



Date: December 1, 2020
To: Board of Directors
From: Chad V. Seely, ERCOT Vice President, General Counsel and Corporate Secretary
Subject: Adjunct Membership Approval of Solar Prime LLC for Membership Year 2021

Issue for the ERCOT Board of Directors

ERCOT Board of Directors Meeting Date: December 8, 2020

Item No.: 10

Issue:

Whether the Board of Directors (Board) of Electric Reliability Council of Texas, Inc. (ERCOT) should approve the application of Solar Prime LLC (Solar Prime) for Adjunct Membership for Membership Year 2021.

Background/History:

Solar Prime was a Corporate Member in the Independent Generator Segment at the start of 2020, but became ineligible during the year upon the sale of certain generation assets. Solar Prime is currently developing several projects, and while it currently does not meet the criteria to be eligible for Corporate Membership in the Independent Generator Segment, it expects to meet the criteria early in 2021.

Since Solar Prime currently does not meet the definition of any Segment as set forth in the ERCOT Bylaws and Membership Application and Agreement for Membership Year 2021, Solar Prime has applied as an Adjunct Member. Please see **Attachment A**, the redacted Application (omitting individual contact information). Pursuant to the Section 3.2(c) of the ERCOT Bylaws, Adjunct Membership requires approval by the Board. If approved as an Adjunct Member, Solar Prime would align itself with the Independent Generator Segment in 2021 for purposes of voting at the Protocol Revision Subcommittee (PRS).

Key Factors Influencing Issue:

- Adjunct Membership requires approval by the Board.
- Solar Prime currently does not meet the definition of any Segment as set forth in the ERCOT Bylaws and Membership Application and Agreement for Membership Year 2021, but expects to meet the criteria for Corporate Membership in the Independent Generator Segment early in 2021.

Conclusion/Recommendation:

ERCOT staff recommends that the Board approve Solar Prime as an Adjunct Member of ERCOT for Membership Year 2021.



ELECTRIC RELIABILITY COUNCIL OF TEXAS, INC.
BOARD OF DIRECTORS RESOLUTION

WHEREAS, after due consideration of the alternatives, the Board of Directors (Board) of Electric Reliability Council of Texas, Inc. (ERCOT) deems it desirable and in the best interest of ERCOT to approve Solar Prime LLC (Solar Prime) as an Adjunct Member of ERCOT for Membership Year 2021, due to the fact that Solar Prime does not meet the Segment requirements for Membership;

THEREFORE, BE IT RESOLVED, that ERCOT is hereby authorized and approved to grant Adjunct Membership status to Solar Prime for Membership Year 2021.

CORPORATE SECRETARY'S CERTIFICATE

I, Vickie G. Leady, Assistant Corporate Secretary of ERCOT, do hereby certify that, at its December 8, 2020 urgent meeting by teleconference, the ERCOT Board passed a motion approving the above Resolution by _____.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of December, 2020.

Vickie G. Leady
Assistant Corporate Secretary



**ELECTRIC RELIABILITY COUNCIL OF TEXAS, INC.
MEMBERSHIP APPLICATION AND AGREEMENT FOR MEMBERSHIP YEAR 2021**

This Membership Application and Agreement for Membership Year 2021 (Agreement) is made and entered into by and between Electric Reliability Council of Texas, Inc. (ERCOT) and Solar Prime LLC (Applicant). In consideration of the mutual covenants contained herein Applicant hereby submits its application for ERCOT Membership (Membership) and agrees to be bound by the obligations of Membership as further described herein and the ERCOT Bylaws. ERCOT will review this application and will provide Member services and benefits described herein, subject to the terms and conditions of this Agreement and the ERCOT Bylaws, provided that Applicant meets the requirements to become an ERCOT Member (Member). This Agreement shall be effective as of the date that ERCOT provides written notice approving this application for Membership Year 2021 (Effective Date).

Capitalized terms that are not defined in this Agreement shall have the meaning as defined in the ERCOT Bylaws, as amended from time to time.

A. Membership Application Information.

1. Legal Name of Applicant.

Provide full corporate name and, if applicable, assumed “doing business as” name, of Applicant applying for Membership.

Solar Prime LLC

2. Type of Membership.

Select **ONE** of three available types of Membership below (that is, Corporate, Associate or Adjunct).

Members who are Affiliates (as defined in the ERCOT Bylaws) may hold only one Corporate Membership among such Members.

Other applicants applying for additional ERCOT Memberships, such as an Associate Membership, must use a separate Agreement for each Membership.

The applicable Annual Member Dues listed below for each Membership type provide Corporate Members with voting rights pursuant to the ERCOT Bylaws and entitle Members to services ERCOT provides such as hosting ERCOT meetings, providing Members with necessary information and such other Member services as ERCOT may from time to time offer.

Corporate. Voting. \$2,000 per Membership Year (except Residential and Commercial Consumer Members' Annual Member Dues are \$100 per Membership Year). Corporate Membership includes the right to vote on matters submitted to the general Membership, such as election of Board Directors, election of Technical Advisory Committee (TAC) Representatives and TAC subcommittees, and amendments to the Certificate of Formation (formerly known as the Articles of Incorporation) and the ERCOT Bylaws.

Residential Consumer Members do not elect a Director to represent the Residential Consumer interests as the Public Counsel is mandated to represent these interests as an *ex officio* Director on the Board. The Office of Public Utility Counsel (OPUC) and the appointed Residential Consumer TAC Representative shall be eligible to be Corporate Members without the payment of Annual Member Dues.

Associate. Non-voting. \$500 per Membership Year (except Residential and Commercial Consumer Members' Annual Member Dues are \$50 per year). Associate Membership does not provide any voting rights for matters submitted to the general Membership. However, an Associate Member may be elected by Corporate Members to serve as a voting member of the Board, TAC or a TAC subcommittee.

Adjunct. Non-voting. \$500 per Membership Year. Applicants not meeting the Segment requirements for Membership may join as Adjunct Members upon Board approval. Adjunct Membership does not provide any voting rights for matters submitted to the general Membership nor any right to be elected or appointed to the Board, TAC or a TAC subcommittee. Adjunct Members shall be bound by the same obligations as other Members.

3. **Payment of Annual Member Dues.**

The applicable Annual Member Dues must be paid and received by ERCOT by the Record Date, as determined pursuant to the ERCOT Bylaws and defined in Section B.3. below, in order for the Member to participate in the elections for the Membership Year 2021. **As a result of the Coronavirus-19 pandemic, ERCOT has implemented a mandatory work-from-home policy for all ERCOT staff not required to be on site to fulfill ERCOT's functions. During this time, ERCOT has reduced staff available to receive, distribute, and manage incoming postal mail, deliveries, faxes on a daily basis. As such, ERCOT requests submission of all Annual Member Dues by wire transfer. Contact ERCOT at membership@ercot.com for electronic funds transfer instructions.**

4. **Segment Eligibility.**

Check **ONE** Segment designation, as further described in the ERCOT Bylaws, for which Applicant believes in good faith that Applicant is eligible.

Consumer. Any entity meeting the definition for Residential Consumers, Commercial Consumers or Industrial Consumers as set forth in the ERCOT Bylaws.

Check **ONE** Subsegment designation:

Residential Consumer. The appointed Board Director representing residential consumer interests, an organization or agency representing the interests of residential consumers in the ERCOT Region, or the Residential Consumer TAC Representative.

Small Commercial Consumer. A commercial consumer having a peak demand of 1000 KW or less (or an organization representing such consumers).

Large Commercial Consumer A commercial consumer having a peak demand greater than 1000 KW.

Industrial Consumer. An industrial consumer with at least one meter with average monthly demand greater than 1 megawatt consumed within the ERCOT Region engaged in an industrial process.

An entity applying for ERCOT membership as a Residential Consumer, Small Commercial Consumer or Large Commercial Consumer is ineligible if that entity has interests in the electric industry in any other capacity than as an end-use consumer or represents the interests of another entity that has interests in the electric industry in any other capacity than as an end-use consumer.

The three Consumer Directors of the Board have the right to determine Applicant eligibility in the Residential and Commercial Subsegments as provided in the ERCOT Bylaws.

Cooperative. An Entity operating in the ERCOT Region that is:

(i) A corporation organized under Chapter 161 of the Texas Utilities Code or a predecessor statute to Chapter 161 and operating under that chapter;

(ii) A corporation organized as an electric cooperative in a state other than Texas that has obtained a certificate of authority to conduct affairs in the State of Texas;

- (iii) A cooperative association organized under Chapter 251 of the Texas Business Organizations Code or a predecessor to that statute and operating under that statute; or
- (iv) A River Authority as defined in Tex. Water Code §30.003.

Independent Generator. Any entity that is not a Transmission and Distribution Entity (T&D Entity) or an Affiliate of a T&D Entity and that (i) owns or controls generation of at least 10 MW in the ERCOT Region; or (ii) is preparing to operate and control generation of at least 10 MW in the ERCOT Region, and has approval of the appropriate governmental authority, has any necessary real property rights, has given the connecting transmission provider written authorization to proceed with construction and has provided security to the connecting transmission provider.

Independent Power Marketer. Any entity that is not a T&D Entity or an Affiliate of a T&D Entity and is registered at the Public Utility Commission of Texas (PUCT) as a Power Marketer to serve in the ERCOT Region.

Independent Retail Electric Provider (REP). Any entity that is certified by the PUCT to serve in the ERCOT Region as a Retail Electric Provider under PURA §39.352 and that is not an Affiliate of a T&D Entity.

Aggregator. For purposes of Segment classification, an aggregator may register to participate in this Segment if unable to qualify in any other Segment.

Investor-Owned Utility.

- (i) An investor-held, for-profit “electric utility” as defined in PURA §31.002(6) that:
 - (a) Operates within the ERCOT Region;
 - (b) Owns 345 kV interconnected transmission facilities in the ERCOT Region;
 - (c) Owns more than 500 pole miles of transmission facilities in the ERCOT Region; or
 - (d) Is an Affiliate of an entity described in (a), (b) or (c); or
- (ii) A public utility holding company of any such electric utility.

Municipal. An entity operating in the ERCOT Region that owns or controls transmission or distribution facilities, owns or controls dispatchable generating facilities, or provides retail electric service and is either:

- (i) A municipally owned utility as defined in PURA §11.003 or
- (ii) A River Authority as defined in Tex. Water Code §30.003.

5. Identification of Applicant's Designated Representative and Designated Representative Alternate.

a. Designated Representative.

ERCOT requires Applicant to designate an official representative in order for ERCOT to conduct ERCOT's corporate business (that is, for ERCOT to provide notice to each of its Members and for Members to participate and/or vote at Membership meetings, as applicable). Applicant identifies its designated representative for required notices to ERCOT Members, participation in meetings of the Corporate Members and voting issues, as applicable, as follows:

Name: Shannon Caraway
Title: Vice President
Address: [REDACTED]
City, State, Zip: [REDACTED]
Phone: [REDACTED]
Email: [REDACTED]

b. Designated Representative Alternate.

In the event that ERCOT is unable to contact Applicant's designated representative for any reason after reasonable attempts, Applicant identifies a designated representative alternate to receive required notices to ERCOT Members and to participate in meetings of the Corporate Members and voting issues, as applicable, as follows:

Name: Robert Reichenberger
Title: President
Address: [REDACTED]
City, State, Zip: [REDACTED]
Phone: [REDACTED]
Email: [REDACTED]

6. Identification of Other Members who are Affiliates of Applicant.

Applicant identifies other ERCOT Memberships held by Applicant or Affiliates of Applicant, if any (attach extra pages if necessary) as:

(a) Member name: _____
Segment: _____

(b) Member name: _____
Segment: _____

(c) Member name: _____
Segment: _____

B. Membership Agreement.

1. **Membership.** Any entity that qualifies for any of the Segment definitions set forth in the ERCOT Bylaws is eligible for Membership. Members must be an organization that either operates in the ERCOT Region or represents consumers within the ERCOT Region as provided in the ERCOT Bylaws. Members may join as a Corporate, Associate or Adjunct Member subject to the criteria set forth in the ERCOT Bylaws. Applicants must apply for Membership through an authorized officer or agent.

2. **Term.** The Membership Year 2021 begins on January 1, 2021, and ends on December 31, 2021. The term of this Agreement begins on the Effective Date and ends on December 31, 2021.

3. **Record Date.** The record date for Membership Year 2021 is Friday, November 6, 2020 (Record Date). Only applicants who have been approved as Corporate Members for Membership Year 2021 as of the Record Date shall be eligible to cast votes at the Annual Membership Meeting on December 8, 2020, including votes to confirm the 2021 ERCOT Board of Directors who serve from January 1, 2021, through December 31, 2021.

4. **Membership Dues.** Annual Member Dues are provided in the ERCOT Bylaws. Any change in or waiver of Annual Member Dues must be approved pursuant to the procedures set forth in the ERCOT Bylaws. Any change in Member Dues for a particular category of Members shall automatically become effective as to all ERCOT Members without the necessity of amending this Agreement.

All Memberships must be renewed annually. Annual Member Dues renewals shall be due by the Record Date for the annual membership meeting. Annual Member Dues will not be prorated.

Any Applicant may request that the Member's Annual Member Dues be waived for good cause shown.

5. **Application for Membership.** Applicant must submit the following items in order to apply for Membership:

- (i) Payment of the applicable Annual Member Dues; and
- (ii) A copy of this Agreement, signed by an authorized representative of Applicant.

For the reasons stated in Paragraph 3 in connection with the Coronavirus-19 pandemic, ERCOT requests submission of all Annual Member Dues by wire transfer and all signed Applications for Membership by email to Membership@ercot.com.

Upon receipt of payment and a signed copy of this Agreement, ERCOT will promptly notify Applicant of Membership status in writing, whether approved or not.

6. Change of Designated Representative or Designated Representative Alternate. All ERCOT Members shall maintain current contact information on file with ERCOT for their designated representative and designated representative alternate. An ERCOT Member may change its designated representative or designated representative alternate at any time by written request of a duly authorized representative of the ERCOT Member submitted to the ERCOT Legal Department at membership@ercot.com.

7. Changes in Affiliates. All ERCOT Members are required to notify ERCOT of any changes in their Affiliates in accordance with the ERCOT Bylaws.

8. Suspension and Expulsion. All ERCOT Members shall abide by the ERCOT Bylaws, as they may be amended from time to time, and any other rule or regulation duly adopted by the Board of Directors. Any ERCOT Member, who violates any provision of this Agreement, the ERCOT Bylaws, or any other rule or regulation duly adopted by the Board of Directors, may be reprimanded, suspended, and/or expelled in accordance with procedures adopted by the Board of Directors or set forth in the ERCOT Bylaws. Such action will affect all entities deriving Membership privileges through such ERCOT Member. Suspension and expulsion are cumulative and non-exclusive remedies that may be pursued against Applicant or any other ERCOT Member in addition to any other remedy available under the Standard Form Market Participant Agreement, any other agreement executed by the ERCOT Member, or any other applicable statutes, laws, rules, or regulations.

9. Amendment. This Agreement may be amended, modified, superseded, canceled, renewed, or extended and the terms and conditions hereof may be waived only by a written instrument executed by both parties hereto or, in the case of a waiver, by the party waiving compliance.

10. Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Texas that apply to contracts executed in and performed entirely within the State of Texas, without reference to any rules of conflict of laws. Parties consent to the exclusive jurisdiction of Texas.

IN WITNESS WHEREOF, Applicant certifies that:

- (i) Applicant meets the requirements for ERCOT Membership in the Segment designated herein;
- (ii) All information provided herein is true and correct to the best of Applicant's knowledge; and
- (iii) The signatory for Applicant is a representative authorized by Applicant with authority to bind Applicant contractually;
- (iv) Through the signature of its authorized representative below, Applicant agrees to be bound by the terms of this Agreement, the ERCOT Bylaws, applicable ERCOT Protocols, and any other requirements duly adopted by the Board of Directors or required by the Public Utility Commission of Texas or applicable law.

APPLICANT

Solar Prime LLC



By: _____

Printed Name: Robert Reichenberger

Title: Principal

Date: 10/30/2020