

RESPOND ◀▶ POWER

April 28, 2016

Pennsylvania Public Utility Commission
Assessment Section Room N-303
400 North Street
Harrisburg, Pennsylvania 17120

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APR 28 2016

Re: Docket No. M-2010-2157431
Respond Power LLC
License # A-2010-2163898

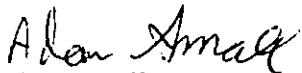
PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

To Whom It May Concern,

I have enclosed proof of registration as a PJM Load Serving Entity for Respond Power LLC.

If you have any questions, please contact me at (347) 274-0893 or asmall@respondpower.com.

Regards,


Adam Small
General Counsel
Respond Power LLC
100 Dutch Hill Rd., Suite 310
Orangeburg, NY 10962



Home About PJM Member Services Member List

Member List

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

PJM Membership as of April 28, 2016

954 PJM Members
13 Ex Officio
Total = 967

Reset

Current Members		Pending Members	
Company	Parent Company	Sector	Member Type
<input type="text" value="respond"/>	<input type="text" value="Search"/>	<input type="text" value="All"/>	<input type="text" value="All"/>
Respond Power, LLC	Not applicable	Other Supplier	Voting

Total: 1



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

September 9, 2010

Mr. Saul Horowitz
Respond Power LLC
100 Dutch Hill Road
Suite 310
Orangeburg, NY 10962

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Dear Mr. Horowitz,

Welcome to PJM!

As promised, enclosed are the signed membership agreements for your records. To ensure your needs are met, PJM has assigned the client managers, Michelle Souder (610-666-4729), Risa Holland (610-666-8969) and Lew Pinkerton (610-666-2284) as your primary points of contact. 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 "Tracy Miehke".

Tracy Miehke

PJM Interconnection

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 09/09/10, is entered into among Respond Power and the President of the LLC acting on behalf of its Members. LLC ("Respond")

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

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

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

Saul Horowitz Respond Power 100 Dutch Hill Road Suite 310
Orangeburg NY 10962

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 Respond as a Member of the LLC thereto, effective as of September 9, 2010, the date the President of the LLC countersigned this Agreement.

IN WITNESS WHEREOF, Respond 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

By: Saul Horowitz
Name: Saul Horowitz
Title: CEO

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

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

Effective: May 1, 2004

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

Regard Power LLC
(Company's Name)

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

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/downloads/agreements/oa.pdf>.

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: Saul Horowitz

Title: CEO

Date: 3/5/10

PJM Interconnection, L.L.C.

Signature: 

Name: Terry Boston

Title: President & CEO

Date: 09/09/10

ORIGIN ID:PSBA (945) 480-7430
ADAM SMALL
MAJOR ENERGY SERVICES
100 DUTCH HILL ROAD
SUITE 310
ORANGEBURG, NY 10962
UNITED STATES US

SHIP DATE: 28APR16
ACTWGT: 1.00 LB
CAD: 104148596/NET3730

BILL SENDER

TO

PA PUBLIC UTILITY COMMISSION
400 NORTH ST
ASSESSMENT SECTION RM# N-303
HARRISBURG PA 17120

(717) 772-7777 REF:AS:PA:PLC
PA DEPT

540J111042727F



J161016826591uv

FRI - 29 APR 3:00P

STANDARD OVERNIGHT

TRK# 7762 1799 8053
0201

EN MDTA

17120
PA-US MDT



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