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**VIA FEDERAL EXPRESS**

April 28, 2023

Bureau of Technical Utility Services  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street  
Harrisburg, PA 17120

**Re: City Power & Gas, LLC ("City Power")  
Electric Load Serving Entity Report  
Docket No. ~~A-2021-3025378~~**

DATE OF DEPOSIT  
APR 28 2023  
PA Public Utility Commission  
Secretary's Bureau

M-2010-2157431

Dear Sir/Madam:

In regards to the above-referenced matter, enclosed please find proof of PJM membership for City Power.

Please do not hesitate to contact me at (718) 690-3480 or by email at [MichelleMann@feller.law](mailto:MichelleMann@feller.law) if you should have any questions regarding this matter.

Respectfully,

*/s/ Michelle Mann*

Michelle Mann  
Director of Government Affairs and  
Regulatory Paralegal  
Feller Law Group, PLLC  
Phone: (718) 690-3480  
Email: michellemann@feller.law

*On behalf of City Power & Gas, LLC*

Enclosure

DATE OF DEPOSIT

APR 28 2023

**LOAD SERVING ENTITY COMPLIANCE REQUIREMENT FORM**

PA Public Utility Commission  
Secretary's Bureau

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.

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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):*

**PJM proof of membership along with signed membership agreement from PJM.**

APR 28 2023

PJM Interconnection, L.L.C.  
Third Revised Rate Schedule FERC No. 24

PA Public Utility Commission  
Secretary's Bureau Second Revised Sheet No. 171  
Superseding Original Sheet No. 171

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 3/10/2021, is entered into among City Power & Gas, LLC and the President of the LLC acting on behalf of its Members.
2. City Power & Gas, LLC 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 City Power & Gas, LLC's facilities, a copy of Attachment J from the PJM Tariff marked to show changes in the PJM Region boundaries is attached hereto. City Power & Gas, LLC agrees to pay for all required metering, telemetering and hardware and software appropriate for it to become a member.
3. City Power & Gas, LLC agrees to be bound by and accepts all the terms of the Operating Agreement as of the above date.
4. City Power & Gas, LLC hereby gives notice that the name and address of its initial representative to the Members Committee under the Operating Agreement shall be:  
C/O Kerwyn Clouden  
261 S. Main Street #329  
Newtown, CT, 06470
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 City Power & Gas, LLC as a Member of the LLC thereto, effective as of March 10, 2021, the date the President of the LLC countersigned this Agreement.

IN WITNESS WHEREOF, City Power & Gas, LLC and the Members of the LLC have caused this Supplemental Agreement to be executed by their duly authorized representatives.

Members of the LLC

By: [Signature]  
Name: Manu Ashana  
Title: President

DocuSigned by:  
By: [Signature]  
Name: Michael Mitchell  
Title: President & Chief Executive

DATE OF DEPOSIT

Application for Membership  
Between

APR 28 2023

PJM Interconnection, L.L.C.  
and  
City Power & Gas, LLC

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/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:

DocuSigned by:  
Signature: Michael Mitchell  
BA4386EA9C4B4BC..  
Name: Michael Mitchell Title: President & Chief Executive Date: 1/28/2020

PJM Interconnection, L.L.C.

Signature: [Handwritten Signature]  
Name: Manu Asthana Title: President & CEO Date: 3/4/21