



Carl Boyd
Manager of Regulatory Compliance & Licensing
Direct Energy Business
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May 5, 2010

James J. McNulty, Secretary
Pennsylvania Public Utility Commission
PO Box 3265
Harrisburg, PA 17105-3265

RE: Docket No. M-2010-2157431 – Additional Requirements Regarding Registration as a PJM Load Serving Entity

Secretary McNulty:

Pursuant to the Commission's March 2010 correspondence to Licensed Electric Generation Suppliers, enclosed please find the following documents submitted on behalf of Direct Energy Services, LLC and Direct Energy Business, LLC evidencing registration as PJM Load Serving Entities:

- Direct Energy Services, LLC (A-110164) – PJM Membership Agreements for Energy America, LLC, the wholesale energy services affiliate of Direct Energy Services, LLC
- Direct Energy Business, LLC (A-110025) – PJM Membership Agreements for Direct Energy Business, LLC (fka Strategic Energy, LLC)

If there are any questions or comments regarding this submission, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "C. Boyd", written over a white background.

Carl W. Boyd
Manager Regulatory Compliance & Licensing

enclosures

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2010 MAY 10 AM 9:43
P.A.P.U.C.
SECRETARY'S BUREAU



955 Jefferson Avenue
Valley Forge Corporate Center
Norristown, PA 19403-2497

March 26, 2004

Mr. Scott Layne
Sr. Manager, Government Affairs
Strategic Energy, L.L.C.
1350 I Street, N.W. Suite 300
Washington, DC 2005

Reference: Confirmation of Membership

Dear Mr. Layne:

As promised during our conversation today, I am sending you this letter to confirm that Strategic Energy, L.L.C. is and have been a member of the PJM Interconnection since July of 1997.

Also, I have enclosed executed transmission service agreements and the transmission service enabling agreement for your records.

If you should require any additional information regarding membership or executed agreements, please call me directly. My number is (610) 666-4746.

Thank you.

Kindest regards,

Joanne M. Grosser
Analyst
Member Relations

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2010 MAY 10 AM 9:44
F.A.P.U.C.
SECRETARY'S BUREAU

ATTACHMENT G

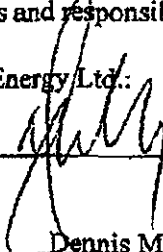
Transmission Service Enabling Agreement
Between
The PJM Interconnection Association
and
Strategic Energy Ltd.

This Transmission Service Enabling Agreement ("Agreement") is entered into between PJM Interconnection Association ("PJM") and Strategic Energy Ltd. ("Transmission Customer"). By executing this Agreement and proving creditworthiness the Transmission Customer becomes eligible to post transmission service requests on the PJM OASIS (Open Access Same Time Information System) under the terms and conditions stated in the PJM Open Access Tariff ("PJM Tariff") which was filed with the Federal Energy Regulatory Commission (FERC) on December 31, 1996 and initially implemented pursuant to the February 28, 1997 FERC order. All Transmission Customers must execute this Agreement and receive credit approval to be eligible to use the PJM OASIS. The Transmission Customer has read and understands the terms and conditions of the PJM Tariff and agrees to abide by them.

This Agreement will remain in effect until notice of termination is given in writing by the authorized representative of either the Transmission Customer or PJM. Any financial obligations must be satisfied prior to termination of the Transmission Customers' obligations and responsibilities under the PJM Tariff.

Strategic Energy Ltd.:

By: _____



Dennis M. Yates

VP - Finance and Administration

03/27/97

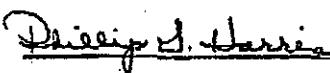
Name

Title

Date

PJM Interconnection Association:

By: _____



Phillip G. Harris

President i @ PJM

7/25/97

Name

Title

Date

PJM Interconnection, L.L.C.

Open Access Transmission Tariff
Original Sheet No. 88

ATTACHMENT A

Form of Service Agreement For
Firm Point-To-Point Transmission Service

- 1.0 This Service Agreement, dated as of April 16, 1999, is entered into, by and between the Office of the Interconnection of PJM Interconnection L.L.C. (the Transmission Provider) and Strategic Energy ("Transmission Customer") Ltd.
- 2.0 The Transmission Customer has been determined by the Transmission Provider to have a Completed Application for Firm Point-To-Point Transmission Service under the Tariff.
- 3.0 The Transmission Customer has provided to the Transmission Provider an Application deposit in accordance with the provisions of Section 17.3 of the Tariff.
- 4.0 Service under this agreement shall commence on the later of (1) the requested service commencement date, or (2) the date on which construction of any Direct Assignment Facilities and/or Network Upgrades are completed, or (3) such other date as it is permitted to become effective by the Commission. Service under this agreement shall terminate on such date as mutually agreed upon by the parties.
- 5.0 The Transmission Provider agrees to provide and the Transmission Customer agrees to take and pay for Firm Point-To-Point Transmission Service in accordance with the provisions of Part II of the Tariff and this Service Agreement.

PJM Interconnection, L.L.C.

Open Access Transmission Tariff
First Revised Sheet No. 89

6.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representatives as indicated below.

Transmission Provider

PJM Interconnection, L.L.C.
955 Jefferson Avenue
Valley Forge Corporate Center
Narristown, PA 19403-2497

Transmission Customer:

Strategic Energy Ltd
Two Gateway Center - 9th Floor
Pittsburgh, PA 15222

7.0 The Tariff is incorporated herein and made a part hereof.

8.0 For Short-Term Firm Point-To-Point Transmission Service requested under this Agreement, the confirmation procedures set forth in this section 8.0 shall apply. Whenever PJM notifies the Transmission Customer that a request for Short-Term Firm Point-To-Point Transmission Service can be accommodated, the Transmission Customer shall confirm, by the earlier of (i) 15 days after PJM approves the request for service, or (ii) 12:00 noon on the day before the Service Commencement Date, that it will commence the requested service. Failure of the Transmission Customer to provide such confirmation will be deemed a withdrawal and termination of the request for the service, and any deposit submitted with the request will be refunded with interest.

Revised: July 30, 1998
Effective: August 1, 1998

PJM Interconnection, L.L.C.

Open Access Transmission Tariff
First Revised Sheet No. 89a

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

Office of the Interconnection:

By	<u>Priscilla S. Harris</u>	<u>President/CEO</u>	<u>4-20-99</u>
	Name	Title	Date

Transmission Customer:

By	<u>Richard M. Zornir</u>		
	Name	Title	Date
	Richard M. Zornir	President/CEO	April 16, 1999

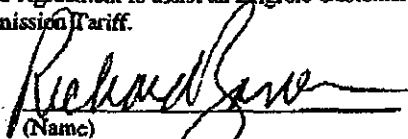
Revised: July 30, 1998
Effective: August 1, 1998

PJM Interconnection, L.L.C.

Open Access Transmission Tariff
Original Sheet No. 90

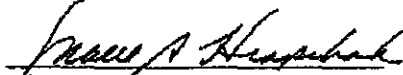
CERTIFICATION

I, Richard M. Zamir, certify that I am a duly authorized officer of
Strategic Energy Ltd. (SEL) (Transmission Customer) and that
Strategic Energy Ltd. (SEL) (Transmission Customer) will not request service under this
Service Agreement to assist an Eligible Customer to avoid the reciprocity provision of this Open-Access
Transmission Tariff.


(Name)
Richard M. Zamir

(Title)
President/CEO

Subscribed and sworn before me this 16th day of April, 1999.


(Notary Public)

My Commission expires: _____

Notarial Seal
Marie A. Hrapchak, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Oct. 27, 2002
Member, Pennsylvania Association of Notaries

Revised: December 31, 1997
Effective: April 1, 1998

PJM Interconnection, L.L.C.

Open Access Transmission Tariff
Original Sheet No. 93

ATTACHMENT B

**Form of Service Agreement For Non-Firm Point-To-Point
Transmission Service**

- 1.0 This Service Agreement, dated as of April 16, 1999 is entered into, by and between the Office of the Interconnection of PJM Interconnection, L.L.C. (the Transmission Provider) and Strategic Energy Ltd. (Transmission Customer).
- 2.0 The Transmission Customer has been determined by the Transmission Provider to be a Transmission Customer under Part II of the Tariff and has filed a Completed Application for Non-Firm Point-To-Point Transmission Service in accordance with Section 18.2 of the Tariff.
- 3.0 Service under this Agreement shall be provided upon request by an authorized representative of the Transmission Customer.
- 4.0 The Transmission Customer agrees to supply information the Transmission Provider deems reasonably necessary in accordance with Good Utility Practice in order for it to provide the requested service.
- 5.0 The Transmission Provider agrees to provide and the Transmission Customer agrees to take and pay for Non-Firm Point-To-Point Transmission Service in accordance with the provisions of Part II of the Tariff and this Service Agreement.
- 6.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative as indicated below.

Revised: December 31, 1997
Effective: April 1, 1998

PJM Interconnection, L.L.C.

Open Access Transmission Tariff
Original Sheet No. 94

Transmission Provider:

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

Transmission Customer:

Strategic Energy Ltd.

Two Gateway Center - 9th Floor

Pittsburgh, PA 15222

7.0 The Tariff is incorporated herein and made a part hereof.

Revised: December 31, 1997
Effective: April 1, 1998

PJM Interconnection, L.L.C.

Open Access Transmission Tariff
Original Sheet No. 95

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

Office of the Interconnection:

By: <u>Paige G. Harris</u>	<u>President/CEO</u>	<u>4-21-99</u>
Name	Title	Date

Transmission Customer:

By: <u>Richard M. Zomir</u>	<u>President/CEO</u>	<u>April 16, 1999</u>
Name	Title	Date
Richard M. Zomir	President/CEO	April 16, 1999

Revised: December 31, 1997
Effective: April 1, 1998

PJM Interconnection, L.L.C.

Open Access Transmission Tariff
Original Sheet No. 96

CERTIFICATION

I, Richard M. Zonnir, certify that I am a duly authorized officer of
Strategic Energy Ltd. (Transmission Customer) and that
Strategic Energy Ltd. (Transmission Customer) will not request service
under this Service Agreement to assist an Eligible Customer to avoid the reciprocity provision of
this Open Access Transmission Tariff.

Richard M. Zonnir
(Name)

Richard M. Zonnir

(Title)

President/CEO

Subscribed and sworn before me this 16th day of April, 1999.

Marie A. Hrapchak
(Notary Public)

My Commission expires: _____

Notarial Seal
Marie A. Hrapchak, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Oct. 27, 2002
Member, Pennsylvania Association of Notaries

Revised: December 31, 1997
Effective: April 1, 1998

PJM Interconnection, L.L.C.

Open Access Transmission Tariff
Original Sheet No. 108a

ATTACHMENT F-1

Form of Umbrella Service Agreement for
Network Integration Transmission Service
Under State Required Retail Access Programs

- 1.0 This Service Agreement dated as of 12/21/98 including the Specifications for Network Integration Transmission Service Under State Required Retail Access Programs attached hereto and incorporated herein, is entered into, by and between PJM Interconnection, L.L.C. ("Transmission Provider") and Strategic Energy Ltd., a transmission customer participating in a state required retail access program ("Network Customer").
- 2.0 The Network Customer has been determined by the Transmission Provider to have a valid request for Network Integration Transmission Service under the Tariff and to have satisfied the conditions for service imposed by the Tariff to the extent necessary to obtain service with respect to its participation in a state required retail access program.
- 3.0 To the extent required, the Transmission Provider has determined that an adequate deposit under Section 29.2 of the Tariff has been made.
- 4.0 Service under this Service Agreement shall commence on January 1, 1999, and shall terminate on such date as mutually agreed upon by the parties, unless earlier terminated for default under Section 7.3 of the Tariff.
- 5.0 The Transmission Provider agrees to provide, and the Network Customer agrees to take, Network Integration Transmission Service in accordance with the Tariff, including the Operating Agreement of the PJM Interconnection, L.L.C. ("Operating Agreement") (which is the Network Operating Agreement under the Tariff and is incorporated herein by reference) and this Service Agreement, as they may be amended from time to time.
- 6.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below.

Transmission ProviderPJM Interconnection, L.L.C.
955 Jefferson Avenue
Valley Forge Corporate Center
Norristown, PA 19403-2497Revised: September 24, 1998
Effective: January 1, 1999

PJM Interconnection, L.L.C.

Open Access Transmission Tariff
Original Sheet No. 108b

Network Customer

Strategic Energy Ltd

Two Gateway Center - 9th Floor

Pittsburgh, PA 15222

IN WITNESS WHEREOF, the Transmission Provider and the Network Customer have caused this Service Agreement to be executed by their respective authorized officials.

Transmission Provider

By: Philip W. Harris President 12/23/98
Name Title Date

Network Customer

By: Richard M. Zamir President 12/21/98
Name Title Date
Richard M. Zamir, President December 21, 1998

Revised: September 24, 1998
Effective: January 1, 1999

PJM Interconnection, L.L.C.

Open Access Transmission Tariff
Original Sheet No. 108c

SPECIFICATIONS FOR
NETWORK INTEGRATION TRANSMISSION SERVICE
PURSUANT TO STATE REQUIRED RETAIL ACCESS PROGRAMS

- 1.0 Term of Service: The term of service under this Service Agreement shall be from 01/01/99 until terminated by mutual agreement of the parties, unless earlier terminated for default under Section 7.3 of the Tariff.
- 2.0 Network Operating Agreement: In accordance with Section 29.1 of the Tariff, the Network Customer must be a member of PJM Interconnection, L.L.C. and a signatory to the Operating Agreement.
- 3.0 Network Load and Network Resources: The Network Customer shall be responsible for the Transmission Provider receiving the information pertaining to Network Load and Network Resources described in this section. Such information shall be provided in accordance with procedures established by the Transmission Provider. With respect to service requests under this umbrella Service Agreement, the Transmission Provider will deem the provision of the information specified in this section as complying with the application requirements set forth in section 29.2 of the Tariff.
- 3.1 Network Load: For Network Load within the PJM Control Area, the Network Customer shall arrange for each electric distribution company ("EDC") delivering to the Network Customer's load to provide directly to the Transmission Provider, on a daily basis, the Network Customer's peak load, by bus, coincident with the annual peak load of the Zone as determined under Section 34.1 of the Tariff. The peak load shall be expressed in terms of tenths of a megawatt and shall include all losses within the PJM Control Area, including 500 kV transmission losses, other transmission losses, and distribution losses. Unless a more specific bus distribution is available, the EDC may provide a bus distribution for the Network Customer's peak load proportional to the bus distribution for all of the load in the Zone. The information must be submitted directly to the Transmission Provider by the EDC, unless the Transmission Provider approves in advance another arrangement. For Non-Zone Network Load, the Network Customer shall provide to the Transmission Provider, on a daily basis, the Network Customer's peak load, by interconnection at the border of the PJM Control Area, coincident with the annual peak load of the PJM Control Area as determined under Section 34.1 of the Tariff. The peak load for such Non-Zone Network Load shall be expressed in terms of tenths of a megawatt and shall not include losses within the PJM Control Area. A service request shall be granted upon submission of the information set forth in this Section 3.1 without any further confirmation procedures.

Revised: September 24, 1998
Effective: January 1, 1999

PJM Interconnection, L.L.C.

Open Access Transmission Tariff
Original Sheet No. 108d

- 3.2 Network Resources: The Network Customer, as necessary, shall designate from time to time its Network Resources. Such Network Resources must be acceptable to the Transmission Provider as Network Resources in accordance with the Tariff and the Operating Agreement. Designations of resources that have not previously been accepted as Network Resources of any Network Customer or Transmission Customer shall include the information set forth in Section 29.2(v) of the Tariff. Changes in the designation of Network Resources will be treated as an application for modification of service. The Network Customer shall confirm the acceptance of Network Resources within 15 days of the completion of a System Impact Study or 30 days after completion of a Facilities Study, as is applicable. The Transmission Provider will maintain a current list of Network Resources, which shall be updated from time to time.
- 3.3 Hourly Load: The Network Customer and/or the EDCs delivering to the Network Customer's load shall provide to the Transmission Provider, on a daily basis, hourly loads and an associated bus distribution for the Network Load. For Network Load within the PJM Control Area, hourly loads required under this Section shall include all losses within the PJM Control Area, including 500 kV transmission losses, other transmission losses, and distribution losses. The Network Customer shall notify the Transmission Provider whether the Network Customer or the EDC or both will submit the hourly loads.
- 3.4 Energy Schedules: The Network Customer shall schedule energy for its hourly loads in accordance with the Appendix to Attachment K of the Tariff.
- 3.5 Interruptible Loads: The Network Customer shall inform Transmission Provider about the amount and location of any interruptible loads included in the Network Load. This information shall include the summer and winter peak load for each interruptible load (had such load not be interruptible), that portion of each interruptible load subject to interruption, the conditions under which an interruption can be implemented, and any limitations on the duration and frequency of interruptions.
- 3.6 Procedures for Load Determination: The procedures by which an EDC will determine the peak and hourly loads reported to the Transmission Provider under Sections 3.1 and 3.3 may be set forth in a separate schedule to the Tariff for each EDC.

Revised: September 24, 1998
Effective: January 1, 1999

PJM Interconnection, L.L.C.

Open Access Transmission Tariff
Original Sheet No. 108e

- 4.0 Energy Imbalance Service: The Network Customer will receive Energy Imbalance Service from the Transmission Provider in accordance with Schedule 4 of the Tariff. Energy Imbalance Service is considered to be PJM Interchange and will be charged at the hourly locational marginal price determined pursuant to Section 2 of the Appendix to Attachment K of the Tariff.
- 5.0 Reconciliation Billing: For Network Load within the PJM Control Area, to the extent required, the Transmission Provider will reconcile the Network Customer's hourly energy responsibilities as initially reported to Transmission Provider and its hourly energy consumption based on, or estimated from, metered usage, and provide corresponding charges and credits to Network Customer. Such reconciliation, if required, shall be made at the same rates as Energy Imbalance Service.
- 6.0 Assignment of Fixed Transmission Rights: Requests for assignments of Fixed Transmission Rights under Attachment K to the Tariff may be submitted at any time; however, the Network Customer's bus distribution submitted pursuant to Section 3.1 as of ten (10) days prior to the first of a month shall be used for all assignments of Fixed Transmission Rights during the month.
- 7.0 Designation of party subject to reciprocal service obligation: The Network Customer shall comply with Section 6 of the Tariff.
- 8.0 Name(s) of any Intervening Systems providing transmission service: To the extent any Network Resources are located outside the PJM Control Area, the list of Network Resources maintained by the Transmission Provider referenced in Section 3.2 of these specifications, shall identify any intervening systems needed to deliver those Network Resources to the Network Customer's retain load.
- 9.0 Charges: Service under this Service Agreement may be subject to some combination of the charges detailed below. (The appropriate charges for individual transactions will be determined in accordance with the terms and conditions of the Tariff.)
- 9.1 Embedded Cost Transmission Charge: The embedded cost transmission charge shall be determined in accordance with the formula set forth in Section 34 of the Tariff.
- 9.2 System Impact and Facilities Study Charges: To the extent Network Resources are located outside, or a new resource is added to, the PJM Control Area, a System Impact Study and/or Facilities Study Agreement and related charges may be required pursuant to Section 32 of the Tariff.

Revised: September 24, 1998
Effective: January 1, 1999

PJM Interconnection, L.L.C.

Open Access Transmission Tariff
Original Sheet No. 108f

- 9.3 Direct Assignment Facilities Charge: To the extent that facilities or portions of facilities must be constructed by a Regional Transmission Owner for the sole use or benefit of the Network Customer to accommodate the service requested by the Network Customer, the Network Customer shall be responsible for the cost of such Direct Assignment Facilities, and the charges for such facilities shall be specified at the time that the Transmission Provider determines the facilities that are needed to provide the requested service.
- 9.4 Ancillary Service Charge: In addition to Energy Imbalance Service, Transmission Provider shall bill the Network Customer for ancillary services in accordance with Schedules 1, 2, 3, 5 and 6 of the Tariff. To the extent required, the ancillary services charges shall also be reconciled based on any differences between the Network Customer's hourly energy responsibilities as initially reported to Transmission Provider and its hourly energy consumption based on, or estimated from, metered usage.
- 9.5 Other Supporting Facilities Charge: None.
- 9.6 Losses: For Non-Zone Network Load, losses of 3 percent for on-peak hours and 2.5 percent for off-peak hours shall be supplied as set forth in the Appendix to Attachment K of the Tariff.
- 10.0 Designated Agent: To the extent that a Designated Agent for one or more Network Customers provides to the Transmission Provider any of the information required by these Specifications, it shall provide the information separately for each Network Customer.

Revised: September 24, 1998
Effective: January 1, 1999

PJM Interconnection, L.L.C.

Open Access Transmission Tariff
Original Sheet No. 108g

CERTIFICATION

I, Richard M. Zornir, certify that I am a duly authorized officer of Strategic Energy Ltd. (Network Customer) and that Strategic Energy Ltd. (Network Customer) will not request service under this Service Agreement to assist an Eligible Customer to avoid the reciprocity provision of this Open Access Transmission Tariff.

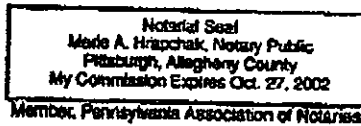
Richard M. Zornir
Name Richard M. Zornir, President

Name

Subscribed and sworn before me this 21st day of December 1998

Frank A. Hrapchak
Notary Public

My Commission expires: _____



Revised: September 24, 1998
Effective: January 1, 1999