

Legal Department

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Business Services
Company

March 8, 2010

Via Overnight Mail

James J. McNulty, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120

RECEIVED

MAR 08 2010

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Re: **First Amendment to PECO Energy Company's Proposed Conservation Service Provider Contract with Apogee Interactive, Inc. – Docket No. M-2009-2093215**

Dear Secretary McNulty:

Enclosed for filing and Commission approval, please find an enclosed original of the First Amendment to PECO Energy Company's proposed Conservation Service Provider contract with Apogee Interactive, Inc. (the "First Amendment"). Pursuant to Staff's November 24, 2009 letter directing PECO to add certain provisions to the underlying agreement (the "Agreement"), the First Amendment adds the following requirements to the Agreement:

- That Apogee Interactive, Inc. ("Apogee") must be approved by and registered with the Commission as a Conservation Service Provider ("CSP") (*see* First Amendment Sections 3.1 and 28.1);
- That Apogee must maintain this registration with the Commission throughout the term of the Agreement (*Id.*); and
- That Apogee certifies that it is not an EDC affiliate and must provide immediate notification to PECO should it merge with an EDC or otherwise become an EDC affiliate. In addition, the First Amendment provides the termination of the Agreement should such an affiliate relationship or merger occur (*see* First Amendment Section 28.1).

Please note that PECO's Agreement with Apogee is solely for the provision of online energy audit capability. Accordingly, PECO has not included language in the First Amendment that would apply to CSPs whose employees might enter a customer's premises or otherwise have contact with a customer as Apogee's employees will not perform services for PECO involving such contact.

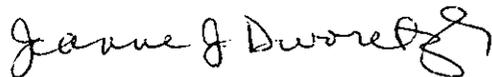
James J. McNulty, Secretary
Pennsylvania Public Utility Commission

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PECO respectfully reminds the Commission that this First Amendment and the underlying Agreement are CONFIDENTIAL and should be accorded such treatment by the Commission.

Kindly return a time-stamped copy of this cover letter in the self-addressed stamped enveloped that is enclosed. Do not hesitate to contact me at 215-841-5974 should you have any questions regarding this filing.

Very truly yours,



Jeanne J. Dworetzky
Assistant General Counsel

Enclosures

cc: Anthony Rametta, Supervisor
Bureau of Fixed Utility Services

Kriss Brown, Esquire, Assistant Counsel
Law Bureau

Patricia Wiedt, Assistant Counsel
Law Bureau

From: Origin ID: PSQA (215) 841-5353
Anita Zaketa

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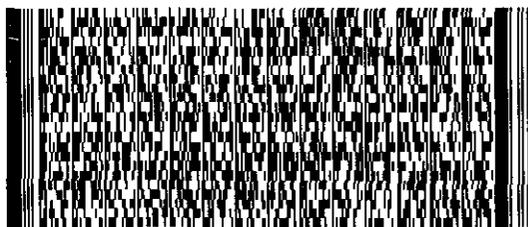
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Public Utilities Commission
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COMMONWEALTH KEYSTONE BUILDING
HARRISBURG, PA 17120



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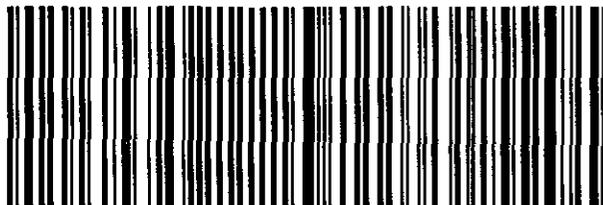
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