

# RESPOND ◀▶ POWER

April 28, 2018

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

RECEIVED

APR 23 2018

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

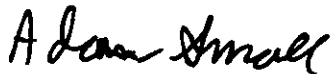
Re: **Docket No. M-2010-2157431**  
**Respond Power LLC**  
**License # A-2010-2163898**

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](mailto: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

# RECEIVED

APR 23 2018

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

PJM Membership as of April 27, 2018

1036 PJM Members

0 Ex Officio

Total = 1036

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                   | Spark Energy, LLC                   | Other Supplier                   | Affiliate Member                 |

**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

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 cursive script 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 LLC ("Respond") and the President of the LLC acting on behalf of its Members.

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

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

Regard Power 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/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 (347) 210-6969  
DAVID SOBEL

100 DUTCH HILL ROAD  
SUITE 310  
ORANGETOWN, NY 10962  
UNITED STATES US

SHIP DATE: 26APR18  
ACTWGT: 1.00 LB  
CAD: 104148596/NET3980

BILL SENDER

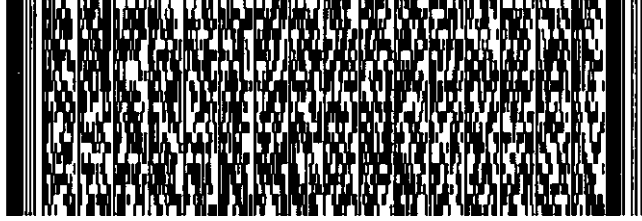
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TO **SECRETARY**  
**PA PUBLIC UTILITY COMMISSION**  
**400 NORTH ST**  
**COMMONWEALTH KEYSTONE BUILDING**  
**HARRISBURG PA 17120**

(717) 772-7777  
INV.  
PO

REF: AS-PA-PUC

DEPT:

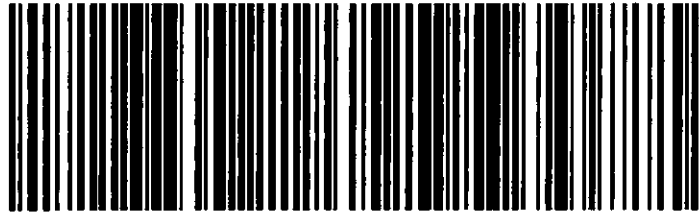


**FRI - 27 APR 10:30A**  
**PRIORITY OVERNIGHT**

TRK# **7720 9168 9839**  
0201

**EN MDTA**

**17120**  
**PA-US MDT**



**After printing this label:**

1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

**Warning:** Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number. Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on [fedex.com](http://fedex.com). FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.