

Site ID:

ELECTRIC SERVICE CONTRACT
(Referred to as the "Contract")

Ver: 09-22-2011

1. PARTIES

This section identifies the parties to this Contract:

(a) _____, the person(s) applying for electrical service whose signature(s) appear(s) at the end of this Contract and whose mailing address is _____, Alberta _____ otherwise identified as Municipal address _____ is/are the **Consumer**. For the purposes of this Contract the Consumer is/are the registered Lands owner(s).

(b) **Fenn Rural Electrification Association Limited**, whose address is PO BOX 31 Fenn, Alberta, T0J 1K0, is the corporation with whom the **Consumer** enters into this Contract with and is herein referred to as the "**Association**".

2. LANDS

This section describes the property that will be supplied with electrical service. Other property owned or controlled by the Consumer(s), where the Association requires a utility right-of-way for its electrical distribution system is also subject to this Contract. Electrical service shall be provided to the following location:

Quarter _____ Section _____ Township _____ Range _____ West of the _____ Meridian

The service location and other property above will be referred to as the "Lands". The Consumer charges the Lands, set above, for any debt, interest and costs that may become owing by the Consumer to the Association pursuant to this Contract and the said Lands are hereby secured to the extent of that debt.

3. CAPITAL CONTRIBUTION

The Consumer shall pay to the Association, prior to the construction of any electric service, the estimated cost of the facilities necessary to provide such service to the Consumer and any Association assessments imposed on a new Consumer for capital reserves or other charges such as cost sharing contributions between existing Consumer and other users of the electric distribution system.

4. INTERPRETATION

In this Contract, the following words and phrases shall have the following meanings:

"**UTILITY RIGHTS-OF-WAY**" (UROW) means; the right to access and a right on, over or under the Lands for the purpose of carrying, laying, constructing, replacing, reconstructing, altering, upgrading, maintaining and repairing the Association's electrical distribution system and any 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. The Parties hereby agree that where a new extension or addition to the Association's electric distribution system is required on other properties owned by the Consumer, the Association shall notify the Consumer and require the execution of a new UROW Agreement on the effected Lands. The Consumer hereby agrees that the Consumer(s) will not refuse or hinder the construction of any new extension or addition, nor will the Consumer unreasonably withhold the signing of such agreement.

"**AUC**" means the Alberta Utilities Commission.

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

5. 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 Consumer membership in the Association. The Consumer 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 Consumer when requested by the Consumer in writing.

6. DISTRIBUTION TARIFF TERMS AND CONDITIONS

This Contract is subject to all the provisions of the Association's Distribution Tariff Terms and Conditions as approved by the Board of Directors of the Association and filed for information with the AUC. Copies of the Terms and Conditions can be obtained from the Association, the Association's wires services provider or the AUC.

7. UTILITY RIGHTS-OF-WAY (UROW)

1) Utility Rights-Of-Way:

The Consumer grants to the Association, its employees, contractors or agents a UROW of up to 15 meters wide (up to 7.5 meters on either side of the facilities). The UROW extends to any continuation of or branch from any extension to the Association's electrical distribution system, as the Association may require, enabling it to serve other Consumer(s). Where the Association reasonably considers it necessary due to the condition or the circumstances then existing, the Association shall have the right to go on or across all or any part of the Lands for gaining reasonable access to the electric distribution system. The Consumer (registered landowner) and the Association mutually covenant and agree with each other, that the "UROW" granted shall not be assigned to other entities or persons, other than those described under the Rural Utilities Act Chapter R-21 and its regulations.

2) Duration of the Utility Rights-Of-Way:

The UROW granted continues in full force and effect for so long as the Association, its successors and assigns, continues to maintain and operate the electrical distribution facilities located on the Lands. The UROW shall continue even if any of the following events happen:

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

3) Vegetation Management:

The UROW grant gives the Association the right to carry out Vegetation Management programs within it, including the complete removal of trees, brush or shrubs that interfere or hinder the safe and cost effective operation of the Association's electric distribution system. The Association will carryout all Vegetation Management on the electric distribution system UROW including up to the Consumer transformer location. The Consumer is responsible for Vegetation Management on all secondary low voltage lines. The Consumer agrees not to plant any trees, bush or shrubs on this UROW without the concurrence of the Association. **If such trees, brush or shrubs are planted, the Association shall have the right to remove them at the Consumer's expense.**

8. **TERM AND TERMINATION**

This Contract will continue in effect, unless either the Consumer or the Association gives the other party at least thirty (30) days written notice requesting this contract be terminated, provided that all Regulated Rate Option obligations, if applicable, have been fulfilled. The Association shall have the right to refuse or to discontinue provision of electrical service to the Consumer, either temporarily or permanently, or at its option, to terminate this contract if the Consumer fail(s) to fulfill their obligations under the Association's Distribution Tariff Terms and Conditions.

9. **VERBAL AGREEMENTS**

No promises, agreements or representations of any agent, contractor 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**

The contract is not transferable or assignable by the Consumer.

11. **ASSOCIATION'S AGENT**

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 his or her own name or in the name of the Association.

12. **TITLE**

The Association remains the owner of all facilities necessary to provide electric service to the Consumer. Any contribution or payment made by the Consumer(s) does not entitle the Consumer to any ownership of facilities.

13. **INDEMNIFICATION**

The word "indemnity" is a legal term, which means to protect from and compensate for any losses from penalties or liabilities. The Consumer agrees to indemnify the Association; its employees, agents and contractors, from any claim or for injury to person(s) or damage to property related to the use of the electrical service provided. This indemnification applies so long as injury or damage was not caused by willful misconduct or negligence of the Association or its employees, agents and contractors.

14. **AUTHORITY**

The Association is subject to the authority of the AUC or its successor. Electrical service under this Contract shall be provided in compliance with any directives the AUC may issue from time to time.

15. **LIABILITY**

If the Consumer is made up of two or more parties, all obligations and liabilities of the Consumer arising from this contract will apply to each party independently.

16. **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 to the Consumer.

17. **NOTICE**

Notice required under clause 8 shall be deemed to have been properly given by mailing the same to the other party at the address in 1 (a & b) above and shall be conclusively deemed to be received by the other party seven (7) days after postmarked.

18. **TIME AND BENEFIT**

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

19. **GENERAL**

This Contract shall be binding on and enforceable by the parties as well as their respective heirs, executors, administrators, successors and assigns unless prohibited by the Terms of this Agreement.

IN WITNESS WHEREOF the Consumer has executed this application this _____ day of _____, _____.

Witness

Consumer Signature

Witness

Consumer Signature

This application accepted by the Association this _____ day of _____, _____.

Fenn Rural Electrification Association Limited.

Per: _____

Per: _____

FOR ASSOCIATION OFFICE USE ONLY	
TYPE OF CONTRACT:	ORIGINAL <input type="checkbox"/>
	REPLACEMENT <input type="checkbox"/>
If this is a replacement contract, who is the Consumer(s) being replaced? _____	
Revised September 22, 2011 AE CPSC	

Site ID:

Registration of the Utility Right Of Way under the *Land Titles Act*

I/We _____ (hereinafter called "the Grantor") being the registered owner(s) of the parcel of lands legally described as:

Quarter _____ Section _____ Township _____ Range _____ West of the _____ Meridian as described in Certificate of Title # _____

do hereby grant unto the Fenn Rural Electrification Association Limited, whose address is PO BOX 31 Fenn, Alberta, T0J 1K0, Canada, a Utility Right-Of-Way which includes the right to access and a right on, over or under the Lands for the purpose of carrying, laying, constructing conduits, cables, wires, poles or transmission lines used for the Association's electrical distribution system, in addition to installing, operating, maintaining, inspecting, patrolling, removing, replacing, reconstructing, altering, upgrading and repairing that electrical distribution system and the extensions to it. It also includes the rights of entry and exit to and from the Lands for all purposes referred to in the Electric Service Contract.

IN WITNESS WHEREOF the Grantor has subscribed their name this _____ day of _____, 2_____.

Witness

(Consumer's Signature)

Witness

(Consumer's Signature)

AFFIDAVIT OF EXECUTION

CANADA)
PROVINCE OF ALBERTA)
TO WIT:)

I, _____, of _____, in the Province of Alberta, MAKE OATH AND SAY THAT:

1. I was personally present and did see _____ named in the within Instrument, who is (are) personally known to me to be the person(s) named therein, duly sign and execute the same for the purposes named therein.
2. The same was executed at _____, Alberta, and that I am the subscribing witness thereto.
3. I know the said _____ and he/she (each) is in my belief, of the full age of eighteen years.

SWORN BEFORE ME at _____,

in the Province of Alberta, this _____ day of _____, 2_____

Witness

A Commissioner for Oaths in and for the Province of Alberta