

Req_Subj: **RE: Request for Comments on Recommendation**

Date: 11/21/2003 3:57:05 PM Central Standard Time

From: Charles Tenorio

To: NAESB office

Attached you will find comments from Exelon Energy Delivery. They are organized by section and include comments to both the gas and electric proposed business practices. While we agree with of the document, these comments center around adding more room for requirements that are dictated by regulatory agencies, law, or PUC agreements.

Please contact me if you have any questions or concerns.

Chip

Chip Tenorio

Manager

Electric Supplier Services

Comments have been split between the REQ and RGO proposals

REQ

Definitions

Billing Services Agreement- this needs additional reference to the other documents that it may need to refer to. Suggestion is to add the following after the word party in the last sentence:

“and may refer to requirements as set forth in other documents including Applicable Regulatory Authority Codes, approved retail tariffs, or statute.”

In Dispute- this term is ok in general, but its usage throughout is rough, uneven, and requires additional review. An attempt has been made herein to address these occasions through the document.

2.1.1.4- Changes that are made to a system may not always know the impacts to something like electronic data interchange when they are made, especially if an emergency fix-it situation. Suggestion is to add the phrase “,as available,” after the words “provide advance notice”.

2.2.1.2- This does not address the model practice where a customer DOES make one payment, albeit in error, to either party in a Dual Billing scenario. Modification would be to state:

“In the event one payment is made to either entity, the receiving entity should apply excess payments to past and future receivables as appropriate within the rules and guidelines of the Applicable Regulatory Authority, the Billing Services Agreement, approved retail tariffs, or statute.”

2.3.1.1-The term “should” should be replaced by “may.”

2.3.1.4-The term “should” should be replaced by “may.”

2.4.1.1- Need to add “or as otherwise agreed to within the Billing Services Agreement, approved retail tariffs, or statute.”

2.4.1.2- Need to add “or as otherwise agreed to within the Billing Services Agreement, approved retail tariffs, or statute.”

2.4.1.3- We disagree with this. Our belief is that the billing party must present the billing data as indicated by the non-billing party.

2.6.1.4- This section is very unclear and likely violates several PUCs. Suggestion is to clarify what usage may be estimated and for whom. If this is the billing party estimating usage for their own bill, independent of what may be coming from the non-billing party, this would be ok. Otherwise, one company should not be estimating for another in these circumstances.

2.7.1.1-the “should” in the last sentence should be “may.”

2.7.1.2- any mention of “in dispute” should be struck unless more clarity is given to its breadth. Perhaps a mention on the order of “If the applicable regulatory authority requires a billing status of ‘in dispute’, the Billing Party must have such designation available for this practice.”

2.7.1.3- same as 2.7.1.2.

2.7.1.5- Need to add at the end “or as agreed to within the Billing Services Agreement, approved retail tariffs, or statute.”

2.7.1.6- Need to add “or as otherwise agreed to within the Billing Services Agreement, approved retail tariffs, or statute.” Or it could be moved to the applicable “pay as you get paid” section and “assumption of receivables”

2.8.1.9- second bullet- add to the end “or may allow such circumstance to allow the billing party to track such a negative balance until it has been made whole.”

2.9.1.5- this section makes no sense, the non-billing party is keeping record of their own receivable and the billing party cannot adjust this value.

RGQ

Section 2.1.1.3 – PECO requires 30 days notice for billing option change.

Section 2.4.1.10 - the second bullet does not necessarily reflect what we can do at PECO. We can cancel multiple individual billing (metering) periods and rebill it as one billing (metering) period.

Section 2.5 – PECO does not perform rate ready billing in Gas Choice.

Section 2.6 – PECO does not allow for Single Retail Supplier Billing in Gas Choice.

Section 2.7.1.1 – PECO does not accept a transaction for interest or fees from the Non-billing party.

Section 2.9.1.7 – PECO does not carry forward any inactive Non-billing party arrears.