

**MIDCONTINENT INDEPENDENT SYSTEM OPERATOR, INC.
MEMBERSHIP APPLICATION FOR
TRANSMISSION FACILITIES OWNER**

**PLEASE SUBMIT APPLICATION AND \$15,000¹ MEMBERSHIP FEE
VIA OVERNIGHT DELIVERY TO:**

Secretary
Midcontinent Independent System Operator, Inc.
720 City Center Drive
Carmel, IN 46032

I. Applicant Information

- a. Applicant's Full Legal Name: _____

- b. Main Office Address: _____

- c. Main Office Telephone Number: _____
- d. Is Applicant a MISO Market Participant? If so, please provide Market Participant Entity Code [as registered with OATI (Open Access Technology International, Inc.) webRegistry]: _____
- e. Applicant is (*please check by clicking on the appropriate category/checkbox below and choosing the "checked" option*):
- A corporation organized under the laws of _____
 - A partnership organized under the laws of _____
 - A cooperative organized under the laws of _____
 - A political subdivision of _____
 - Other (please describe) _____
- f. Applicant presently operates as: _____

(*e.g., Rural Electric Cooperative, Cogenerator, Exempt Wholesale Generator, Municipal Utility, Power Marketing Administration, Vertically Integrated Utility*)
- g. Applicant's geographical area of operation: _____

¹ The initial \$15,000 membership fee is waived if an Applicant is affiliated with another MISO member. See Sections IV and VI.

II. Additional Required Documentation

- a. As a Transmission-Owning Member of MISO, the Applicant herein agrees to fully execute and submit a [signature page](#) to the “Agreement of Transmission Facilities Owners to Organize the Midcontinent Independent System Operator, Inc., A Delaware Non-Stock Corporation” (“[MISO Agreement](#)”).
- b. As a Transmission-Owning Member of MISO, the Applicant herein agrees to fully execute and submit a [signature page](#) to the [Supplemental Agreement](#) by and between MISO, International Transmission Company and each of the MISO Transmission Owners (“Supplemental Agreement”).²
- c. As a Transmission-Owning Member of MISO, the Applicant herein agrees to enter into an [Agency Agreement](#) pursuant to Appendix G of the MISO Agreement to authorize MISO to act as its agent in the performance of tariff administrative duties with regard to Non-transferred Transmission Facilities.

III. Sector Participation

- a. Applicant herein selects the following stakeholder group³ for representation and voting purposes at the MISO Advisory Committee Meetings (*please check by clicking on the appropriate category/checkbox below and choosing the “checked” option*):
 - Transmission Owner;
 - Independent Power Producers and Exempt Wholesale Generators;
 - Power Marketers and Brokers;
 - Municipals, Cooperatives and Transmission Dependent Utilities;
 - Eligible End-Use Customers;
 - Environmental/Other; or
 - Competitive Transmission Developers.

² The Supplemental Agreement was approved by the Federal Energy Regulatory Commission (“Commission”) on December 20, 2001. *See, International Transmission Company, et al.*, 97 FERC ¶ 61,328 (2001). Pursuant to Section 3.5 of the Supplemental Agreement, any person or entity seeking to join the MISO as an Owner shall, as a condition to being granted ownership status, be required to sign the Supplemental Agreement and be bound by all of its terms and conditions.

³ Pursuant to MISO’s [Stakeholder Governance Guide](#), the Applicant will belong to this stakeholder group for the calendar year. Members may change stakeholder groups annually by providing written notice to membership@misoenergy.org. See Stakeholder Governance Guide, Section 2 (Stakeholder Sectors and Voting Rights). Members must meet any applicable Board-approved, eligibility guidelines established by such stakeholder groups, which can be accessed at the following link: [Contact Your Stakeholder Group](#) [click on the appropriate Sector Guidelines].

IV. Applicant Affiliations

- a. **Affiliated Memberships.** Is the above-named Applicant a part of one or more public utility holding company system(s)⁴ that already is, or includes, an existing Member⁵ or Members of MISO? If yes, please indicate the name(s) of the existing Members that the above-named Applicant is affiliated with and also provide, if available, an organizational chart if a corporate holding company structure is applicable.

- b. **Affiliated Member Voting.** Affiliated Members, which share the same parent company, are entitled to one vote between them. Affiliated Members must designate who will be the primary voting Member⁶ to cast the vote between them. If affiliated with other Member(s), please indicate the primary voting Member who is authorized to cast the vote on behalf of the above-named Applicant:

⁴ The term “holding company” means (i) Any company that directly or indirectly owns, controls, or holds, with power to vote, 10 percent or more of the outstanding voting securities of a public utility company or of a holding company of any public utility company; and (ii) Any person, determined by the Commission, after notice and opportunity for hearing, to exercise directly or indirectly (either alone or pursuant to an arrangement or understanding with one or more persons) such a controlling influence over the management or policies of any public utility company or holding company as to make it necessary or appropriate for the rate protection of utility customers with respect to rates that such person be subject to the obligations, duties, and liabilities imposed by this subtitle upon holding companies. . . .” See Part 366 of the Federal Energy Regulatory Commission’s regulations, 18 C.F.R. § 366.1.

⁵ MISO’s membership list is available at the following link: [Membership List](#). A “Member” is a person or business entity which is (i) an Eligible Customer, as defined in MISO’s Open Access Transmission, Energy and Operating Reserve Markets Tariff, or (ii) a Transmission Owner, as defined in the MISO Agreement, and which pays to MISO, the non-refundable membership fees. Members who are owned directly or indirectly by one or more public utility holding company system(s) as defined above shall be treated as a single Member for purposes of Sections III(C)(2) and V(A)(1) of Article Two of the “Agreement of Transmission Facilities Owners to Organize the Midcontinent Independent System Operator, Inc. a Delaware Non-Stock Corporation (“MISO Agreement”). A Member is not necessarily a Market Participant (*i.e.*, an entity that has successfully completed MISO’s registration process and is qualified as a Market Participant, being financially responsible for all of its market activities and obligations and which has the capability to participate in relevant market activities).

⁶ Please note that MISO looks to the primary voting Member for remittance of the annual \$1,000 membership fee on behalf of itself and any affiliated Members, as applicable.

V. Authorized Representatives

- a. **Voting Representative** (*i.e.*, authorized representative to cast the official vote on behalf of the Applicant concerning matters subject to a membership vote⁷ (*e.g.*, election of MISO Board of Directors, changes to Board compensation, etc.):

Name: _____

Title: _____

Address: _____

Telephone: _____

Email: _____

- b. **Regulatory Notice Representative** (*i.e.*, authorized representative to receive daily official notifications on behalf of the Applicant regarding MISO FERC filings) (to list additional regulatory notice representatives, add additional pages as necessary):

Name: _____

Title: _____

Address: _____

Telephone: _____

Email: _____

- c. **Regulatory Counsel of Record** (*i.e.*, authorized legal representative of the Applicant) (to list additional regulatory counsel, add additional pages as necessary):

Name: _____

Title: _____

Firm (if applicable): _____

Address: _____

Telephone: _____

Email: _____

⁷ Pursuant to Article Two, Section (V)(B)(5) of the MISO Agreement, each Member shall be entitled to one vote.

- d. **Financial Representative(s)** (*i.e.*, authorized financial representative(s) to address questions regarding affiliations and security issuances for purposes of compiling MISO’s prohibited securities list):

Name: _____

Title: _____

Address: _____

Telephone: _____

Email: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Email: _____

- e. **Annual Membership Fee Representative** (*i.e.*, authorized representative to receive official correspondence on behalf of the Applicant regarding its annual membership payment) (to list additional annual membership representatives, add additional pages as necessary):

Name: _____

Title: _____

Address: _____

Telephone: _____

Email: _____

- f. **Alternative Dispute Resolution (“ADR”) Representative** (*i.e.*, authorized representative to receive official correspondence on behalf of the Applicant regarding requests for and resolutions of ADR, as well as notifications of opportunities to participate in informal dispute resolution discussions) (to list additional ADR representatives, add additional pages as necessary):

Name: _____

Title: _____

Address: _____

Telephone: _____

Email: _____

VI. Membership Fee

Pursuant to Article Six of the MISO Agreement, all entities eligible for membership in MISO shall pay an initial membership fee of \$15,000 in order to become Members. Each year thereafter, Members are required to remit an annual \$1,000 membership fee within 30 days of receipt of MISO’s invoice. All such fees are nonrefundable and may be adjusted from time-to-time, as may be appropriate by the Board.

This fee was specifically approved by the Federal Energy Regulatory Commission in its Order conditionally approving the establishment of MISO. *See Midwest Indep. Transmission Sys. Operator, Inc.*, 84 FERC ¶ 61,231 (1998). The Commission also stated that “there is no restriction in the MISO Agreement to preclude potential Members from pooling financial resources to pay the application fee and annual dues, *i.e.*, have a collective membership interest.”

Accordingly, each Applicant shall submit with its application a check made payable to “Midcontinent Independent System Operator, Inc.” in the amount of \$15,000.

If the Applicant consists of several entities or individuals who wish to share a membership, the \$15,000 membership fee will cover the entire group’s membership; however, the group will be entitled to only one (1) vote for Board matters (*e.g.*, election of MISO Board of Directors, changes to Board compensation, etc.).

MISO requires all entities eligible for membership to pay the \$15,000 fee if they desire to participate in the election of the Board of Directors. This policy will apply to the original signatories to the MISO Agreement, as well as to any subsequent signatories or other entities who apply for membership and agree to be bound by the terms of the MISO Agreement, as amended.

Applicant’s Full Legal Name: _____

(Officer Signature)

(Print name)

Title: _____

Date: _____

Comments or questions regarding membership? Please contact membership@misoenergy.org
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