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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

August 20, 2013

VIA OVERNIGHT COURIER

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

**RE: SFE Energy Pennsylvania, Inc. Electric Generation Supplier License Application,
Docket No. A-2013-2353576 – PROOF OF PJM MEMBERSHIP**

Dear Secretary Chiavetta:

Enclosed please find SFE Energy Pennsylvania, Inc.'s (d/b/a) SFE or SFE Energy, proof of PJM membership.

Should there be any questions with respect to this filing, please contact the undersigned.

Most Sincerely,

Di Kellie
Market Entry Consultant
SFE Energy Pennsylvania, Inc.
100 Milverton Drive, Suite 608
Mississauga, Ontario CANADA
L5R 4H1
Direct: 905-366-7024
Mobile: 416-219-5471

DK:dk
Encl.



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

June 25, 2013

Mr. Kris Plotzke
SFE Energy, Inc.
100 Milverton Drive, Suite 608
Mississauga, ON L5R 4H1
Canada

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Dear Mr. Plotzke,

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Welcome to PJM!

As promised, enclosed you will find the signed membership agreements for your records. To ensure your needs are met, PJM has assigned Client Manager, Marie Furey, as your primary point of contact. She can be contacted at fureym@pjm.com or 610-666-8250. 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'. The signature is written in a cursive style and includes a long horizontal line extending to the right.

Amanda C. Egan
PJM Interconnection

Enclosure

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

AUG 20 2013

PA PUBLIC UTILITY COMMISSION
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SFE Energy, Inc.

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: G. Haggarty
Name: Michael Gerald Haggarty (commonly referred to as Gerry Haggarty) Title: President Date: June 10 2013

PJM Interconnection, L.L.C.
Signature: Terry Boston
Name: Terry Boston Title: President & CEO Date: 6/21/2013

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PJM Interconnection, L.L.C.
Third Revised Rate Schedule FERC No. 24

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Second Revised Sheet No. 171
Superseding Original Sheet No. 171

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 June 21, 2013, is entered into among SFE Energy, Inc. and the President of the LLC acting on behalf of its Members.
2. SFE Energy, 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 SFE Energy, Inc.'s facilities, a copy of Attachment J from the PJM Tariff marked to show changes in the PJM Region boundaries is attached hereto. SFE Energy, Inc. agrees to pay for all required metering, telemetering and hardware and software appropriate for it to become a member.
3. SFE Energy, Inc. agrees to be bound by and accepts all the terms of the Operating Agreement as of the above date.
4. SFE Energy, Inc. hereby gives notice that the name and address of its initial representative to the Members Committee under the Operating Agreement shall be:

Kris Plotzke
100 Milverton Drive, Suite 608,
Mississauga, Ontario, NA L5R 4H1 Canada

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 SFE Energy, Inc. as a Member of the LLC thereto, effective as of June 21, 2013, the date the President of the LLC countersigned this Agreement.
IN WITNESS WHEREOF, SFE Energy, 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: M. Haggarty
Name: Michael Gerald Haggarty (commonly referred to as Gerry Haggarty)
Title: President

ORIGIN ID: YZRA (905) 366-7010
JERINE VINCENT DE PAUL
SUMMITT ENERGY
100 MILVERTON DRIVE
SUITE 608
MISSISSAUGA, ON L5R4H1
CANADA, CA

Ship Date: 20AUG13
ActWgt: 1.0 LB MAN
CAD: 0969293/CAFE2608

EIN/VAT:

TO ROSEMARY CHIAVETTA, SECRETARY
PENNSYLVANIA PUBLIC UTILITY COMMISS
400 NORTH STREET 2ND FLOOR
COMMONWEALTH KEYSTONE BUILDING
HARRISBURG, PA 17120

(905) 366-7010

FedEx
Express

(US)

AWB



NA MDTA

ISR
PKG TYPE: ENV

TRK# 5382 2020 4028

Form
0430

1 of 1

INTL PRIORITY

REF:
DESC1: Correspondence (no commercial value)
DESC2:
DESC3:
DESC4:

•COUNTRY MFG: CA
•CARRIAGE VALUE: 0.00 CAD
•CUSTOMS VALUE: 0.00 CAD

SIGN: JERINE VINCENT DE PA
T/C: S *****
D/T: 0

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Canada in accordance with the export administration regulations
Diversion contrary to Canadian law prohibited. The Warsaw
Convention may apply and will govern and in most cases limit the
liability of Federal Express for loss or delay of or damage to
your shipment. Subject to the conditions of the contract.

CONSIGNEE AWB COPY — PLEASE PLACE IN POUCH