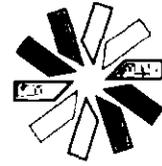


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Energy Solutions**

Analyze · Simplify · Implement



April 23, 2015

Via FedEx

Pennsylvania Public Utility Commission
Attn: Secretary's Bureau
Commonwealth Keystone Building
2nd Floor Room N-201
Harrisburg, PA 17120

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Re: Load Serving Entity Compliance, Docket M-2010-2157431/Electric Supplier License A-2011-2264916

Dear Secretary,

Please see the enclosed proof of registration as a PJM Load Serving Entity on behalf of Plymouth Rock Energy, LLC ("Plymouth"). Enclosed are copies of the original membership signature page as well as a copy of the PJM Member list, current as of April 22nd, 2015.

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

Respectfully Submitted,

A handwritten signature in black ink, reading "Kira S. Bryers". The signature is written in a cursive, flowing style.

Kira S. Bryers
Customized Energy Solutions
Phone: 267-238-4785
Email: kbryers@ces-ltd.com

On behalf of Plymouth Rock Energy, 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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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Filter by Sector:

All

or by Type:

All

[Reset List](#)

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
P.H. Glatfelter Company	Not applicable	Generation Owner	Primary Member
PA Gas Marketing LLC	Not applicable		Associate Member
Pacific Summit Energy, LLC	Not applicable	Other Supplier	Primary Member
PALMco Power DC, LLC	PALMco Power NJ, LLC	Other Supplier	Affiliate
PALMco Power IL, LLC	PALMco Power NJ, LLC	Other Supplier	Affiliate
PALMco Power MD, LLC	PALMco Power NJ, LLC	Other Supplier	Affiliate
PALMco Power NJ, LLC	Not applicable	Other Supplier	Primary Member

PALMco Power OH, LLC	PALMco Power NJ, LLC	Other Supplier	Affiliate
PALMco Power PA, LLC	PALMco Power NJ, LLC	Other Supplier	Affiliate
Panda Liberty LLC	PPGI Fund A/B Development, LLC	Other Supplier	Affiliate
Panda Patriot LLC	PPGI Fund A/B Development, LLC	Other Supplier	Affiliate
Panda Power Corporation	PPGI Fund A/B Development, LLC	Generation Owner	Affiliate
Panda Stonewall LLC	PPGI Fund A/B Development, LLC	Generation Owner	Affiliate
Panther Creek Power Operating, LLC	Arclight Energy Marketing, L.L.C.	Generation Owner	Affiliate
Park Power LLC	Not applicable	Other Supplier	Primary Member
Parma Energy, LLC	Not applicable	Other Supplier	Primary Member
PATH Allegheny Transmission Company, LLC	FirstEnergy Solutions Corp.	Transmission Owner	Affiliate
PATH West Virginia Transmission Company, LLC	Appalachian Power Company	Transmission Owner	Affiliate
Patton Wind Farm, LLC	EverPower Commercial Services, LLC	Generation Owner	Affiliate
Paulding Wind Farm II, LLC	EDP Renewables North America, LLC	Generation Owner	Affiliate
PBF Power Marketing, LLC	Not applicable	Generation Owner	Primary Member
PECO Energy Company	Exelon Business Services Company, LLC	Transmission Owner	Affiliate
Pedricktown Cogeneration Company LP	MEG Generating Company, LLC	Generation Owner	Affiliate
PEI Power Corporation	Not applicable	Generation Owner	Primary Member
PEI Power II, LLC	PEI Power Corporation	Generation Owner	Affiliate
Peninsula Power, LLC	Denver Energy, LLC	Other	Affiliate

		Supplier	
Penncat Corporation	Not applicable	Other Supplier	Primary Member
Pennsylvania Electric Company	FirstEnergy Solutions Corp.	Transmission Owner	Affiliate
Pennsylvania Office of Consumer Advocate	Not applicable	End User Customer	Ex Officio
Pennsylvania Power Company	FirstEnergy Solutions Corp.	Transmission Owner	Affiliate
Pennsylvania Renewable Resources, Associates	Not applicable	Generation Owner	Primary Member
Pentacles Electric, LLLP	Not applicable	Generation Owner	Primary Member
PEPCO Energy Services, Inc.	Potomac Electric Power Company	Other Supplier	Affiliate
Perigee Energy, LLC	Not applicable	Other Supplier	Primary Member
Perspective Energy USA, LLC	Not applicable	Other Supplier	Primary Member
PG Energy Services, Inc. dba PG Energy PowerPlus	PEI Power Corporation	Generation Owner	Affiliate
Phalanx Energy Services, LLC	Not applicable	Other Supplier	Primary Member
Philadelphia Energy Solutions Refining and Marketing LLC	Not applicable		Associate Member
Physical Systems Integration LLC	Not applicable		Associate Member
Piedmont Energy Fund, L.P.	Not applicable	Other Supplier	Primary Member
Pinnacle Power LLC	Horizon Power and Light, LLC	Other Supplier	Affiliate
PJS Capital, LLC	Not applicable	Other Supplier	Primary Member
Planet Energy (Maryland) Corp.	Planet Energy (USA) Corp.	Other Supplier	Affiliate
Planet Energy (Pennsylvania) Corp.	Planet Energy (USA) Corp.	Other Supplier	Affiliate

Planet Energy (USA) Corp.	Not applicable	Other Supplier	Primary Member
Plant-E Corp.	Not applicable	Other Supplier	Primary Member
Plymouth Rock Energy, LLC	Not applicable	Other Supplier	Primary Member
Portsmouth Genco, LLC	James River Genco, LLC	Generation Owner	Affiliate
Potomac Edison Company d/b/a Allegheny Power	FirstEnergy Solutions Corp.	Transmission Owner	Affiliate
Potomac Electric Power Company	Not applicable	Electric Distributor	Primary Member
Power Dave Fund LLC	E Minus LLC	Other Supplier	Affiliate
Power Engineers, Incorporated	Not applicable		Associate Member
Power Generation Services, Inc.	Not applicable	Other Supplier	Primary Member
Power Supply Services, LLC	Not applicable	Generation Owner	Primary Member
Powerex Corporation	Not applicable	Other Supplier	Primary Member
PowerSecure, Inc.	Not applicable	Other Supplier	Primary Member
PPGI Fund A/B Development, LLC	Not applicable	Generation Owner	Primary Member
PPL Brunner Island, LLC	PPL Energy Plus, LLC	Transmission Owner	Affiliate
PPL Electric Utilities Corporation d/b/a PPL Utilities	Not applicable	Transmission Owner	Primary Member
PPL Energy Plus, LLC	PPL Electric Utilities Corporation d/b/a PPL Utilities	Transmission Owner	Affiliate
PPL EnergyPlus Retail, LLC	PPL Energy Plus, LLC	Transmission Owner	Affiliate
PPL Holtwood, LLC	PPL Energy Plus, LLC	Transmission Owner	Affiliate
PPL Ironwood, LLC	PPL Energy Plus, LLC	Transmission	Affiliate

		Owner	
PPL Martins Creek, LLC	PPL Energy Plus, LLC	Transmission Owner	Affiliate
PPL Montour, LLC	PPL Energy Plus, LLC	Transmission Owner	Affiliate
PPL Susquehanna, LLC	PPL Energy Plus, LLC	Transmission Owner	Affiliate
Prairieland Energy, Inc.	Not applicable	End User Customer	Primary Member
Praxair, Inc.	Not applicable	End User Customer	Primary Member
Procter & Gamble Paper Products Company (The)	Not applicable	End User Customer	Primary Member
Property Endeavors, LLC	Not applicable	End User Customer	Primary Member
Providence Heights Wind, LLC	Iberdrola Renewables, LLC	Generation Owner	Affiliate
PSEG Energy Resources and Trade, LLC	Public Service Electric & Gas Company	Transmission Owner	Affiliate
PSEG Fossil LLC	Public Service Electric & Gas Company	Generation Owner	Affiliate
PSEG Nuclear LLC	Public Service Electric & Gas Company	Generation Owner	Affiliate
Public Power of Connecticut, LLC	Not applicable	Other Supplier	Primary Member
Public Service Electric & Gas Company	Not applicable	Transmission Owner	Primary Member
Pure Energy, Inc.	Not applicable	Other Supplier	Primary Member

Total: 77

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

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

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 March 4, 2011, is entered into among Plymouth and the President of the LLC acting on behalf of its Members.

Lock Energy, LLC ("Plymouth")

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

3. Plymouth agrees to be bound by and accepts all the terms of the Operating Agreement as of the above date.

4. Plymouth hereby gives notice that the name and address of its initial representative to the Members Committee under the Operating Agreement shall be:

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 Plymouth as a Member of the LLC thereto, effective as of March 4, 2011, the date the President of the LLC countersigned this Agreement.

IN WITNESS WHEREOF, Plymouth 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

Plymouth Lock Energy, LLC
By: Adam SoKol
Name: Adam SoKol
Title: V.P.

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

Effective: May 1, 2004

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APR 23 2015

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

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

Plymouth Rock Energy, LLC
(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/download/agreements/oa.pdf>.

The Applicant also commits to supply data required for coordination of planning and operating, including data for capacity accounting, and agree 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 11.8 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: [Signature]

Name: Adam Sokol

Title: President

Date: 6/29/11

PJM Interconnection, L.L.C.

Signature: [Signature]

Name: Terry Boston

Title: President & CEO

Date: 3/4/2011

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

Philadelphia, PA 19102

Origin ID: MUVA



Ship Date: 23APR15
ActWgt: 0.3 LB
CAD: 7872057/NET3610

Delivery Address Bar Code



SHIP TO: (215) 875-9440

BILL SENDER

Attn: Secretarys Bureau
Pennsylvania Public Utility Commiss
Commonwealth Keystone Building
2ND FLOOR, ROOM N-201
HARRISBURG, PA 17105

Ref #
Invoice #
PO #
Dept #

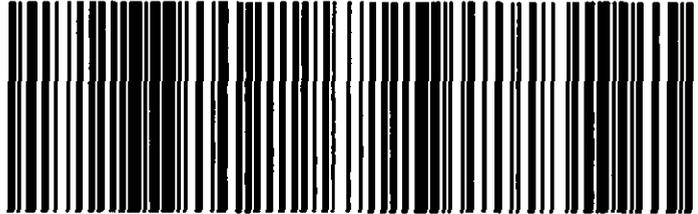
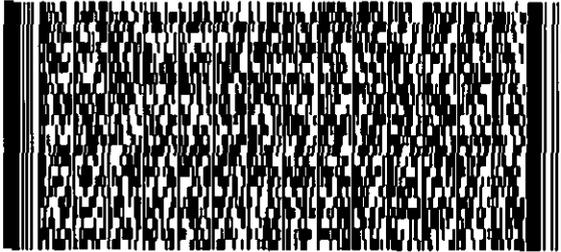
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