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September 17, 2012

VIA HAND DELIVERY

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, 2<sup>nd</sup> Floor (filing room)  
Harrisburg, PA 17120

RECEIVED  
2012 SEP 17 PM 2:46  
PA PUC  
SECRETARY'S BUREAU

**RE:** Application of Agway Energy Services, LLC for Approval to Offer, Render, Furnish or Supply Electricity or Electric Generation Services as a Supplier of Retail Electric Power; Docket No. A-2011-2277881

Dear Secretary Chiavetta:

The following documents are provided in compliance with the Commission's April 12, 2012 Order granting the Application of Agway Energy Services, LLC ("Agway") for a license as an electric generation supplier ("EGS") in the Commonwealth of Pennsylvania. The Order required Agway to provide "proof that it is a PJM registered load serving entity as a party to the reliability assurance agreement, or that it has a contract with an entity who is such a party" within 120 days. On August 6, 2012, AGWAY requested, and was granted an extension by Secretarial Letter dated August 29, 2012. The enclosed document is a copy of the Executed PJM Member agreement, which satisfies the requirement that AGWAY provide proof that it is registered with PJM as a load serving entity ("LSE").

If you have any questions regarding this notification, please do not hesitate to contact me.

Very truly yours,



Todd S. Stewart  
Counsel for Agway Energy Services, LLC

TSS/alh  
Enclosures

cc: John Miller, Bureau of Technical Utility Services  
Terence X. McInerney, Agway Energy Services, LLC

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



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

September 06, 2012

Mr. Terence X. McInerney  
Agway Energy Services, LLC  
5793 Widewaters Parkway  
Syracuse, NY 13214 United States

Dear Mr. McInerney,

Welcome to PJM!

As promised, enclosed are the signed membership agreements for your records. To ensure your needs are met, PJM has assigned Client Manager, Don Williams, as your primary point of contact. He can be contacted at [willid@pjm.com](mailto:willid@pjm.com) or 610-666-4644. 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 "Amanda C Egan" followed by a horizontal line.

Amanda C. Egan  
PJM Interconnection

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Enclosures

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

Agway Energy Services, LLC

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: Douglas T. Barnworth Title: Vice President Date: 9.7.12

PJM Interconnection, L.L.C.

Signature: \_\_\_\_\_

Name: Terry Boston Title: President & CEO Date: 9/6/2012

**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 Sept 6, 2012, is entered into among Agway Energy Services, LLC and the President of the LLC acting on behalf of its Members.
2. Agway Energy Services, LLC 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 Agway Energy Services, LLC's facilities, a copy of Attachment J from the PJM Tariff marked to show changes in the PJM Region boundaries is attached hereto. Agway Energy Services, LLC agrees to pay for all required metering, telemetering and hardware and software appropriate for it to become a member.
3. Agway Energy Services, LLC agrees to be bound by and accepts all the terms of the Operating Agreement as of the above date.
4. Agway Energy Services, LLC hereby gives notice that the name and address of its initial representative to the Members Committee under the Operating Agreement shall be:

Terence X. McInerney  
5793 Widewaters Parkway,  
Syracuse, NY 13214 United States

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 Agway Energy Services, LLC as a Member of the LLC thereto, effective as of September 6, 2012, the date the President of the LLC countersigned this Agreement.

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

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Member of the LLC

By: Terry Boston

Name: Terry Boston

Title: President / CEO

By: [Signature]

Name: Douglas T. Benkocik

Title: Vice President