

STONY PLAIN REA LTD.
MEMBER OWNED – COMMUNITY POWERED

ELECTRIC SERVICE CONTRACT (referred to as the “Contract”)

1. PARTIES

This section identifies the parties to this Contract:

_____ (“the Member”), the registered owner or owners of the Service Location as defined below whose mailing address is:

_____, _____, **Alberta** _____

Stony Plain Rural Electrification Association Ltd. (“the Association”), whose mailing address is:

Box 2774 Stony Plain, Alberta T7Z 1Y3

2. SERVICE LOCATION

Electrical service shall be provided to the property legally described as follows:

___Section ___, Township ___, Range ___ West of the 5th Meridian

or if applicable **Lot** , **Block** , **Plan**

(“the Service Location”)

3. DEFINITIONS

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

“Distribution Tariff” means the distribution tariff approved by the board of directors of the Association pursuant to the *Electric Utilities Act*.

“Electrical Distribution System” means the existing plant, works, equipment systems and services and every extension thereof necessary to distribute electricity in a service area of the Association but does not include a generating unit or a transmission facility.

“Lands” shall mean the Service Location and other lands owned by the Member within the service area or the Association.

“Utility Right-of-Way” means the right to place onto and have a part or parts of the Electrical Distribution System on the Lands and the right to come onto the Lands for the purpose of constructing, operating, inspecting, maintaining and reclaiming all or any part of the Electrical Distribution System.

4. OTHER AGREEMENTS & LEGISLATION

The Contract is subject to all the provisions of any agreement entered into between the Association and any third party and any provisions of the legislation of Alberta.

5. CAPITAL CONTRIBUTION

The Member shall pay all costs related to the construction of that portion of the Electrical Distribution System specifically necessary to provide electrical service to the Service Location and any assessment levied by the Association on new Members as applicable. The Member acknowledges and agrees that the parts of the Electrical Distribution System that are on their Lands are and will remain the property of the Association and be part of the Electrical Distribution System.

6. DISTRIBUTION TARIFF

This Contract is subject to all the provisions of the Distribution Tariff. The undersigned Member agrees to pay all amounts charged to the Member pursuant to the Distribution Tariff.

7. CHARGE AGAINST THE LANDS

The Member hereby grants the Association a charge against the Lands for any debt owing to the Association plus interest and costs, including solicitor and own client costs.

8. UTILITY RIGHT-OF-WAY

The Member grants to the Association, its employees, contractors and agents a Utility Right-of-Way over or under the Lands for so long as the Association has the Electrical Distribution System on the Lands. The Member will permit the Association to do all things reasonably required to facilitate the construction, operation and maintenance (including vegetation management) or reclamation of the Electrical Distribution System after reasonable consultation with the Member. The Member will not deny access by the Association, its employees, contractors or agents to the Lands for that purpose.

9. VEGETATION MANAGEMENT

Subject to their bylaws, the Association will carry out all vegetation management on the Electric Distribution System on the Lands other than for vegetation management on secondary low voltage lines (240 volts or less), which will be the responsibility of the Member. If trees, brush or shrubs are planted on the Lands which will or could, in the absolute discretion of the Association interfere with the safe and efficient operation of the Electric Distribution System, the Association shall have the right to remove them on notice to the Member and at the Member's expense.

For greater certainty, the Utility Right-of-Way gives the Association and its employees, contractors and agents the right to carry out vegetation management programs, including the removal of trees and brush, or shrubs that will interfere or hinder the safe and cost effective operation of the Electric Distribution System. The Association will carry out all vegetation management on the electric distribution system (high voltage lines) up to and including the transformer pole. The Member is responsible for all vegetation management on secondary low voltage lines. The member also agrees not to plant any trees or shrubs on this Utility Right-Of-Way without the concurrence of the Association. If such trees, brush, shrubs are planted the Association shall have the right to remove them at the Members expense.

10. TERM AND TERMINATION

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 this Contract be terminated. The Association shall have the right to refuse or to discontinue provision of electrical service to the Member, either temporarily or permanently, or at its option, to terminate this contract if the Member fail(s) to fulfill any of their obligations under the Contract.

11. AMENDMENTS

No amendments to the Contract shall be binding unless agreed in writing by the Association and the Member.

12. TRANSFER OF CONTRACT

This Contract is not transferable or assignable by the Member. The Association is entitled to assign all or 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.

13. INDEMNIFICATION

The word "indemnity" is a legal term which means to protect from and compensate for any losses from penalties or liabilities. The Member agrees to indemnify the Association, its employees and agents and contractors from any claim or for injury to person(s) or damage to property related to the provision or use of the electrical service under this Contract.

14. LIABILITY

All obligations and liabilities of the Member under this Contract will apply jointly and severally to each registered owner of the Lands.

15. 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.

16. REA BY-LAWS

The By-laws, including Supplemental By-laws of the Association as approved and amended by the Association and the Rural Utilities Division from time to time, shall apply to this Contract and are available to the Member upon request.

17. NOTICE

Any notice required under this Contract shall be deemed to have been properly given by mailing the same to the other party at the mailing address above noted and shall be conclusively deemed to be received by the other party seven (7) days after postmarked.

18. TIME AND BENEFIT

The obligations of the parties under the Contract will be performed by the parties as soon as reasonably possible in the circumstances.

19. INTEREST IN THE LANDS

This Contract shall be binding on and enforceable by the parties as well as their respective heirs, executors, administrators, successors and assigns. The Member acknowledges that the obligations of the Member under this Contract run with the Lands and that the Association at its option shall be entitled to register a caveat against the Certificate of Title to the Lands registering the existence of this Contract. The Member agrees to take no steps to have the caveat removed from the Certificate of Title to the Lands

20. MEMBERSHIP

By signing this contract I/We agree to becoming a member of the Rural Electrification Association Ltd.

21. AUTHORITY

The undersigned confirm by their signature or signatures below that they have the authority to sign this Contract on behalf of any and all registered owners of the Lands and bind them to its terms and obligations.

IN WITNESS WHEREOF the Member has executed this application this ___ day _____ 2017.

Witness

Member's Signature

Witness

Member's Signature

This application accepted by the Association this ___ day of _____, 2017

Stony Plain Rural Electrification Association Ltd.

Per: _____

Per: _____

MEMBERSHIP LISTING

Rural Utilities Act Section 10 – Unless the by-laws of the Association provide otherwise, a member may advise the Association in writing that the person’s name is not to be included in a copy of a membership register provided under this section, and in that case the Association shall not include the name and shall include on the copy that is provided a statement that it is incomplete.

Membership Register: I hereby advise that my name is not to be included in any membership register copy provided to any other person or entity:

Witness

Member’s Signature

Witness

Member’s Signature

| | | | |
|---|--------------------------|-----------|---------------------------|
| <u>FOR OFFICE USE ONLY</u> | | | |
| TYPE OF CONTRACT: | | | |
| <u>ORIGINAL</u> | <input type="checkbox"/> | OR | <u>REPLACEMENT</u> |
| | <input type="checkbox"/> | | <input type="checkbox"/> |
| If this is a replacement contract, who is being replaced? | | | |

Contract Number _____

GENERAL INFORMATION MEMBERSHIP VOTING

Rural Utilities Act 12(4) at meetings of an Association, a member has one vote regardless of the number of utility service contracts held by the member. If spouses or others jointly hold two or more service contracts, each could vote on a service contract but only a total of two votes would be allowed in respect of multi joint contracts. Where the contract is held by a corporation, a duly authorized representative of the corporation could vote (RUA Sec. 12, SB 7, 17).

Rural Utilities Act, RURAL UTILITIES REGULATION, SCHEDULE 3 STANDARD BY-LAWS Section 17(3): Subject to subsection (1), two or more persons who own or have an interest in land, jointly or in common, may jointly become a member, and in that case

- (a) The rights of a member to receive notices, to attend meetings of the Association, and to be a director is vested in only one of those persons; and
- (b) Those persons must, in accordance with subsection (6), furnish the Association with a designation of one of themselves as the person who is to have those rights of membership.

UTILITY RIGHT OF WAY TO BE REGISTERED

I/We _____, (hereinafter called “the Grantor”) being the registered owner(s) of the parcel of land legally described as: **(Insert below the full legal description as described in the Certificate of Title)**

Do hereby grant unto the Stony Plain Rural Electrification Association whose address is Box 2774 Stony Plain, Alberta, 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, 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 the Electric Service Contract.

IN WITNESS WHEREOF the Grantor has subscribed their name this ____ day of _____, **2017**.

Witness

Consumer’s Signature

Witness

Consumer’sSignature