



**WILD ROSE**

**SAFE AND RELIABLE POWER**

# **Terms and Conditions of Electric Distribution Service**

## **1. ABOUT US**

Wild Rose REA Ltd. (WRREA) is located approximately 50 minutes northwest of the City of Edmonton. At WRREA we can trace our roots back to 1947 when our first service was built. Today WRREA is a fully operational Electrical Utility.

Currently our Member / Customer base exceeds 2700 Member / Customers and our Electrical Distribution System is spread across 5 counties.

More information on WRREA and its operations can be found on WRREA's website at <http://www.wildroserea.com>

## **2. INTRODUCTION**

This information set out within this document is part of the Terms and Conditions of Electrical Distribution Service, that is approved by the WRREA Board of Directors for providing Electrical Distribution services to the WRREA Member / Customer.

These Board approved terms and conditions describe the responsibilities of the Member / Customer and the WRREA.

It is important that all applicable parties read and understand this information prior to taking possession of a property. All historical terms and conditions, services and or electrical service contracts are grandfathered into this agreement. Those who make arrangements for electrical service at a property within WRREA's service area, with a WRREA electrical distribution facility, automatically become Member / Customers of the Association and are bound by the Association's Terms and Conditions, as long as they are the registered owners of the land, pursuant to Alberta Land Titles.

As a Member / Customer of WRREA, you agree to abide by these Terms and Conditions of Electric Distribution Service, as amended from time to time.

These Terms and Conditions are subject to all applicable legislation and WRREA by-laws and policies. WRREA will provide all standard services according to its Distribution Tariff. All additional services, including payment for these services, are set out in Schedule A: Service Fees. A copy of the current Terms and Conditions on our website: [www.wildroserea.com/terms and conditions](http://www.wildroserea.com/terms%20and%20conditions)

Questions or concerns regarding the WRREA's Terms and Conditions should be directed to the WRREA office, 780-349-3655 or [billing@wildroserea.com](mailto:billing@wildroserea.com)



# **WILD ROSE**

**SAFE AND RELIABLE POWER**

### **3. BECOMING A MEMBER OF WRREA**

You become a Member of the WRREA when you make arrangements with us for electric distribution service, either for installation of a new service or when moving into a property WRREA currently serves.

- When a Member is connected for the first time at a service location, whether it is a new or existing service location, the Member will pay a Membership fee as defined in Schedule A.
- By receiving service from WRREA, you agree to be bound by these Terms and Conditions and it is your agreement with WRREA for the delivery, acceptance, and payment for electric service under our Distribution Rates (Schedule A), Service Fees (Schedule B) for Members and these Terms and Conditions.
- WRREA is and remains the owner of all facilities necessary to provide distribution services to its Members. Payment by you for the installation of these facilities or use of an existing service does not entitle you to any individual ownership of these facilities.
- If more than one person owns the property, these Terms and Conditions will apply to each property owner (registered with land titles) individually, as well as to all of you jointly.
- WRREA may be unable or unwilling to commence or continue to provide you with distribution service, specifically if you do not have the proper permits in place or other requirements have not been met, or upon breach of WRREA's Code of Conduct Policy.

#### **3.1 BECOMING A CUSTOMER OF WRREA**

You become a Customer of WRREA when you fail to make arrangements with us for electric distribution service when moving into or taking possession of a property WRREA currently serves.

- By receiving service from WRREA, you agree to be bound by these Terms and Conditions and it is your agreement with WRREA for the delivery, acceptance, and payment for electric service under our Distribution Rates (Schedule A), Service Fees (Schedule B) for Customers and these Terms and Conditions.
- WRREA is and remains the owner of all facilities necessary to provide distribution services to its members. Payment by you for the installation of these facilities or use of an existing service does not entitle you to any individual ownership of these facilities.



# **WILD ROSE**

**SAFE AND RELIABLE POWER**

- If more than one person owns the property, these Terms and Conditions will apply to each property owner (registered with land titles) individually, as well as to all of you jointly.
- WRREA may be unable or unwilling to commence or continue to provide you with distribution service, specifically if you do not have the proper permits in place or other requirements have not been met, or upon breach of WRREA's Code of Conduct Policy.

## **4. ACCOUNT INFORMATION**

WRREA will require information from you including, but not limited to, your service requirements, and some personal information. It is important to provide accurate information and to advise us immediately of any changes. Personal information provided by you may be used for a number of purposes, including:

- confirming your identity,
- administering your account which includes billing, sending you notices or contacting you,
- improving our Member / Customer service, including monitoring, and following up inquiries and complaints.

WRREA will protect your personal information and will fully comply with Alberta's Personal Information Protection Act. This means that WRREA will not disclose your personal information to anyone unless:

- you authorize us to do so; for example, by naming someone as an authorized person on the account (Permission to Access Account Form),
- it is required by a government agency or by law.

If your account with WRREA is in your name alone, we will not share any information about that account with anyone other than you unless you authorize us to do so. If you want to appoint an 'authorized person' to act on your behalf, you will be required to complete a 'Permission to Access Account Form' prior to WRREA releasing any information about you or your account.



# **WILD ROSE**

**SAFE AND RELIABLE POWER**

## **5. ACCESSING YOUR PROPERTY- UTILITY RIGHT OF WAY**

“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 these terms and conditions.

Utility Right-of-Way: The Member / Customer grants to the Association, its employees, contractors and agents a Utility Right-of-Way. 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 Member / Customers or consumers. Where the Association reasonably considers it necessary by reason of the nature of the condition of the lands or other circumstances, 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.

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 and its successors continues 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:

- The Member / Customer or the Association no longer uses the service;
- The Association stops providing some or all of its service to the Member / Customer, any subsequent owner, lessee or occupier of the Lands; or
- These terms and conditions are terminated.

## **6. VEGETATION MANAGEMENT**

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 / Customer is responsible for all vegetation management on secondary lines that are low voltage. The Member / Customer also agrees not to plant any trees or shrubs which may encroach on the right-of-way granted by this Utility Right-of-Way. If such trees are planted the Association shall have the right to remove them at the Member / Customer's expense.

The Member / Customer agrees that they shall not now or at any time in the future plant trees within close proximity of the electrical distribution system being erected on their property.



# WILD ROSE

## SAFE AND RELIABLE POWER

There must be a 20-foot side clearance from the future drip line of the tree to the power line. If trees are planted within the above stated area, the Member / Customer agrees to pay for all future costs associated with trimming or removal of the said trees.

## 7. BILLING & CHARGES ON LANDS

Billing for distribution services will be issued to you by directly by WRREA. WRREA may also invoice you directly for other services such as Member / Customer contributions, rate riders, or other services covered in these Terms and Conditions.

For additional services, each service will be charged separately.

- Payment is required in full by the due date on the bill.
- In the event, you have accrued overdue charges, any payments will be applied first to overdue charges and then to your current bill.
- Payments received by WRREA after the due date will have a late payment charge applied.
- If you think there are any discrepancies with your bill, please contact us immediately. Please note that in the event of any disputes, you are still required to pay the current bill.
- If any payment you make is dishonored by your bank, we will charge a service fee, pursuant to Schedule B, in addition to recovering all other amounts owed to us.

The Member / Customer charges the Lands for any debt, interest and costs that may become owing by the Member / Customer/Customer to the Association under these terms and conditions and the Lands are hereby secured to the extent of that debt.

Any notice, bill, or other communication we send to you will be either:

- delivered to your service site,
- mailed to the last postal address you have provided to us,
- sent to the latest fax number you have given us, or
- emailed to you at the latest email address you supplied to us.
- Or in the alternative, emailed to your legal representative

We are entitled to assume that our notices or bills have been received by you:



# WILD ROSE

**SAFE AND RELIABLE POWER**

- on the day of delivery if delivered to your service site,
- three days after being posted to you, or on the day of transmission if we email you or your legal representative.

## 8. EQUIPMENT/ FACILITIES

All equipment up to and including the transformer pole and meter on your property, from the main line distribution system is owned and maintained by WRREA.

We will arrange to have the meter on your property tested if you think that it is faulty, pursuant to rates in Schedule B. If the meter is not operating within accepted industry standards, and the fault was not caused by you, we will pay all costs of replacing or repairing the meter including testing.

Tampering with a meter is dangerous and is a criminal offence. You must take all reasonable steps to ensure no one tampers or interferes with your metering equipment, and you must tell us immediately if you become aware there may be a problem with your metering equipment; for example, if your bill is unusually low or the meter has stopped. You will be billed for the energy we estimate you would have used while your metering equipment was not reading correctly if:

- your metering equipment is tampered or interfered with or bypassed,
- you take advantage of metering equipment that is inaccurate or not operating correctly, or
- you cause, or allow someone else to cause, any other loss or damage to WRREA equipment.

Other charges may apply, such as costs or losses we incur in investigating the interference and in replacing or repairing any damage to the metering equipment. WRREA may also cease or restrict the supply of energy and take legal action against you.

It is your responsibility to protect WRREA equipment and facilities that are located on your property. You cannot install any structure that could interfere with the proper and safe operation of our facilities or that does not comply with legislation. You may not modify, change, or extend our facilities in any way.

You are also responsible for the maintenance, repair, replacement, enhancement, and safety of all your secondary facilities. You must ensure that your secondary facilities comply with the Canadian Electrical Code and with WRREA standards. You may not use the service if it causes interference with anyone else's service. At our request, you agree to take whatever action WRREA requires to correct the interference or disturbance; otherwise, WRREA is



# **WILD ROSE**

## **SAFE AND RELIABLE POWER**

entitled to disconnect your service.

The equipment used to deliver energy to you has a limited capacity. You need to inform us if you expect to substantially increase the amount of electricity you use so that we can determine if your current service is capable of meeting this increased load. Load tests can be scheduled upon request to determine existing load needs and future load requirements.

### **9. CHOSEN DISCONNECTION- IDLE SERVICE (REMOVAL OF METER)**

You need to provide us with five business days' notice if you want your service temporarily disconnected or idled. Upon receipt of the written request (completed "Idle Service Agreement") from you, WRREA shall temporarily disconnect any service being provided. Please note that irrespective of being Idle or active, you will continue to be responsible for payment of distribution services per the "Distribution Rate" schedule attached. Once the service is temporarily disconnected, you agree to pay a monthly idle service charge.

You can also request to have your service permanently disconnected, with the "Salvage of Service Agreement" wherein you will be quoted for the salvage of your service (complete removal). You will need to provide us access to your property so that we may remove our facilities and may also be required to sign a Utility Right of Way Agreement.

### **10. DISCONNECTION BY WRREA FOR NON-PAYMENT**

We may disconnect your service if you fail to pay your bill(s) by the due date. We may disconnect the service to the property to which the unpaid bill relates and other property to which we supply you with services. During the period of October 15 to April 15, or at any other time that the temperature is forecasted to be below 0 degrees Celsius, WRREA will not completely disconnect your service for non-payment but will instead install a load limiting device which limits the amount of electricity you can use.

The Association may require a Member / Customer to provide a security deposit prior to reconnection of facilities.

### **11. DISCONNECTION FOR OTHER REASONS**

Your service may be disconnected without notice for safety reasons or where we need to protect people or property. We may also disconnect your service if:

- There is reasonable evidence that you have tampered or damaged any of WRREA facilities,
- There is evidence of theft or other illegal activity,





# **WILD ROSE**

## **SAFE AND RELIABLE POWER**

- Any equipment at your property does not comply with the requirements of WRREA standards,
- You threaten, assault, or harass any of our staff, agents, or contractors,
- You have unpaid bills on accounts you hold with us at any other property, or
- You fail to meet any of these Terms and Conditions.

If your service is disconnected, you must still pay the full amount outstanding on your account, including any disconnection fees and other charges.

## **12. NEW SERVICES, RELOCATES & UPGRADES**

For new services or changes to your existing service, we will complete the design of your service requirements and our operations team will provide you with a quotation for construction. Your quote for construction will include:

- the cost to either build the line extension for you or modify your existing service,
- the cost to upgrade WRREA facilities if required

## **13. CONSTRUCTION PAYMENT**

Once you have decided to proceed with construction, you will need to come into the Office to sign all of the necessary documentation. Once the paperwork is completed and you have made payment, we will schedule a date for your construction. Construction typically occurs within four to twelve weeks from payment date.

If after the original scope of work is determined, you decide that the original plans do not best meet your needs, a new estimate will be provided given the new parameters. All WRREA New Service Quotes are valid for 30 days, after which they are subject to review.

## **14. CONTINUOUS SUPPLY & INTERRUPTION**

WRREA may not be able to provide a continuous and uninterrupted supply of energy to your property due to circumstances or events beyond our control. We are unable to give advance notice of sudden, unplanned interruptions but we will use our best efforts to notify you at least two days in advance of any planned interruptions. Some examples of planned interruptions include the facilitation of construction, the installation, maintenance, repair, replacement or inspection of any of WRREA facilities or activities to maintain the safety and reliability of the distribution system.



# **WILD ROSE**

## **SAFE AND RELIABLE POWER**

Where nature, acts of God, or other extraordinary forces (such as war or labour disputes), outside WRREA's control, prevent us from providing a continuous supply of energy, our responsibilities will be relieved and suspended during the duration of the circumstance(s).

WRREA will not be liable for any failure to perform its obligations under these Terms and Conditions. We will give you as much notice as reasonably possible in the event of such occurrences.

Following an interruption, we will resume the supply of your energy as soon as we reasonably can.

## **15. SERVICE CALLS**

The Association may require a Member / Customer to pay the actual costs of a Member / Customer requested service call if the source of the problem is the Member / Customer's facilities (EG. Breaker is tripped and just needs to be reset).

## **16. LIABILITY OF WRREA**

WRREA is not liable for any loss, injury, damage, expense, charge, cost or liability of any kind, whether from direct, indirect, special or consequential nature; except for direct physical loss, injury or damage to you or your property resulting from the negligent acts or omissions of WRREA, its employees or agents arising out of or in any way connected with any failure, defect, fluctuation, reduction or interruption in the provision of service by WRREA to you.

Indirect, special, or consequential loss, injury or damage includes loss of revenue, loss of profits, loss of earnings, loss of production, loss of contract, cost of purchased or replacement capacity and energy, cost of capital, loss of use of any facilities or property, or any other similar damage or loss whatsoever, arising out of or in any way connected with the failure, defect, fluctuation, reduction or interruption in the provision of service to you.

## **17. PROTECTIVE DEVICES**

The Member / Customer shall be responsible for determining whether the Member / Customer needs any devices to protect the Member / Customer's facilities from damage that may result from the use of a Service Connection. The Member / Customer shall provide and install any such devices.

## **18. INSURANCE**

The Member / Customer shall be responsible for determining whether the Member / Customer needs any insurance in the event of an outage or reduction in electrical service.



# **WILD ROSE**

**SAFE AND RELIABLE POWER**

## **19. MICRO-GENERATION (SOLAR)**

WRREA shall make all reasonable efforts to enable a Generating Member / Customer to interconnect to WRREAs facilities subject to meeting the Transmission Administrators Technical Requirements for the interconnection of Generators. The Generating Member / Customer must demonstrate that the generator will automatically disconnect in the event that the Associations distribution system becomes disconnected from the Alberta Interconnected Electrical system.

The Generating Member / Customer is responsible to pay for Distribution Access Service according to the Distribution Rates (i.e., Tariff) approved by the Board of Directors and updated from time to time.

A Generating Member / Customer is required to enter into an interconnection agreement with WRREA.

## **20. CODE OF CONDUCT**

The Association has a zero-tolerance policy toward abusive behavior, and all Member / Customers must adhere to the [Association's Code of Conduct policy](#).

## **21. RIGHT TO REFUSE SERVICE**

The Association has the right to refuse service to any Member / Customer.