

**Customized  
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April 23, 2015

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

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PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

VIA FEDERAL EXPRESS

Re: Load Serving Entity Compliance, Docket ~~14-2018-2155-1~~

*A-2013-2376082*

Dear Secretary,

Please see the enclosed proof of registration as a PJM Load Serving Entity on behalf of Inspire Energy Holdings, LLC ("Inspire"). Enclosed is a copy of the original membership signature page as well as a copy of the PJM Member list, current as of April 22<sup>nd</sup>, 2015.

Please contact the undersigned with any questions or concerns regarding this submission.

Respectfully Submitted,

Kira S. Bryers  
Customized Energy Solutions  
Phone: 267-238-4785  
Email: [kbryers@ces-ltd.com](mailto:kbryers@ces-ltd.com)

On behalf of Inspire Energy Holdings, LLC



Home About PJM Member Services Member List

# 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 22, 2015

955 PJM Members  
 0 Ex-officio  
 Total = 955

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Filter by Sector:

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or by Type:

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A | B | C | D | E | F | G | H | I | J | K | L | M | N | O | P | Q | R |  
 S | T | U | V | W | X | Y | Z | All

Company	Parent Company	Sector	Type
Iberdrola Renewables, LLC	Not applicable	Generation Owner	Primary Member
Icetec Energy Services, Inc.	Icetec.com, Inc.	Other Supplier	Affiliate
icetec.com, Inc.	Not applicable	Other Supplier	Primary Member
IDT Energy, Inc.	Not applicable	Other Supplier	Primary Member
Illinois Citizen Utility Board	Not applicable	End User Customer	Ex Officio
Illinois Municipal Electric Agency	Not applicable	Electric Distributor	Primary Member
Illinois Power Marketing Company	Dynegy Marketing and Trade, LLC	Generation Owner	Affiliate
IMG Midstream LLC	Not applicable	Generation Owner	Primary Member

Independence Energy Group, LLC	NRG Power Marketing, LLC	Other Supplier	Affiliate
Independent Energy Consultants, Inc.*	Not applicable		Emergency Load Program
Indiana Michigan Power Company	Appalachian Power Company	Transmission Owner	Affiliate
Indiana Municipal Power Agency	Not applicable	Generation Owner	Primary Member
Indiana Office of Utility Consumer Counselor (IN OUCC)	Not applicable	End User Customer	Ex Officio
Industrial Energy Users-Ohio	Not applicable	Other Supplier	Primary Member
Industrial Metal Treating Corp.*	Not applicable		Emergency Load Program
Inertia Power I, LLC	Not applicable	Other Supplier	Primary Member
Infigen Asset Management, LLC	Not applicable	Generation Owner	Primary Member
Ingenco Holdings, LLC	Ingenco Wholesale Power, LLC	Other Supplier	Affiliate
Ingenco Wholesale Power, LLC	Not applicable	Generation Owner	Primary Member
Innovari Market Solutions LLC	Not applicable	Other Supplier	Primary Member
Innovation Tap LLC d/b/a Innotap	Not applicable		Associate Member
Innoventive Power, LLC	Not applicable	Other Supplier	Primary Member
Inspire Energy Holdings, LLC	Not applicable	Other Supplier	Primary Member
Intelligent Generation, LLC	Not applicable	Other Supplier	Primary Member
Intergrid Mideast Group, LLC	Not applicable	Other Supplier	Primary Member
International Paper	Not applicable	Generation Owner	Primary Member
Interstate Gas Supply, Inc.	Not applicable	Other Supplier	Primary Member
Interstate Power and Light Company	Alliant Energy Corporate Services, Inc.	Other Supplier	Affiliate
Invenergy Nelson, LLC	Invenergy, LLC	Generation Owner	Affiliate
Invenergy, LLC	Not applicable	Generation Owner	Primary Member
Invictus Capital Management, Ltd.	Not applicable	Other Supplier	Primary Member

loway Energy, LLC	Solea Energy, LLC	Other Supplier	Affiliate
IPKeys Power Partners LLC	Not applicable	Other Supplier	Primary Member
Iron Energy LLC	Not applicable	Other Supplier	Primary Member
Isigma, Inc.	Not applicable		Associate Member
ITC Interconnection LLC	ITC Mid-Atlantic Development LLC	Other Supplier	Affiliate
ITC Mid-Atlantic Development LLC	Not applicable	Other Supplier	Primary Member

**Total: 37**

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**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 September 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

Issued By: Craig Glazer, Vice President, Government Policy      Issued On: April 30, 2001      Effective: May 1, 2001

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PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU



From: (215) 875-9440  
Sharon Barra  
Customized Energy Solutions  
1528 Walnut Street, 22nd Floor

Origin ID: MUVA



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Philadelphia, PA 19102

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Attn: Secretarys Bureau  
Pennsylvania Public Utility Commiss  
Commonwealth Keystone Building  
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HARRISBURG, PA 17105

Ref #  
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Dept #

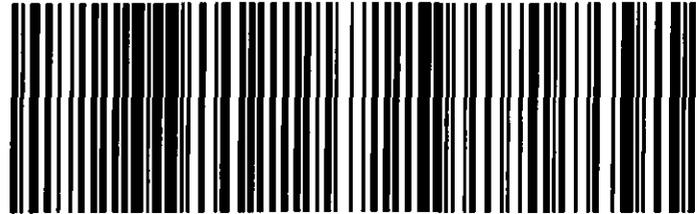
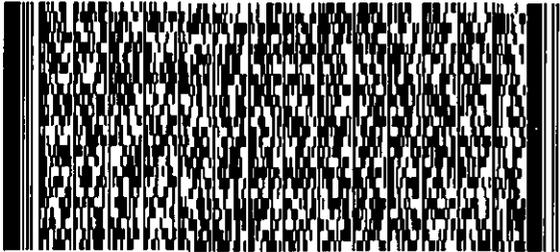
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