

April 30, 2016

Secretary's Bureau Pennsylvania Public Utility Commission Commonwealth Keystone Building 2nd Floor, Room-N201 PO Box 3265 Harrisburg, PA 17105-3265 RECEIVED

MAY 2 2016

PA PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU

**SENT VIA COURIER** 

RE: Proof of Registration as a PJM Load Serving Entity
Planet Energy (Pennsylvania) Corp.
Docket No. M-2010-2157431

Dear Commission Secretary,

A-2011-2223534

Please see attached Planet Energy (Pennsylvania) Corp.'s Load Serving Compliance showing proof of registration as a PJM Load Serving Entity. This is in reference to Docket No. M-2010-2157431

If you should have any questions or concerns, please feel free to contact me directly.

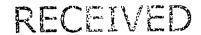
Sincerely,

Nadia Hack

**Executive Assistant** 

647-253-9622

nhack@planetenergy.ca



MAY 2 2016

#### LOAD SERVING ENTITY COMPLIANCE REQUIREMENT FORM

PA PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU

On an annuals basis, EGSs providing retail electric supply service (i.e. take title to electricity) must file with the Commission this Load Serving Entity (LSE) Compliance Requirement Form. EGSs are directed to attach to this form documentation which provides the following:

- Proof of registration as a PJM LSE, or
- Proof of a contractual arrangement with a registered PJM LSE that facilitates the retail electricity services of the EGS.

Examples of sufficient documentation to satisfy this compliance requirement include, but may not be limited to:

- A screen print showing that the EGS is listed as a Party to an effective version of the PJM Reliability Assurance Agreement (RAA), located at Schedule 17 of the RAA.
- Correspondence, such as an e-mail screen print or regular mail scan, from PJM verifying membership as an LSE.
- Documentation of an effective contract between the EGS and another party that serves as the LSE on behalf of the EGS. In such a case, the documentation must also include proof that the party fulfilling the LSE role is indeed registered with the PJM as an LSE

EGSs may mark all or portions of their filing confidential.

EGSs which do not provide retail electric supply service, such as brokers, must file an LSE Compliance Requirement Form with the appropriate box checked below. No attached documentation is necessary for EGSs whom operate in such a capacity.

#### SELECT ONLY ONE OF THE FOLLOWING



EGS provides retail electric supply service and has attached compliance with the LSE requirement hereto.

Description of attachment (provide a brief description of the attachment below):

- Copy of Signed Agreement
- Screen Shot from PJM listing Planet Energy (USA) Corp. as an active primary member

IJ	EGS does not provide retail electric supply service and therefore, is not presently obligated to
	provide such documentation.



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

January 7, 2011

Mr. David Ellis Planet Energy (Pennsylvania) Corp. 10 Kingsbridge Garden Circle Suite 800 Mississauga, Ontario L5R3K6 Canada

Dear Mr. Ellis,

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 Manager Kelly Ostertag, as your primary point of contact. She can be contacted at osterk@pjm.com/610.666.2254 respectively. You may also contact our Customer Service Center at 866-400-8980 should you have any questions as well.

Thank you,

Tracy Miehlke

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 <u>Danvary 1, 2011</u>, is entered into among Planet Energy (Pennsylvania) Corp. and the President of the LLC acting on behalf of its Members.
- 2. Planet Energy (Pennsylvania) Corp. 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 Planet Energy (Pennsylvania) Corp.'s facilities, a copy of Attachment J from the PJM Tariff marked to show changes in the PJM Region boundaries is attached hereto. Planet Energy (Pennsylvania) Corp. agrees to pay for all required metering, telemetering and hardware and software appropriate for it to become a member.
- 3. Planet Energy (Pennsylvania) Corp. agrees to be bound by and accepts all the terms of the Operating Agreement as of the above date.
- 4. Planet Energy (Pennsylvania) Corp. hereby gives notice that the name and address of its initial representative to the Members Committee under the Operating Agreement shall be:

David Ellis, Planet Energy (Pennsylvania) Corp.

80 Kingsbridge Garden Circle, Suite 800

Mississauga, Ontario, L5R3K6, Canada

- 5. The President of the LLC is authorized under the Operating Agreement to execute this Supplemental Agreement on behalf of the Members.

IN WITNESS WHEREOF, Planet Energy (Pennsylvania) Corp. and the Members of the LLC have caused this Supplemental Agreement to be executed by their duly authorized representatives.

By:
Name:
Title: President CCO

By:
Name: Christopher Gaffney
Title: Executive Vice President & CLO

Effective: May 1, 2004

Issued By: Craig Glazer

Vice President, Government Policy

Issued On: April 30, 2004

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

Planet Energy (Pennsylvania) Corp	
(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.pim.com/documents/agreements/pim-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:

Name: Christopher Gaffney

Title: Executive Vice President & CLO

Date: Jun 3 2011

PJM Interconnection, L.L.

Signature:

Name: Terry Boston

Title: President & CEO

Date: (1711



PJM Interconnection Valley Forge Corporate Center 955 Jefferson Avenue Norristown, PA 19403-2497

Audrey D. Williams Paralegal, Contract Administrator 610.666.4651| fax 610.666.8211 willia@pjm.com

January 12, 2011

# **VIA EMAIL**

Dianne Kellie Planet Energy (USA) Corporation 10 Kingsbridge Garden Circle Suite 800 Mississauga, ONT L5R3K6 Canada

## Dear Dianne:

Planet Energy (Pennyslvania) Corporation has become a PJM Member as of January 7, 2011 and is known on the PJM system by its short name of "PLNTPA", Org. ID 20,435.

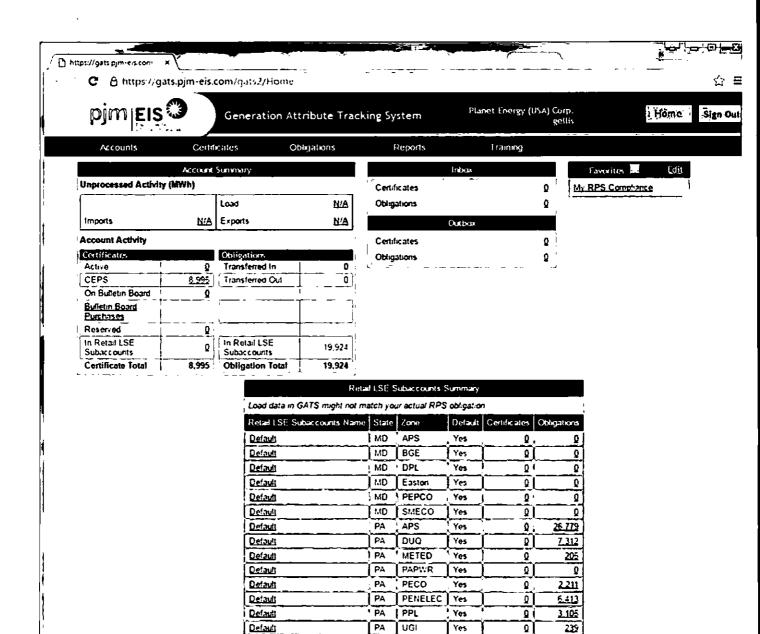
Planet Energy (Pennsylvania) Corporation signed the PJM Reliability Assurance Agreement on January 7, 2011.

If you have any questions or need additional information, please let me know.

Sinterely,

Audrey D. Willams

Paralegal / Contract Administrator



## -/IPurolator

#### Purolator Express Envelope U.S.

#### FROM / DE

Planet Energy Katherine Brush 5255 YONGE ST **SUITE 1500** NORTH YORK, ON M2N 6P4 Canada 416-250-7117 x 3083

Penn. Public Utility Commissio 400 North Street Commonwealth Keystone HARRISBURG, PA, 171053265 United States



## **PUROLATOR PIN: 6911502566**

# **DOCS**

DESC: DOCUMENTS VALUE: \$ 2.00 CAD COUNTRY OF MFG: Canada

**DATE: 02 MAY 2016** 

PIECES: 1 of/de 1 WEIGHT/POIDS: 1 LB

# **DUTIES/TAX**

DDU: [X] DDP:[ ]

DESTINATION

MDT



ESO - POR

Purolator's published terms and conditions apply. Warsaw Convention, 1929, as amended or supplemented (including liability kmits therein), may also apply if shipment crosses international border(s). Les modalités et conditions publiées par Purolator s'appliquent. La Convention de Varsovie de 1929, dans sa version modifiée ou étoffée (y compris les limites de responsabilité qui y sont prèvues), peut également s'appliquer si l'envoi franchit une ou plusieurs frontières.

#### No Declared Value Entered By Sender / Aucune valeur déclarée entrée par

#### CONDITIONS OF CARRIAGE

IMPORTANT - PLEASE READ: The consignor agrees that the act of tendering the shipment to the carrier for transportation shall be sufficient to constitute signature of this bill of lading by the consignor and shall bind the consignor to the conditions of carriage stated below.

RECEIPT Carrier acknowledges receiving from the shipper, at the point of origin and on the date specified, the shipment described in this bill of lading in apparent good order, except as noted (contents and conditions of contents of shipment unknown), and agrees to carry and deliver the shipment to the receiver at the destination set out in this bill of lading, subject to payment of all lawful charges. "Carrier" refers to Purolator Inc. and any connecting and/or successive carriers involved in the transportation of the shipment herein described, including any of their respective subsidiaries, controlled entities, and their respective employees, agents and independent contractors.

LIMITATION ON LIABILITY Carrier's liability in respect of the shipment described in this bill of lading (including for any loss, damage, delay, misdelivery, non-delivery or failure to deliver) is limited to \$2.00 per pound (\$4.41 per kilogram) computed on the total weight of the shipment, unless a higher value is declared in the specially marked Purolator Ordine Shipping user entry field, "Declared Value for Insurance (\$)". Notwithstanding any disclosure of the nature or value of the goods carried or any special agreement to the contrary, carrier is not liable under any circumstances for the consequences of detay, or for any Indirect or consequential damages (including lost profits) howsoever caused.

NOTICE OF CLAIM Carrier is not liable for any loss, damage or delay to any goods carried under this bitl of lading unless notice of the claim setting out particulars of the origin, destination and date of shipment of the goods and the estimated amount claimed in respect of such loss, damage or delay is given in writing to the carrier within sixty (60) days after the delivery of the goods, or, in the case of failure to make delivery, within nine (9) months from the date of shipment. Subject to any overriding statutory provisions, the final statement of the claim must be filed within nine (9) months from the date of shipment, together with a copy of the paid freight bill. If the Convention applies, other notice periods may govern. No claim will be entertained until all transportation charges due in connection with this bill of lading have been paid in full. All claims are subject to proof of amount of loss.

TERMS INCORPORATED BY REFERENCE Every service to be performed under this bill of lading is subject to the conditions of carriage contained in this bill of lading, including the terms and conditions contained in Purolator Inc.'s published terms and conditions of carriage and the terms and conditions prescribed by the law of the jurisdiction where the goods onginate (including the uniform conditions of carriage thereunder, if any). If the carriage involves an ultimate destination or a stop in a country other than the country of departure, the Convention (as defined below) may apply and timit the liability of the carrier in respect of loss of, damage to or delay of cargo, "Convention" means the Convention for the Unification of Certain Rules relating to International Carriage by Air, signed at Warsaw, Poland, 12 October, 1929, or the Convention for the Unification of Certain Rules for International Carriage by Air, signed at Montreal, Canada, 28 May, 1999, or those Conventions as amended or supplemented as may be applicable to the carriage

MISCELLANEOUS Unless otherwise indicated, the consignor's name and address is the sender's name and address indicated on this bill of lading, and the latter is the place of execution and the place of departure; the consignee's name and address is the receiver's name and address indicated on this bill of lading, and the latter is the place of destination; and the date indicated on this bill of lading is the date of execution. There are no specific stopping places which are agreed to, and the carrier reserves the right to select the route and the mode of transportation that the carrier deems appropriate. The consignor warrants that the shipment is properly described on this bill of lading and on any accompanying documentation, and that the shipment is properly marked, addressed and packed to ensure safe transportation in accordance with the carrier's ordinary care in handling. Unless otherwise indicated on this bill of tading, the consignor waives its right to determine the volume or dimensions of the shipment, and to indicate same on this bill of lading. The consignor appoints the carrier as its agent for the performance of customs clearance and

ENTIRE AGREEMENT The terms and conditions contained in this bill of lading, including those incorporated herein by reference, constitute the entire agreement relating to the carriage of the shipment described in this bill of lading, and no agent, servant or representative of the carrier or consignor has the authority to alter, waive or otherwise modify any provision of this agreement. In tendering the shipment described herein for carriage, the consignor agrees to these terms and conditions on his own behalf and on behalf of the consignee and any other party claiming an interest in this

Fold the Bill of Lading 9 dotted Ī and insert into the adhesive bouch. Attach a Bill of Lading to each package uilez roindre un connaissement à chaque