

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
400 North Street
Harrisburg, PA 17120

Docket No. A-2018-3005732
Utility Code: 1121537

April 21th, 2020

Dear Secretary Chiavetta,

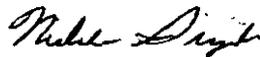
Please find enclosed filing for Robindale Retail Power Services, LLC as listed below:

1. Load Serving Entity Compliance Requirement Form – NOT CONFIDENTIAL

I, Nicholas Gingrich, hereby state that the facts above set forth are true and correct to the best of my knowledge, information and belief, and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. §4904 (relating to unsworn falsification to authorities).

Should you have any questions regarding the report, please let me know.

Thank you,



Nicholas Gingrich

Robindale Retail Power Services LLC
1501 Ligonier Street
Latrobe, PA 15650
570-884-1254
nick.gingrich@resfuel.com

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APR 22 2020

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

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):

Attached is a Guaranty Agreement from Seward Generation LLC that allows for the use of Seward Generation's PJM account to perform its LSE activities.

Also attached is an email from PJM's legal department confirming the executing of the Reliability Assurance Agreement (RAA) between PJM and Seward Generation LLC.

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GUARANTY

THIS GUARANTY is given as of April 22, 2019, by Seward Generation, LLC, a Pennsylvania limited liability company, whose principal business office is located at 11 Lloyd Avenue, Suite 200, Latrobe, Pennsylvania 15650 ("Guarantor"), to PJM Interconnection, L.L.C. ("PJM"), a Pennsylvania limited liability company, whose principal business office is located at 2750 Monroe Boulevard, Audubon, PA 19403.

RECITALS:

WHEREAS, Robindale Retail Power Services, LLC, whose principal business office is located at 11 Lloyd Avenue, Suite 200, Latrobe, Pennsylvania 15650 ("RRPS"), will conduct business beginning as of the date of this Guaranty with PJM pursuant to which RRPS may from time to time enter into power and/or related purchase and sale transactions in the PJM Control Area utilizing the Guarantor's PJM membership subaccount as a Load Serving Entity ("LSE"); and

WHEREAS, pursuant to the PJM Open Access Transmission Tariff, PJM Operating Agreement and/or the PJM Reliability Assurance Agreement among Load Serving Entities in the PJM Control Area, (the "Agreements"), PJM is authorized to require Transmission Customers and PJM Members to provide and maintain in effect appropriate creditworthiness arrangements; and

WHEREAS, PJM will accept RRPS as an authorized user of the Guarantor's PJM subaccount only if payments, penalties, and other amounts owed by RRPS to PJM will be guaranteed by Guarantor;

WHEREAS, Guarantor will directly or indirectly benefit from RRPS LSE activities and deems it to be in Guarantor's best interest to provide this guarantee to PJM; and

WHEREAS, Guarantor is willing to guarantee payments, penalties, and other amounts owed by RRPS to PJM Settlement under the terms set forth below.

NOW THEREFORE, in consideration of the above premises and the mutual promises and covenants contained below (which the Guarantor acknowledges constitute adequate consideration for its obligations hereunder) the Guarantor, intending to be legally bound, agrees as follows:

- (1) Obligations of Guarantor. Guarantor guarantees to PJM the prompt and complete payment of all amounts owed to PJM by RRPS. If all or any part of such amounts is not paid by RRPS when due, Guarantor shall, upon the demand of PJM, within a commercially reasonable period, pay such amount. This is a primary, absolute obligation of Guarantor enforceable by PJM, its successors and assigns, or any of its members on its behalf, regardless of RRPS's ability or willingness to pay.
- (2) Authorized Use. Guarantor agrees to allow RRPS to utilize Guarantor's PJM membership, including establishing a subaccount that will be used by RRPS for its LSE activities.
- (3) Duration. This Guaranty shall continue in force until the entire indebtedness covered by this Guaranty is repaid in full to PJM. PJM shall not be bound or obligated to exhaust its recourse against RRPS or other persons or take any other action before being entitled to demand performance by Guarantor hereunder. This Guaranty shall continue to be effective even in the event of the insolvency, bankruptcy or reorganization of RRPS. This Guaranty will also survive and be binding upon Guarantor following any merger, reorganization, consolidation or other change in RRPS's or Guarantor's structure, personnel, business or affairs.

- (4) Remedies of PJM. The rights and remedies of PJM under this Guaranty are cumulative and concurrent and shall not be exclusive of any other rights or remedies that PJM may have against RRPS or Guarantor. No set-off, counterclaim, reduction or diminution of an obligation or any defense of any kind or nature that Guarantor has or may have against RRPS or PJM shall affect, modify or impair the obligations of Guarantor under this Guaranty.
- (5) Waivers. Guarantor acknowledges that PJM will rely upon this Guaranty in accepting RRPS as an authorized user of the Guarantor's subaccount that will be utilized for RRPS LSE activities. Guarantor accordingly waives any claim or defense based upon lack of consideration. Guarantor also irrevocably waives presentment, demand, protest or other notice of any kind, including, without limitation, notice of acceptance of this Guaranty and notice of any claim or demand upon RRPS or Guarantor.
- (6) Effect of Bankruptcy. In the event that, pursuant to any insolvency, bankruptcy, reorganization, receivership or other debtor relief law or any judgment, order or decision thereunder, PJM must rescind or restore any payment, or any part thereof, received by PJM, any prior release or discharge from the terms of this Agreement shall be without effect, and this Agreement will remain in effect.
- (7) Miscellaneous. This Guaranty is for the benefit of PJM, its successors and assigns, and its members; and is binding upon Guarantor, its successors and assigns, except that Guarantor may not assign or transfer any of its obligations under this Guaranty, whether by operation of law or otherwise, without the prior written consent of PJM. Guarantor will reimburse PJM for any expenses incurred by PJM in enforcing this Guaranty, including reasonable legal fees. If any provision of this Guaranty is found by a court of competent jurisdiction to be prohibited or unenforceable, this Guaranty shall be ineffective only to the extent of such prohibition or unenforceability and such shall not invalidate the balance of the Guaranty. Guarantor represents and warrants to PJM that the execution, delivery and performance of this Guaranty by Guarantor have been duly authorized by all requisite corporate action of Guarantor.

IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be executed on its behalf by its duly authorized Officer as of the date shown above.

SEWARD GENERATION, LLC

By:

GENERATION MANAGEMENT, LLC
Its Manager

By: 
D. Scott Kroh, Manager

From: Romani, Lisa M. <Lisa.Romani@pjm.com>

Sent: Friday, December 20, 2019 12:59 PM

To: Nick Gingrich <ngingrich@arcova.com>

Cc: Bowker, Shannon <Shannon.Bowker@pjm.com>; Burlew, James M. <James.Burlew@pjm.com>; Moretti, Andrea, R <Andrea.Moretti@pjm.com>

Subject: RE: PJM RAA Signatory Page and OATT Attachment F Agreement

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. If you have questions about this message, or the contents of this email, please report it to Robindale Helpdesk.

Mr. Gingrich,

Attached is a PDF copy of the fully executed OATT Attachment F-1 agreement and the RAA Signatory Page for Seward Generation, LLC. I mailed the originals to you as well.

Thank you,

Lisa

Lisa M. Romani

Sr. Paralegal

PJM Interconnection, LLC

2750 Monroe Blvd.

Audubon, PA 19403

Direct: 610-666-8994/Fax: 610-666-8211

Email: lisa.romani@pjm.com

