

# Annual Membership Request

Annual Membership Request

## **ELECTRIC RELIABILITY COUNCIL OF TEXAS, INC.**

### **MEMBERSHIP APPLICATION AND AGREEMENT**

This Membership Application and Agreement for the Membership Year identified below at *Annual Membership Request for Membership Year (Agreement)* is made and entered into by and between Electric Reliability Council of Texas, Inc. (ERCOT) and (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 the Membership Year identified below at *Annual Membership Request for Membership Year (Effective Date)*. Please note that being registered as a Market Participant is independent from being a Member. Membership is completely optional and does not interfere with your Market Participant status.

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.

\* Indicates required

### **Membership Application Information**

\* Annual Membership Request for Membership Year

\* Applicant Contact

Email

\*Applicant Legal Name 

COUNTY OF HIDALGO

\*Membership Type 

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 complete a separate Application for each Membership.

The applicable Annual Member Dues listed below for each Membership type provide Corporate Members with 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.

**Adjunct.** Non-voting. \$500 per Membership Year. Applicants not meeting the Segment requirements for Membership may join as Adjunct Members upon Board of Directors 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 TAC or a TAC subcommittee. Adjunct Members shall be bound by the same obligations as other Members.

**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 TAC or a TAC subcommittee.

**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 Technical Advisory Committee (TAC) Representatives and TAC subcommittee representatives.

Corporate

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 3 of the Membership Agreement below, in order for the Member to participate in the elections for the applicable Membership Year. **ERCOT has reduced staff available onsite to receive, distribute, and managed incoming postal mail, deliveries, faxes on a daily basis. As such, all Annual Member Dues shall be submitted by wire transfer. Please contact ERCOT for electronic funds transfer instructions.**



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

**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.

Consumer	
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\* Consumer Type 

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


**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.

Large Commercial Consumer	
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Cryptocurrency or Data Center 

Choose **Yes** if your entity is a Cryptocurrency or Data Center. **Note that the appropriate Consumer Segment for Cryptocurrency and Data Centers is the Industrial Consumer Segment.** 

-- None --	
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**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.

**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.

\* Identification of Applicant's Designated Representative and Designated Representative Alternate

<input type="button" value="Add"/>	<input type="button" value="Remove All"/>								
Actions	Representative Type	Name	Title	Address	City	State	Zip	Phone	Email
No data to display									

Applicant identifies other ERCOT Memberships held by Applicant or Affiliates of Applicant, if any, as (enter as many as needed):

## Affiliates of the Applicant

Add

Remove All

Actions	Member Name	Segment
No data to display		

### **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 begins on January 1 and ends on December 31 of the Agreement year. The term of this Agreement begins on the Effective Date and ends on December 31 of the Agreement year.
- 3. Record Date.** The record date for the applicable Membership Year (Record Date) is located on ERCOT's Membership Page. Only applicants who have been approved as Corporate Members for the applicable Membership Year as of the Record Date shall be provided notice of the Annual Membership Meeting. See ERCOT's Membership Page for the Annual Member Meeting Date.
- 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;
  - (ii) A completed Agreement, electronically signed by an authorized representative of Applicant; and
  - (iii) For Independent Generator segment applicants that are not Members in the Independent Generator segment for the current Membership Year, a copy of PGC registration(s) with the PUCT for Applicant and/or its Affiliates for generation of at least 10 MW in the ERCOT Region.

**For the reasons stated above, all Annual Member Dues shall be submitted by wire transfer and all Applications for Membership shall be submitted online.**

Upon receipt of payment and a completed 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](mailto: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;
- (iii) The signatory for Applicant is a representative authorized by Applicant with authority to bind Applicant contractually; and
- (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 PUCT or applicable law.

\* I agree to the terms of the Membership Agreement

\* Signature 

Type your signature 



Add attachments

Submit

Required information

