

STATE OF ILLINOIS

ILLINOIS COMMERCE
COMMISSION

ILLINOIS COMMERCE COMMISSION

2015 NOV 16 P 2: 25

National Gas & Electric, LLC :
:
Amended Application for Certificate of :
Service Authority under Section :
16-115 of the Public Utilities Act. :

CHIEF CLERK'S OFFICE
Docket No. 15-0577

AMENDED APPLICATION

National Gas & Electric, LLC ("Applicant") hereby requests that the Illinois Commerce Commission ("Commission") grant it a certificate of service authority pursuant to Section 16-115 of the Public Utilities Act ("Act"). **National Gas & Electric, LLC** is filing under subpart D of Part 451. In support of its amended application, Applicant states as follows:

REQUIREMENTS FOR ALL APPLICANTS [451.20]

1. State whether Applicant currently has authority from the Commission to be an ARES, and if so, the Docket Number under which such authority was granted. **National Gas & Electric, LLC currently does not have authority from the Commission to be an ARES.**
2. A statement to disclose whether it is licensed as an alternative retail electric supplier in any other jurisdictions, similar to the licensure required under Section 16-115 of the Illinois Public Utilities Act. Additionally, the Applicant is directed to disclose whether it, or any of its affiliates, has had any complaints filed against it for its provision of any services in the electric or gas industry in this or any other jurisdiction. If yes, the Applicant is directed to include in its response the nature of the complaint, the jurisdiction, and the ultimate resolution. **National Gas & Electric, LLC has never been licensed as an alternative retail electric supplier in other jurisdictions.**
3. **National Gas & Electric, LLC** certifies that it will comply with all applicable Federal, State, regional and industry rules, practices, policies, procedures and

Attachment D

**FINANCIAL QUALIFICATIONS
451.320**

**PJM – Attached is the email from PJM confirming approval of our registration.
Attached: Executed copy of PJM Membership Agreement and Schedule 4 [451.320 a.3]**

National Gas & Electric, LLC will purchase 100% of its physical electric energy from PJM for delivery to ComEd customers in Illinois.

Membership Approval - National Gas & Electric, LLC

 McLaverty, Megan <Megan.McLaverty@pjm.com>
To:  Piknikowski@ngamee.com; Cc:  Kathryn Tetzmer;  McLaverty, Megan;  Megan.McLaverty@pjm.com

Tue 11/10/2015 11:31

You forwarded this message on 11/14/2015 10:55 AM

 Stakeholder_Process.pdf 507 KB  New Member_Quick_Gu... 260 KB  2014_New Member Kit... 11 MB

Show all 3 Attachments (11 MB) | Download all | Save all to OneDrive - The Energy Company

Welcome to PJM!

National Gas & Electric, LLC has been approved for PJM membership in the Other Supplier sector and will be announced at the Members Committee ("MC") meeting to be held 11/19/2015. Original copies of your signed agreements will be mailed to the Members Committee representative selected by your organization, for your records.

To ensure your needs are met, either Michelle Souder or Risa Holland will be your initial point of contact, and will reach out to you to welcome you and talk about PJM. You can also contact our Customer Service Center at 866-400-8980 should you have any questions in the meantime.

We offer new members the opportunity to participate in a quarterly open house session covering a PJM 101 general overview hosted by your client manager. These sessions are scheduled from 1:00 p.m. – 3:00 p.m. Members may participate in an open discussion of the presentation material. If you wish to schedule a visit session, please contact Chris Franks, the visit coordinator. She can be reached at 610-666-4535 or christine.franks@pjm.com.

Feel free to visit the following page on our site for a complete list of PJM trainings:
<http://www.pjm.com/training.aspx>

Included in this email you will also find the **Stakeholder Process** document, which walks through PJM's stakeholder process at a very high level. Also attached is our **New Member Quick Guide**, which explains how to get started in PJM's stakeholder world - setting up accounts, education, attending meetings, joining rosters and distributions lists. Finally, you will find your complete **Welcome Kit** and PJM.com guide.

Thank you and welcome to PJM!

Megan McLaverty
Membership Specialist, Member Support Services
(610) 666-8832 | Hotline: (866) 400-8980 | Megan.McLaverty@pjm.com
PJM Interconnection | 2750 Monroe Blvd. | Audubon, PA 19403

CONFIDENTIAL

(filed under separate seal in Initial Application filed 10/21/2015 docket 15-0577)

- Financials – Balance Sheet dated September 30, 2015

Our balance sheet with a net current cash balance of \$15,000,000.00 and no debt demonstrates proof of sufficient working capital for National Gas & Electric's operations in various deregulated markets.



2750 Monroe Blvd.
Valley Forge Corporate Center
Norristown, PA 19403-2497

November 3rd, 2015

Ryan Ulk
National Gas & Electric, LLC
12140 Wickchester Lane
Suite 100
Houston, TX 77079

Dear Mr. Ryan Ulk,

Welcome to PJM!

As promised, enclosed is the signed membership agreement for your records. To ensure your needs are met, either Michelle Souder or Risa Holland will be your initial point of contact and will reach out to you to welcome you and talk about PJM. They can be contacted at Michlie.Souder@pjm.com (610-666-4729) or Risa.Holland@pjm.com (610-666-8969). You may also contact our Customer Service Center at 866-400-8980 should you have any questions as well.

Thank you,

A handwritten signature in black ink that reads "Megan McLaverty".

Megan McLaverty
PJM Interconnection

Enclosures

Application for Membership
Between
PJM Interconnection, L.L.C.
and

National Gas & Electric, LLC

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: Todd Gibson

Name: Todd Gibson Title: EVP/CFO Date: 10/15/2015

PJM Interconnection, L.L.C.

Signature: Erin L Schmit

Name: Erin L Schmit Title: Manager, Member Support Services Date: 11/3/15

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 11/3/15, is entered into among National Gas & Electric, LLC and the President of the LLC acting on behalf of its Members.
2. National Gas & Electric, 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 National Gas & Electric, LLC's facilities, a copy of Attachment J from the PJM Tariff marked to show changes in the PJM Region boundaries is attached hereto. National Gas & Electric, LLC agrees to pay for all required metering, telemetering and hardware and software appropriate for it to become a member.
3. National Gas & Electric, LLC agrees to be bound by and accepts all the terms of the Operating Agreement as of the above date.
4. National Gas & Electric, LLC hereby gives notice that the name and address of its initial representative to the Members Committee under the Operating Agreement shall be:

Ryan Ulk
12140 Wickchester Ln, Suite 100,
Houston, TX 77079 United States

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 National Gas & Electric, LLC as a Member of the LLC thereto, effective as of November 3 2015, the date the President of the LLC countersigned this Agreement.

IN WITNESS WHEREOF, National Gas & Electric, 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: Emily Seckert on behalf of Andy Ott
Name: EMILY L SECKERT
Title: President

By: W. Keith Maxwell, III
Name: W. Keith Maxwell, III
Title: President, Chief Executive Officer