

Jesse A. Dillon
Senior Counsel

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Allentown, PA 18101-1179
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PROPRIETARY AND CONFIDENTIAL

VIA FEDERAL EXPRESS

April 30, 2010

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

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APR 30 2010

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

**Re: PPL EnergyPlus, LLC
Proof of Registration as a PJM Load Serving Entity
License No. A-110098**

Dear Secretary Chiavetta:

In response to the Secretarial Letter dated March 18, 2010 in Docket No. M-2010-2157431 requiring Electric Generation Suppliers to provide proof of registration as a PJM Load Serving Entity, PPL EnergyPlus states that it is a currently licensed EGS and a registered PJM Load Serving Entity. Attached to this letter, on behalf of PPL EnergyPlus, LLC please find:

- (1) Evidence that PPL EnergyPlus is a Party to the PJM Reliability Assurance Agreement; and,
- (2) Evidence of Corporate Name Change.

Please date and time-stamp the enclosed extra copy of this cover letter and return it to me in the self-addressed stamped envelope provided. If you have any questions or comments, please contact me at (610) 774-5013.

Respectfully submitted,

Jesse A. Dillon

Enclosures

GREGORY GRADY
JAMES T. McMANUS
ALAN J. STATMAN
JEFFREY D. KOMAROW
ROBERT H. BENNA
DOUGLAS O. WAIKART
MICHAEL E. SMALL
MICHAEL J. THOMPSON
JOSEPH S. KOURY
JEFFREY G. DISCIULLO
ARNOLD B. PODGORSKY
BARRY S. SPECTOR
ROBERT H. LAMB*
KENNETH S. KAUFMAN
PAUL M. FLYNN
SCOTT M. DUBOFF
SAÖNE B. CROCKER
CARRIE L. BUMGARNER
DAVID S. BERMAN
WENDY N. REED*

LAW OFFICES
WRIGHT & TALISMAN, P.C.
SUITE 600
1200 G STREET, N.W.
WASHINGTON, D.C. 20005-3802

(202) 393-1200
TELEFAX (202) 393-1240
INTERNET: MAIL@WRIGHTLAW.COM

—
COUNSEL
HAROLD L. TALISMAN
—
HARRY S. LITTMAN (1906-81)
DALE A. WRIGHT (1927-89)
*ADMITTED IN OTHER THAN D.C.

November 13, 1998

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

David P. Boergers, Secretary
Federal Energy Regulatory Commission
888 First Street, N.E., Room 1A
Washington, D.C. 20426

Re: PJM Interconnection, L.L.C., Docket No. ER99-

Dear Mr. Boergers:

Description of Filing

In accordance with Articles 2 and 4 of the Reliability Assurance Agreement among Load Serving Entities in the PJM Control Area ("RAA"),¹ PJM Interconnection, L.L.C. ("PJM") tenders for filing signature pages of PP&L Energy Plus Co., and West Penn Power d/b/a Allegheny Energy, thereby making these entities parties to the RAA. Schedule 17 also is amended to include the names of these parties.

Documents enclosed

PJM encloses an original and six copies of the following:

- a) This transmittal letter
- b) Signature pages to the RAA

¹ PJM Rate Schedule FERC No. 23.

David P. Boergers, Secretary

November 13, 1998

Page 2

- c) Amended Schedule 17, revised page 17-1 (including red-lined version).²
- d) Federal Register Notice

Effective Date

PJM requests a waiver of the Commission's notice requirements to permit the effective dates of October 19, 1998, for PP&L Energy Plus Co., and October 16, 1998, for West Penn Power d/b/a Allegheny Energy, for their addition to the RAA. Both entities are parties to the PJM Operating Agreement, and, as such is obligated to be and remain a party to the RAA "upon becoming a party to the Operating Agreement." RAA art. 4. The effective dates set forth above are the dates that the parties signed the RAA.

Correspondence and Communications

Correspondence and communications with respect to this filing should be sent to, and PJM requests the Secretary to include on the official service list, the following:

Richard A. Drom
PJM Interconnection, L.L.C
955 Jefferson Avenue
Valley Forge Corporate Center
Norristown, PA 19403-2497

Barry S. Spector
Carrie L. Bumgarner
Wright & Talisman, P.C.
1200 G Street, N.W.
Suite 600
Washington, D.C. 20005

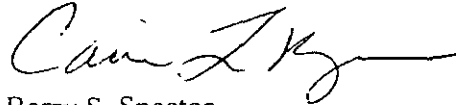
² On October 26, 1998, PJM filed a revised Schedule 17 to add additional parties to the RAA. The revision is pending at the Commission. The revised Scheduled 17 filed herein includes the parties previously added in the October 26, 1998 filing.

David P. Boergers, Secretary
November 13, 1998
Page 3

Service and Federal Register Notice

A copy of this filing has been served on all parties to the RAA, including each of the parties for which a signature page is being tendered with this filing, and each of the state regulatory commissions within the PJM Control Area. A form of notice suitable for publication in the Federal Register is attached and enclosed on diskette.

Respectfully submitted,



Barry S. Spector
Carrie L. Bumgarner
Counsel for
PJM Interconnection, L.L.C.

K:\PJM\boergers-RAAsignaturepages-11-11

UNITED STATES OF AMERICA
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION

PJM Interconnection, L.L.C.

)

Docket No. ER99-

NOTICE OF FILING

Take notice that on November 13, 1998, PJM Interconnection, L.L.C. ("PJM") tendered for filing two signature pages of parties to the Reliability Assurance Agreement among Load Serving Entities in the PJM Control Area ("RAA"), and an amended Schedule 17 listing the parties to the RAA.

PJM states that it served a copy of its filing on all parties to the RAA, including each of the parties for which a signature page is being tendered with this filing, and each of the state regulatory commissions within the PJM Control Area.

Any person desiring to be heard or to protest this filing should file a petition to intervene or protest with the Federal Energy Regulatory Commission, 888 First Street, N.E., Washington, D.C. 20426, in accordance with Rules 210, 211 and 214 of the Commission's Rules of Practice and Procedure (18 C.F.R. §§ 385.210, 385.211, 385.214). All such petitions or protests should be filed on or before

_____. Protests will be considered by the Commission in determining the appropriate action to be taken, but will not serve to make protestants parties to the proceeding. Any person wishing to become a party must file a petition to intervene. Copies of this application are on file with the Commission and are available for public inspection.

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SECRETARY'S BUREAU

EXECUTED SIGNATURE PAGES

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**PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**

(a) The Reliability Committee shall endeavor to impose on any contractors retained to provide technical support or to otherwise assist with the administration of this Agreement a contractual duty of confidentiality that is consistent with this Section.

16.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together will constitute one instrument, binding upon all parties hereto, notwithstanding that all of such parties may not have executed the same counterpart.

16.8 No Implied Waivers. The failure of a Party or the Reliability Committee to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's or the Reliability Committee's right to assert or rely upon any such provisions, rights and remedies in that or any other instance; rather, the same shall be and remain in full force and effect.

16.9 No Third Party Beneficiaries. This Agreement is intended to be solely for the benefit of the Parties and their respective successors and permitted assigns and is not intended to and shall not confer any rights or benefits on any third party not a signatory hereto.

16.10 Dispute Resolution. Except as otherwise specifically provided in the Operating Agreement, disputes arising under this Agreement shall be subject to the dispute resolution provisions of the Operating Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

COMPANY: PP&L EnergyPlus Co.
BY: *John F. Cotter*
NAME: John F. Cotter
TITLE: Sr. Vice President - Marketing
DATE: October 19, 1998

The above-listed company is an *approved* member of PJM Interconnection, L.L.C. and is a Load Serving Entity.
BY: _____
NAME: _____
TITLE: _____
DATE: _____

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16.8 No Implied Waivers. The failure of a Party or the Reliability Committee to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's or the Reliability Committee's right to assert or rely upon any such provisions, rights and remedies in that or any other instance; rather, the same shall be and remain in full force and effect.

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16.10 Dispute Resolution. Except as otherwise specifically provided in the Operating Agreement, disputes arising under this Agreement shall be subject to the dispute resolution provisions of the Operating Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

COMPANY: West Penn Power d/b/a ALLEGHENY ENERGY
BY: Marion Lucas
NAME: MARION LUCAS
TITLE: DIRECTOR, TRADING
DATE: 10-16-98

The above-listed company is an *approved* member of PJM Interconnection, L.L.C. and is a Load Serving Entity.
BY: West Penn Power d.b.a. ALLEGHENY ENERGY
NAME: Marion Lucas
TITLE: DIRECTOR, TRADING
DATE: 10-16-98

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

**Reliability Assurance Agreement
Revised**

SCHEDULE 17

PARTIES TO THE RELIABILITY ASSURANCE AGREEMENT

This Schedule sets forth the Parties to the Agreement:

Allegheny Power Service Corporation
American Cooperative Services, Inc.
Atlantic City Electric Company
AYP Energy, Inc.
Baltimore Gas and Electric Company
Bruin Energy, Inc.
Cinergy Resources, Inc.
CNG Energy Services Corporation
Columbia Energy Power Marketing Corporation
Constellation Energy Source, Inc.
CSW Energy Services, Inc.
Delmarva Power & Light Company
DTE-CoEnergy
DuPont Power Marketing, Inc.
Eastern Power Distribution
Energis Resources, Inc.
Enron Power Marketing, Inc.
Excelon Energy Company
First Energy Corporation
First Energy Services Corp.
GPU Advanced Resources
Jersey Central Power & Light Company
Metropolitan Edison Company
MidCon Power Services Corp.
New Energy Ventures, L.L.C.
Old Dominion Electric Cooperative
PECO Energy Company
Penn Power Energy, Inc.
Pennsylvania Electric Company
PG&E Energy Services
Potomac Electric Power Company
PP&L Energy Plus, Co.
PP&L, Inc.
Public Service Electric and Gas Company
QST Energy Trading, Inc.
Southern Company Energy Marketing, L.P.
Strategic Energy Ltd.
West Penn Power d/b/a Allegheny Energy
Williams Energy Services Company

Revised: November 12, 1998

**Reliability Assurance Agreement
Red-Lined**

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APR 30 2010

**PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**

SCHEDULE 17

PARTIES TO THE RELIABILITY ASSURANCE AGREEMENT

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CNG Energy Services Corporation
Columbia Energy Power Marketing Corporation
Constellation Energy Source, Inc.
CSW Energy Services, Inc.
Delmarva Power & Light Company
DTE-CoEnergy
DuPont Power Marketing, Inc.
Eastern Power Distribution
Energis Resources, Inc.
Enron Power Marketing, Inc.
Excelon Energy Company
First Energy Corporation
First Energy Services Corp.
GPU Advanced Resources
Jersey Central Power & Light Company
Metropolitan Edison Company
MidCon Power Services Corp.
New Energy Ventures, L.L.C.
Old Dominion Electric Cooperative
PECO Energy Company
Penn Power Energy, Inc.
Pennsylvania Electric Company
PG&E Energy Services
Potomac Electric Power Company
PP&L Energy Plus, Co.
PP&L, Inc.
Public Service Electric and Gas Company
QST Energy Trading, Inc.
Southern Company Energy Marketing, L.P.
Strategic Energy Ltd.
West Penn Power d/b/a Allegheny Energy
Williams Energy Services Company

Revised: ~~October 26~~ November 12, 1998

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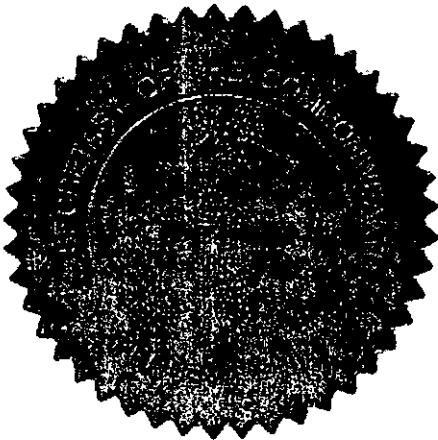
COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF STATE

MAY 24, 2000

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

I DO HEREBY CERTIFY, That from an examination of the indices and records of this department, it appears that Articles of Amendment were filed pursuant to the laws of the Commonwealth of Pennsylvania on February 14, 2000 for PP&L ENERGYPLUS CO., LLC, a Pennsylvania Limited Liability Company, registered August 28, 1998, whereby the corporate name was changed to PPL ENERGYPLUS, LLC.



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APR 30 2010

PA PUBLIC UTILITY COMMISSION
IN TESTIMONY WHEREOF, I have
hereunto set my hand and cause
the Seal of the Secretary's
Office to be affixed, the day
and year above written.

Kim Ditzinger

Secretary of the Commonwealth

DPOS

From: Origin ID: ABEA (610) 774-4778
Mary M Cawley
PPL Corporation
2 N 9th Street

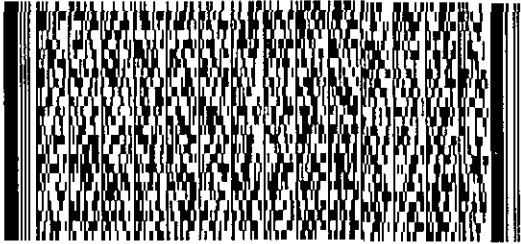


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CAD: 5152647/INET3010

Allentown, PA 18101

10101002220224

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Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commiss
COMMONWEALTH KEYSTONE BLDG ST
2 ND FLOOR ROOM N201 400 NORTH ST
HARRISBURG, PA 17120



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