

**OPERATING AGREEMENT**

**BETWEEN**

**ALECTRA UTILITIES CORPORATION**

**- AND -**

**XXX**

**[insert date]**

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**THIS OPERATING AGREEMENT** (this “**Agreement**”) between

**ALECTRA UTILITIES CORPORATION**  
 (“**Alectra**”)

- and-

**XXX**  
 (“**Customer**”)

is made effective as of the **XX** day of **XXXX, 20XX** (the “**Effective Date**”)

**[PREPARATION NOTE: SELECT ONE OF THE FOLLOWING TWO OPTIONS AS REQUIRED TO SUIT THE PROJECT. DELETE THE OTHER WORDING FOR THE OTHER OPTION]**

**WHEREAS** the Customer is the owner of the Substation located at # **XXX, XXX** (the “**Substation**”); or

**WHEREAS** the Customer is the owner of generation assets connected to an Alectra owned Substation located at # **XXX, XXX** (the “**Substation**”);

**AND WHEREAS** the Substation is located within the service territory of Alectra;

**AND WHEREAS** the Parties acknowledge that in the operation and maintenance of a power system, specific responsibilities must be clearly defined to ensure safe, prompt and efficient operation of the Substation under all circumstances;

**AND WHEREAS** the Parties have agreed that it is necessary to enter into this Agreement to set out the terms and conditions under which the Substation will be serviced and maintained by both Parties including responsibilities for work co-ordination, work protection and establishing the relevant Controlling Authorities with respect to the Substation;

**NOW THEREFORE** this Agreement witnesses that in consideration of the mutual covenants and conditions herein set out and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties hereto agree as follows:

## **1.0 INTERPRETATION**

### **1.1 Definitions**

“**Alectra Controlled Devices**” means those Devices described in Schedule 2.1.1.

“**Applicable Laws**” means any and all applicable federal, provincial and municipal laws, including environmental laws, statutes, codes, licensing requirements, treaties, directives, rules, regulations, protocols, policies, by-laws, orders, injunctions, rulings, awards, judgments or decrees or any requirement or decision or agreement with or by any governmental or governmental department, commission, board, court authority or agency.

**“Authorized Worker”** means an employee of Customer or Subcontractor that has been given instructions by the Customer or Subcontractor to perform the relevant work and who is a Competent Worker, trained, experienced and licensed in the Province of Ontario and in good standing with the applicable licensing authority to perform the assigned work.

**“Business Day”** means any day other than a Saturday or Sunday on which banks are open for business in Toronto, Ontario.

**“CIA”** means the Connection Impact Assessment a copy of which the Customer and Alectra have been provided.

**“Competent Worker”** In relations to specific work, means a worker who,

- a) is qualified because of knowledge, training and experience to perform the relevant work in proximity to energized Equipment;
- b) is familiar with the *Occupational Health and Safety Act* and with the provisions of the Regulations passed under that Act that apply to the work;
- c) is licensed and in good standing with the appropriate licensing authority to perform the relevant work and
- d) has knowledge of all potential or actual danger to health or safety in the relevant work.

**“Conditions of Service”** means Alectra’s Conditions of Service for the area in which the Substation is located as they may be amended or replaced from time to time.

**“Controlling Authority”** means the Party responsible for controlling certain Equipment or Devices which includes performing, directing, or authorizing changes in the conditions or physical position of, such Equipment or Devices.

**“Customer Controlled Devices”** means all Devices located in the Substation that are described in Schedule 2.1.1.

**“De-Energized”** occurs when electrical hazards associated with a piece of Equipment have been removed.

**“Devices”** means switches or Equipment which can be used to physically disconnect electrical equipment from all sources of dynamic energy.

**“Emergency”** means circumstances that pose an imminent danger or threat to public safety or public welfare.

**“Equipment”** means any equipment pertaining to the transmission, distribution and use of electric power.

**“Facilities Operations Manager”** means the individual identified in Schedule 2.3.3.

**“Good Utility Practice”** has the meaning set forth in the Distribution System Code.

**“Grounded”** means metallically connected to a rod driven into the earth.

**“Isolated”** means physically disconnected or separated by isolating Devices, the contacts of which are clearly visible, from any source of dynamic energy.

**“Isolating Device”** means a device used to separate equipment from any source of dynamic energy.

**“Normal Working Hours”** means 8:00AM to 4:30PM Monday to Friday excluding statutory holidays observed in the Province of Ontario.

**“Parties”** means both Alectra and the Customer and **“Party”** means one of them.

**“Services”** means electrical testing, maintenance, inspection and switching of all equipment within the Substation by either Party or such Party’s agents.

**“Subcontractor”** means a third party retained by Customer that is an Authorized Worker, or uses only Authorized Workers to perform specific limited operations.

**“Substation”** means the [PREPARATION NOTE: SELECT THE WORDING FROM THE FOLLOWING AS REQUIRED TO SUIT THE PROJECT. DELETE THE OTHER WORDING] [primary high voltage distribution system transformers, Switchgear and Devices] or [low voltage distribution transformers, low voltage Switchgear and low voltage Devices] owned by the Customer.

**“Switchgear”** means Devices that are enclosed in a cubicle, to be used for isolating electrical equipment.

**“System Controller”** means a person having the right, responsibility and authority to perform or authorize the operation of any Devices in the electrical system under the control of a Controlling Authority.

**“Tap Point Switch”** means a single or three phase switch, which is normally closed and is provided at radial taps which supply a Customer’s feed point. These switches may be fused for some Customer supplies.

**“Work Protection”** means a written guarantee in form satisfactory to Alectra that an Isolated (and in some instances Isolated and De-energized) condition has been established for work and will continue to exist, except for authorized tests as described in the Infrastructure Health & Safety Association Utility Work Protection Code, a copy of which will be provided to Customer on request.

## 1.2 Schedules

Schedule 2.1.1	Equipment Identification
Schedule 2.1.2	Alectra Contacts
Schedule 2.2.2	Single Line Diagram
Schedule 2.3.3	Customer Contacts
Schedule 2.5	Idiosyncrasies and Specific Operating Instructions
Schedule 3.1.3 (a)	Isolation Request

Schedule 3.1.3 (b) Customer Operational Control Switching

Schedule 3.1.6 Contractor Notification of Isolation and Restoration

## **2.0 CONTROLLING AUTHORITY**

To ensure continual safety of a Substation, control of isolating devices must be assigned to a specific Controlling Authority and this assignment must never change unless the changes are intended to be of a permanent nature. Alectra will provide its Services during Normal Working Hours and Alectra reserves the right to revise its Normal Working Hours at any time and any such revision to Alectra's Normal Working Hours will be set out on Alectra's website prior to such change. Alectra will provide Services outside normal hours for scheduled work requested by the Customer, at the Customer's sole cost and expense.

### **2.1 Assignment of Controlling Authority**

2.1.1 The Customer and Alectra agree, subject to the terms of this Agreement and the Conditions of Service that Alectra shall be the Controlling Authority of all the Alectra Controlled Devices as set out in Schedule 2.1.1 (A); and the Customer shall be the Controlling Authority of all Customer Controlled Devices as set out in Schedule 2.1.1 (B)

2.1.2 After the automatic operation of any Customer Controlled Devices within the Substation, the Customer shall promptly provide notice by telephone to Alectra of such automatic operation to Alectra's System Controller at the number set out in Schedule 2.1.2.

2.1.3 Where the Customer intends to carry out any scheduled switching of Customer Controlled Devices as set out in Schedule 2.1.1 (B), prior written notification shall be sent to Alectra during Normal Working Hours. At the time when the switching operations are to be performed by the Customer, the Customer shall contact the Alectra System Controller immediately prior to performing the switching operations.

Where, due to an Emergency the Customer intends to carry out any emergency switching of Customer Controlled Devices, notification by phone shall be made to Alectra's System Controller immediately after the switching operations have been performed by the Customer. For clarity, the Customer acknowledges that notice must be given no later than 5 minutes after the switching operations have been performed by the Customer.

2.1.4 The Customer will be responsible to ensure that its Subcontractors which are engaged to perform any work or switching on Customer Controlled Devices are Authorized Workers or use only Authorized Workers, and that its Subcontractors comply with all Applicable Laws with respect to the performance of the Services.

2.1.5 When the Controlling Authority is to perform any switching of any Customer-owned Devices, the Customer must have at least one (1) Authorized Worker present who is familiar with the operation of the Substation to coordinate the switching of the Substation. Alectra shall use commercially reasonable efforts to give prior notice to the Customer of the intent to perform the switching.

- 2.1.6 The installation of generators that are intended to momentarily synchronize onto the Alectra distribution system for purposes of maintaining power supply must be approved by Alectra. The generators shall be switched onto or off of Alectra's distribution system according to the CIA approved by Alectra. The generators shall not be switched onto or off of Alectra's distribution system without prior consultation with the Alectra System Controller except where provision for remote monitoring of the generator breaker status is available to Alectra.
- 2.1.7 Where dual supply to the Substation is provided, the Customer must have the ability to inhibit the automatic transfer of load between feeders. Alectra shall have the right to require such an inhibition when Alectra receives a directive from the Independent Electricity System Operator (IESO) to implement emergency load shedding. Alectra will use reasonable efforts to promptly restore dual supply to the Customer.

## 2.2 Equipment Nomenclature and Identification

- 2.2.1 All Substation primary voltage Devices will be identified using legible nomenclature approved by Alectra, including normally open switch points. All Alectra Controlled Devices shall be identified with an Alectra label including breakers, switches and metering compartments. Alectra labels to be provided and installed by Alectra.
- 2.2.2 The Customer shall clearly post within each high voltage switchgear room or in a suitable weatherproof location for outdoor switchgear, a copy of the single line diagram as provided in Schedule 2.2.2 of this Agreement. The single line diagram shall be posted within ten (10) meters of the switchgear being operated. This single line diagram is required to clearly identify all interconnections between Alectra's incoming electrical supply lines and, the Customer's transformation, switchgear and Devices.

## 2.3 Access to Substations and Switching Rooms

Alectra will have unimpeded access to the Customer's property in accordance with the *Electricity Act 1998*, Section 40, so as to perform its obligations under this Agreement.

- 2.3.1 A locked security gate will be installed around the Substation. The lock shall be under Customer Control but a key to the lock shall be provided to Alectra within ten (10) days after the signing of this Agreement. The Customer covenants and agrees not to install any other locks or protective devices, which might interfere with Alectra's access to the Substation without prior written approval of Alectra.
- 2.3.2 Access to the Substation and/or high voltage switching rooms shall be granted to all Alectra employees upon presentation of valid Alectra personnel photo identification card. Verification of the status of Alectra employee may be made by contacting Alectra's System Controller.
- 2.3.3 Prior to Alectra accessing the Substation for scheduled activities, Alectra will notify the Customer's Facilities Operations Manager no less than ten (10) Business Days before access is required. Notice pursuant to this Section 2.3.3 or any other provision in this Agreement will not be required in the event of an Emergency; however, Alectra

shall make reasonable efforts to try to notify the Customer in advance of accessing the Substation.

#### 2.4 Locking Requirements for Alectra Controlled Equipment

Where Alectra determines it is appropriate, Alectra will install padlocks approved by Alectra on all high voltage Devices located in the Substation, which do not already have padlocks installed, for which Alectra is designated as the Controlling Authority in Schedule 2.1.1 (A) to this Agreement.

#### 2.5 Idiosyncrasies and Specific Operating Instructions

Set out in Schedule 2.5 are the idiosyncrasies and specific operating instructions for the Substation.

### 3.0 WORK CO-ORDINATION AND PROTECTION

#### 3.1 Isolation Requests

3.1.1 Alectra agrees to give the Customer ten (10) Business Days prior notice, in writing or by phone call to the Facilities Operations Manager, of any scheduled maintenance by Alectra on Alectra's incoming cables or overhead conductor up to and including the "Tap Point Switches".

3.1.2 All Customer requests for scheduled Substation Isolation for maintenance of Alectra Controlled Devices must be received by Alectra Customer Service Department in writing no less than ten (10) Business Days prior to date required. Alectra shall provide the requested Isolation at the requested date and time unless Alectra determines in its sole discretion that it is not possible as a result of the arrangements and schedules of other agencies involved or it contravenes the Conditions of Service or Alectra is unable to have staff available at the requested time. Notice may only be given by delivery of the form set out in Schedules 3.1.3(a) or (b) as applicable.

3.1.3 All Customer Isolation requests for Customer Controlled Devices must be received by Alectra's Customer Service Department in writing no less than ten (10) Business Days prior to the date the Isolation is required except in the case of an Emergency. Notice may only be given by delivery of the form set out in Schedules 3.1.3(a) or (b) as applicable. In addition, the Alectra Control Room must be notified by telephone immediately prior to the performance of any switching.

3.1.4 In the event that the Customer requires guaranteed Isolation and restoration times, the Customer will be required to pay the full cost of a dedicated Alectra crew of the size and composition necessary to complete the Isolation.

3.1.5 In an Emergency, Alectra shall not be responsible for any costs, unless due to Alectra's negligence or wilful misconduct, incurred by the Customer or its Subcontractor as the result of a cancellation of a scheduled Isolation by Alectra provided that in such case the Customer shall not be required to pay the cost of any Alectra crew described in Section 3.1.4 above.



3.1.6 The Customer or its Subcontractor performing the work shall complete, sign and deliver the Contractor Notification of Isolation and Restoration form to Alectra set out in Schedule 3.1.6.

3.1.7 The Customer or its Subcontractor shall ensure that all Devices are in the normal operating position, which is the position they were in when handed over to the Customer by Alectra prior to work commencing, before signing the notice of reenergization form being sent back to Alectra.

### 3.2 Protection for Work and Installation of Grounds

3.2.1 All protection for work and/or clearance shall be in accordance with the Infrastructure Health & Safety Association Rule Book (Electrical Utility Safety Rules revised 2014) and the IHSA Utility Work Protection Code revised 2012.

3.2.2 The use of approved safety ground conductors shall be mandatory during all Substation maintenance and repair work. The load side of the Substation will be grounded for such work. The Customer shall be solely responsible for the supply and installation of all safety ground conductors prior to the commencement of any Customer maintenance or repair work.

Alectra may at its discretion apply grounds at the Isolation points to prove Isolation; however these are not to be considered safety grounds.

## 4.0 ELECTRICAL PLANT REVISIONS

4.1 The Customer shall not perform or allow to be performed without the prior written approval of Alectra, any revisions to Substation interconnections or transformation as shown on the single line diagram attached as Schedule 2.2.2.

4.2 Customer requests for Substation revisions to interconnections or transformation must be submitted in writing to Alectra's Customer Service Department.

4.3 The Customer or its Subcontractor shall arrange for all necessary clearances by the Electrical Safety Authority in relation to any revision to the Customer's Substation prior to restoration of power by Alectra.

## 5.0 TERM

5.1 This Agreement shall become effective on the Effective Date.

5.2 This Agreement will terminate immediately (i) upon permanent Isolation of the Customer's service from Alectra's distribution system; (ii) if termination of this Agreement is required in accordance with the Conditions of Service due to Customer's breach of Applicable Laws; or (iii) if terminated pursuant to Section 5.3.

5.3 In the event of a breach of this Agreement by Customer other than a breach of Section 2.1.2 or Section 2.1.3, Alectra will advise Customer of such breach, and Customer will have two (2) Business Days from the date of notification to remedy such breach, provided that, if

Alectra determines in its sole discretion that the Customer is working diligently to remedy such breach, Alectra may extend such remediation period for such time as Alectra, in its sole and unfettered discretion, determines is reasonable under the circumstances. In the event that Customer is unable to remedy a breach within the time period specified in this Section 5.3, Alectra shall have the right to terminate this Agreement immediately by written notice to the Facilities Operations Manager or, may, but shall have no obligation to, either itself or through a third party, correct such breach at Customer's sole cost and expense. If requested by Customer, and subject to any obligations of confidentiality, Alectra will provide Customer with details of costs and expenses incurred by Alectra to remedy such breach. The Customer shall pay Alectra for such costs within thirty (30) days from the date of the invoice for those costs delivered by Alectra to the Customer. If Customer fails to pay the full amount set out in the invoice within that time period, Alectra will shall have the right to terminate this Agreement by written notice or telephone call to the Facilities Operations Manager and this Agreement shall terminate immediately upon receipt of such notice or telephone call.

- 5.4 In the event of a breach of Section 2.1.2 or Section 2.1.3 of this Agreement by Customer, Alectra will shall have the right to terminate this Agreement by written notice or a telephone call to the Facilities Operations Manager and this Agreement shall terminate immediately upon receipt of such notice or telephone call.
- 5.5 In the event of a conflict or inconsistency with respect to the termination of this Agreement between the Conditions of Service and this Agreement, this Agreement will prevail.
- 5.6 Regardless of the reason for termination of this Agreement, Alectra shall have no liability whatsoever to the Customer for any costs, charges, expenditures, losses or damages (whether direct, consequential, special or otherwise) which the Customer may incur as a result of the termination of this Agreement.
- 5.7 The termination of this Agreement shall not affect any rights or obligations which may have accrued prior to such termination or any other rights which the terminating party may have arising out of either the termination or the event giving rise to the termination and shall not affect any continuing obligations of either of the parties under this Agreement.

## **6.0 PERSONNEL AND SUBCONTRACTING**

- 6.1 Any personnel utilized by Customer or Subcontractor under this Agreement shall be an Authorized Worker.
- 6.2 Customer will not delegate or subcontract all or any part of the Services without the prior written consent of Alectra, such consent to be made acting reasonably.
- 6.3 Alectra may at any time require Customer by notice to replace any Subcontractor assigned to perform Services if Alectra reasonably believes that such Subcontractor is unsuitable for the task or will be unavailable to perform the task in a timely manner. Upon receipt of Alectra's notice, Customer will immediately withdraw such Subcontractor and use all reasonable efforts to promptly replace such Subcontractor.
- 6.4 The subcontracting of all or any part of the Customer's obligations set out in this Agreement to any Subcontractor will not relieve the Customer from any obligation or liability under this Agreement and the Customer will remain responsible for the performance of all or any part

of its obligations set out in this Agreement to the same extent as if such obligations were performed by it. Any breach of this Agreement by any Subcontractor will be deemed to be a breach of this Agreement by the Customer.

## **7.0 LIMITATION OF LIABILITY AND INDEMNIFICATION**

- 7.1 Neither Party will be liable to the other for indirect, consequential, exemplary, punitive, special damages, loss of profits or revenue howsoever caused.
- 7.2 Notwithstanding anything contained herein, Alectra will only be liable to the Customer for any losses, claims, damages, demands, costs or expenses (collectively “Loss” or “Losses”) arising from negligence or willful misconduct of Alectra or its subcontractors or those for whom Alectra is responsible in law..
- 7.3 The Customer shall be responsible for all costs and/or expenses related to any damage or harm to any Alectra employees, plant or equipment including any electrical components, or any other works required to be provided by the terms of this Agreement or to the person or property of any third party related to or resulting from this Agreement including the construction of any building or structure on the lands on which the Substation is located or from the performance of any other works on such lands, or within the public roadways abutting thereto.
- 7.4 The Customer will indemnify, defend and hold harmless Alectra, its directors, officers, shareholders, employees, and agents from and against any and all losses, claims, damages, demands, costs or expenses arising from or related to a breach of this Agreement by the Customer or any negligence or willful misconduct on the part of the Customer or its Subcontractors or those for whom the Customer is responsible in law, including: any death, bodily injury, sickness, disease or injury of any kind, or any damage, loss or destruction of any tangible, real, personal or intangible property. Notwithstanding anything contained herein, the Customer will not be liable to Alectra for any Losses arising solely from the negligence or willful misconduct of Alectra, or Alectra’s subcontractors or those for whom Alectra is responsible in law.

## **8.0 INSURANCE**

- 8.1 The Customer shall, during the Term of this Agreement and any renewals thereof, maintain a comprehensive policy of public liability and property damage insurance in which Alectra is named as additional insured in the amount of Five Million (\$5,000,000) Dollars per occurrence and the policy shall contain a cross liability clause, or as otherwise may be agreed between the Customer and Alectra, against liability due to damage to the property of Alectra or any other person or persons including third parties, and against liability due to injury to, or death of, any person or persons, including third parties, in any one instance. Alectra shall not be responsible for the payment of any premium with respect to any such insurance, which is the sole responsibility of the Customer. Within 10 days of the Effective Date and on each anniversary of the Effective Date and otherwise upon request of Alectra, the Customer shall provide to Alectra a certificate of evidencing the existence and terms of such insurance. The Customer shall require its insurers to provide Alectra with no less than 30 days written notice of any changes to the coverages and terms specified herein whether by endorsement or through the issuance of other policies of insurance which restrict or reduce the coverage of

the insurance specified herein. The Customer agrees that the insurance described herein does in no way limit the Customer's liability pursuant to the indemnity provisions of this Agreement.

**9.0 MISCELLANEOUS**

9.1 No changes shall be made to this Agreement or the Schedules without the express written consent of all of the Parties.

9.2 Except as otherwise specifically provided herein, all notices hereunder shall be in writing and shall be given by personal delivery, email, registered or certified mail at the addresses shown below, or such other address or addresses as may be designated by either Party. Notices shall be effective when: (i) personally delivered; or (ii) on the date of transmission, if sent by email document; or (iii) three (3) days after mailing if sent by registered or certified mail.

Alectra: **Alectra Utilities Corporation**  
Attention: Manager, System Control  
XXX XXXX  
XXX,XX XXXXXX  
Email:

Customer: XXX  
Facilities Manager  
Attention: XXX  
XXX  
XXX, XX XXXXXX  
Email:

9.3 It is agreed that this written instrument embodies the entire Agreement of the Parties hereto with regard to the matters dealt with herein, and that no understandings or agreements, verbal or otherwise, exist between the Parties except as herein expressly set out. For the avoidance of doubt, Alectra's Conditions of Service (except as set out in Section 5.0) apply to this Agreement.

9.4 This Agreement shall be construed in accordance with the laws of the Province of Ontario.

9.5 This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

9.6 The Customer and Alectra shall operate the Substation in accordance with Good Utility Practice and with all Applicable Laws including without limitation the following:

- Ontario Energy Board (OEB) – Distribution System Code (DSC)
- Canadian Standards Association (CSA)
- American National Standards Institute (ANSI)
- Institute of Electrical and Electronic Engineers (IEEE)
- Ontario Electrical Safety Code (OESC present edition)

- Infrastructure Health & Safety Association Utility Work Protection Code (collectively the “Codes”).

- 9.7 This Agreement may not be assigned by either Party without the prior written consent of the other, such consent not to be unreasonably withheld. However, neither Party is required to obtain consent from the other Party in the event a party is acquired, merges, consolidates, amalgamates or acquires an ownership interest in a third party.
- 9.8 The headings used in this Agreement are for convenience only and are not to be considered a part of this Agreement and do not in any way limit or amplify the terms and provisions of this Agreement.
- 9.9 Notwithstanding anything to the contrary in this Agreement, if Alectra or the Customer is delayed or prevented from performing an obligation arising under this Agreement, by reason of strikes or other labour disturbances, civil unrest, acts of war, riots, pandemic, flood, fire or any other acts of God, then the party delayed by the foregoing, shall and is entitled, without being in breach of this Agreement, to carry out such obligation within the appropriate time period after cessation of such cause.
- 9.10 This Agreement will not be deemed to create a partnership, joint venture, employer-employee or any other relationship apart from an independent contractor relationship. The Parties will at all times remain independent contractors. If it is alleged that Customer or any of its workers are employees of Alectra, Customer will indemnify and hold Alectra harmless from all reasonable costs they incur in defending such claims as well as any amounts found to be owed by them in respect of any taxes, employment insurance or Canada Pension plan deductions or premiums, vacation pay, general or holiday pay, termination or severance pay or any other payments or benefits.
- 9.11 The Customer acknowledges and agrees that (1) Alectra is subject to the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56 as amended from time to time (“**MFIPPA**”) and may be required to disclose information concerning the provisions of this Agreement and information provided thereunder in accordance with the provisions of MFIPPA, and (2) Alectra shall be permitted to disclose information relating to the provisions of this Agreement and information provided thereunder in accordance with MFIPPA. To the extent permitted under MFIPPA, Alectra will inform the other Party of any such request for any records related to the provisions of this Agreement and any information provided thereunder by Alectra so that the Customer has an opportunity to make representations with respect to the proposed disclosure.
- 9.12 Sections 7, 8 and this Section 9.11 will survive the termination of this Agreement.
- 9.13 This Agreement may be signed in counterparts and delivered by electronic means, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

In witness whereof the Parties hereto, by their duly authorized officers, have executed this Agreement as of the Effective Date.

**ALECTRA UTILITIES CORPORATION**

**XXX**

\_\_\_\_\_  
Name:

Title:

I have authority to bind the Corporation

\_\_\_\_\_  
Name:

Title:

I have authority to bind the Corporation

**SCHEDULE 2.1.1  
EQUIPMENT IDENTIFICATION**

**XXX** (Customer Name)  
**XXX** (Station Name)  
**XXX**, (City Name), ON

**(A) Devices for which Alectra is the Controlling Authority are listed below**


**(B) Devices for which Customer is the Controlling Authority are listed below**


**SCHEDULE 2.1.2**  
**ALECTRA CONTACTS**

**Service Area:**

<b>Contact</b>	<b>Business</b>	<b>Email</b>
System Controller - Anytime	<b>TBD</b>	<b>TBD</b>
PowerAssist (Call Centre)	1-844-256-3072	<b>TBD</b>
System Control Manager	<b>TBD</b>	<b>TBD</b>
System Control Supervisors	<b>TBD</b>	<b>TBD</b>
System Control Planners	<b>TBD</b>	<b>TBD</b>

**Alectra shall notify the Customer of any updated contacts in accordance with Section 9.2.**



**SCHEDULE 2.2.2**  
**SINGLE LINE DIAGRAM**

**XXX (Station Name)**

**SCHEDULE 2.3.3**  
**CUSTOMER CONTACTS**

**XXX** (Customer Name)  
**XXX** (Station Address)

<b>Contact</b>	<b>Business</b>	<b>Emergency</b>	<b>Email</b>
Facilities Operations Manager			

**Customer shall notify Alectra of any updated contacts in accordance with Section 9.2**

## SCHEDULE 2.5


### IDIOSYNCRASIES AND SPECIFIC OPERATING INSTRUCTIONS

[To be completed by Alectra]


**[PREPARATION NOTE: SELECT AND INCLUDE ALL THAT IS APPROPRIATE FOR THE PROJECT]**

1. SCADA and RTU monitoring of customer facility
2. Transfer Trip Protection and mode of operation
3. Mode of Operation for load pickup (large loads)
4. Statement of intent to parallel generators with distribution system for 100ms or less
5. Statement of intent to run generators in parallel with distribution system
6. Mode of operation for generators in parallel with distribution system
7. Obligations for synchronizing generators to the distribution system and disconnecting from the distribution system.
8. Sequence of operation for load transfer from distribution system to generator and visa versa
9. ESA obligations for customers reconnecting to distribution system
10. Multiple feeder supply and parallel operation restrictions
11. IESO load shedding obligations which require inhibiting automatic transfer to alternate supply
12. Other identified operating instructions identified during connection process

**Schedule 3.1.3 (a)**

<h1 style="margin:0;">ISOLATION REQUEST FORM</h1>		 <p><b>alectra</b> utilities Discover the possibilities</p>
<b>Please note:</b> <ul style="list-style-type: none"> <li>For scheduling purposes, this request must be received 10 business days prior to isolation date.</li> <li>Scheduling does not guarantee isolation. <b>**Note**</b> 4 hr. window (1.5 hrs. prior - 2.5 hrs. after scheduled appointment).</li> <li>This form cannot be processed without a Charge selected, a Purchase Order number or payment arrangements.</li> <li>Alectra Utilities cannot be responsible for costs incurred resulting from changes or cancellations.</li> <li>Unless a dedicated crew is requested, crews may be required to leave to attend other duties.</li> <li>This form cannot be processed without an ESA Notification number or ESA inspection arrangements.</li> </ul>		
<b>Alectra Utilities Customer Information</b>		
<b>Premises to be Isolated:</b>		
<b>Address:</b>		
<b>City:</b>		
<b>Customer Contact:</b>		<b>Customer Ph # :</b> <span style="border: 1px solid black; display: inline-block; width: 50px; height: 15px;"></span>
<b>Contractor/Applicant Information</b>		
<b>Company Name:</b>		
<b>Address:</b>		
<b>Applicant:</b>	Sample	
<b>Email Address:</b>		
<b>Phone #</b>		
<b>On Site Contact:</b>		<b>Contact Cell#:</b> <span style="border: 1px solid black; display: inline-block; width: 50px; height: 15px;"></span>
<b>Outage Information</b>		
<b>Equipment to be Isolated:</b>		
<b>Point of Isolation:</b>		
<b>Isolation Date:</b>		
<b>Isolation Time:</b>		
<b>Isolation Duration:</b>		
<b>ESA Notification #:</b>		
<b>Description of Work:</b>		
<b>Charges</b>		
<input checked="" type="radio"/> Commercial - After Hours <input type="radio"/> Commercial - Regular Hours <input type="radio"/> Residential - After Hours <input type="radio"/> Residential - 2nd Disconnect - Regular Hours <input type="radio"/> Dedicated Crews - Actual Charges Will Be Invoiced		
<b>Purchase Order # Invoiced To</b>		<input type="checkbox"/> FIT <b>REFERENCE NUMBER</b> <span style="border: 1px solid black; display: inline-block; width: 80px; height: 20px; vertical-align: middle;"></span>
<b>Alectra Utilities Customer Care - 1- 877- 963 - 6900 Option 2, then option 9 when prompted</b> <b>email: <a href="mailto:IsolationRequest@alectrautilities.com">IsolationRequest@alectrautilities.com</a></b>		
<b>For Alectra use only</b>		
<b>W/O # :</b>		<b>Reference # :</b> <span style="border: 1px solid black; display: inline-block; width: 50px; height: 15px;"></span>
<b>Transformer Nomenclature :</b>		

**Schedule 3.1.3 (b)**

<h2 style="margin: 0;">Customer Operational Control Switching</h2>	
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Alectra Utilities Customer Information	
Customer to be Isolated:	
Address:	
City:	
Customer Contact:	Customer Ph # : <span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span>

Contractor/Applicant Information	
Company Name:	
Address:	
E Mail Address:	
Phone #:	
Foreperson:	Contact Cell#: <span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span>
On Site Contact:	Contact Cell#: <span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span>

Outage Information	
Equipment to be Isolated:	
Point of Isolation:	
Isolation Date:	
Isolation Time:	
Isolation Duration:	
ESA Notification #:	
ACP Contractor #:	
Description of Work:	

**Please note:**

- ◆ This written notification must be received by Alectra 10 business days prior to isolation date.
- ◆ A telephone call must be made to the Alectra Control Room immediately prior to the performance of any switching.

Alectra Control Rooms 1-888-927-9402 and choose the area you are calling for (Sector 1 to 7)  
 Alectra Utilities Customer Care - 1- 877- 963 - 6900 Option 2 then option 9 when prompted

email: [IsolationRequest@alectrautilities.com](mailto:IsolationRequest@alectrautilities.com)

For Alectra Utilities use only
Transformer(s) nomenclature :

revision 2017-002

## SCHEDULE 3.1.6 Contractor Notification of Isolation and Restoration

	<b>Contractor / Customer Notification of Isolation and Restoration Form</b>	Document No.: Alectra- 01-001
		Issue Date: 08/20/2021
		Review: 08/20/2024
		Pages: 1 of 1

**Purpose:** To ensure compliance with Alectra work protection procedure, Contractors/Customers requesting isolation of equipment and to become holders of a PC2, PC10C, or PC17B Supporting Guarantee shall complete the following information and sign this document when the Supporting Guarantee is issued. When the Supporting Guarantee is surrendered the document shall be signed off by the Contractor/Customer before restoration will proceed.

### Section A: REQUEST FOR EQUIPMENT ISOLATION

Supporting Guarantee: PC2 <input type="checkbox"/> PC10C <input type="checkbox"/> PC17B <input type="checkbox"/> #:	
Work Order Number:	
Job Number:	
Contractor/Customer's Name:	
Address of premises to be isolated:	
Contractor/Customer's Company Phone Number:	
Site Phone:	Emergency Phone:
Nature of Work:	

### Section B: EQUIPMENT ISOLATION – Contractor/Customer to fill in Blue fields

<b>Isolation:</b> The isolation points for the Supporting Guarantee which supports the Contractor/Customer's work protection, has been established and tagged open by Alectra. The Contractor/Customer has been made aware of the isolation points and agrees not to work on or outside of the points of isolation and <b>not to perform any testing on Alectra equipment unless authorized by Alectra.</b> Contractor/Customer requiring isolation of Alectra equipment for the purpose of working clearance only shall be required to sign on and off the Supporting Guarantee on a daily basis as required. Where Alectra requires the equipment energized for any reason, the Contractor/Customer shall sign off the Supporting Guarantee and it will be terminated by Alectra's System Controller.	
<b>Grounding:</b> Integrity grounds installed by Alectra to prove isolation may be left on or removed as requested. <b>Grounding will be the responsibility of the Contractor/Customer unless alternate arrangements have been made with Alectra.</b> Contractor is not permitted to remove Alectra grounds.	
<b>Clearance:</b> Contractor/Customer requiring isolation of Alectra equipment for the purpose of working clearance only shall be required to <b>Accept Surrender</b> the Supporting Guarantee on a <b>daily basis</b> as required. Where Alectra requires the equipment energized for any reason, the Contractor/Customer shall sign off the Supporting Guarantee and it will be terminated by Alectra's System Controller.	
Verified Guaranteed Point(s): Yes <input type="checkbox"/>	PC3 Tag(s) #:
Verify number of grounds to be installed: Yes <input type="checkbox"/> #	Not applicable <input type="checkbox"/>
Date of Acceptance:	Time of Acceptance:
Name of Holder:	Signature of Holder:
Alectra Issuer/Agent for the C/A Signature:	
Controlling Authority (C/A) Name:	

### Section C: RESTORATION OF EQUIPMENT – Contractor/Customer to fill in Blue fields

Ensure the Contractor/Customer's work is complete and all working grounds and equipment are removed. Ensure the Contractor/Customer has warned all personnel to keep clear and treat the installation as being energized.	
Verify that workers are clear and warned to stay clear: Yes <input type="checkbox"/>	Holder's Initials:
Verify number of grounds removed: Yes <input type="checkbox"/> #	
Date of Surrender:	Time of Surrender:
Signature of Holder:	
ESA Inspection Number:	ESA Inspector's Name:
Alectra Issuer/Agent Signature:	Controlling Authority Name:

# SAMPLE

CONTROLLING AUTHORITY – ALECTRA SYSTEM CONTROLLER

ISSUER/AGENT FOR CONTROLLING AUTHORITY - ALECTRA OPERATIONS

**Alectra Controlling Authority can be contacted at 1-888-927-9402. Select the option from the menu to reach the area required.**  
 1-Simcoe County 2-Markham and Aurora 3-Vaughan and Richmond Hill 4-Brampton 5-Mississauga 6-Hamilton 7-St Catharines

White Copy – Control Room

Yellow Copy – Contractor/Customer