

# APPLICATION FOR ELECTRIC SERVICE/COOPERATIVE MEMBERSHIP AGREEMENT

## Consumer Information:

(Please list name(s) as you wish them to appear on your account.)

## Type of Membership Requested:

Name(s) (Please Print): \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

- Joint Membership (Spouses, etc.)
- Individual
- Corporation
- Partnership
- Other \_\_\_\_\_

Ethnic Group (This information is not used by RGEC, it is a Federal Requirement): \_\_\_\_\_

Physical Address/Location: \_\_\_\_\_

Landmarks: \_\_\_\_\_

Telephone # (residence): \_\_\_\_\_

SSN/TPIN: \_\_\_\_\_

Employer: \_\_\_\_\_

Driver's License #: \_\_\_\_\_

State: \_\_\_\_\_

Employer's Telephone #: \_\_\_\_\_

(SSN and DL numbers of both partners are required for Joint Membership applications and for credit reporting purposes through Online Utility Exchange.)

Spouse's Employer: \_\_\_\_\_

Social Security #: \_\_\_\_\_

Spouse's Employer's Telephone #: \_\_\_\_\_

Driver's License #: \_\_\_\_\_

State: \_\_\_\_\_

Cell Phones/Other: \_\_\_\_\_

## Rate Class Requested:

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Residential                     | <input type="checkbox"/> Gen. Svc. 3 Phase        | <input type="checkbox"/> Large Power up to 2999 KW |
| <input type="checkbox"/> Seasonal                        | <input type="checkbox"/> Irrigation _____ hp      | <input type="checkbox"/> Large Power over 3000 KW  |
| <input type="checkbox"/> Temporary (less than 12 months) | <input type="checkbox"/> Oil Well Pumping         | <input type="checkbox"/> Lighting (175, 250, 400)  |
| <input type="checkbox"/> Gen. Svc. 1 Phase               | <input type="checkbox"/> Large Power up to 999 KW | <input type="checkbox"/> Other: _____              |

## Payment Options:

- Traditional (Postal Mail Service)
- E-Bill (Sign up through SmartHub at [www.riogrande.coop](http://www.riogrande.coop); must have internet access)
- SmartHub Mobile App for your iOS or Android device

(Bank Draft/Credit Card payments can be setup through SmartHub, Mobile App or by calling 888-259-9084 and following prompts)

# MEMBERSHIP AGREEMENT

The undersigned (hereinafter called the "Consumer") hereby applies for membership in, and agrees to purchase energy from RIO GRANDE ELECTRIC COOPERATIVE, INC., (hereinafter called "RGEC") upon the following terms and conditions:

- SERVICE.** RGEC agrees to provide electric service (including but not limited to the supply of electric power) to Consumer at the point of delivery above specified, being the point where the electric energy first leaves the line or equipment owned by RGEC and enters the line or equipment owned by Consumer. The point of delivery shall be the point at which RGEC's legal responsibility ends and the Consumer's legal responsibility commences. Consumer understands that the electric energy provided may have reasonable variation in frequency and voltage. Consumer agrees to take and use electric energy exclusively for the operations of Consumer's equipment as specified above; however, if no equipment is specified, then Consumer agrees to take and use electricity exclusively for the type of service indicated above. The Consumer will, when electric energy becomes available, purchase from RGEC all central station electric power and energy used on the premises described in this Agreement for so long as the premises are owned or directly occupied or used by Consumer. RGEC may limit the amount of electrical energy to be furnished for industrial uses.
- PAYMENT.** Consumer agrees to pay for electric service in accordance with RGEC's standard Tariff schedules in effect for like conditions of service to the class of service furnished hereunder and agrees to abide by the rate classifications or classes of service established from time to time under RGEC's Tariffs. If the class of service furnished under this Agreement is amended or revised by RGEC, or by order or consent of any relevant Regulatory Authority, such changed Tariff and/or redefined class of service shall be applicable to service and energy provided under this Agreement from and after the effective date of the change. Periodically, RGEC will render to Consumer a statement of services rendered. Consumer agrees to pay the total amount shown on the statement, including any applicable use, sales, or excise taxes on or before the due date set out on the statement. The Consumer is responsible for paying their bill by the due date each month, and if the payment is not received by RGEC on time, the Consumer will be charged a late fee of 5% of the amount due. (Late Fee does not apply to New Mexico accounts.) Payment shall be made to RGEC at any of its area offices which are located in Brackettville, El Paso, Alpine, Dell City, Carrizo Springs and Fort Stockton, Texas. When Consumer has more than one (1) service connection from RGEC, any payment by him for services from RGEC may be deemed to be allocated and credited on a pro rata basis to his outstanding account for all such service connections of the same class, or included in the same bill, whether or not RGEC's actual accounting procedures reflect such allocations and proratons.
- ADDITIONAL TERMS.** The electrical service contracted for in this Agreement is to be provided and taken in accordance with the provisions of this Agreement for electric service, all applicable laws and Regulations, the provisions of any supplemental Agreement for a particular class of service required by RGEC, and RGEC's service Regulations and Tariffs on file with the Public Utility Commission of Texas including any and all amendments that may be approved or ordered in the future by the relevant Regulatory Authority. **THE SERVICE REGULATIONS AND TARIFFS ARE INCORPORATED BY REFERENCE IN AND ARE A PART OF THIS AGREEMENT TO THE SAME EXTENT AS IF SET OUT IN THIS AGREEMENT AND ARE ON FILE AND AVAILABLE AT RGEC'S AREA OFFICES.**
- RESALE.** Consumer understands and agrees that the electric service provided under this Agreement is not to be resold, except with RGEC's written consent.
- MEMBERSHIP.** The Consumer will be charged a \$5.00 membership fee (refundable upon discontinuation of service), a trip fee (required to connect service), and an Application Fee, along with a deposit for each meter. A credit check through Online Utility Exchange, if credit has not been established with RGEC, may be required in lieu of a deposit. The deposit, plus interest, will be refunded, provided account has no more than (2) delinquent notices for 12 consecutive months of the Residential Service or 24 months for Commercial Service. Consumer, upon receipt of electric service following execution of this Agreement and payment of the required membership fee, becomes a member of RGEC and he agrees to be bound by and to comply with the provisions and RGEC's Articles of Incorporation, and Bylaws, both as they now exist or may from time to time be adopted, repealed, amended or supplemented by RGEC. **THE ARTICLES OF INCORPORATION AND BYLAWS ARE INCORPORATED BY REFERENCE IN AND ARE A PART OF THIS AGREEMENT TO THE SAME EXTENT AS IF SET OUT IN THIS AGREEMENT AND ARE ON FILE AND AVAILABLE AT RGEC'S AREA OFFICES.**
- EASEMENTS, RIGHTS OF ACCESS.** Consumer shall, at Consumer's expense, upon being requested to do so by RGEC, execute and deliver to RGEC, in form and content acceptable to RGEC, one or more grants of easement or rights-of-way over, on and under such lands owned or leased to or by or mortgaged to or otherwise controlled by Consumer, and in accordance with such reasonable terms and conditions including as to the location of such easement, as are necessary for the furnishing of electric service to Consumer. Consumer agrees that RGEC's employees are hereby granted rights of ingress and egress to facilities providing service and otherwise in order to carry out the provisions of this Agreement. RGEC must have access to facilities at all times and if RGEC facilities are within a fence, RGEC shall place its lock on gate. Consumer likewise agrees that non-employee representatives and assigns of RGEC are hereby granted such rights of ingress and egress, subject to the consent of Consumer, which consent shall not be unreasonably withheld.
- CONTINUITY OF SERVICE.** RGEC shall use reasonable diligence to provide constant and uninterrupted electric power; however, if electric power or service should fail or be interrupted, or become defective, or be reduced through act of God, governmental authority, action of the elements, public enemy, accident, strikes, labor trouble, maintenance, repair or upgrading work, or any cause beyond the reasonable control of RGEC, RGEC shall not be liable under the provisions of this Agreement.
- TERM.** The acceptance of this instrument by RGEC shall constitute an Agreement between Consumer and RGEC. The contract for electric service shall continue in force (i) for 12 months from the date service is made available by RGEC to the Consumer, or (ii) in the event of a contract for temporary service, for a specified shorter period. After the initial 12-month period of non-temporary contract this Agreement may be terminated by either party giving thirty-days written notice, Consumer's termination being subject to Consumer's compliance with such uniform terms and conditions as RGEC's Board of Directors may prescribe. The initial monthly billing period shall start when Consumer begins using electric power and energy, but shall not start later than 30 days after service described in this Agreement is made available to the Consumer.
- BREACH/DISCONTINUANCE OF SERVICE.** Notwithstanding any other provisions of this Agreement, RGEC may discontinue service if Consumer has breached any portion of this Agreement by failure to make timely payment or otherwise, provided RGEC has given Consumer notice in accordance with the applicable Rules of the Regulatory Authority regarding discontinuance of service.

10. NOTICE. All notice required to be given under the terms and provisions of the Agreement may be given by mailing the notice to the other party by United States mail addressed to: (i) the mailing address indicated above, as such address may be changed from time to time by either party by means of written notice given to the other party or (ii) by notice given by RGEC to Consumer at the mailing address given to RGEC through U.S. Postal Service in the event notice to a Consumer's mailing address provided for pursuant to this Application is not deliverable. The notice shall bear the date of its mailing, and shall be effective on and after that date or such other date as is specified in the notice.

11. EFFECTIVE DATE/NOTIFICATION. Notwithstanding anything contained in this Agreement, this Agreement shall not become effective and is not binding until executed by RGEC and Consumer. No modification or alteration of this Agreement, except as specifically provided for in this Agreement shall be binding on either party unless reduced to writing and signed by the parties.

12. WAIVER. No waiver, expressed or implied, of any breach of any one or more of the covenants or Agreements set out in this Agreement shall be deemed to be a waiver of any subsequent breach.

13. CONSUMER'S EQUIPMENT. The Consumer shall have the status of bailee of RGEC's equipment and facilities located on Consumer's premises. "Status of bailee" means the consumer is the "custodian" of the equipment, and as such, is responsible for seeing that no harm comes to it while on the consumer's property. Commencing with equipment at the uppermost portion of the meter pole, Consumer will be responsible for obtaining, installing and maintaining in good condition all switches, protective equipment adequate to protect operations and facilities of RGEC and of Consumer from adverse physical effects of power furnished to Consumer, and wiring, including three-phase protective equipment. Such equipment must meet standards equal to or higher than those of the National Electric Safety Code or American National Standards Institute. Consumer agrees to indemnify and hold harmless RGEC from and against any and all costs, claims, death or injury to any person, injury or destruction to any property or damages of any kind arising in whole or in part from Consumer's facilities, switches, protective equipment or wiring.

14. ENTIRE AGREEMENT/LAW GOVERNING. Except to the extent of any supplemental Agreement duly executed between Consumer and RGEC for the described service, RGEC, its agents and employees have made no representations, promises, nor made any inducements, written or verbal, which are not contained in this Agreement. Consumer agrees that it is not relying on any statements not contained in this Agreement. This Agreement shall be construed and governed in accordance with the laws of the State of Texas.

15. ASSIGNMENT. This Agreement shall not be assigned by Consumer, except in accordance with the Articles of Incorporation, Bylaws, and Rules and Regulations of RGEC. This Agreement shall inure to the benefit of RGEC's assigns.

16. LIMITATIONS OF LIABILITY AND INDEMNITY OF RGEC FOR INJURIES AND DAMAGE. RGEC shall not be liable for injuries and/or damage caused by or resulting from failure to furnish electric energy and services of any kind and amount contracted for, to the extent such liability is limited by the provisions of RGEC's Service Regulations contained in its Tariff. Member agrees to indemnify RGEC from and against claims arising from RGEC's furnishing of electric energy to Member to the extent provided for by the provisions of RGEC's Service Regulations contained in its Tariff. Under no circumstances will RGEC be liable for consequential damages.

17. METER TAMPERING. In the event RGEC reasonably determines that its meters or equipment have been tampered with or bypassed, Consumer agrees to pay RGEC's statement or statements reflecting the highest estimated usage of electricity by Consumer for the longest period of time such tampering or bypassing may have continued consistent with relevant Rules of the Regulatory Authority. RGEC's statement or statements estimating usage of electricity shall be presumed accurate.

18. MINIMUM. Notwithstanding any other provision of any applicable rate schedule and irrespective of Consumer's requirements, Consumer shall pay a minimum Availability Charge, pursuant to Consumer's applicable classification under RGEC's rate Tariffs, but not less than the minimum specified below for service, or for having service available under this Agreement during its term:

The Availability Charge (sometimes referred to as Consumer Charge), as contained in the applicable rate schedule per month, per meter, plus energy costs for a minimum period of twelve (12) consecutive months will be applicable. If Consumer's service is disconnected prior to the end of the twelve (12) month period, Consumer shall be liable for the amount of the Availability Charge for the remainder of the twelve (12) month period. If construction is required to serve Consumer, the twelve (12) month contract is mandatory and Consumer's billing will commence thirty (30) days following completion of RGEC's construction, regardless of whether Consumer's meter loop has been installed. If construction is not required, and Consumer requests a shorter contract of service (Temporary Service), the Availability Charge, as contained in the applicable rate schedule per month, per meter, plus energy costs for the number of months' service is taken will be applicable.

**Signature of Applicant:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Signature of Joint Applicant (if any):** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Acknowledgement**

**I have read the materials contained in the Membership Application Packet and**

- 1. I have received a copy of the meter loop specifications, and I am aware that I am responsible for having my contractor/electrician build my meter loop to the exact specifications outlined and illustrated in this Application for Electric Service/Cooperative Membership Packet, if new structure, or that I may obtain a meter loop directly from RGEC. If service is to an existing structure, I am responsible for assuring that meter loop construction meets RGEC specifications. I further agree that the minimum and maximum pole specifications, pertaining to height and type outlined in this document will be observed.
- 2. I am aware that if service has to be constructed, the billing will start 30 days after RGEC’s work has been completed, regardless of whether a meter has been connected.
- 3. I acknowledge that I have received a copy of the Easement form included with this Application for Service packet, that I agree to said easement, and will strictly abide by the terms and conditions expressed therein.

I HEREBY VERIFY THAT I HAVE READ AND UNDERSTAND EACH OF THE ABOVE CONDITIONS FOR SERVICE.

**Signature of Applicant:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Signature of Joint Applicant (if any):** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**EASEMENT AND RIGHT-OF-WAY**

STATE OF \_\_\_\_\_

§  
§  
§

**KNOW ALL MEN BY THESE PRESENTS**

COUNTY OF \_\_\_\_\_

That \_\_\_\_\_ (“Grantor,” whether one or more) for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto Rio Grande Electric Cooperative, Inc., a Texas corporation whose post office address is P.O. Box 1509, Brackettville, Texas 78832 (“Grantee”), an easement and right-of-way thirty (30) feet in width for overhead and underground electric distribution lines, each line to consist of a variable number of wires and cables, and each such line with all necessary or desirable appurtenances at or near the location, and along the general course now staked out by Grantee, over, across, and upon the following described lands located in \_\_\_\_\_ County, to wit:

**Legal Description:** Said real property being located in Survey \_\_\_\_\_, Abstract \_\_\_\_\_, Section \_\_\_\_\_, Original Grantee \_\_\_\_\_, Block \_\_\_\_\_, Subdivision \_\_\_\_\_, Unit \_\_\_\_\_, Lot \_\_\_\_\_, Tract \_\_\_\_\_, and being more particularly described in instrument recorded in Volume \_\_\_\_\_, Page \_\_\_\_\_, Real Property Records of \_\_\_\_\_ County, Texas.

Description of easements, including GPS coordinates (For RGEC Use Only): (See attached “EXHIBIT A”)

Together with the right of ingress and egress over Grantor's existing roads or trails, to or from said right-of-way, for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, replacing, and removing said lines and appurtenances; where roads or trails do not exist, but access is necessary, the Grantee shall seek permission from Grantor for access, such permission shall not be unreasonably withheld; the right to relocate and replace said lines within said right-of-way; the right to cut, trim or remove any trees and parts thereof, or other obstructions, which endanger or may interfere with the efficiency of said lines or their appurtenances; and the right of exercising all other rights hereby granted, and Grantor expressly covenants and agrees for Grantor, Grantor's heirs, successors and assigns, that no building or other obstruction of any kind will be placed on said easement and right-of-way herein granted so long as this easement remains in effect.

**THIS** easement shall run with the land and bind the parties, their successors and assigns, or successors in interest until the use of said easement and right-of-way shall be abandoned.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signature(s) \_\_\_\_\_

Print Name(s) \_\_\_\_\_

THE STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_\_

by Grantor \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

(Signature of Notary Public)

My commission expires: \_\_\_\_\_

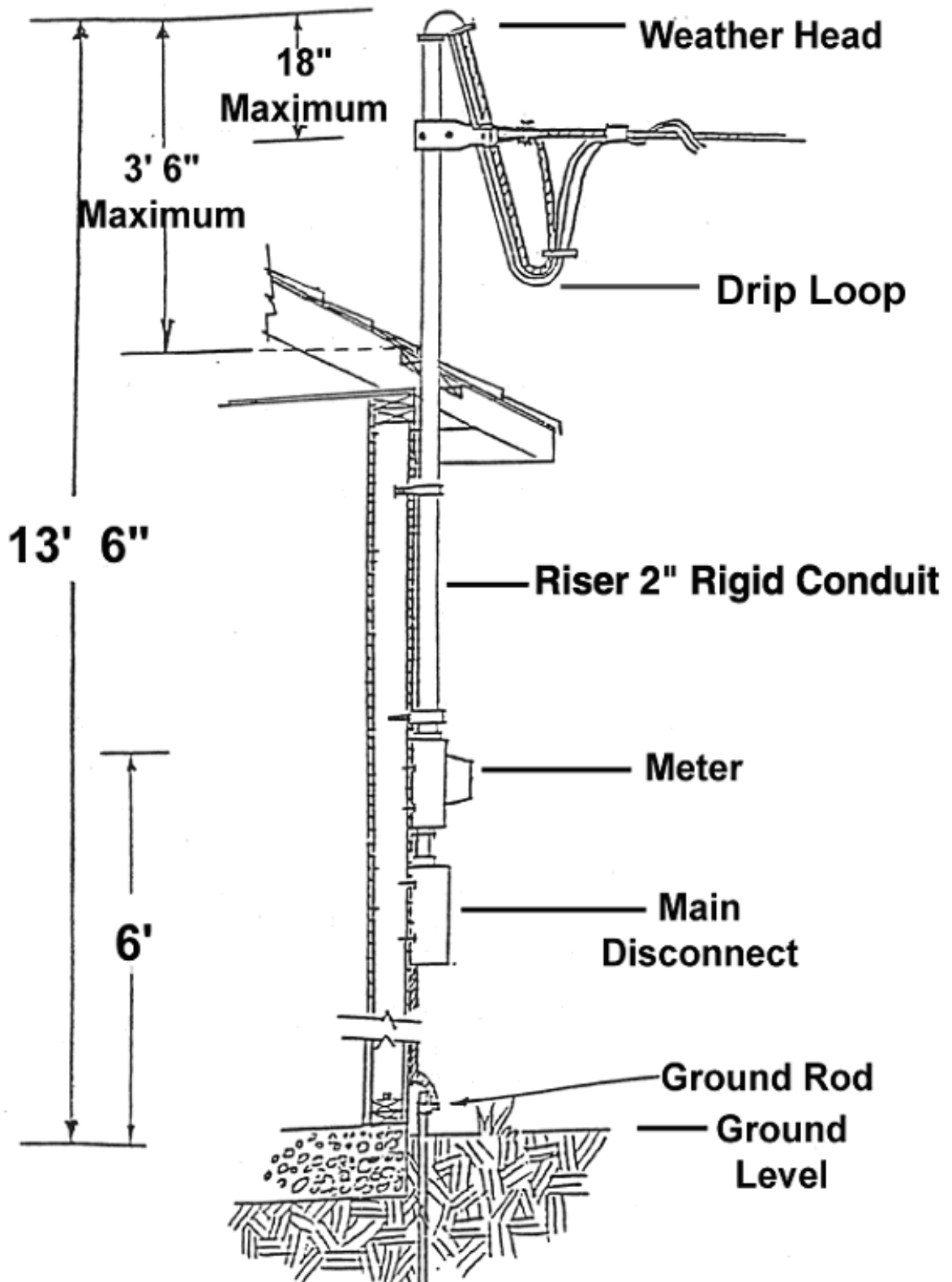
WO# \_\_\_\_\_

## **METER LOOP SPECIFICATIONS HOUSE OR STRUCTURE MOUNTED**

1. Construction and installation of meter loop is consumer's responsibility.
2. Weather head shall be no less than 13 ½ feet above ground level.
3. Position of meter loop and weather head on building shall be as per applicable drawing attached hereto.
4. Conductor (wire) shall extend out of weather head 18 inches. Neutral wire shall be marked.
5. Top of meter base shall be 6 feet above ground level.
6. Meter loop mast shall be rigid conduit or steel pipe as per applicable drawing attached hereto.
7. Conductor (wire) size will be in accordance with service load. Minimum size shall be number 6 copper. Aluminum wire is not acceptable in meter loop.
8. Any meter loop delivering power out the bottom of the main disconnect switch to underground service or utility outlet shall have a covered neutral at top of pole and connected to the center lug on the meter base.
9. Consumer/ Member will provide a driven ground rod at meter loop location. Ground rod shall not extend over three inches above ground level.
10. Consumer/Member shall connect grounding lug of meter base to the driven ground rod with number 6 copper wire.
11. Center lug of meter base shall be connected to the neutral bar of the main disconnect switch with a minimum number 6 copper conductor.
12. Main disconnect switch box or breaker panel shall be rain tight. (weather proof)
13. Meter loop must conform to applicable National Electrical Safety Code Requirements and National Electric Code.
14. Meter loop must be on site at time of construction; if not a trip fee of \$40.00 will be assessed to connect meter loop. If meter loop does not meet specifications contained herein and a return trip is necessary, member will be assessed a \$40.00 fee.

*Please see diagram on following page.*

**Rio Grande Electric Cooperative, Inc.  
METER LOOP SPECIFICATIONS**



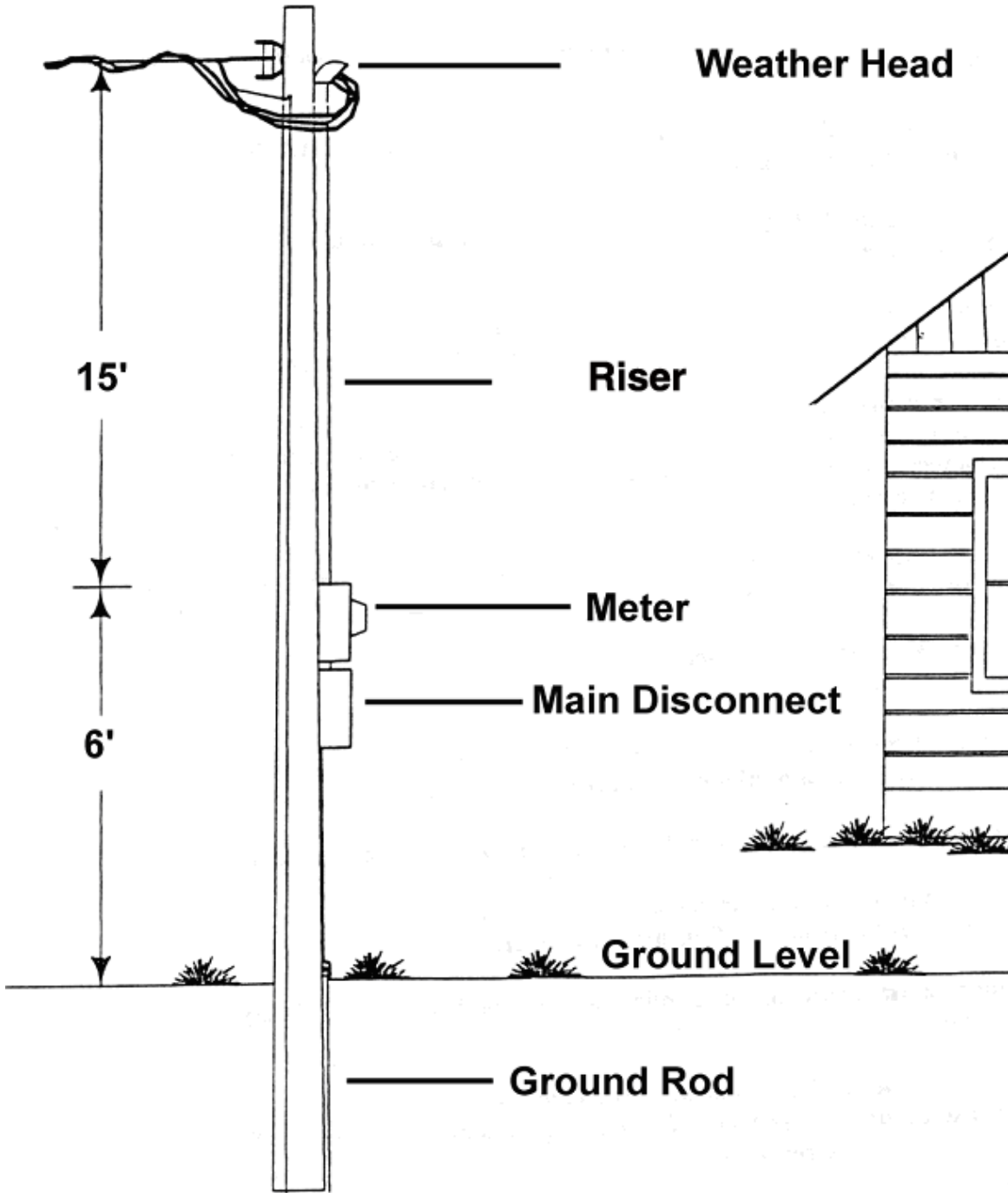
## POLE MOUNTED METER LOOP SPECIFICATIONS

1. Construction and installation of meter loop is consumer's responsibility.
2. Length of meter loop riser from top of meter base to weather head shall be 15 feet.
3. Wire shall be extended out of weather head 18 inches. Neutral wire shall be marked.
4. Top of meter base shall be 6 feet above ground level. Meter base will be provided by the Cooperative.
5. Meter loop riser shall be metal conduit or steel pipe, minimum 1 ¼ inch.
6. Conductor (wire) sizes will be in accordance with service load. Minimum size shall be number 6 copper. Aluminum wire is not acceptable in meter loop.
7. Any meter loop delivering power overhead shall have a separate conduit from the breaker box for the load side conductor.
8. Consumer/Member will provide a driven ground rod at meter loop location. Ground rod shall not extend above ground level.
9. Consumer/Member shall connect grounding lug of meter base to pole ground with number 6 copper conductor (wire).
10. Center lug of meter base shall be connected to the neutral bar of the main disconnect switch with a minimum number 6 copper conductor.
11. Main disconnect switch box or breaker panel shall be rain tight. (weather-proof)
12. Meter loop must be secured to meter pole with no less than three (3) clamps. Clamps, nails/screws to be furnished by Consumer/Member.
13. Meter loop must conform to applicable National Electrical Safety Code Requirements and National Electric Code.
14. Meter loop must be on site at time of construction; if not, a trip fee of \$40.00 will be assessed to connect meter loop. If meter loop does not meet specifications contained herein and a return trip is necessary, Member will be assessed a \$40.00 fee.

*Please see diagram on following page.*



**POLE MOUNTED METER LOOP SPECIFICATIONS**



**\* Pole Furnished By RGEN**

# IMPORTANT:

## Insert "Certificate of Compliance" Letter from City or County.

Texas Local Government Code (Section 232.029, 232.077, and 212.012) requires that members connecting a new electric utility service in a county that is within 50 miles of Mexico, or in a county that is considered “Economically Distressed,” provide the electric utility with a certificate of compliance with the respective county’s platting service. This requirement may necessitate obtaining certificates of compliance from both the respective county and city, if the new service sought is located in an incorporated city’s extraterritorial jurisdiction (ETJ).

**These requirements do not serve Rio Grande Electric Cooperative, Inc.’s (RGEC’s) needs, and are not initiated by RGEC: however, we are required to comply with them.**

Certificates of compliance must be obtained from the respective County Planning Department or the County Commissioner’s Court, or in the case of an incorporated city, the City Planning Department or City Council.

**The responsibility for obtaining the required certificates of compliance is the individual member’s.**

Sincerely,

Rogelio “Roger” Andrade  
General Manager/CEO

**For RGEC Office Use Only:**

Name of Membership: \_\_\_\_\_

Work Order #: \_\_\_\_\_ Map #: \_\_\_\_\_

Service Order#: \_\_\_\_\_ SL #: \_\_\_\_\_

**Rate Class Requested:**

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Residential                              | <input type="checkbox"/> Gen. Svc. 3 Phase        | <input type="checkbox"/> Large Power up to 2999 KW         |
| <input type="checkbox"/> Seasonal                                 | <input type="checkbox"/> Irrigation _____ hp      | <input type="checkbox"/> Large Power over 3000 KW          |
| <input type="checkbox"/> Temporary ( <i>less than 12 months</i> ) | <input type="checkbox"/> Oil Well Pumping         | <input type="checkbox"/> Lighting ( <i>175, 250, 400</i> ) |
| <input type="checkbox"/> Gen. Svc. 1 Phase                        | <input type="checkbox"/> Large Power up to 999 KW | <input type="checkbox"/> Other: _____                      |

Frequency: 60 Cycle/Sec. Delivery Voltage: \_\_\_\_\_

Phase:  Single  Primary  480 Volts  
 Three  120/240  Other (Specify) \_\_\_\_\_

Maximum Electrical Load: Amps? \_\_\_\_\_

Other: \_\_\_\_\_

=====

**Fees:**

Membership Fee \$ 5.00  
 Trip Fee \$ 40.00  
 Deposit \$ \_\_\_\_\_ (*Based on Credit Check through Online Utility Exchange.  
 [Tariff, 302.1, B&C]*) If waived, note why and attach to packet.

\_\_\_\_\_

**TOTAL FEES DUE** \$ \_\_\_\_\_ **Method**  Cash  Check  Credit Card

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**The above Application for Electric Service/Cooperative Membership is hereby accepted this \_\_\_\_\_**

**day of** \_\_\_\_\_ , \_\_\_\_\_ .  
(month) (year)

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_