

A-2011-2223534



April 7, 2020

Pennsylvania Public Utility Commission
Commission Secretary
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

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,

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
Office Manager
647-253-9622
nhack@planetenergy.ca

LOAD SERVING ENTITY COMPLIANCE REQUIREMENT FORM

On an annual 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, are not required to file an LSE Compliance Requirement Form.

The 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):

- | |
|---|
| <ul style="list-style-type: none">- Copy of Signed Agreement- Screenshot from PJM listing Planet Energy (USA) Corp. as an active primary member. |
|---|



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 (Pennsylvania) 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.

Sincerely,

A handwritten signature in cursive script that reads "Audrey".

Audrey D. Williams
Paralegal / Contract Administrator

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.pjm.com/documents/agreements/pjm-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: _____



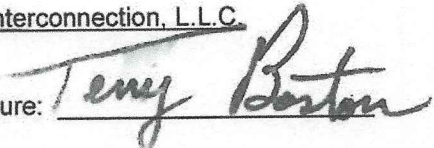
Name: Christopher Gaffney

Title: Executive Vice President & CLO

Date: Jan 3, 2011

PJM Interconnection, L.L.C.

Signature: _____



Name: Terry Boston

Title: President & CEO

Date: 1/7/11

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 January 7, 2011, 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.

6. The Operating Agreement is hereby amended to include Planet Energy (Pennsylvania) Corp. as a Member of the LLC thereto, effective as of January 7, 2011, the date the President of the LLC countersigned this Agreement.

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.

Members of the LLC

By: 

Name: Terry Boston

Title: President & CEO

By: 

Name: Christopher Gaffney

Title: Executive Vice President & CLO

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

Effective: May 1, 2004



955 Jefferson 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 Osterlag, 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 Miehke
PJM Interconnection

**PJM MINIMUM PARTICIPATION CRITERIA
OFFICER CERTIFICATION FORM**

Participant Name: Planet Energy (USA) Corp. ("Participant")

I, Darryl Parent, a duly authorized officer of Participant, understanding that PJM Interconnection, L.L.C. and PJM Settlement, Inc. ("PJMSettlement") are relying on this certification as evidence that Participant meets the minimum requirements set forth in Attachment Q to the PJM Open Access Transmission Tariff ("PJM Tariff"), hereby certify that I have full authority to represent on behalf of Participant and further represent as follows, as evidenced by my initialing each representation in the space provided below:

- DS
DP 1. All employees or agents transacting in markets or services provided pursuant to the PJM Tariff or PJM Amended and Restated Operating Agreement ("PJM Operating Agreement") on behalf of the Participant have received appropriate¹ training and are authorized to transact on behalf of Participant. YES

- DS
DP 2. Participant has written risk management policies, procedures, and controls, approved by Participant's independent risk management function² and applicable to transactions in the PJM markets in which it participates and for which employees or agents transacting in markets or services provided pursuant to the PJM Tariff or PJM Operating Agreement have been trained, that provide an appropriate, comprehensive risk management framework that, at a minimum, clearly identifies and documents the range of risks to which Participant is exposed, including, but not limited to credit risks, liquidity risks and market risks. YES

- 3. An FTR Participant (as defined in Attachment Q to the PJM Tariff) must make either the following 3.a. or 3.b. additional representations, evidenced by the undersigned officer initialing either the one 3.a. representation or the six 3.b. representations in the spaces provided below:
 - 3.a. Participant transacts in PJM's FTR markets with the sole intent to hedge congestion risk in connection with either obligations Participant has to serve load or rights Participant has to generate electricity in the PJM Region ("physical

¹ As used in this representation, the term "appropriate" as used with respect to training means training that is (i) comparable to generally accepted practices in the energy trading industry, and (ii) commensurate and proportional in sophistication, scope and frequency to the volume of transactions and the nature and extent of the risk taken by the participant.

² As used in this representation, a Participant's "independent risk management function" can include appropriate corporate persons or bodies that are independent of the Participant's trading functions, such as a risk management committee, a risk officer, a Participant's board or board committee, or a board or committee of the Participant's parent company.

transactions") and monitors all of the Participant's FTR market activity to endeavor to ensure that its FTR positions, considering both the size and pathways of the positions, are either generally proportionate to or generally do not exceed the Participant's physical transactions, and remain generally consistent with the Participant's intention to hedge its physical transactions. N/A

- 3.b. On no less than a weekly basis, Participant values its FTR positions and engages in a probabilistic assessment of the hypothetical risk of such positions using analytically based methodologies, predicated on the use of industry accepted valuation methodologies. N/A

Such valuation and risk assessment functions are performed either by persons within Participant's organization independent from those trading in PJM's FTR markets or by an outside firm qualified and with expertise in this area of risk management. N/A

Having valued its FTR positions and quantified their hypothetical risks, Participant applies its written policies, procedures and controls to limit its risks using industry recognized practices, such as value-at-risk limitations, concentration limits, or other controls designed to prevent Participant from purposefully or unintentionally taking on risk that is not commensurate or proportional to Participant's financial capability to manage such risk. N/A

Exceptions to Participant's written risk policies, procedures and controls applicable to Participant's FTR positions are documented and explain a reasoned basis for the granting of any exception. N/A

Participant has provided to PJMSettlement, in accordance with Section I A. of Attachment Q to the PJM Tariff, a copy of its current governing risk management policies, procedures and controls applicable to its FTR trading activities. N/A

If the risk management policies, procedures and controls applicable to Participant's FTR trading activities submitted to PJMSettlement were submitted prior to the current certification, Participant certifies that no substantive changes have been made to such policies, procedures and controls applicable to its FTR trading activities since such submission. N/A

- 4. Participant has appropriate personnel resources, operating procedures and technical abilities to promptly and effectively respond to all PJM communications and directions. YES

- 5. Participant has demonstrated compliance with the Minimum Capitalization criteria set forth in Attachment Q of the PJM Open Access Transmission Tariff that are applicable to the PJM market(s) in which Participant transacts, and is not aware of any change having occurred or being imminent that would invalidate such compliance. YES

6. All Participants must certify and initial in at least one of the four sections below:

a. I certify that Participant qualifies as an "appropriate person" as that term is defined under Section 4(c)(3), or successor provision, of the Commodity Exchange Act or an "eligible contract participant" as that term is defined under Section 1a(18), or successor provision, of the Commodity Exchange Act. I certify that Participant will cease transacting in PJM's Markets and notify PJMSettlement immediately if Participant no longer qualifies as an "appropriate person" or "eligible contract participant." N/A

If providing financial statements to support Participant's certification of qualification as an "appropriate person:"

I certify, to the best of my knowledge and belief, that the financial statements provided to PJMSettlement present fairly, pursuant to such disclosures in such financial statements, the financial position of Participant as of the date of those financial statements. Further, I certify that Participant continues to maintain the minimum \$1 million total net worth and/or \$5 million total asset levels reflected in these financial statements as of the date of this certification. I acknowledge that both PJM and PJMSettlement are relying upon my certification to maintain compliance with federal regulatory requirements. N/A

If providing financial statements to support Participant's certification of qualification as an "eligible contract participant:"

I certify, to the best of my knowledge and belief, that the financial statements provided to PJMSettlement present fairly, pursuant to such disclosures in such financial statements, the financial position of Participant as of the date of those financial statements. Further, I certify that Participant continues to maintain the minimum \$1 million total net worth and/or \$10 million total asset levels reflected in these financial statements as of the date of this certification. I acknowledge that both PJM and PJMSettlement are relying upon my certification to maintain compliance with federal regulatory requirements. N/A

b. I certify that Participant has provided an unlimited Corporate Guaranty in a form acceptable to PJM as described in Section I.C of Attachment Q from an issuer that has at least \$1 million of total net worth or \$5 million of total assets per Participant for which the issuer has issued an unlimited Corporate Guaranty. I certify that Participant will cease transacting PJM's Markets and notify PJMSettlement immediately if issuer of the unlimited Corporate Guaranty for Participant no longer has at least \$1 million of total net worth or \$5 million of total assets per Participant for which the issuer has issued an unlimited Corporate Guaranty. N/A

I certify that the issuer of the unlimited Corporate Guaranty to Participant continues to have at least \$1 million of total net worth or \$5 million of total assets per

Participant for which the issuer has issued an unlimited Corporate Guaranty. I acknowledge that PJM and PJMSettlement are relying upon my certifications to maintain compliance with federal regulatory requirements. N/A

DS
DP

x c. I certify that Participant fulfills the eligibility requirements of the Commodity Futures Trading Commission exemption order (78 F.R. 19880 – April 2, 2013) by being in the business of at least one of the following in the PJM Region as indicated below (initial those applicable):

1. Generating electric energy, including Participants that resell physical energy acquired from an entity generating electric energy: N/A
2. Transmitting electric energy: N/A
3. Distributing electric energy delivered under Point-to-Point or Network Integration Transmission Service, including scheduled import, export and wheel through transactions: N/A
4. Other electric energy services that are necessary to support the reliable operation of the transmission system: YES

Description only if c(4) is initialed:

RESIDENTIAL AND COMMERCIAL RETAILER

DS
DP

Further, I certify that Participant will cease transacting in PJM's Markets and notify PJMSettlement immediately if Participant no longer performs at least one of the functions noted above in the PJM Region. I acknowledge that PJM and PJMSettlement are relying on my certification to maintain compliance with federal energy regulatory requirements. YES

d. I certify that Participant has provided a letter of credit of \$5 million or more to PJMSettlement in a form acceptable to PJMSettlement as described in Section VI.B of Attachment Q that the Participant acknowledges cannot be utilized to meet its credit requirements to PJMSettlement. I acknowledge that PJM and PJMSettlement are relying on the provision of this letter of credit and my certification to maintain compliance with federal regulatory requirements. N/A

DS
DP

7. I acknowledge that I have read and understood the provisions of Attachment Q of the PJM Tariff applicable to Participant's business in the PJM markets, including those provisions describing PJM's minimum participation requirements and the enforcement actions available to PJMSettlement of a Participant not satisfying those requirements. I acknowledge that the information provided herein is true and accurate to the best of my belief and knowledge after due investigation. In addition, by signing this Certification, I acknowledge the potential consequences of making incomplete or false statements in this Certification. YES

Date: 3/10/2016

DocuSigned by:
Darryl Parent
7A835D7AD4EC4BC...

(Signature)

Print Name: Darryl Parent

Title: Senior Vice President, Energy Operations

Account Summary

Unprocessed Activity (MWh)		Load	11,635
Imports	0	Exports	0
Account Activity			
Certificates			
Active	0	Obligations Transferred In	0
CEPS	8,499	Transferred Out	0
On Bulletin Board	0		
Bulletin Board Purchases			
Reserved	228		
In Retail LSE Subaccounts	0	In Retail LSE Subaccounts	0
Certificate Total	8,727	Obligation Total	0

Certificates	Inbox	0
Obligations		0
Certificates	Outbox	0
Obligations		0

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Retail LSE Subaccounts Summary

Load data in GATS might not match your actual RPS obligation

Retail LSE Subaccounts Name	State	Zone	Default	Certificates	Obligations
Default	MD	APS	Yes	0	31
Default	MD	BGE	Yes	0	1,096
Default	MD	DPL	Yes	0	0
Default	MD	Easton	Yes	0	0
Default	MD	PEPCO	Yes	0	0
Default	MD	SMECO	Yes	0	0
Default	OH	AEP Ohio	Yes	0	3,412
Default	OH	DAY	Yes	0	1,292
Default	OH	DEOK	Yes	0	24
Default	OH	FEOH	Yes	0	14,406
Default	PA	APS	Yes	0	10,850
PennnPower	PA	APS	No	0	0
Default	PA	DUQ	Yes	0	3,466
Default	PA	METED	Yes	0	2,850
Default	PA	PAPWR	No	0	0
Penn Power	PA	PAPWR	Yes	0	837