

Legal Department

Exelon Business Services Company
2301 Market Street/S23-1
PO. Box 8699
Philadelphia, PA 19101-8699

Telephone 215.841.4000
Fax 215.568.3389
www.exeloncorp.com

Business Services
Company

Direct Dial 215.841.5974
May 21, 2010

Via Overnight Mail

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120

RECEIVED

MAY 21 2010

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

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

Dear Secretary Chiavetta:

Enclosed for filing and Commission approval, please find the fully-executed First Amendment to PECO Energy Company's proposed Conservation Service Provider contract with CMC Energy Services, Inc. (the "First Amendment").

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

Pursuant to Staff's April 7, 2010 and April 16, 2010 letters directing PECO to modify certain provisions in the underlying agreement (the "Agreement"), the First Amendment adds the following requirement to the Agreement:

- That CMC Energy Services, Inc. must conduct criminal and other background checks on its employees or subcontractors who may enter the premises of, or have contact with, any customers of Exelon or its affiliates. (See First Amendment Section 1.)

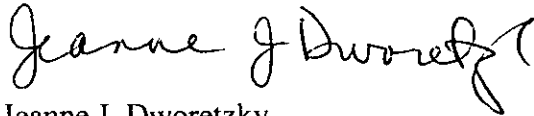
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Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission

Page 2

envelope 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

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FIRST AMENDMENT

**PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**

TO

BLANKET MASTER CONTRACT

BETWEEN

PECO ENERGY COMPANY

**ACTING BY AND THROUGH ITS AGENT,
EXELON BUSINESS SERVICES COMPANY, LLC**

AND

CMC ENERGY SERVICES, INC.

By this First Amendment to the Blanket Master Contract between PECO Energy Company ("PECO"), acting by and through its agent, Exelon Business Services Company LLC, and CMC Energy Services, Inc., dated as of January 1, 2010, (the "Blanket Master Contract"), PECO and Contractor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree to amend the Blanket Master Contract as set forth below:

1. Subparagraph 15.3.1 of the Services Agreement between PECO Energy Company, acting by and through its agent, Exelon Business Services Company, LLC ("Exelon") and CMC Energy Services Inc. ("Contractor"), which is dated June December 13, 2007 and which is an attachment to the Blanket Master Contract, is deleted in its entirety and replaced with the following:

15.3.1 Contractor will be required to conduct background investigations in accordance with Exelon's security procedures for all of its personnel who will (1) have access to any Exelon or its affiliates' assets, including buildings, properties and/or customer information, and/or (2) enter the premises of, or have contact with, any customers of Exelon or its affiliates. Such investigations must be completed prior to the first day upon which Contractor and its personnel are to provide the Services. This background investigation will be a minimum requirement and some Exelon business units or departments may have more stringent background investigation requirements, which must be followed in addition to these minimum

requirements. The purpose of the background investigation is to ensure application of an appropriate level of security to Contractor Personnel who (1) may affect the reliability, safety and integrity of Exelon's business and assets and/or (2) may enter the premises of, or have contact with, any customers of Exelon or its affiliates. At a minimum, the background investigation must include the following: names, dates of birth, home address, criminal history check, social security number verification or, if the subject is a foreign citizen, verification of an authorized work permit, and driver's license check (only required if a driver's license is needed in order to perform the Services). Additionally, any personnel who will have access to Exelon financial data and/or monetary assets must also be subject to a credit check and review of Federal District Court records for any prior bankruptcy filings.

2. In the event of any inconsistencies between the Agreement and this First Amendment, the terms of this First Amendment shall control. Except as expressly set forth in this First Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this First Amendment. This First Amendment shall be effective upon fully execution.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this First Amendment on the dates set forth below.

Exelon Business Services Company, LLC

By: Lois Landerio

Title: Sourcing Specialist

Dated: 5/20/10

CMC Energy Services, Inc.

By: Denise M. Stein

Title: Director of Operations

Dated: 5-10-10

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



2301 Market Street
S23-1
Philadelphia, PA 19101

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Rosemary Chiavetta, Secretary
Public Utilities Commission
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HARRISBURG, PA 17120

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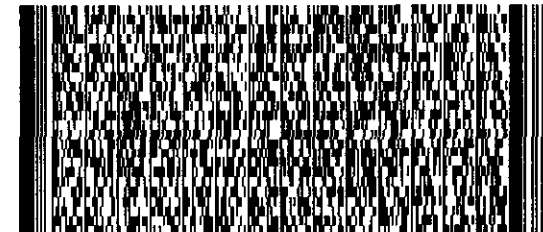
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