

STATE OF ILLINOIS

ILLINOIS COMMERCE COMMISSION

Public Power, LLC	:	
	:	
Application for Certificate of	:	Docket No.
Service Authority under Section	:	
16-115 of the Public Utilities Act.	:	

ATTACHMENT 'F'

Demonstration and certification that Public Power, LLC is a member of PJM and MISO and purchases 100% of its physical electric energy from PJM and MISO for delivery, fulfilling the criteria set forth in 451.320(a)(3). [451.320]

February 29, 2012

Illinois Commerce Commission
527 East Capitol Avenue
Springfield, IL 62701

**RE: Application for Certificate of Service Authority
Under Section 16-115 of the Public Utilities Act
Public Power, LLC**

To whom it may concern:

I, Vjollca Jusufi, as Chief Operating Officer of Public Power, LLC, certify that Public Power, LLC is a member of the PJM Interconnection, L.L.C. ("PJM") and the Midwest ISO ("MISO"). Public Power, LLC will purchase 100% of its physical electric energy from PJM and MISO for delivery to the service territories of the Commonwealth Edison Company and Ameren Illinois respectively. Proof of membership has been enclosed with this Attachment (Attachment 'F'). This certification and the enclosures satisfy the requirements of Administrative Code Section 451.320, Financial Qualifications under Subpart D.

Sincerely,



Vjollca Jusufi
Chief Operating Officer

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

Public Power, LLC
(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 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>.

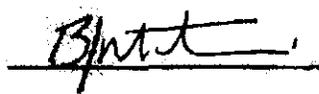
The Applicant also commits to supply data required for coordination of planning and operating, including data for capacity accounting, and agrees to pay all costs and expenses in accordance with the Operating Agreement and all other applicable costs under the PJM Open Access Transmission Tariff ("Tariff"). 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:

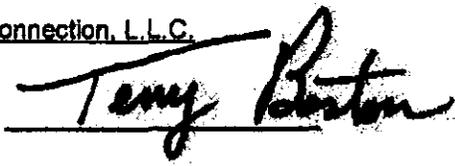
Signature: 

Name: Brad Martin

Title: CEO

Date: November 8, 2011

PJM Interconnection, L.L.C.

Signature: 

Name: Terry Boston

Title: President & CEO

Date: 1/5/2012

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 1/5/2012, is entered into among Public Power, LLC and the President of the LLC acting on behalf of its Members.

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

3. Public Power, LLC agrees to be bound by and accepts all the terms of the Operating Agreement as of the above date.

4. Public Power, LLC hereby gives notice that the name and address of its initial representative to the Members Committee under the Operating Agreement shall be:

Brad Martin, 4830 W Kennedy Blvd., Suite 445, Tampa, FL 33609

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 Public Power, LLC as a Member of the LLC thereto, effective as of January 5, 2012, the date the President of the LLC countersigned this Agreement.

IN WITNESS WHEREOF, Public Power, 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: Terry Boston
Name: Terry Boston
Title: President & CEO

By: Brad Martin
Name: Brad Martin
Title: CEO

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

Effective: May 1, 2004



MIDWEST INDEPENDENT TRANSMISSION SYSTEM OPERATOR, INC.
720 City Center Drive, Carmel, IN 46032

Anastasia M. Heinzelman
Senior Manager, Customer Services
Office: 317-249-5432
Fax: 317-249-5361
Email address: aheinzelman@misoenergy.org

February 29, 2012

Public Power, LLC
39 Old Ridgebury Rd, Suite 14
Danbury, CT 06810

Dear Ms. Jusufi:

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. (MISO) 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.

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

[Educational/Training Material \(or contact training@midwestiso.org\)](#)

[Business Practice Manuals](#)

[Local Security Administrator Policy](#)

[Local Security Administrator Guide](#)

[Midwest ISO Committee Meetings and Presentations](#)

[FTR Information](#)

[News](#)

[Notifications](#)

[Non-Disclosure and Confidentiality Agreements](#)

[Transmission and Market Settlements](#)

[FTP User Guide](#)

[Market Participant Obligations \(Section 38.2.5 of Tariff\)](#)

[Asset Registration Tool User Guide](#)

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,

A handwritten signature in black ink that reads "Anastasia M. Heinzelman". The signature is written in a cursive style. To the right of the signature, the initials "gks" are written in a smaller, simpler font.

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



ORIGINAL

042/16/11

ATTACHMENT W

FORM OF MARKET PARTICIPANT AGREEMENT

- 1.0 This Market Participant Agreement (“MP Agreement”), dated as of 12/14/11, is entered into, by and between the Midwest Independent Transmission System Operator, Inc., (“Transmission Provider”) and Public Power, LLC (“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.

- 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.

- 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	<u>Chief Operating Officer</u>
Address:	701 City Center Drive Carmel, IN 46032	<u>39 Old Ridgebury Rd, Suite 14</u> <u>Danbury, CT 06810</u>

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: Kim Sperry
Name: Kim Sperry
Title: Director Modeling & Market Engineering
Date: February 29, 2012

Market Participant

By: [Signature]
Name: Valica Justifi
Title: Chief Operating Officer
Date: December 14, 2011