

Agreement for Relocation of Power Line / Equipment



Submit completed applications:
Email: NewService@MedinaEC.org
Mail: Medina EC
Attn: Member Services
PO Box 49
Dilley, TX 78017

Members should complete and then sign agreement below.

Member / Legal Business Name: _____ Date of Application: _____

Account Number (if current member): _____

Billing Address: _____

Primary Phone: _____ Secondary Phone: _____

Email Address: _____

SSN (Federal Tax ID Number for businesses): _____

If you choose not to provide your social security number, you will have to visit one of our offices and present your driver's license in person so your identity can be verified. Your social security number will be used to do an online identity check and to determine certain credit requirements.

Relocation Information

What is the physical location of the line / pole / equipment that needs to be relocated?

Physical Address/911 Address/GPS Coordinates: _____

Location County: _____

Is there a meter or transformer that will be relocated? Yes No

If yes, give meter / transformer number: _____

Description of Relocation Needed (What needs to be relocated and for what reason?): _____

If a meter is present and will be relocated, please indicate:

Electricity will be predominantly used for: (Choose One)

Residential – Designate Type: Primary Residence, Occupied Full Time

Weekend Home

Other Residential Use – Describe: _____

Example: Residential water well, personal shed, personal hunting cabin, gate, etc.

Farm or Ranch Business – Designate Type:

Irrigation – HP: _____ Pivot – HP: _____ Stock Water Well – HP: _____

Farm Building – Use: _____

Other Farm Use: _____

Commercial or Industrial – Electricity will be used for: _____

Example: Office, pump jack, manufacturing plant, etc.

Other: _____

Example: Church, school, cemetery, etc.

Agreement for Relocation of Power Line / Equipment

THIS AGREEMENT (“Agreement”) is between] Medina Electric Cooperative, Inc. (“Seller”), a Texas electric cooperative corporation, and the undersigned (“Customer”). Seller and Customer are collectively referred to as the “Parties” and each individually as a “Par- ty.” Capitalized words are defined 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 Customer to Seller hereunder, and the mutual covenants, agreements and obligations of the parties hereinafter set forth, the undersigned Parties agree as follows:

1. CONSTRUCTION, ESTIMATES AND COST. It is understood, acknowledged, and agreed by Customer that the Cooperative will not initiate right of way procurement or clearing, planning, engineering, staking, design, or equipment procurement or authorize construction until the Cooperative has received all of the initial, non-refundable contributions-in-aid-of-construction (“CIAC”) with respect to the applicable portion of the project. Customer acknowledges, understands, and agrees that all estimates provided are based on the information available and that the Project will be billed on an actual-cost basis as described in the Tariff. If, with respect to any Project, the actual costs to complete the Project are in excess of the CIAC received by the Cooperative and if Customer fails to pay such excess, the Cooperative may refuse service until the actual cost of construction is paid in full, as outlined in Tariff. It is understood that all facilities shall remain the property of Medina Electric Cooperative, Inc. and the Cooperative shall have the right to serve additional customers from any facilities constructed with CIAC funds. For Qualifying Facilities, Customer will pay a reimbursement for extension of service in accordance with the Seller’s tariff.

2. BREACH. A Party breaches this Agreement by failing or refusing to perform a material obligation.

2.1 Legal Remedies. At Seller’s option, if Customer refuses to make payment of his or her account, Seller 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 Customer’s account, Customer agrees to pay all reasonable attorney’s fees and collection expenses incurred in such matter.

3. CUSTOMER AND CUSTOMER’S INSTALLATION. Customer shall comply with and be bound by the provisions of the Seller’s Articles of Incorporation and by-laws as well as Seller’s rules and regulations as may from time to time be adopted by the Seller. The construction for electric service contracted for herein is to be provided and taken in accordance with the provisions of this Agreement, and the Seller’s service rules, 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.

4. EASEMENTS AND RIGHT OF ACCESS. Customer shall grant or secure for the Seller, at the Customer’s expense, any rights of way on property owned or controlled by the Customer and to provide suitable space on such premises for installation of facilities where such rights of way and space are necessary for the relocation. The Seller’s representatives, employees and assigns are hereby granted rights of ingress and egress to the Customer’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 Customer’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 Customer or any future owners 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 Customer 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.

5. TERM OF AGREEMENT. Upon acceptance by the Seller, this document shall constitute an agreement between the Customer and the Seller. Agreement shall remain in effect until terminated by either Party in accordance with the Seller’s service rules and regulations. Termination shall not relieve Customer of any obligation to Seller arising before termination.

6. NOTICES. All notices required to be given under the terms and provisions of this Agreement may be given by emailing or mailing such notice to the other Party or their apparent project managers.

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

8. 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 service shall not constitute a waiver of Seller’s right to discontinue service. Each day Customer fails to pay Seller’s invoice after payment is due shall constitute a separate breach of this Agreement.

9. ASSIGNMENT. This Agreement shall not be assigned by the Customer, except in accordance with the Articles, Bylaws, and rules and regulations of the Seller. This Agreement shall inure the benefit of the Seller’s successors and assigns.

10. 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

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BE INCONSISTENT WITH THIS SECTION.

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

12. ENTIRE AGREEMENT, MODIFICATION, SEVERABILITY, INTERSTATE OPERATIONS, LAW GOVERNING:

12.1 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 Customer's Premises. There are no prior agreements or understandings between the parties respecting the electric 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. Customer 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.

12.2 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.

12.3 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.

12.4 Intrastate Operations. Customer 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 Customer's Facilities and discontinue provision of service.

12.5 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.

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

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

Member Signature(s): _____

Printed Name(s): _____

Commercial / Corporate 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.

Date:
By Medina Electric Cooperative, Inc.
Authorized Agent:

Work Order:
Order Number:
Cost Estimate: