

BETWEEN:

Member's Name(s) _____

of Member's Address _____
(the **Member**)

OF THE FIRST PART

-and-

WEST WETASKIWIN RURAL ELECTRIFICATION ASSOCIATION LIMITED
a corporation duly incorporated pursuant to the laws of the Province of Alberta
c/o Jean-Anne Sjolín, RR #1, Wetaskiwin, AB T9A 1W8
(the **Association**)

OF THE SECOND PART

1. LANDS

This section describes the lands or property that will be supplied with electrical service by or on behalf of the Association. Any and all other properties or lands that are registered in the name of the Member, and any and all other properties or lands that are owned or controlled by a corporation or other legal entity that itself is owned or controlled by the Member, for which the Association requires a Utility Right-of-Way for its electrical distribution operations or services (the "Additional Lands") are also subject to this Contract. Electrical service shall be provided to the lands legally described as follows, of which the Member is the registered owner:

Legal land description _____

The above described service location and Additional Lands will be collectively referred to as the "Lands" in this Contract.

2. INTERPRETATION

The capitalized words used in this Contract shall have the following meanings:

"UTILITY RIGHT-OF-WAY" means the right to access and a right on, over, or under the Lands for the purpose of carrying, laying, constructing, maintaining or using conduits, cables, wires, poles or transmission lines, in addition to installing, operating, inspecting, patrolling, removing, replacing, reconstructing, altering and repairing the Association's electrical distribution system and the extension to it. It also includes the rights of entry and exit to and from the Lands for all purposes referred to in this Contract.

"AEUB" means the Alberta Energy and Utilities Board.

"REA MASTER AGREEMENT" means the agreement and its renewal, replacement, as amended or substituted, made between the Association and, depending on the service area, ATCO Electric Ltd. or FortisAlberta Inc. as applicable and their successors or assigns.

3. THE REA MASTER AGREEMENT

This contract is subject to all the provisions of the REA Master Agreement, including those provisions that deal with requirements for the Member in the Association. The Member agrees to accept all of the provisions in the REA Master Agreement as though they were specifically set out in this Contract. The Association shall make a copy of the REA Master Agreement available to the Member when requested by the Member in writing.

4. TERMS AND CONDITIONS

This Contract is subject to all the provisions of the Terms and Conditions of Electric Service - Members and Terms and Conditions for Distribution Access - Retailers as approved by the Board of Directors of the Association and filed for information with the AEUB.

5. CHARGE AGAINST THE LANDS

As security for any and all of the Member's obligations, liabilities and/or any indebtedness or other amounts of any nature or kind whatsoever (including without limitation interest and costs on a solicitor and own client full indemnity basis) which are or may become due and owing to the Association, the Member hereby grants the Association a

mortgage or charge against the Lands, including without limitation the Additional Lands, (the "Charge on Lands").

The Member acknowledges that the obligations and liabilities of the Member under this Contract run with the Lands and that the Association at its option shall be entitled to register a Caveat, lien or other registration against the title to any of the Lands registering this Charge on Lands in favour of the Association. The Member agrees to take no steps to have such Caveat removed from the title to the Lands or challenge the validity and enforceability of this Charge on Lands. The Member hereby confirms and agrees that this Charge on Lands in favour of the Association shall be valid and enforceable whether or not the Utility Right-of-Way is actually registered against the Lands by Caveat or other registration, and the Association's failure to register the Utility Right -of-Way against the title to the Lands, or any portion of them, shall not defeat, affect, impact or negate the Charge on Lands in favour of the Association.

6. UTILITY RIGHT-OF-WAY

(1) **Utility Right-of-Way:** The Member grants to the Association, its employees, contractors, and agents, a Utility Right-of-Way over, on and in respect of the Lands. The Utility Right-of-Way extends to any continuation of or branch from any extension to the electrical distribution system as the Association may require enabling it to serve its other Members. Where the Association reasonably considers it necessary by reason of the nature of the condition of the Lands or the circumstances then existing, the Association shall have the right to go on or across all or any part of the Lands for the purpose of gaining access to the electric distribution system.

(2) **Duration of the Utility Right-of-Way:** The Utility Right-of-Way granted continues in full force and effect for so long as the Association, its successors and assigns, continue to maintain and operate its electrical distribution facilities located on the Lands. The Utility Right-of-Way shall continue even if any of the following events happen:

- (i) the Member or the Association no longer uses the service;
- (ii) the Association stops providing some or all of its service to the Member, any subsequent owner, lessee or occupier of the Lands; or
- (iii) this Contract is terminated.

7. VEGETATION MANAGEMENT

(1) **Rights and Obligations of the Association and Member:** The Utility Right-of-Way gives the Association the right to carry out vegetation management programs, including the removal of trees and brush. The Association is responsible for all vegetation management on all the high voltage lines up to and including the transformer pole. The Member is responsible for all vegetation management on secondary lines that are low voltage.

(2) **Member Restrictions:** The member also agrees not to plant any trees or shrubs which may encroach on the right-of- way granted by the Utility Right-of-Way. The Member further agrees not to place or secure any obstructions on or about any Association power poles, including but not limited to signs and birdhouses. If such trees or obstructions referenced herein require removal, the Association shall have the right to remove them at the Member's expense.

(3) **Minimum Clearance:** The Utility Right-of-Way requires the following minimum clearances:

- (a) Single phase: 6 meters on either side of the line (12 meters in the aggregate); and
- (b) Three phase: 7 meters on either side of the line (14 meters in the aggregate).

(4) **Member's Vegetation Management Election:** The **West Wetaskiwin REA** member will place a check mark and their initials beside the option they wish to have employed at their location. The chosen work will then be carried out by the Brushing/Vegetation Control crew as hired by **West Wetaskiwin REA** or its representatives:

_____ **OPTION 1: CLEAR CUT** – The R.E.A. will remove all the vegetation (trees or brush of other sorts) and then the Right of Way (ROW) will be controlled by spraying at no cost to the member. Please note the ROW is six meters on either side of the existing line and six meters on either side of the line on new construction sites.

_____ **OPTION 2:** If members give permission to remove the brush, but do not want to use spray to control re growth the member must control all vegetation to a height of no more than two meters from the ground. If the member fails to meet this standard the R.E.A. will then clear cut the area and bill the member for all costs incurred.

_____ **OPTION 3: TRIMMING** – If member requests trees on their site to be trimmed all costs incurred will be paid by the requesting member.

If no option is chosen above, the member's choice will automatically default to option 1.

8. TERM

This Contract will continue in effect, unless either the Member or the Association gives the other party at least thirty (30) days written notice requesting that this contract be terminated, provided that all Regulated Rate Option obligations, if applicable, have been fulfilled.

9. VERBAL AGREEMENTS

No promises, agreements or representations of any agent or employee of the Association shall be binding unless this contract is amended in writing and agreed upon by both parties to the Contract.

10. TRANSFER OF CONTRACT

This contract is not transferable or assignable by Member.

11. ASSOCIATION'S AGENTS

The Association is entitled to assign any part of this Contract. The Association is also entitled to appoint, employ or engage any Person to do any act or thing which the Association is required or entitled to do under this Contract. Such Person, may act in such Person's own name or in the name of the Association.

12. TITLE

The Association remains the owner of all facilities necessary to provide service to the Member. Any contribution made by the Member does not entitle the Member to any ownership of such facilities.

13. INDEMNIFICATION

The word "indemnify" is a legal term which means to protect from and compensate for any claims, damages, losses, expenses, penalties, liabilities and alike. The Member agrees to indemnify and shall save harmless the Association, its employees, representatives and agents, from any claims, demands, losses, damages, costs and expenses whatsoever, including legal fees on a solicitor and own client full indemnity basis, which the Association may suffer or incur arising out of or in connection with any injury to person(s) or damage to property related to the use of the electrical services provided or electrical equipment being located on the Lands. In the event the Association is required to take remedial steps to maintain, repair, replace or restore any electrical services or equipment to the Lands due to any damage, destruction or injury, whether caused or contributed to by the Member or not, the Association may take such steps as reasonably necessary to restore, repair or replace such electrical services or equipment, and the Member agrees to indemnify, repay and save harmless the Association from any and all costs or expenses of such remediation, repair or replacement. The Member shall repay the applicable amounts incurred by the Association in accordance with this section upon demand. This indemnification obligation applies so long as injury or damage was not caused by willful misconduct or negligence of the Association or its employees and agents.

14. DISCONTINUANCE OF SERVICE

The Association shall have the right to discontinue or refuse the supply of electricity to the Member upon written notice to the Member, for any of the following reasons:

- (i) lack of supply of electricity;
- (ii) for repairs;
- (iii) for defective wiring conditions which, in the opinion of the Association, are dangerous to life or property;
- (iv) on account of or to prevent fraud or abuse or the resale or supply to others of electricity;
- (v) for non-payment of any amounts due and owing under this Contract; and
- (vi) for any breach by the Member of any provision of this Contract.

The discontinuance of supply of electricity by the Association aforesaid shall in no way affect the rights of the Association under this Contract and shall not prejudice any rights and remedies the Association may have hereunder.

15. AUTHORITY

The Association is subject to the authority of the AEUB or its successor. The provision of electrical energy under this Contract shall do in compliance with any directives the AEUB may issue from time to time.

16. LIABILITY

If the Member is made up of two or more parties, all obligations and liabilities of the Member arising from this Contract will apply to each party jointly and severally.

17. BINDING EFFECT

This Contract will only become binding and enforceable once it has been accepted by the Association. The Association is entitled to refuse any application for electric service. Any funds received with an application that is

refused will be returned.

18. NOTICE

Notice required under this Agreement shall be deemed to have been properly given by mailing the same by registered mail to the Member at the address listed above and shall be conclusively deemed to be received by the Member seven (7) days after postmarked.

19. TIME AND BENEFIT

Time shall be of the essence in this Contract. This means that the provisions of this Contract will be performed by the parties as soon as reasonably possible in the circumstances.

20. SURVIVAL

The Member and the Association agree that their respective obligations, agreements, covenants, representations and warranties pursuant to this Contract shall survive and shall not merge upon execution of this Agreement, provision of services by the Association on the Lands, nor on assignment of this Contract by either party.

21. ENUREMENT

This Contract shall be binding on and enforceable by the parties as well as their respective heirs, executors, administrators, successors and assigns. The Member shall cause every assignee or successor of the Member to agree in writing to be bound by all obligations of the Member hereunder. Prior to a conveyance or assignment of its interest in the Lands, the Member shall provide the Association with written notice of the identity of the successor or assignee and the address at which notices may be given pursuant to the conveyance or assignment.

IN WITNESS WHEREOF the Member has executed this Contract this ____ day of _____, 20__.

Witness X
(Member's Signature)

Witness X
(Member's Signature)

Witness X
(Member's Signature)

This Contract executed by the Association this ____ day of _____, 20__.

WEST WETASKIWIN Rural Electrification
Association Ltd.

Per: _____
Dean Knull

Per: _____
Jean-Anne Sjolin

Revised April 2025

FOR OFFICE USE ONLY

TYPE OF CONTRACT:

ORIGINAL _____ OR REPLACEMENT _____

If this is a replacement contract, who is being replaced? _____

CONTRACT # WW 000