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September 30, 2013

VIA HAND DELIVERY

Rosemary Chiavetta, Secretary
PA Public Utility Commission
400 North Street, Keystone Bldg., 2nd Fl.
Room N201
Harrisburg, PA 17105-3265

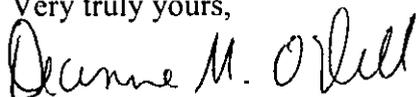
Re: DWP Energy Holdings, LLC
Docket No. A-2013-2376082

Dear Secretary Chiavetta:

By Order entered September 26, 2013 at the above-referenced docket number, DWP Energy Holdings, LLC ("DWP") was granted authority to operate as an electric generation supplier. Pursuant to Ordering Paragraph Number 3, DWP was directed to submit proof that it is a PJM Load Serving Entity (LSE). In compliance with this directive, enclosed please find the fully executed membership agreement between DWP and PJM Interconnection, LLC.

If you have any questions or require additional information, please feel free to contact me at your convenience.

Very truly yours,


Deanne M. O'Dell

Enclosures

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SECRETARY'S BUREAU



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

September 16, 2013

Patrick Maloney
DWP Energy Holdings, LLC
604 Arizona Avenue, Suite 209
Santa Monica, CA 90401 USA

Dear Patrick Maloney,

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 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, appearing to read "M. Pitts".

Marcus J. Pitts
PJM Interconnection

Enclosures

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PA PJM BUREAU
SECRETARY'S BUREAU

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

DWP Energy Holdings, 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>.

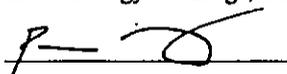
The Applicant also commits to supply data required for coordination of planning and operating, including data for capacity accounting, and agrees to pay all costs and expenses in accordance with the Operating Agreement and all other applicable costs under the PJM Open Access Transmission Tariff ('Tariff'). 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.

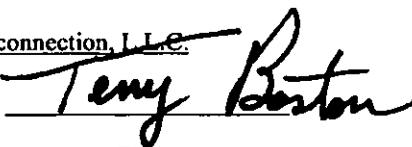
This Agreement will remain in effect until notice of termination is given in writing by the authorized representative of either the Applicant or PJM. Any financial obligations must be satisfied prior to termination of the Applicant's obligations and responsibilities under the PJM Agreement.

Applicant: DWP Energy Holdings, LLC

Signature: 

Name: Patrick Maloney Title: CEO Date: 8/23/2013

PJM Interconnection, L.L.C.

Signature: 

Name: Terry Boston Title: President & CEO Date: 9/16/2013

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PA PTD
GEORGETOWN, S. CAROLINA

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 16, 2013, is entered into among DWP Energy Holdings, LLC and the President of the LLC acting on behalf of its Members.
2. DWP Energy Holdings, 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 DWP Energy Holdings, LLC's facilities, a copy of Attachment J from the PJM Tariff marked to show changes in the PJM Region boundaries is attached hereto. DWP Energy Holdings, LLC agrees to pay for all required metering, telemetering and hardware and software appropriate for it to become a member.
3. DWP Energy Holdings, LLC agrees to be bound by and accepts all the terms of the Operating Agreement as of the above date.
4. DWP Energy Holdings, LLC hereby gives notice that the name and address of its initial representative to the Members Committee under the Operating Agreement shall be:

Patrick Maloney
604 Arizona Avenue, Suite 209,
Santa Monica, CA 90401 USA

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 DWP Energy Holdings, LLC as a Member of the LLC thereto, effective as of September 16, 2013, the date the President of the LLC countersigned this Agreement.

IN WITNESS WHEREOF, DWP Energy Holdings, LLC 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: Patrick Maloney
Name: Patrick Maloney
Title: CEO

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PJM INTERCONNECTION
V.S. BUREAU