Summation over all Wholesale Municipalities

If adjustments are made to the Hourly Load of an Attachment F-1 LSE in the ComEd Zone after the load reconciliation, ComEd may calculate the financial value of the adjustment and report that value to PJM. ComEd will also allocate the equal and opposite financial value to all Attachment F-1 LSEs in the ComEd Zone, on a load-ratio-share basis, and report the adjustments to PJM. PJM will include any adjustments in the next monthly billing statement issued by PJM to the affected LSE(s).

IV. Administrative Provisions for Retail Electric Service

The terms and conditions included in this Attachment M-2, Section IV are available only for such service in the ComEd Zone, and are not available under this RTO Tariff for any transmission service outside of the ComEd Zone. The rates, terms and conditions of the Transmission Provider's Open Access Transmission Tariff apply to the Illinois Retail Access Program except as amended below.

A Retail Electric Supplier (RES) is any Alternative Retail Supplier (ARES) under Section 16-102 of the Illinois Public Utilities Act, 220 ILCS 5/16-102 or any Illinois Electric Utility as defined in Section 16-102 of the Illinois Public Utilities Act, 220 ILCS 5/16-102 and, by reference, Section 3-105 of the Illinois Public Utilities Act, 220 ILCS 5/3-105 (or any agent of any such electric utility to the extent the electric utility provides tariff services to retail customers through that agent) A utility that is not an Illinois Electric Utility as defined above is not a RES unless it qualifies as an ARES, in accordance with Illinois law, rules and regulations.

RES De-certification: In the event that the State of Illinois de-certifies a Transmission Customer who is not a retail customer under Section 1.11(ii) of the PJM Tariff, then Transmission Provider may immediately terminate Transmission Service to the de-certified Transmission Customer for the load of the retail customers supplied by such Transmission Customer, provided that Transmission Owner's retail service tariffs subject to the jurisdiction of the State of Illinois provide for continuation of service to affected retail customers as described in Section 1.11(ii) of the PJM Tariff by another supplier that is a Transmission Customer.

In the event of a de-certification, and/or upon receipt of notification from PJM that a RES is in default under PJM Tariff Section 7.3, ComEd, as EDC of the ComEd zone, will immediately assume wholesale supply obligations consistent with the terms of the ICC-approved rate schedules.

Term of Network Integration Transmission Service: The minimum term for Network Integration Transmission Service is one year or for any shorter period necessary to accommodate retail access under Illinois law.

Commencement of Service: Service under a Service Agreement for Point-to-Point Transmission Service or under a Network Service Agreement shall not commence until customer qualifies as a Transmission Customer under Transmission Provider's OATT.

ATTACHMENT W

[Reserved]