

Attachment E: Financial Criteria
Illinois Alternative Retail Electric Supplier (ARES) License Amended Application
DTE Energy Supply, Inc. (DTES)

DTES submits the attached documents which demonstrate that DTES meets one of the six financial criteria requested by the Illinois Commerce Commission as outlined in Section 451.220 (a) (3) under Subpart C:

- Proof of MISO Membership/Market Participant
--Fully-executed MISO Membership/Market Participant Application

- Proof of PJM Membership
--Fully-executed PJM Membership Application



MIDWEST INDEPENDENT TRANSMISSION SYSTEM OPERATOR, INC.

▶ Anastasia M. Heinzelman
Director, Customer Services

Office: 317-249-5432
Fax: 317-249-5361
Email address: aheinzelman@midwestiso.org

March 11, 2010

DTE Energy Supply, Inc.
Jason Greig
414 South Main Street, Suite 200
Ann Arbor, MI 48104

Dear Mr. Greig:

Thank you for submitting your Market Participant Application. The processing of your Registration packet has been completed and the Midwest Independent Transmission System Operator, Inc. (Midwest ISO) is pleased to welcome you as a Market Participant. Please review your Market Participant obligations as outlined in Section 38.2.5 of the Tariff. This welcome packet includes the following:

- A counter-executed copy of the Market Participant Agreement, also known as Attachment W.
- A counter-executed copy of Section XI- XIV of the Market Participant Application, if applicable.
- FTP Download Instructions and password information.

For additional information on the Midwest ISO and the Midwest ISO Market, please visit the Documents tab of the following web address: www.midwestmarket.org. This website will provide you with the following resources:

- [Educational Material](#) or contact training@midwestiso.org
- [Local Security Administrator Policy](#)
- [Local Security Administrator Guide](#)
- [FTR Information](#)
- [MISO Committee Meetings and Presentations](#)
- [Market procedures documents and technical manuals](#)
- [News](#)
- [ASM Announcements](#)
- Non-disclosures and confidentiality
- Settlements
- [FTP User Guide](#)
- [Market Participant Obligations \(Section 38.2.5 of Tariff\)](#)

Further, the Portal, which is located at <https://markets.midwestiso.org/MISO>, provides Market Participants the ability to partake in market activities including but not limited to the submission of bids and offers, download FTR allocations, and access to settlement statements. As a Market Participant, you also have the ability to submit a Service Request or Dispute through the Portal. Service Requests and Disputes are managed daily by both the Customer Service and Market Quality Departments at the Midwest ISO.

Should you have any questions or concerns, please do not hesitate to contact the Midwest ISO's Client Relations Department at 1.866.296.6476, and press option 1. Questions or concerns regarding Information Technology (IT) are addressed 24 hours a day by contacting 1.866.296.6476, and press option 2.

Welcome to the Midwest ISO!

Regards,

Anastasia M. Heinzelman
Director of Customer Services
Midwest Independent Transmission System Operator, Inc

▶ 701 City Center Drive ▶ Carmel, Indiana 46032 ▶ 317-249-5400 ▶ www.midwestmarket.org



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Original Sheet No. 3048

ATTACHMENT W

FORM OF MARKET PARTICIPANT AGREEMENT

- 1.0 This Market Participant Agreement ("MP Agreement"), dated as of 12-15-2009, is entered into, by and between the Midwest Independent Transmission System Operator, Inc., ("Transmission Provider") and DTE ENERGY SUPPLY, INC. ("Market Participant").
- 2.0 The Market Participant has been determined by the Transmission Provider to be a Market Participant as defined in the Tariff.
- 3.0 The Market Participant agrees to supply the Transmission Provider with any and all information the Transmission Provider deems reasonably necessary in accordance with Good Utility Practice.
- 4.0 The Transmission Provider agrees to provide services to the Market Participant upon a request by an authorized representative of the Market Participant. The Market Participant agrees to take and pay for the requested services in accordance with the provisions of the Tariff and this MP Agreement.

Issued by: Stephen G. Kozey, Issuing Officer
Issued on: October 1, 2008

Effective: January 6, 2009

- 5.0 Market Participant status under the Tariff shall commence upon execution of this MP Agreement by the Transmission Provider. Service(s) under the Tariff shall commence at the time of the requested service(s) commencement date.
- 6.0 This MP Agreement shall terminate on such date as mutually agreed upon by the Parties.
- 7.0 The Market Participant shall provide written notification of any unexpected material adverse changes in circumstances that may affect the Market Participant's status as a Market Participant, within twenty-four (24) hours of having learned of the change.

Issued by: Stephen G. Kozey, Issuing Officer
Issued on: October 1, 2008

Effective: January 6, 2009

- 8.0 The Market Participant shall notify the Transmission Provider in writing of any material adverse change in circumstances that the Market Participant learns of or intends to implement and may affect its status at least seventy-two (72) hours prior to the change.
- 9.0 Any notice or request made to either of the parties to this MP Agreement shall be made to the following representatives:

	<u>Transmission Provider</u>	<u>Market Participant</u>
Title:	Contract Administrator	JAMES BUCK
Address:	701 City Center Drive Carmel, IN 46032	DIRECTOR - CONTRACT ADMIN 414 S. MAIN ST., SUITE 200 ANN ARBOR, MI 48104

10.0 The Tariff, in its entirety, is incorporated herein and made a part hereof.

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

Transmission Provider

By: [Signature]
Name: _____
Title: _____
Date: 3-9-10

Market Participant

By: [Signature]
Name: STEVE MABRY
Title: PRESIDENT
Date: 12-15-2009

Jana Utter
Director Credit & Risk Management



Issued by: Stephen G. Kozey, Issuing Officer
Issued on: October 1, 2008

Effective: January 6, 2009



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**Certificate Representing Relationship between Applicant
and Load Serving Entity or Load**

In accordance with the terms of the Open Access Transmission and Energy Markets Tariff ("Tariff") of the Midwest Independent Transmission System Operator, Inc. ("MISO"), **DTE Energy Supply, Inc.** ("Applicant") hereby certifies the following as a condition precedent to being permitted to become a Market Participant, as that term is defined under the Tariff:

1. Applicant has a legal relationship between itself and **Retail Load in AMRN Illinois control area** ("LSE"), which is a Load Serving Entity, as that term is defined under the Tariff, for the load commonly described as **AMIL.DTES**

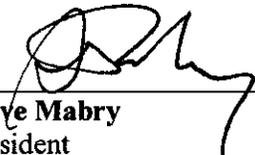
and,

2. In accordance with the terms of this relationship, Applicant is authorized to utilize the electrical demand of the LSE for the purpose of supporting Demand Bids to acquire Energy and/or Ancillary Services through the Energy Markets operated by the MISO.

Further, Applicant agrees to fully indemnify the MISO and its heirs and/or assigns against any adverse consequences or damages arising from the conduct of any of the following entities or persons: (a) the Applicant, (b) the Applicant's employees, contractors, agents, and the like, (c) the LSE, and (d) the LSE's employees, contractors, agents, or the like. Such indemnity shall extend to any and all adverse consequences or damages regardless of whether the actions, or lack thereof, giving rise to such adverse consequences or damages was the result of deliberate acts, malice, recklessness, or negligence.

By signing below, **Steve Mabry**, certifies that he/she is authorized to bind legally Applicant.

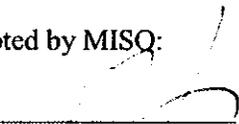
Executed, this **15th** day of **December, 2009**.



Steve Mabry
 President
 DTE Energy Supply, Inc.

Accepted by MISQ:

Name:
Date:



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**Certificate Representing Relationship between Applicant
and Load Serving Entity or Load**

In accordance with the terms of the Open Access Transmission and Energy Markets Tariff ("Tariff") of the Midwest Independent Transmission System Operator, Inc. ("MISO"), **DTE Energy Supply, Inc.** ("Applicant") hereby certifies the following as a condition precedent to being permitted to become a Market Participant, as that term is defined under the Tariff:

1. Applicant has a legal relationship between itself and **Retail Load in First Energy control area** ("LSE"), which is a Load Serving Entity, as that term is defined under the Tariff, for the load commonly described as **FE.DTES**

and,

2. In accordance with the terms of this relationship, Applicant is authorized to utilize the electrical demand of the LSE for the purpose of supporting Demand Bids to acquire Energy and/or Ancillary Services through the Energy Markets operated by the MISO.

Further, Applicant agrees to fully indemnify the MISO and its heirs and/or assigns against any adverse consequences or damages arising from the conduct of any of the following entities or persons: (a) the Applicant, (b) the Applicant's employees, contractors, agents, and the like, (c) the LSE, and (d) the LSE's employees, contractors, agents, or the like. Such indemnity shall extend to any and all adverse consequences or damages regardless of whether the actions, or lack thereof, giving rise to such adverse consequences or damages was the result of deliberate acts, malice, recklessness, or negligence.

By signing below, **Steve Mabry**, certifies that he/she is authorized to bind legally Applicant.

Executed, this **15th** day of **December, 2009**.



Steve Mabry
 President
 DTE Energy Supply, Inc.



Accepted by MISO:

 Name:
 Date:

1/17/10



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**Certificate Representing Relationship between Applicant
and Load Serving Entity or Load**

In accordance with the terms of the Open Access Transmission and Energy Markets Tariff ("Tariff") of the Midwest Independent Transmission System Operator, Inc. ("MISO"), **DTE Energy Supply, Inc.** ("Applicant") hereby certifies the following as a condition precedent to being permitted to become a Market Participant, as that term is defined under the Tariff:

1. Applicant has a legal relationship between itself and **Retail Load in Cinergy control area** ("LSE"), which is a Load Serving Entity, as that term is defined under the Tariff, for the load commonly described as **CIN.DTES**

and,

2. In accordance with the terms of this relationship, Applicant is authorized to utilize the electrical demand of the LSE for the purpose of supporting Demand Bids to acquire Energy and/or Ancillary Services through the Energy Markets operated by the MISO.

Further, Applicant agrees to fully indemnify the MISO and its heirs and/or assigns against any adverse consequences or damages arising from the conduct of any of the following entities or persons: (a) the Applicant, (b) the Applicant's employees, contractors, agents, and the like, (c) the LSE, and (d) the LSE's employees, contractors, agents, or the like. Such indemnity shall extend to any and all adverse consequences or damages regardless of whether the actions, or lack thereof, giving rise to such adverse consequences or damages was the result of deliberate acts, malice, recklessness, or negligence.

By signing below, **Steve Mabry**, certifies that he/she is authorized to bind legally Applicant.

Executed, this **15th** day of **December, 2009**.



Steve Mabry
 President
 DTE Energy Supply, Inc.



Accepted by MISO:

 Name: _____
 Date: 1/14/10



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Certificate Representing Agency Relationship Between Applicant and Scheduling and/or Meter Data Management Agent

In accordance with the terms of the Open Access Transmission and Energy Markets Tariff ("Tariff") of the Midwest Independent Transmission System Operator, Inc ("MISO"), **DTE Energy Supply, Inc.** ("Applicant") hereby certifies the following as a condition precedent to being permitted to become a Market Participant, as that term is defined under the Tariff:

1. Applicant has a legal relationship between itself and **DTE Energy Trading, Inc.** ("Agent"), and
2. In accordance with the terms of this relationship, Applicant has authorized Agent to serve as a Scheduling Agent and/or Meter Data Management Agent (strike terms as appropriate) for the following generation resources and/or demand resources for which Applicant is the authorized Market Participant:

Retail load within AMIL, FE & CIN control areas

Further, Applicant agrees to fully indemnify the MISO and its heirs and/or assigns against any adverse consequences or damages arising from the conduct of any of the following entities or persons: (a) the Applicant, (b) the Applicant's employees, contractors, agents, and the like, (c) the Agent, and (d) the Agent's employees, contractors, agents, or the like. Such indemnity shall extend to any and all adverse consequences or damages regardless of whether the actions, or lack thereof, giving rise to such adverse consequences or damages was the result of deliberate acts, malice, recklessness, or negligence.

By signing below, **Steve Mabry**, certifies that he/she is authorized to bind legally Applicant.

Executed, this 15th day of **December, 2009**.



Steve Mabry
President
DTE Energy Supply, Inc.



Accepted by MISO:

Name:

Date:

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

DTE ENERGY SUPPLY, INC.
(Company's Name)

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 Agreement which was accepted by the Federal Energy Regulatory Commission (FERC) on November 25, 1997 as amended and became effective on January 1, 1998. The Applicant has read and understands the terms and conditions of the Agreement. The Applicant agrees to accept the concepts and obligations set forth in the Agreement.

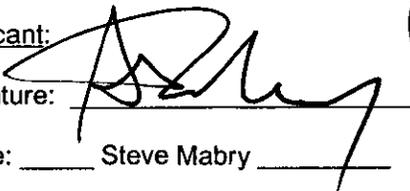
The Applicant also commits to supply data required for coordination of planning and operating, including data for capacity accounting, and agrees to pay all costs and expenses in accordance with Schedule 3 of the PJM Agreement and all other applicable costs under the Tariff.

The Applicant will pay the annual fee of \$5,000 for the remainder of the year of application upon notification of PJM OI application approval per Schedule 3. *

The Applicant recognizes that it shall become a member of the PJM Agreement effective as of the date that FERC notifies the parties of approval of Schedule 4 submitted by the Applicant to PJM.

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: 

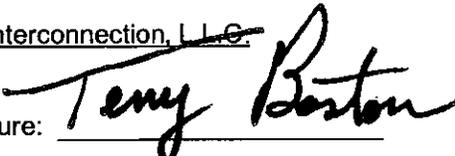
Name: Steve Mabry

Title: President - DTE Energy Supply, Inc.

Date: 12/15/2009



PJM Interconnection, L.L.C.

Signature: 

Name: TERRY BOSTON

Title: PRESIDENT & CEO

Date: 1/19/2010

- DTE Energy Supply, Inc. is a wholly owned affiliate of DTE Energy Trading, Inc., a PJM Member. Thus, DTE Energy Supply assumes that the \$5000.00 application fee is waived.

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 **December 15, 2009**, is entered into among **DTE Energy Supply, Inc.**, and the President of the LLC acting on behalf of its Members.

2. **DTE Energy Supply, Inc.**, 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 **DTE Energy Supply, Inc.**'s facilities, a copy of Attachment J from the PJM Tariff marked to show changes in the PJM Region boundaries is attached hereto. **DTE Energy Supply, Inc.**, agrees to pay for all required metering, telemetering and hardware and software appropriate for it to become a member.

3. **DTE Energy Supply, Inc.**, agrees to be bound by and accepts all the terms of the Operating Agreement as of the above date.

4. **DTE Energy Supply, Inc.**, hereby gives notice that the name and address of its initial representative to the Members Committee under the Operating Agreement shall be:

George Deljevic, 414 S. Main St., Suite 200, Ann Arbor, MI 48104

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 **DTE Energy Supply, Inc.**, as a Member of the LLC thereto, effective as of JANUARY 19, 2010, the date the President of the LLC countersigned this Agreement.

IN WITNESS WHEREOF, **DTE Energy Supply, Inc.**, and the Members of the LLC have caused this Supplemental Agreement to be executed by their duly authorized representatives.

Members of the LLC

By: Terry Boston
Name: TERRY BOSTON
Title: President - GED

By: Steve Mabry
Name: Steve Mabry
Title: President - DTE Energy Supply, Inc.



Issued By: Craig Glazer
Vice President, Government Policy
Issued On: April 30, 2004

Effective: May 1, 2004