



Agreement for Construction of Power Line - Subdivision/Backbone

*This application is also available to complete online at MedinaEC.org/NewService.
Completed applications can be submitted to newservice@medinaec.org.*

Required Documents: Plat for the project (CAD/.dwg format) and Site Control (CSV or Txt file) to support documents. Additionally a landowners deed and COC may be required. Documents must be received prior to scheduling a site visit.

APPLICANT INFORMATION			
Applicant Name: _____		Member Number: _____	
Date: _____		Primary Phone: _____	
Secondary Phone: _____		<i>Please note that by providing your cell phone number, you are giving the cooperative permission to call or text you about important, account-related information (outages, balance due, etc.) and in emergency situations.</i>	
Email: _____		<i>Please note that by providing your email, you are giving the cooperative permission to email you about important, account-related information (outages, balance due, etc.) and in emergency situations as well as other MEC programs.</i>	
SSN: _____	DL#: _____	State: _____	Federal Tax ID (Businesses only): _____
<i>Your social security number will be used to verify your identity and to determine your deposit requirements. If you choose not to provide your SSN, a government-issued ID must be presented in person.</i>			
Billing Address: _____		City: _____	
State: _____		Zip: _____	
SERVICE LOCATION - <i>A landowner's deed is required.</i>			
Physical/911 Address: _____		GPS Coordinates _____	
<i>What is the physical address where the subdivision/backbone will be located?</i>			
City _____		Zip _____	
County _____			
Location inside the city limits? <input type="checkbox"/> Yes <input type="checkbox"/> No	<i>If located in Dimmit, Kinney, LaSalle, Starr, Webb or Zavala counties: Your county requires that a Certificate of Compliance must be on file before your application can be processed. You can attain your Certificate by contacting the appropriate county planning department.</i>	Water lines in place? <input type="checkbox"/> Yes <input type="checkbox"/> No	Water Source: <input type="checkbox"/> Individual Well <input type="checkbox"/> Central Water
If central water, please list utility and project point of contact. Water Utility Company: _____ Point of Contact: _____			
Subdivision: _____		Gate Code: _____	
LOAD REQUIREMENTS			
Please indicate if you want overhead or underground service. <input type="checkbox"/> Overhead <input type="checkbox"/> Underground	Lot Plans Number of Lots _____ Average Lot Size _____	Multiphase Project: Is this part of a multiphase project? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Typical Home Size Planned <input type="checkbox"/> ≤ 1500 sq. ft. <input type="checkbox"/> 1501-3000 sq. ft. <input type="checkbox"/> 3001-6000 sq. ft. <input type="checkbox"/> > 6000 sq. ft. <input type="checkbox"/> Unknown	Is site at final grade? <input type="checkbox"/> Yes <input type="checkbox"/> No If no: Date when you expect final grade: _____ <i>Please note that the site must be at final grade before staking will be done.</i>	Streetlights: Are streetlights to be included in the design? <i>MEC uses a standard streetlight pole. If decorative streetlights are wanted, the developer will need to source those and install them.</i> <input type="checkbox"/> No <input type="checkbox"/> Yes - Standard <input type="checkbox"/> Yes - Decorative	
Heating Source Planned <input type="checkbox"/> Gas <input type="checkbox"/> Electric <input type="checkbox"/> Unknown	Are the roads in development? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unsure at this time.	If yes, who is responsible for building the street lights? <input type="checkbox"/> Developer listed on application <input type="checkbox"/> HOA: Name: _____ <input type="checkbox"/> City / County: _____	



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THIS AGREEMENT ("Agreement") is between Medina Electric Cooperative, Inc. ("Seller"), a Texas electric cooperative corporation, and the undersigned ("Member"). Seller and Member are collectively referred to as the "Parties" and each individually as a "Party". Capitalized words are Define Terms. If not found in the document below, their definitions can be found in the Cooperative's Tariff or Bylaws. In consideration of compensation to be paid by Member to Seller hereunder, and the mutual covenants, agreements and obligations of the parties hereinafter set forth, the undersigned Parties agree as follows:

1. SERVICE.

Seller shall use reasonable diligence to provide electric energy service to the Member's Service Location at the particular point where electric energy first leaves the line or Cooperative Equipment owned by the Seller and enters the Member's service entrance conductors. When electric energy becomes available, the Member will purchase all electric energy required to be used at the Service Location from Seller and use such electric energy exclusively for the operation of Member's Equipment. Seller may limit the amount of electric energy to be furnished, as indicated in the Service Rules and Regulations of the Seller. Member understands that the voltage and frequency of electric energy provided may vary within the standards set forth in the Seller's Service Rules and Regulations. Nothing contained herein shall prohibit the Member from safely using electric energy generated by Member owned energy resources (e.g. solar).

2. RATES.

Member shall pay for electric service in accordance with the Seller's standard Tariff schedules in effect for like conditions of service to the class of service furnished hereunder. If Member's service is misclassified, whether because of misrepresentation of the facts or otherwise, Seller reserves the right to apply the correct rate schedule and adjust prior and future billings accordingly, and to take other action which may include requiring the Member to make a cash contribution in aid of construction for facilities. If any Tariff or rate is changed by the Seller, or by order or consent of any regulatory authority having a jurisdiction thereof whether or not at the request of the Seller, such changed Tariff, rate or redefined class of service shall be applicable to Cooperative Service Provided Hereunder from and after the effective date of such change. Member shall pay a minimum charge each month for having service available irrespective of whether or not any energy is actually used.

3. BILLING AND PAYMENT.

Periodically, Seller will render to the Member a statement for services rendered. The Member shall pay the total amount shown on such statement within sixteen (16) days from its date. Payment may be made to Seller in person, electronically or by mail at the offices of the Seller. The initial monthly billing period shall start when power is made available to the customer.

4. BREACH.

A Party breaches this Agreement by failing or refusing to perform a material obligation. **4.1 DISCONTINUANCE OF SERVICE.** Seller may discontinue service if the Member has breached any portion of this Agreement by failure to make timely payment or failure or refusal to perform any of Member's obligations, and the Seller has given the Member notice, if required, in accordance with the Service Rules and Regulations of the Seller regarding discontinuance of service, as they are now or may hereafter be amended. Member hereby waives any and all damages which result as a consequence of such discontinuance of service. Seller shall not be liable for any damages of any kind or character resulting from discontinuance or disconnection made pursuant to Seller's rules governing discontinuance of service.

4.2 OTHER LEGAL REMEDIES. At Seller's option, if Member becomes delinquent in the payment of his or her account, Seller may declare the remaining minimum amount for the remaining term of this Agreement due and may exercise legal action in a court of competent jurisdiction to obtain judgment or other legal or equitable relief. If Seller hires an attorney for collection of Member's account, Member agrees to pay all reasonable attorney's fees and collection expenses incurred in such matter.

5. MEMBERSHIP AND MEMBER'S INSTALLATION.

Member shall pay the membership fee, take any action that may be required to qualify as a member, comply with and be bound by the provisions of the Seller's Articles of Incorporation and Bylaws as well as Seller's rules and regulations as may from time to time be adopted by the Seller. The Cooperative Service contracted for herein is to be provided and taken in accordance with the provisions of this Agreement, and the Seller's Service Rules and Regulations and Tariffs, including any and all amendments that may hereafter be approved or ordered. SAID SERVICE RULES, REGULATIONS AND TARIFFS ARE A PART OF THIS AGREEMENT TO THE SAME EXTENT AS IF FULLY SET OUT HEREIN AND ARE ON FILE AND AVAILABLE AT THE SELLER'S OFFICE IN HONDO, TEXAS OR AVAILABLE ON MEDINA EC'S WEBSITE. Member warrants that his or her installation at the Service Location (including all conductors, switches, equipment, wiring and protective devices of any kind or character) is constructed in accordance with the National Electrical Safety Code of the American Standards Association, as well as, applicable laws, ordinances, and Seller's wiring specifications. Member also warrants that Member's installation will be maintained in such a manner as to conform to such standards.

6. EASEMENTS AND RIGHT OF ACCESS.

Member shall grant or secure for the Seller, at the Member's expense, any rights of way on property owned or controlled by the Member and to provide suitable space on such premises for installation of facilities where such rights of way and space are necessary to provide electric service to the Member. The Seller's representatives, employees and assigns are hereby granted rights of ingress and egress to the Member's premises at all reasonable times for the purpose of inspection of facilities, providing service, and in order to carry out the provisions thereof, together with the right of ingress and egress over Member's adjacent lands to or from said right of way for the purpose of constructing, improving, reconstructing, repairing, inspecting, patrolling, maintaining, and removing said power line and appurtenances; the right to relocate said line in the same relative position to any adjacent road if and as widened in the future; the right to trim or cut down trees or shrubbery to the extent necessary to prevent possible interference within the operation of said line or to remove possible hazard thereto, and the right to remove, or to prevent the construction of, for a distance of twenty (20) feet on each side of the actual center of said line, any or all buildings, structures or other obstructions which may endanger or interfere with the efficiency, safety or convenient operation of said line and its appurtenances. If such buildings, structures or other obstructions are constructed by the Member within the forty (40) foot space described above without prior written consent of the Seller, then the Seller shall have the right to remove same from such space and Member agrees to pay the Seller the reasonable cost of such removal, and this Agreement, together with other provisions of this grant, shall constitute a covenant running with the land for the benefit of the Seller, its successors and assigns. Failure to provide unrestricted access for the above purposes shall be cause for discontinuance of Cooperative Service.

7. CONTINUITY OF COOPERATIVE SERVICE.

Seller shall use reasonable diligence to provide constant and uninterrupted electric power, however, if electric power or Cooperative Service should fail or be interrupted, or become defective, or be reduced through an act of God, governmental authority, action of the elements, public enemy, terrorism, accident, strikes or labor trouble, maintenance, repair or upgrading work, or any cause beyond the reasonable control of the Seller, the Seller shall not be liable under the provisions of this Agreement.

8. LATE PAYMENT CHARGE.

In the event Member fails to pay Seller's monthly billing when due, said bill will become delinquent and a 5% late payment fee will apply.

9. TERM OF AGREEMENT.

Upon acceptance by the Seller, this document shall constitute an agreement between the Member and the Seller. The initial term shall be one year from the date service is made available if Member is given a line extension credit, or one month if no line extension credit is given. After the initial term, this Agreement shall remain in effect until terminated by either Party in accordance with the Seller's Service Rules and Regulations. Termination shall not relieve Member of any obligation to Seller arising before termination.

10. NOTICES.

All notices required to be given under the terms and provisions of this Agreement may be given by mailing such notice to the other Party by United States mail addressed to the Party at the Party's last known mailing address. The notice shall bear the dates of its mailing, and shall be effective on and after such date.

11. EFFECTIVE DATE.

Notwithstanding anything contained herein, this Agreement shall not become effective and is not binding until executed by the Seller and the Member.

12. WAIVER.

No waiver, expressed or implied, to any breach of any one of the covenants or agreements hereof shall be deemed to be a waiver of any subsequent breach. Failure of Seller to discontinue Cooperative Service shall not constitute a waiver of Seller's right to discontinue Cooperative Service. Each day Member fails to pay Seller's invoice after payment is due shall constitute a separate breach of this Agreement.

13. ASSIGNMENT.

This Agreement shall not be assigned by the Member, except in accordance with the Articles, Bylaws, Service Rules and Regulations of the Seller. This Agreement shall inure to the benefit of the Seller's successors and assigns.

14. METER TAMPERING.

In the event the Seller reasonably determines that its meter or Cooperative Equipment has been tampered with or bypassed, Seller may disconnect Cooperative Service and/or estimate electric energy consumed. The Member agrees to pay any statement or statements reflecting the highest estimated usage of electricity by the Member for the longest period of time such tampering or bypassing may have continued plus all labor, material and Cooperative Equipment necessary to repair or replace damaged facilities. A minimum charge for meter tampering is established in the Seller's Tariffs and will be assessed.

15. DISCLAIMER OF WARRANTIES.

SELLER MAKES NO WARRANTIES WHATSOEVER WITH REGARD TO THE PROVISION OF ELECTRIC DISTRIBUTION SERVICE AND DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NOTWITHSTANDING ANY COURSE OF PERFORMANCE OR USAGE OR TRADE, OR LACK THEREOF, THAT MAY BE INCONSISTENT WITH THIS SECTION.

16. MEMBER INDEMNITY - INTERFERENCE WITH CONTRACT.

Member warrants that the negotiation, execution or performance of the Agreement does not breach any of Member's other contracts and is not prohibited by any of Member's other contracts, and that there is not any other supplier of Member with a contractual right to supply electrical distribution service to the Service Location at the time this Agreement is executed.

17. ENTIRE AGREEMENT, MODIFICATION, SEVERABILITY, INTERSTATE OPERATIONS, LAW GOVERNING.

17.1 ENTIRE AGREEMENT. This Agreement constitutes the entire agreement and understanding between the Parties respecting construction of electric utility facilities and distribution (wires) service to the Member's premises. There are no prior agreements or understandings between the Parties respecting the electric Cooperative Service described herein. Seller, its agents and employees have made no representations, promises, or made any inducements, written or verbal, which are not contained herein. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof not set forth or provided for herein. Member agrees that it is not relying on any statement not herein contained. This Agreement replaces all prior agreements and undertakings, oral or written, between the Parties with regard to the subject matter hereof. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein, which agreements are unaffected by this Agreement.

17.2 MODIFICATION IN WRITING. This Agreement may be amended only upon mutual agreement of the Parties, which amendment will not be effective until reduced to writing and executed by the Parties.

17.3 SEVERABILITY. If any provision of this Agreement is determined to be void, unenforceable, or in violation of law, such provision shall be severed from this Agreement and the remaining provisions of this Agreement shall continue to be binding on the parties.

17.4 INTRASTATE OPERATIONS. Member will not take any action that would cause the Seller, which is not a "public utility" under the Federal Power Act, to become a "public utility" under the Federal Power Act or become subject to the plenary jurisdiction of the Federal Energy Regulatory Commission. It is understood and agreed that taking such an action shall give the Seller the right to immediately disconnect from Member's facilities and discontinue provision of Cooperative Service.

17.5 TEXAS LAW. This Agreement was executed in the State of Texas and shall be governed by, interpreted, construed, and enforced in accordance with the laws thereof, without regard to conflict of law principles. The provisions and obligations of this Agreement are performable in Medina County, Texas such that exclusive venue for any action arising out of this agreement shall be in Medina County, Texas. This Agreement is subject to all valid, applicable federal, state, and local laws, ordinances and rules and regulations of duly constituted regulatory authorities having jurisdiction.

18. VENUE.

It is further understood and agreed between Seller and Member that venue of any and all litigation arising out of any breaches of the provisions of this Agreement shall be in Medina County, Texas.

19. DEPOSIT.

Member may be required to make a deposit to secure payment for Cooperative Service. Amount will depend on credit check and type of Cooperative Service.

20. CONTRIBUTION IN AID OF CONSTRUCTION.

Member will pay to Seller a non-refundable contribution in aid of construction, if applicable. This amount will be the basis for determining a reimbursement for a Qualifying Facility, per the Seller's Tariff. For Qualifying Facilities, Member will pay a reimbursement for extension of Cooperative Service in accordance with the Seller's Tariff.

21. AUTHORITY.

Member represents and warrants that each representative of Member executing this Agreement is duly authorized to do so. By executing below, the natural Person(s) who executes this Agreement on behalf of Member represents and warrants that he or she has the authority to bind said Entity.

Signature(s): _____

Date: _____

Printed Name(s): _____

Title: _____

For commercial/corporation, signature authority (title) must be indicated. If signature is that other than President, Vice President, Partner or Owner, proof of signature authority may be required.