



**Direct
Energy.**
Business

Carl Boyd
Manager of Regulatory Compliance & Licensing
Direct Energy Business
412.667.5272
carl.boyd@directenergy.com

May 5, 2010

James J. McNulty, Secretary
Pennsylvania Public Utility Commission
PO Box 3265
Harrisburg, PA 17105-3265

RE: Docket No. M-2010-2157431 – Additional Requirements Regarding Registration as a PJM Load Serving Entity

Secretary McNulty:

Pursuant to the Commission's March 2010 correspondence to Licensed Electric Generation Suppliers, enclosed please find the following documents submitted on behalf of Direct Energy Services, LLC and Direct Energy Business, LLC evidencing registration as PJM Load Serving Entities:

- Direct Energy Services, LLC (A-110164) – PJM Membership Agreements for Energy America, LLC, the wholesale energy services affiliate of Direct Energy Services, LLC
- Direct Energy Business, LLC (A-110025) – PJM Membership Agreements for Direct Energy Business, LLC (fka Strategic Energy, LLC)

If there are any questions or comments regarding this submission, please feel free to contact me.

Sincerely,

Carl W. Boyd
Manager Regulatory Compliance & Licensing

enclosures

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300 North 3rd Street
Valley Forge Corporate Center
Northtown, PA 19101-1517

June 8, 2005

Mr. James Steffes
Energy America, LLC
263 Tresser Boulevard
One Stamford Plaza, 8th Floor
Stamford, CT 06901

Reference: New Membership and Transmission Service Agreements with PJM Interconnection

Dear Mr. O'Leary:

Welcome to PJM Interconnection. A copy of the full set of executed Membership and Transmission Service Agreements is enclosed for your records.

You may call me directly if you have any questions regarding doing business as a PJM member. My direct number is 610-666-4746.

Sincerely,

Joanne M. Grosser
Analyst
Member Relations

Enclosures

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Attachment A

**Application for Membership
Between
The PJM Interconnection, L.L.C.
and
Energy America, LLC
("Applicant")**

This Application for Membership Agreement ("Agreement") is entered into between PJM Interconnection, L.L.C. ("PJM") and Applicant. The purpose of this Agreement is to apply to become a member of the PJM and to participate under the PJM Agreement which was accepted by the Federal Energy Regulatory Commission (FERC) on November 25, 1997 as amended and became effective on January 1, 1998. The Applicant has read and understands the terms and conditions of the Agreement. The Applicant agrees to accept the concepts and obligations set forth in the Agreement.

The Applicant also commits to supply data required for coordination of planning and operating, including data for capacity accounting, and agrees to pay all costs and expenses in accordance with Schedule 3 of the PJM Agreement and all other applicable costs under the Tariff.

The Applicant will pay the annual fee of \$5,000 for the remainder of the year of application upon notification of PJM OI application approval per Schedule 3.

The Applicant recognizes that it shall become a member of the PJM Agreement effective as of the date that FERC notifies the parties of approval of Schedule 4 submitted by the Applicant to PJM.

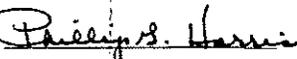
This Agreement will remain in effect until notice of termination is given in writing by the authorized representative of either the Applicant or PJM. Any financial obligations must be satisfied prior to termination of the Applicant's obligations and responsibilities under the PJM Agreement.

Energy America, LLC (Applicant):

By: 

Name: Bill Cronin Title: Senior Vice-President,
Northern Region-US Corporate Date: November 12, 2004

PJM Interconnection, L.L.C.

By: 

Name: Phillip G. Harris

Title: President & CEO

Date: 2/15/05

SCHEDULE 4

STANDARD FORM OF AGREEMENT TO BECOME A MEMBER OF THE LLC

Any entity which wishes to become a Member of the LLC shall, pursuant to Section 11.6 of this Agreement, tender to the President an application, upon the acceptance of which it shall execute a supplement to this Agreement in the following form:

Additional Member Agreement

1. This Additional Member Agreement (the "Supplemental Agreement"), dated as of February 15, 2005, is entered into among Energy America, LLC ("Energy America") and the President of the LLC acting on behalf of its Members.

2. Energy America has demonstrated that it meets all of the qualifications required of a Member to the Operating Agreement. If expansion of the PJM Region is required to integrate Energy America's facilities, a copy of Attachment J from the PJM Tariff marked to show changes in the PJM Region boundaries is attached hereto. Energy America agrees to pay for all required metering, telemetering and hardware and software appropriate for it to become a member.

3. Energy America agrees to be bound by and accepts all the terms of the Operating Agreement as of the above date.

4. Energy America hereby gives notice that the name and address of its initial representative to the Members Committee under the Operating Agreement shall be:

James Steffes, 263 Tresser Boulevard, One Stamford Plaza, 8th Floor, Stamford, CT 06901

5. The President of the LLC is authorized under the Operating Agreement to execute this Supplemental Agreement on behalf of the Members.

6. The Operating Agreement is hereby amended to include Energy America as a Member of the LLC thereto, effective as of February 15, 05, the date the President of the LLC countersigned this Agreement.

IN WITNESS WHEREOF, Energy America and the Members of the LLC have caused this Supplemental Agreement to be executed by their duly authorized representatives.

Members of the LLC

By: Philip G. Harris 2/15/05
Name: Philip G. Harris
Title: President and CEO

Energy America, LLC

By: William Cronin
Name: William Cronin
Title: Senior Vice President, Northern Region
U.S. Corporate

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ATTACHMENT A

Form of Service Agreement For
Firm Point-To-Point Transmission Service

- 1.0 This Service Agreement, dated as of 2/15/05, is entered into, by and between the Office of the Interconnection of PJM Interconnection L.L.C. (the Transmission Provider) and Energy America, LLC ("Transmission Customer").
- 2.0 The Transmission Customer has been determined by the Transmission Provider to have a Completed Application for Firm Point-To-Point Transmission Service under the Tariff.
- 3.0 The Transmission Customer has provided to the Transmission Provider an Application deposit in accordance with the provisions of Section 17.3 of the Tariff.
- 4.0 Service under this agreement shall commence on the later of (1) the requested service commencement date, or (2) the date on which construction of any Direct Assignment Facilities and/or Network Upgrades are completed, or (3) such other date as it is permitted to become effective by the Commission. Service under this agreement shall terminate on such date as mutually agreed upon by the parties.
- 5.0 The Transmission Provider agrees to provide and the Transmission Customer agrees to take and pay for Firm Point-To-Point Transmission Service in accordance with the provisions of Part II of the Tariff and this Service Agreement.
- 6.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representatives as indicated below.

Transmission Provider

PJM Interconnection, L.L.C.
955 Jefferson Avenue
Valley Forge Corporate Center
Norristown, PA 19403-2497

Transmission Customer:

Energy America, LLC
263 Tresser Blvd.
One Stamford Plaza, 8th Floor
Stamford, CT 06901

Issued By: Craig Glazer
Vice President, Government Policy
Issued On: March 20, 2003

Effective: March 21, 2003

7.0 The Tariff is incorporated herein and made a part hereof.

8.0 For Short-Term Firm Point-To-Point Transmission Service requested under this Agreement, the confirmation procedures set forth in this section 8.0 shall apply. Whenever PJM notifies the Transmission Customer that a request for Short-Term Firm Point-To-Point Transmission Service can be accommodated, the Transmission Customer shall confirm, by the earlier of (i) 15 days after PJM approves the request for service, or (ii) 12:00 noon on the day before the Service Commencement Date, that it will commence the requested service. Failure of the Transmission Customer to provide such confirmation will be deemed a withdrawal and termination of the request for the service, and any deposit submitted with the request will be refunded with interest.

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

Office of the Interconnection:

By: Phillip S. Harris 2/15/05

Name	Title	Date
------	-------	------

Energy America, LLC:

By: William M. [Signature] November 12, 2004

Name	Title	Date
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Senior Vice President,
Northern Region -
U.S. Corporate

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CERTIFICATION

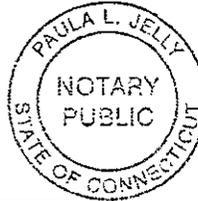
I, William Cronin, certify that I am a duly authorized officer of Energy America, LLC (Network Customer) and that Energy America, LLC (Network Customer) will not request service under this Service Agreement to assist an Eligible Customer to avoid the reciprocity provision of this Open-Access Transmission Tariff.

William Cronin
(Name)

Senior Vice President,
Northern Region-U.S. Corporate
(Title)

Subscribed and sworn before me this 12 day of November 2004

Paula L. Jelly
(Notary Public)



PAULA L. JELLY
NOTARY PUBLIC
STATE OF CONNECTICUT
Com. Expires 4-30-08

My Commission expires: 4/30/08

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Issued On: March 20, 2003

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ATTACHMENT B

**Form of Service Agreement For Non-Firm Point-To-Point
Transmission Service**

- 1.0 This Service Agreement, dated as of 2/15/03, is entered into, by and between the Office of the Interconnection of PJM Interconnection, L.L.C. (the Transmission Provider) and Energy America, LLC (Transmission Customer).
- 2.0 The Transmission Customer has been determined by the Transmission Provider to be a Transmission Customer under Part II of the Tariff and has filed a Completed Application for Non-Firm Point-To-Point Transmission Service in accordance with Section 18.2 of the Tariff.
- 3.0 Service under this Agreement shall be provided upon request by an authorized representative of the Transmission Customer.
- 4.0 The Transmission Customer agrees to supply information the Transmission Provider deems reasonably necessary in accordance with Good Utility Practice in order for it to provide the requested service.
- 5.0 The Transmission Provider agrees to provide and the Transmission Customer agrees to take and pay for Non-Firm Point-To-Point Transmission Service in accordance with the provisions of Part II of the Tariff and this Service Agreement.
- 6.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative as indicated below.

Transmission Provider:

PJM Interconnection, L.L.C.
955 Jefferson Avenue
Valley Forge Corporate Center
Norrstown, PA 19403-2497

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Transmission Customer:

Energy America, LLC
263 Tresser Blvd.
One Stamford Plaza, 8th Floor
Stamford, CT 06901

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7.0 The Tariff is incorporated herein and made a part hereof.

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

Office of the Interconnection:

By: Phillip B. Harris 2/15/05
Name Title Date

Energy America, LLC:

By: William J. [Signature] Senior Vice President November 12, 2004
Name Title Date
Northern Region - U.S. Corporate

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Vice President, Government Policy
Issued On: March 20, 2003

Effective: March 21, 2003

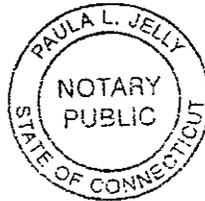
CERTIFICATION

I, William Cronin, certify that I am a duly authorized officer of Energy America, LLC (Transmission Customer) and that Energy America, LLC (Transmission Customer) will not request service under this Service Agreement to assist an Eligible Customer to avoid the reciprocity provision of this Open-Access Transmission Tariff.

William Cronin
(Name)
Senior Vice President,
Northern Region - U.S. Corporate
(Title)

Subscribed and sworn before me this 12 day of November, 2004.

Paula L. Jelly
(Notary Public)



PAULA L. JELLY
NOTARY PUBLIC
STATE OF CONNECTICUT
Com. Expires 4-30-08

My Commission expires: 4/30/08

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Issued By: Craig Glazer
Vice President, Government Policy
Issued On: March 20, 2003

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ATTACHMENT F-1

**Form of Umbrella Service Agreement for
Network Integration Transmission Service
Under State Required Retail Access Programs**

- 1.0 This Service Agreement dated as of 2/15/03, including the Specifications For Network Integration Transmission Service Under State Required Retail Access Programs attached hereto and incorporated herein, is entered into, by and between PJM Interconnection, L.L.C. ("Transmission Provider") and Energy America, LLC, a transmission customer participating in a state required retail access program and/or a program providing for the contractual provision of default service or provider of last resort service ("Network Customer").
- 2.0 The Network Customer has been determined by the Transmission Provider to have a valid request for Network Integration Transmission Service under the Tariff and to have satisfied the conditions for service imposed by the Tariff to the extent necessary to obtain service with respect to its participation in a state required retail access program.
- 3.0 To the extent required, the Transmission Provider has determined that an adequate deposit under Section 29.2 of the Tariff has been made.
- 4.0 Service under this Service Agreement shall commence on May 1, 2004, and shall terminate on such date as mutually agreed upon by the parties, unless state law or regulations specify a limited period for service, or unless earlier terminated for default under Section 7.3 of the Tariff.
- 5.0 The Transmission Provider agrees to provide, and the Network Customer agrees to take, Network Integration Transmission Service in accordance with the Tariff, including the Operating Agreement of the PJM Interconnection, L.L.C. ("Operating Agreement") (which is the Network Operating Agreement under the Tariff and is incorporated herein by reference) and this Service Agreement, as they may be amended from time to time.
- 6.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below.

Transmission Provider

PJM Interconnection, L.L.C.
955 Jefferson Avenue
Valley Forge Corporate Center
Norristown, PA 19403-2497

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Vice President, Government Policy
Issued On: March 20, 2003

Effective: March 21, 2003

Network Customer

Energy America, LLC
263 Tresser Blvd.
One Stamford Plaza, 8th Floor
Stamford, CT 06901

IN WITNESS WHEREOF, the Transmission Provider and the Network Customer have caused this Service Agreement to be executed by their respective authorized officials.

Transmission Provider

By: Philip S. Harris 2/15/05
Name Title Date

Network Customer

By: William J. [Signature] Senior Vice President November 12, 2004
Name Title Date
Northern Region - U.S.
CORPORATE

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SPECIFICATIONS FOR
NETWORK INTEGRATION TRANSMISSION SERVICE
PURSUANT TO STATE REQUIRED RETAIL ACCESS PROGRAMS

- 1.0 Term of Service: The term of service under this Service Agreement shall be from _____, until terminated by mutual agreement of the parties, unless state law or regulations specify a limited period for service or unless earlier terminated for default under Section 7.3 of the Tariff.
- 2.0 Network Operating Agreement: In accordance with Section 29.1 of the Tariff, the Network Customer must be a member of PJM Interconnection, L.L.C. and a signatory to the Operating Agreement.
- 3.0 Network Load and Network Resources: The Network Customer shall be responsible for the Transmission Provider receiving the information pertaining to Network Load and Network Resources described in this section. Such information shall be provided in accordance with procedures established by the Transmission Provider. With respect to service requests under this umbrella Service Agreement, the Transmission Provider will deem the provision of the information specified in this section as complying with the application requirements set forth in Section 29.2 of the Tariff.
- 3.1 Network Load: For Network Load within the area comprised of the PJM Control Area and the PJM West Region, the Network Customer shall arrange for each electric distribution company ("EDC") delivering to the Network Customer's load to provide directly to the Transmission Provider, on a daily basis, the Network Customer's peak load, by bus, coincident with the annual peak load of the Zone as determined under Section 34.1 of the Tariff. The peak load shall be expressed in terms of tenths of a megawatt and shall include all losses within the PJM Control Area and PJM West Region, including 500 kV transmission losses, other transmission losses, and distribution losses. Unless a more specific bus distribution is available, the EDC may provide a bus distribution for the Network Customer's peak load proportional to the bus distribution for all of the load in the Zone. The information must be submitted directly to the Transmission Provider by the EDC, unless the Transmission Provider approves in advance another arrangement. For Non-Zone Network Load, the Network Customer shall provide to the Transmission Provider, on a daily basis, the Network Customer's peak load, by interconnection at the border of the area comprised of the PJM Control Area and PJM West Region, coincident with the annual peak load of such area as determined under Section 34.1 of the Tariff. The peak load for such Non-Zone Network Load shall be expressed in terms of tenths of a megawatt and shall not include losses within the PJM Control Area or PJM West Region. A service request shall be granted upon submission of the information set forth in this Section 3.1 without any further confirmation procedures.

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Vice President, Government Policy
Issued On: March 20, 2003

Effective: March 21, 2003

- 3.2 Network Resources: The Network Customer, as necessary, shall designate from time to time its Network Resources. Such Network Resources must be acceptable to the Transmission Provider as Network Resources in accordance with the Tariff and the Operating Agreement. Designations of resources that have not previously been accepted as Network Resources of any Network Customer or Transmission Customer shall include the information set forth in Section 29.2(v) of the Tariff. Changes in the designation of Network Resources will be treated as an application for modification of service. The Network Customer shall confirm the acceptance of a Network Resource within 15 days of the completion of a System Impact Study or 30 days after completion of a Facilities Study, as is applicable. The Transmission Provider will maintain a current list of Network Resources, which shall be updated from time to time.
- 3.3 Hourly Load: The Network Customer and/or the EDCs delivering to the Network Customer's load shall provide to the Transmission Provider, on a daily basis, hourly loads and an associated bus distribution for the Network Load. For Network Load within the area comprised of the PJM Control Area and PJM West Region, hourly loads required under this Section shall include all losses within such area, including 500 kV transmission losses, other transmission losses, and distribution losses. The Network Customer shall notify the Transmission Provider whether the Network Customer or the EDC or both will submit the hourly loads.
- 3.4 Energy Schedules: The Network Customer shall schedule energy for its hourly loads in accordance with the Appendix to Attachment K of the Tariff.
- 3.5 Interruptible Loads: The Network Customer shall inform or shall arrange for each EDC delivering to Network Customer's load to inform Transmission Provider about the amount and location of any interruptible loads included in the Network Load. This information shall include the summer and winter peak load for each interruptible load (had such load not been interruptible), that portion of each interruptible load subject to interruption, the conditions under which an interruption can be implemented, and any limitations on the duration and frequency of interruptions.
- 3.6 Procedures for Load Determination: The procedures by which an EDC will determine the peak and hourly loads reported to the Transmission Provider under Sections 3.1 and 3.3 may be set forth in a separate schedule to the Tariff for each EDC.
- 4.0 Energy Imbalance Service: The Network Customer will receive Energy Imbalance Service from the Transmission Provider in accordance with Schedule 4 of the Tariff. Energy Imbalance Service is considered to be PJM Interchange and will be charged at the hourly locational marginal price determined pursuant to Section 2 of the Appendix to Attachment K of the Tariff.

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- 5.0 Reconciliation Billing: For Network Load within the area comprised of the PJM Control Area and PJM West Region, to the extent required, the Transmission Provider will reconcile the Network Customer's hourly energy responsibilities as initially reported to Transmission Provider and its hourly energy consumption based on, or estimated from, metered usage, and provide corresponding charges and credits to Network Customer. Such reconciliation, if required, shall be made at the same rates as Energy Imbalance Service.
- 6.0 Designation of party subject to reciprocal service obligation: The Network Customer shall comply with Section 6 of the Tariff.
- 7.0 Name(s) of any Intervening Systems providing transmission service: To the extent any Network Resources are located outside the area comprised of the PJM Control Area and PJM West Region, the list of Network Resources maintained by the Transmission Provider referenced in Section 3.2 of these specifications, shall identify any intervening systems needed to deliver those Network Resources to the Network Customer's retail load.
- 8.0 Charges: Service under this Service Agreement may be subject to some combination of the charges detailed below. (The appropriate charges for individual transactions will be determined in accordance with the terms and conditions of the Tariff.)
- 8.1 Embedded Cost Transmission Charge: The embedded cost transmission charge shall be determined in accordance with the formula set forth in Section 34 of the Tariff.
- 8.2 System Impact and Facilities Study Charges: To the extent Network Resources are located outside, or a new resource is added to, the PJM region, a System Impact Study and/or Facilities Study Agreement and related charges may be required pursuant to Section 32 of the Tariff.

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Issued On: March 26, 2003

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- 8.3 Direct Assignment Facilities Charge: To the extent that facilities or portions of facilities must be constructed by a Transmission Owner for the sole use or benefit of the Network Customer to accommodate the service requested by the Network Customer, the Network Customer shall be responsible for the cost of such Direct Assignment Facilities, and the charges for such facilities shall be specified at the time that the Transmission Provider determines the facilities that are needed to provide the requested service.
- 8.4 Ancillary Services Charge: In addition to Energy Imbalance Service, Transmission Provider shall bill the Network Customer for ancillary services in accordance with Schedules 1, 1-A, 2, 3, 5, 6, and 9 of the Tariff. To the extent required, the ancillary services charges shall also be reconciled based on any differences between the Network Customer's hourly energy responsibilities as initially reported to Transmission Provider and its hourly energy consumption based on, or estimated from, metered usage.
- 8.5 Other Supporting Facilities Charge: None.
- 8.6 Losses: For Non-Zone Network Load, losses of 3 percent for on-peak hours and 2.5 percent for off-peak hours shall be supplied as set forth in the Appendix to Attachment K of the Tariff.
- 8.7 Other Charges: Transmission Provider shall charge Network Customer any and all other charges set forth in the Tariff applicable to providing Network Integration Service.
- 9.0 Designated Agent: To the extent that a Designated Agent for one or more Network Customers provides to the Transmission Provider any of the information required by these Specifications, it shall provide the information separately for each Network Customer.

CERTIFICATION

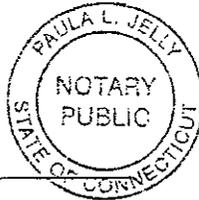
I, William Cronin, certify that I am a duly authorized officer of Energy America, LLC (Transmission Customer) and that Energy America, LLC (Transmission Customer) will not request service under this Service Agreement to assist an Eligible Customer to avoid the reciprocity provision of this Open-Access Transmission Tariff.

William Cronin
(Name)

Senior Vice President,
Northern Region -
U.S. Corporate
(Title)

Subscribed and sworn before me this 12 day of November, 2004.

Paula L. Jelly
(Notary Public)



PAULA L. JELLY
NOTARY PUBLIC
STATE OF CONNECTICUT
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My Commission expires: 4/30/08

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