

March 29, 2010

Via Overnight MailJames J. McNulty, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120**RECEIVED**

MAR 29 2010

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**Re: PECO Energy Company's Proposed Conservation Service
Provider Contract with KEMA Services, Inc. – Docket No. M-2009-2093215**

Dear Secretary McNulty:

Enclosed for filing and Commission approval, please find the PECO Energy Company (“PECO”) proposed Conservation Service Provider (“CSP”) contract with KEMA Services, Inc. (“KEMA”) for the delivery of all program services in connection with four PECO Business Efficiency Solutions programs under its Energy Efficiency and Conservation Plan. The following four programs are included: The Commercial/Industrial Equipment Incentives Program; the Commercial/Industrial New Construction Program; the Government/Public/Non Profit Facility Energy Savings Program; and the Permanent Load Reduction Program.

Please note that this Agreement is CONFIDENTIAL and should be accorded such treatment by the Commission.

As communicated by Commission staff, the following requirements are included in the Agreement:

- That KEMA must be approved by and registered with the Commission as a CSP (*see* Exhibit B to the Consulting and Professional Services Agreement);
- That KEMA must maintain this registration with the Commission throughout the term of the Agreement (*Id.*); and
- That KEMA 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. Further, the occurrence of such an affiliate relationship or merger constitutes grounds for termination of the Agreement. (*Id.*).

Please note that attachment 3 to the enclosed Agreement -- the Consulting and Professional Services Agreement dated June 1, 2008 – originated from a prior agreement between KEMA and a PECO affiliate for a similar program. It provides standard terms and conditions, along

James J. McNulty, Secretary
Pennsylvania Public Utility Commission

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with the new Act 129 language referenced above, and it is incorporated into the enclosed Agreement by reference.

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
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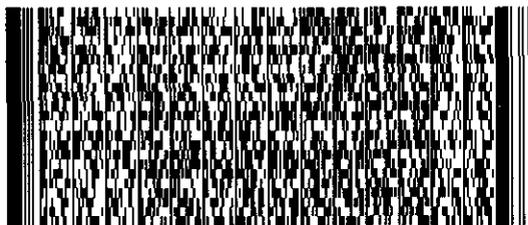
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Public Utilities Commission
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