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May 23, 2011

Via Hand Delivery

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street – Filing Room
Harrisburg, PA 17120

RE: License Application of Interstate Gas Supply, Inc., d/b/a IGS Energy, for Approval to Operate, Render, Furnish or Supply Electricity or Electric Generation Service as a Supplier of Retail Electric Power; Docket No. A-2011-2228643;
COMPLIANCE FILING

Dear Secretary Chiavetta:

At its May 19, 2011 Public Meeting, the Pennsylvania Public Utility Commission approved the Application of Interstate Gas Supply, Inc., d/b/a IGS Energy ("IGS") for a license to provide electric generation supply service in the Commonwealth of Pennsylvania. The Order was entered May 20, 2011, and contained a condition, at Ordering Paragraph No. 4, requiring that "Interstate Gas Supply, Inc., d/b/a IGS Energy, must file with the Commission, within 120 days, proof that it is a PJM-registered load serving entity as a party to their Reliability Assurance Agreement or that it has a contract with an entity who is such a party." The purpose of this letter is to transmit to the Commission documents in satisfaction this requirement. Accordingly, attached hereto are the documents from PJM evidencing IGS' Operating Agreement with PJM.

If you have any questions regarding the enclosed, or require additional information in satisfaction of this requirement, please do not hesitate to contact the undersigned.

Very truly yours,


Todd S. Stewart
Counsel for Interstate Gas Supply, Inc.,
d/b/a IGS Energy

TSS/bes

Enclosures

cc: Elaine McDonald, BFUS
Kathleen Aunkst, Secretary's Bureau

MAILING ADDRESS: P.O. BOX 1778 HARRISBURG, PA 17105



955 Jefferson Ave.
Valley Forge Corporate Center
Norristown, PA 19403-2497

February 10, 2011

Mr. Raymond Hamman
Interstate Gas Supply, Inc.
6100 Emerald Parkway
Dublin, OH 43016

Dear Mr. Hamman,

Welcome to PJM!

As promised, enclosed are the signed membership agreements for your records. To ensure your needs are met, PJM has assigned the Client Manager Kelly Ostertag, as your primary point of contact. She can be contacted at osterk@pjm.com/610.666.2254 respectively. You may also contact our Customer Service Center at 866-400-8980 should you have any questions as well.

Thank you,

A handwritten signature in black ink that reads "Tracy Miehke".

Tracy Miehke
PJM Interconnection

RECEIVED
2011 MAY 23 PM 4: 23
PA PUC
SECRETARY'S BUREAU

Application for Membership
Between
PJM Interconnection, L.L.C.
and

Interstate Gas Supply, Inc.
(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 Amended and Restated Operating Agreement, Third Revised Rates Schedule FERC No. 24 ("Operating Agreement"). The Applicant has read and understands the terms and conditions of the Operating Agreement. The Applicant agrees to accept the concepts and obligations set forth in this Agreement and the Operating Agreement posted on the PJM website at: <http://www.pjm.com/documents/agreements/pjm-agreements.aspx>.

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 the Operating Agreement and all other applicable costs under the PJM Open Access Transmission Tariff ("Tariff"). Such costs include but are not limited to: (i) payment obligations under Schedule 3 of the Operating Agreement; (ii) costs under Schedule 9 of the PJM Tariff; and (iii) potential default allocation payment obligations pursuant to Section 15.2 of the Operating Agreement (PJM may, under the Operating Agreement, declare members in default for not paying their invoices. If that occurs, PJM may pursue collection of the overdue invoices that exceed the collateral PJM holds from the defaulting member as well as take steps to terminate the defaulting members' membership. According to the Operating Agreement, all members are required to pay a portion of the payment default that exceeds the defaulting member's collateral held by PJM.)

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

The Applicant recognizes that it shall become a member of PJM effective as of the date that the Applicant receives the supplement to the Operating Agreement in the form prescribed in Schedule 4 of the Operating Agreement signed by the Applicant and countersigned by the President of PJM pursuant to section 11.6 of the Operating Agreement.

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:

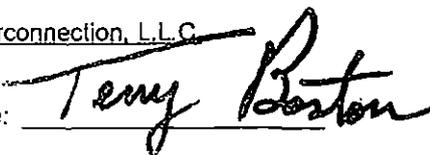
Signature: 

Name: Vincent A. Paicisi

Title: General Counsel Regulatory Affairs Office

Date: 2/2/2011

PJM Interconnection, L.L.C.

Signature: 

Name: Terry Boston

Title: President & CEO

Date: 02/10/2011

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 02/10/2011, is entered into among Interstate Gas Supply, Inc. and the President of the LLC acting on behalf of its Members.

2. Interstate Gas Supply, Inc. 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 Interstate Gas Supply, Inc.'s facilities, a copy of Attachment J from the PJM Tariff marked to show changes in the PJM Region boundaries is attached hereto. Interstate Gas Supply, Inc. agrees to pay for all required metering, telemetering and hardware and software appropriate for it to become a member.

3. Interstate Gas Supply, Inc. agrees to be bound by and accepts all the terms of the Operating Agreement as of the above date.

4. Interstate Gas Supply, Inc. hereby gives notice that the name and address of its initial representative to the Members Committee under the Operating Agreement shall be:

Raymond Hamman, 6100 Emerald Parkway, Dublin, OH 43016

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 Interstate Gas Supply, Inc. as a Member of the LLC thereto, effective as of February 10, 2011, the date the President of the LLC countersigned this Agreement.

IN WITNESS WHEREOF, Interstate Gas Supply, Inc. and the Members of the LLC have caused this Supplemental Agreement to be executed by their duly authorized representatives.

Members of the LLC

By: Terry Boston
Name: Terry Boston
Title: President & CEO

By: Vincent A. Parisi
Name: Vincent A. Parisi
Title: General Counsel Regulatory Affairs Officer

Issued By: Craig Glazer
Vice President, Government Policy
Issued On: April 30, 2004

Effective: May 1, 2004