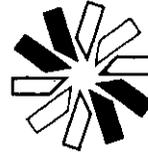


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April 29, 2014

Pennsylvania Public Utility Commission
Attn: Secretary's Bureau
Commonwealth Keystone Building
2nd Floor, Room N-201
PO Box 3265
Harrisburg, PA 17105-3265

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APR 29 2014

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Via: FedEx

Re: Load Serving Entity Compliance, Docket M-2010-2157431

A-110056

To Whom It May Concern:

Please see the enclosed proof of registration as a PJM Load Serving Entity on behalf of The Energy Cooperative Association of Pennsylvania ("The Energy Coop"). Enclosed are copies of the original membership signature page as well as a copy of the PJM Member list, current as of April 29th, 2014. Should you require further information or have any questions, please feel free to contact me. Thank you.

Respectfully Submitted,

Jennifer Reed
(267) 238-4797
jreed@ces-ltd.com

On behalf of the Energy Cooperative Association of Pennsylvania

Enclosures/



955 Jefferson Avenue
Valley Forge Corporate Center
Narristown, PA 19403-2197

December 22, 2003

Nadia Adawi, Director
Energy Cooperative Association of Pennsylvania
1218 Chestnut Street
Suite 1003
Philadelphia, PA 19107

RE: Executed Agreements

Dear Ms. Adawi,

I have enclosed an executed agreement for your records. Please feel free to contact me if you have additional questions or concerns.

Best Regards,

A handwritten signature in black ink that reads "April Mays-Parks".

April Mays-Parks
PJM Member Relations Representative

Enclosures

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Attachment A

Application for Membership
Between
The PJM Interconnection, L.L.C.
and
Energy Cooperative Association of Pennsylvania dba The Energy Cooperative
(Company's Name)

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 prorated for the remainder of the year of application, pending FERC approval, 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.

Applicant:

By: Nadia Adawi

Name: Nadia Adawi

Title: Director of Operations

Date: 11/1/03

PJM Interconnection, L.L.C.

By: Phillip G. Harris

Name: Phillip G. Harris

Title: President & CEO

Date: 12/15/03

RECEIVED

APR 29 2014

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Attachment F

STANDARD FORM OF AGREEMENT TO BECOME A MEMBER OF THE LLC

Any entity which wishes to become a signatory to the Agreement shall, pursuant to Section 11.6(c) thereof, 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 11/17/03, is entered into among Energy Cooperative Association of Pennsylvania and the President of the LLC acting on behalf of its Members.
- (2) Energy Cooperative Association of Pennsylvania has demonstrated that it meets all of the qualifications required of a Member to the Operating Agreement. If expansion of the PJM Control Area is required to integrate Energy Cooperative Association of Pennsylvania's facilities, a copy of Attachment J from the Tariff marked to show changes in Control Area boundaries is attached hereto. Energy Cooperative Association of Pennsylvania agrees to pay for all required metering, telemetering and hardware and software appropriate for it to become a member.
- (3) Energy Cooperative Association of Pennsylvania agrees to be bound by and accepts all the terms of the Operating Agreement as of the above date.
- (4) Energy Cooperative Association of Pennsylvania hereby gives notice that the name and address of its initial representative to the Members Committee under the Operating Agreement shall be:

Nadia Adawi, Director, The Energy Cooperative, 1218 Chestnut St., Suite 1003, Philadelphia, PA 19107
- (5) The President of the LLC is authorized under the Operating Agreement to execute this Supplemental Agreement on behalf of the Members and to file it with regulatory authorities having jurisdiction.
- (6) The Operating Agreement is hereby amended to include Energy Cooperative Association of Pennsylvania as a Member of the LLC thereto, effective as of _____.

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

Members of the LLC

By: Phillip G. Harris 12/15/03

Name: Phillip G. Harris

Title: President and CEO

By: Nadia Adawi

Name: Nadia Adawi

Title: Director of Operations

(a) The Reliability Committee shall endeavor to impose on any contractors retained to provide technical support or to otherwise assist with the administration of this Agreement a contractual duty of confidentiality that is consistent with this Section.

16.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together will constitute one instrument, binding upon all parties hereto, notwithstanding that all of such parties may not have executed the same counterpart.

16.8 No Implied Waivers. The failure of a Party or the Reliability Committee to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's or the Reliability Committee's right to assert or rely upon any such provisions, rights and remedies in that or any other instance; rather, the same shall be and remain in full force and effect.

16.9 No Third Party Beneficiaries. This Agreement is intended to be solely for the benefit of the Parties and their respective successors and permitted assigns and is not intended to and shall not confer any rights or benefits on any third party not a signatory hereto.

16.10 Dispute Resolution. Except as otherwise specifically provided in the Operating Agreement, disputes arising under this Agreement shall be subject to the dispute resolution provisions of the Operating Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

COMPANY: ENERGY COOPERATIVE ASSOCIATION OF PENNSYLVANIA

BY: Nadia Adawi

NAME: Nadia Adawi

TITLE: Director of Operations

DATE: 11/3/03

Attachment G

Transmission Service Enabling Agreement
Between
PJM Interconnection L.L.C
and
Energy Cooperative Association of Pennsylvania

This Transmission Service Enabling Agreement ("Agreement") is entered into between PJM Interconnection Association ("PJM") and Energy Cooperative Association of Pennsylvania ("Transmission Customer"). By executing this Agreement and proving creditworthiness the Transmission Customer becomes eligible to post transmission service requests on the PJM OASIS (Open Access Same Time Information System) under the terms and conditions stated in the PJM Open Access Tariff ("PJM Tariff") which was filed with the Federal Energy Regulatory Commission (FERC) on December 31, 1996 and initially implemented pursuant to the February 28, 1997 FERC order. All Transmission Customers must execute this Agreement and receive credit approval to be eligible to use the PJM OASIS. The Transmission Customer has read and understands the terms and conditions of the PJM Tariff and agrees to abide by them.

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

Transmission Customer:

By: Nadia Adawi

Nadia Adawi Director of Operations

11/7/03

Name

Title

Date

PJM Interconnection Association:

By: Phillip B. Harris

Phillip B. Harris President & CEO

12/18/03

Name

Title

Date

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 11/7/03, 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 Cooperative Association of Pennsylvania, 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 _____ 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

Issued By: Richard A. Drom
Vice President, General Counsel
Issued On: March 28, 2002

Effective: April 1, 2002

Network Customer

Energy Cooperative Association of Pennsylvania
1218 Chestnut St., Suite 1003
Philadelphia, PA 19107

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: Phillip S. Harris
Name

President & CEO
Title

12/15/03
Date

Network Customer

By: Radzi Gdawi
Name

Director of Operations
Title

1/7/03
Date

Affiliate Disclosure

The information requested below is required by PJM Interconnection, L.L.C. (PJM) to properly administer the PJM Operating Agreement, including, but not limited to, the proper listing of Member voting status in the PJM Members Committee, and to facilitate PJM employee compliance with the securities divestiture requirements of the PJM Code of Conduct. This form must be completed when applying for Membership in PJM. Disclosure of changes in affiliate status is a continuing obligation of Members, requiring confirmation by each Member's Members Committee representative annually.

Name of Member (or Applicant)

Name: Energy Cooperative Assoc of PA
EIN or Stock Symbol: 23-2172611

Web Site of Member (or Applicant)

www.theenergy.coop

Ultimate Corporate Parent(s)
of Member (or Applicant):

Name: same
EIN or Stock Symbol: _____

Non-publicly Traded Affiliates of Member (or Applicant) Name:

none
EIN: _____

(include more names below if necessary)

Publicly Traded Affiliates of Member

Name: none
Stock Symbol: _____

(include more names below if necessary)

Please note: For the purposes herein, if a PJM Member (or Applicant) controls another PJM Member (or Applicant), or they are under common control, the two are considered Affiliates. "Control" of an entity means the ownership, either directly or indirectly, in aggregate, of 10% or more of the voting shares of the entity, or representation on its Board of Directors (or equivalent), or influence over day-to-day management decisions of the entity. Please see PJM Operating Agreement §1.2 for more detail.

Also note: In the case of multiple ownership of a PJM Member (or Applicant) – such as with a joint venture - please indicate names and stock symbols (or Federal Tax ID numbers) of all companies that own, in aggregate, directly or indirectly, 10% or more of the PJM Member (or Applicant).

The above information is true and correct to the best of my knowledge, information and belief.

Nadia Adawi
[Signature]

Date 2/18/05

Nadia Adawi
[Printed Name]

Title Director of Operations

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[\(/eMailForm.aspx\)](#)

Member List

Below is a sortable list of PJM's Members. To locate a company, select the letter of the alphabet below or select 'All' to view all companies.

PJM Membership as of April 29, 2014

880 PJM Members

10 Ex-officio

Total = 890

Filter by Sector:

Other Supplier ▾

or by Type:

All ▾

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Company

Parent Company

Sector

Type

<u>Company</u>	<u>Parent Company</u>	<u>Role</u>	<u>Type</u>
E Minus LLC		Other Supplier	Voting Member
E.ON Global Commodities North America LLC	E.ON Climate & Renewables North America Inc.	Other Supplier	Affiliate
Eagle Energy, LLC		Other Supplier	Voting Member
Ebrfuel, LLC		Other Supplier	Voting Member
eCap Network, LLC		Other Supplier	Voting Member
EDF Industrial Power Services (Illinois), LLC	EDF Trading North America, LLC	Other Supplier	Affiliate
EDF Trading North America, LLC		Other Supplier	Voting Member
Edison Mission Solutions, LLC	NRG Power Marketing, LLC	Other Supplier	Affiliate
El Paso Marketing, L.P.		Other Supplier	Voting Member
Eligo Energy, LLC		Other Supplier	Voting Member
Elliott Bay Energy Trading, LLC		Other Supplier	Voting Member
EMC Development Company, Inc.		Other Supplier	Voting Member
Emera Energy Services, Inc.		Other Supplier	Voting Member
ENBALA Power Networks Inc.		Other Supplier	Voting Member
Endurance Energy Midwest LLC		Other Supplier	Voting Member
Energetix, Inc.	Direct Energy Business, LLC	Other Supplier	Affiliate
Energy Algorithms, LLC		Other Supplier	Voting Member
Energy America, LLC	Direct Energy Business, LLC	Other Supplier	Affiliate
Energy Analytics, Inc.		Other Supplier	Voting Member
Energy Authority, Inc. (The)		Other Supplier	Voting Member
Energy Consulting Services, LLC		Other Supplier	Voting Member
<u>Energy Cooperative Association of Pennsylvania (The)</u>		Other Supplier	Voting Member
Energy Cooperative of America, Inc.		Other Supplier	Voting Member
Energy Curtailment Specialists, Inc.	NRG Power Marketing, LLC	Other Supplier	Affiliate
Energy Exchange Direct, LLC		Other Supplier	Voting Member
Energy Exchange International, LLC		Other Supplier	Voting Member
Energy Investments, LLC		Other Supplier	Voting Member
Energy Plus Holdings, LLC	NRG Power Marketing, LLC	Other Supplier	Affiliate
Energy Services Providers, Inc.		Other Supplier	Voting Member
Energy Spectrum Inc.		Other Supplier	Voting Member
Energy Technology Savings LLC		Other Supplier	Voting Member
Energy Transfer Retail Power, LLC	ETC Endure Energy, LLC	Other Supplier	Affiliate
energy.me midwest llc d/b/a energy.me		Other Supplier	Voting Member
EnergyConnect, Inc.		Other Supplier	Voting Member
Energy-Links, LLC		Other Supplier	Voting Member
EnerNOC, Inc.		Other Supplier	Voting Member
EnerPenn USA, LLC		Other Supplier	Voting Member
Enerwise Global Technologies, Inc.		Other Supplier	Voting Member
Engage Energy America, LLC	Duke Energy Business Services LLC	Other Supplier	Affiliate
E-Now, LP		Other Supplier	Voting Member
Entegra Power Services, LLC	Union Power Partners, L.P.	Other Supplier	Affiliate
EPIC NJ/PA, L.P.		Other Supplier	Voting Member
ETC Endure Energy, LLC		Other Supplier	Voting Member
Ethical Electric, Inc.		Other Supplier	Voting Member
Evergreen Gas & Electric, LLC	IDT Energy, Inc.	Other Supplier	Affiliate
Evrax Claymont Steel		Other Supplier	Voting Member
Exel Power Sources, LLC		Other Supplier	Voting Member
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