

THIS OPERATING - CONNECTION AGREEMENT made as of _____

B E T W E E N:

ALECTRA UTILITIES CORPORATION

(“Alectra Utilities”)

- and -

(“Customer”)

(Collectively, "the Parties"; individually, a "Party")

RECITALS:

1. The Alectra Utilities electric distribution system (the “Distribution System”) is designed to provide a unidirectional flow of electrical power radially from its supply stations to its customers’ loads.
2. The Distribution System Code requires the Parties to enter into a connection agreement containing certain provisions relating to connection and access to the Distribution System, including provisions relating to the matters set out in Appendix D to the Distribution System Code.
3. In order to promote public safety, to protect the employees and assets of the Parties, to maintain quality of electrical distribution services to Alectra Utilities customers and to comply with the Distribution System Code, the Parties wish to enter into this Agreement.
4. The Customer owns and operates “The Facility” at _____ in Brampton, Ontario.

The Parties agree as follows:

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ARTICLE 1
MISCELLANEOUS

- 1.1 Capitalized terms used in this Agreement and not defined in it shall have the meanings set out in Article 17 if applicable.
- 1.2 The division of this Agreement into Articles, Sections and Subsections, the insertion of headings and the provision of any table of contents are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- 1.3 Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing gender include all genders.
- 1.4 Subject to any provision contained herein which requires immediate action, if any payment is required to be made or other action required to be taken pursuant to this Agreement on a day which is not a Business Day, such payment or action shall be made or taken on the next Business Day.
- 1.5 Any reference in this Agreement to any statute, order or code or any section thereof shall, unless otherwise expressly stated, be deemed to be a reference to such statute or section as amended, restated or re-enacted from time to time.
- 1.6 Unless the context requires otherwise, references in this Agreement to Sections or Schedules are to Sections or Schedules of this Agreement.
- 1.7 The following Schedules shall be attached to and form part of this Agreement:
- Schedule A - Verification of Protection and Control Systems and Devices
Schedule B - Ownership and Jurisdiction
Schedule C - Single Line Diagram
Schedule D - Contacts
- 1.8 The Recitals are true and form part of this Agreement.

ARTICLE 2
REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of Alectra Utilities

Alectra Utilities represents and warrants to the Customer as follows and acknowledges that, except as otherwise expressly provided herein, the Customer is relying on such representations and warranties in connection with this Agreement and the connection and operation of the Facility and the Distribution System:

- (a) Alectra Utilities is a corporation duly incorporated and validly subsisting under the laws of Ontario and has the corporate power, capacity and authority to enter into this

Agreement and perform its commitments and obligations under this Agreement and any other agreement or document to be delivered pursuant hereto. Alectra Utilities has taken, or has caused to be taken, all action required to be taken by Alectra Utilities to authorize the execution and delivery of this Agreement.

- (b) This Agreement has been duly executed by Alectra Utilities and will, upon delivery, constitute a valid and binding obligation of Alectra Utilities, enforceable against it in accordance with its terms.
- (c) Alectra Utilities is the legal and beneficial title holder to the equipment and other assets described in Schedule B as being owned by Alectra Utilities.
- (d) All of the foregoing representations and warranties of Alectra Utilities will continue to be true and correct during the Term.

2.2 Representations and Warranties of the Customer

The Customer represents and warrants to Alectra Utilities as follows and acknowledges that, except as otherwise expressly provided herein, Alectra Utilities is relying on such representations and warranties in connection with this Agreement and the connection and operation of the Facility:

- (a) The Customer is a corporation duly incorporated and validly subsisting under the laws of Ontario and has the corporate power, capacity and authority to enter into this Agreement and perform its commitments and obligations under this Agreement and any other agreement or document to be delivered pursuant hereto. The Customer has taken, or has caused to be taken all, action required to be taken by the Customer to authorize the execution and delivery of this Agreement.
- (b) This Agreement has been duly executed by the Customer and will, upon delivery, constitute a valid and binding obligation of the Customer, enforceable against it in accordance with its terms.
- (c) All of the foregoing representations and warranties of the Customer will continue to be true and correct during the Term.

ARTICLE 3 INTERCONNECTION

- 3.1 Subject to the terms and conditions set out in this Agreement, the Customer is hereby granted the right to connect, or cause the connection of, the Facility to the Distribution System and to maintain and utilize such connection throughout the Term.
- 3.2 Subject to the terms and conditions set out in this Agreement, Alectra Utilities shall throughout the term of this Agreement provide and maintain throughout the Term such equipment, facilities, systems and other assets (other than those specified in this Agreement as having to be provided and maintained by Customer) as may be necessary for the Customer to connect to and receive

electricity from the Distribution System. Alectra Utilities shall perform its obligations hereunder in accordance with good utility practice (as that term is defined in the *Distribution System Code*), the terms of its distribution licence issued by the Ontario Energy Board and the *Distribution System Code*.

**ARTICLE 4
COMMUNICATION AND NOTICES**

4.1 Subject to Article 6, any notice, certificate, consent, determination, payment or other communication required or permitted to be given or made under this Agreement shall be in writing and shall be effectively given and made if (i) delivered personally, (ii) sent by prepaid courier service or mail, or (iii) sent prepaid by fax or other similar means of electronic communication, in each case to the applicable address set out below:

If to Alectra Utilities Corporation, to:

175 Sandalwood Pkwy West
Brampton, ON L7A 1E8
Attn: Technical Services Supervisor

Telephone: 905-452-5541
Fax No: 905-452-5542
Email: technicalservicesbrampton@alectrautilities.com

If to the Customer, to:

Name: _____
Address: _____ Brampton, ON
Attn: _____
Telephone: _____
Fax No: _____
Email: _____

Any such communication so given or made shall be deemed to have been given or made and to have been received on the day of delivery if delivered, or on the day of faxing or sending by other means of recorded electronic communication, provided that such day in either event is a Business Day and the communication is so delivered, faxed or sent prior to 4:30 p.m. on such day. Otherwise, such communication shall be deemed to have been given and made and to have been received on the next following Business Day. Any such communication sent by mail shall be deemed to have been given and made and to have been received on the fifth Business Day following the mailing thereof, provided however that no such communication shall be mailed during any actual or apprehended disruption of postal services. Any such communication given or made in any other manner shall be deemed to have been given or made and to have been received only upon actual receipt.

Either Party may from time to time change its address under this Section by prior written notice to the other Party given in the manner provided by this Section.

- 4.2 All other notice or communication required or permitted under this Agreement shall be made by fax, telephone call or other simultaneous voice communication at the number(s) and to the persons and/or departments set out in Schedule D. The deposit of a voice message shall not be considered prior notice under this Agreement where such notice is required.
- 4.3 Each Party shall be able to contact the other Party by telephone or other simultaneous voice communication at the number(s) set out in Schedule D on a 24-hour basis at all times.
- 4.4 In no circumstances shall the Parties make any change to the contact information contained in Schedule D without (a) delivering prior written notice to the other Party in accordance with Section 5.1 and (b) receiving written confirmation back of receipt of such written notice. The Parties hereby acknowledge that the nature of the operation of the Facility and the Distribution System is that instantaneous and/or Emergency communication may be required from time to time and therefore, the contact information contained in Schedule D must be correct at all times and within the actual knowledge of each Party in order to safeguard life and property.

ARTICLE 5 EMERGENCY OPERATING PROCEDURE

- 5.1 In addition to any other provisions hereof relating to Emergencies, the provisions of Schedule B, Section 2 shall apply in respect of any Emergency.

ARTICLE 6 OPERATING COVENANTS AND PROTECTION PROCEDURES

- 6.1 The Customer shall comply at all times during the Term with all Applicable Laws, the Electrical Utility Safety Rules and the requirements of Ontario's Electrical Safety Authority to the extent that they pertain to the Facility. The Customer shall operate or cause to be operated at all times the Facility in accordance with the foregoing, in accordance with the terms and conditions of this Agreement and in a prudent, reliable and safe manner in accordance with prudent industry practice and always with a view to safeguarding and protecting life and property, including the Distribution System and the Parties' respective employees.
- 6.2 The Customer shall provide prior written notice to Alectra Utilities of any changes to the Facility that may have any material impact on the Distribution System, including changes to the following:
 - (a) interface protection relaying;
 - (b) control facilities and settings, and
 - (c) installation of generating units designed to operate in parallel.

The notice shall provide a detailed description of the proposed changes and the steps being taken by the Customer to prevent any damage or injury to the Distribution System, life and other property.

- 6.3 Upon request by Alectra Utilities from time to time, acting reasonably, the Customer shall demonstrate to Alectra Utilities the integrity of the protection and control system(s) relating to the Facility.
- 6.4 Operating orders and messages will refer to nomenclature as identified on the single-line diagram attached as Schedule C.

ARTICLE 7 WORK PROTECTION PRACTICES

- 7.1 All work on the Facility shall be carried out by the Customer in accordance with the Customer's or Facility Operator's practices and procedures, which practices and procedures shall be consistent with the practices and procedures of a prudent operator in similar circumstances. At a minimum, the Customer shall meet the standards set forth in the *Occupational Health and Safety Act* (Ontario) and the requirements of Ontario's Electrical Safety Authority.
- 7.2 In the event the Facility must be isolated from the Distribution System, Alectra Utilities shall upon Customer's request, provide a Supporting Guarantee on the terms requested by the Customer, where such terms are reasonable. The Customer shall then establish its own Work Protection in accordance with the Customer's Work Protection practices. A request for a Supporting Guarantee shall be verbally transmitted to Alectra Utilities and made with a minimum two Business Days' advance notice.

ARTICLE 8 MAINTENANCE

- 8.1 The Customer shall conduct routine and emergency maintenance on all equipment owned or controlled by it and related to the Facility and/or to the protection of the Distribution System. The Customer shall conduct the maintenance in a manner and at intervals as a prudent operator would conduct maintenance in similar circumstances. The maintenance shall include the inspection and testing of equipment and the replacement of missing, old or damaged equipment.
- 8.2 The Customer shall make such upgrades and rehabilitate such equipment as may be necessary to ensure there is no degradation in equipment performance that would lead to unacceptable increases in equipment failure rates that would impact negatively on the Facility or the Distribution System.
- 8.3 Subject to the following, the Parties may elect to conduct maintenance on their respective equipment during normal working hours. At the request of the Customer and upon the Customer's payment of the reasonable incremental costs incurred by Alectra Utilities for performing its maintenance work outside normal working hours, Alectra Utilities shall, except to the extent that it is not possible to do so, perform the required maintenance outside normal

working hours. If any maintenance work by Alectra Utilities will or could affect the supply of electricity to the Facility, Alectra Utilities shall give the Customer reasonable prior notice of its intention to perform such work and shall not perform any such maintenance work unless and until the Parties agree to a mutually acceptable date and time for the performance of such work.

- 8.4 The Customer shall maintain its relaying and control facilities and shall perform routine verification of its relaying and control facilities in accordance with the test schedule set out in Schedule A. The Customer shall retain records of such tests and re-verifications for inspection by Alectra Utilities.

ARTICLE 9 INFORMATION REQUIREMENTS AND EXCHANGE

- 9.1 Each Party shall use reasonable efforts to keep the other informed of conditions and events within their respective jurisdictions that may affect each Party's respective assets related to the connection of the Facility to the Distribution System and the performance of each Party's obligations under this Agreement.
- 9.2 The Customer shall maintain a daily operation log relating to the Facility containing:
- (a) general operating information on the Transformer Substations;
 - (b) scheduled maintenance;
 - (c) forced outages;
 - (d) manual transfer operation(s) of the customers secondary transfer switch;
 - (e) Alectra Utilities requested switching operations;
 - (f) material events related to the operation of the Generating Equipment;
 - (g) customer loading;
 - (h) information related to verification of relaying and control facilities in accordance with the test schedule set out in Schedule A; and
 - (i) such other information as Alectra Utilities may reasonably request from time to time.
- 9.3 The Customer shall retain the records contained in the daily operations log on file for a minimum of the previous five years and upon request shall provide information from the daily operations log to Alectra Utilities.

ARTICLE 10 ACCESS AND SECURITY

- 10.1 The Customer shall provide Alectra Utilities with prompt access to the Facility (including the 44 kV transformer station) on a 24-hour basis at all times in the event of an Emergency. The

Customer shall provide to persons designated by Alectra Utilities access codes and/or keys to the Facility and Alectra Utilities' assets situated at the Facility. Alectra Utilities shall use any such access codes and keys only in the event of an Emergency and only for purposes relating to the subject matter of this Agreement. Alectra Utilities shall not, without the Customer's prior consent, disclose any such access codes, make any copies of such keys, or share with or distribute to any person any such codes or keys. Alectra Utilities shall not cause or permit any persons not authorized by the Customer to access the Facility at any time.

- 10.2 The Customer shall provide Alectra Utilities with reasonable access to all Alectra Utilities equipment located within the Facility, including all of Alectra Utilities' metering, monitoring and telemetry equipment on a 24-hour basis at all times, but subject to Section 10.5.
- 10.3 The Customer and Facility Operator shall provide to Alectra Utilities reasonable access to the Facility for Alectra Utilities' purposes (in addition to the purposes set out in Sections 10.1 and 10.2, but in any event relating to the purposes of this Agreement) including the inspection of the Facility by Alectra Utilities and the safe and efficient operation of the Distribution System.
- 10.4 The Customer shall provide written notice to Alectra Utilities prior to any modification to the electrical room, entrance way or security of the Facility which affects the ability of Alectra Utilities to gain access to the Facility on the same basis as set out above in Section 10.1 following any modification or change.
- 10.5 Subject to Section 10.1, Alectra Utilities shall notify the Customer of its intention to access the Facility, including the proposed timing of and reasons for such access, prior to accessing the Facility.
- 10.6 Alectra Utilities shall ensure that any person entering or performing work at the Facility on its behalf shall comply with all applicable health and safety requirements and procedures, whether instituted by the Customer or any contractor or subcontractor of the Customer, and all Applicable Law.

ARTICLE 11

LIABILITY AND INDEMNIFICATION, INSURANCE AND FORCE MAJEURE

- 11.1 **Liability and Indemnification:** Alectra Utilities shall only be liable to and indemnify the Customer and the Customer shall only be liable to and indemnify Alectra Utilities for any damages that arise directly out of the willful misconduct or negligence:
 - of Alectra Utilities in providing distribution services to the Customer;
 - of the Customer in being connected to Alectra Utilities' Distribution System; or
 - of Alectra Utilities or the Customer in meeting their respective obligations under this Agreement, the Conditions of Service, the Code, their licences and any other applicable laws.

Neither Alectra Utilities nor the Customer shall be liable under any circumstances whatsoever for any loss of profits or revenues, business interruption losses, loss of contract or loss of

goodwill, or for any indirect, consequential, incidental or special damages, including but not limited to punitive or exemplary damages, whether any of the said liability, loss or damages arise in contract, tort or otherwise.

11.2 **Force Majeure**

11.2.1 Other than for any amounts due and payable by the Customer to Alectra Utilities, or by Alectra Utilities to the Customer, subject to Section 11.2.2, no Party shall be held to be in default or breach of any obligation hereunder if prevented from performing that obligation, in whole or in part, because of a Force Majeure Event.

11.2.2 If a Force Majeure Event prevents a Party from performing any of its obligations under the Distribution System Code (DSC) or this Agreement, that Party shall:

1. promptly notify the other Party of the Force Majeure Event and its assessment in good faith of the effect that the event will have on its ability to perform any of its obligations. If the immediate notice is not in writing, it shall be confirmed in writing as soon as reasonably practicable;
2. not be entitled to suspend performance of any of its obligations under this Agreement or the DSC to any greater extent or for any longer time than the Force Majeure Event requires it to do;
3. use its best efforts to mitigate the effects of the Force Majeure Event, remedy its inability to perform, and resume full performance of its obligations;
4. keep the other Party continually informed of its efforts; and
5. promptly provide written notice to the other Party when it resumes performance of any obligations affected by the Force Majeure Event.

11.2.3 Notwithstanding any of the foregoing, settlement of any strike, lockout, or labour dispute constituting a Force Majeure Event shall be within the sole discretion of the Party to the Agreement involved in the strike, lockout, or labour dispute. The requirement that a Party must use its best efforts to remedy the cause of the force majeure event, mitigate its effects, and resume full performance under this Agreement shall not apply to strikes, lockouts, or labour disputes.

11.3 **Insurance Requirements**

The Customer shall insure, or cause to be insured, the Facility with a reputable insurer against accidents as a prudent operator of the Facility would insure. The insurance policy shall carry limits of liability in an amount not less than five million dollars (\$5,000,000.00) inclusive per occurrence for bodily injury, death and damage to property including loss of use of such property (such insurance shall be separate from standard automobile policies for any vehicle(s), providing third party liability and accident benefits insurance).

Such policies of insurance shall: a) name Alectra Utilities as an additional insured, subject to standard agency provisions; b) contain a severability of interest clause and cross liability clause between the Customer and Alectra Utilities; c) be non-contributing with, and shall apply only as

primary and not excess to any other insurance available to the additional insured; d) provide that it shall not be cancelled or amended in a manner adverse to Alectra Utilities or its coverage reduced, unless Alectra Utilities receives at least thirty (30) days prior notice (by registered mail) of the same.

If requested by Alectra Utilities, the Customer shall provide evidence to Alectra Utilities that the policy of insurance is in effect, that Alectra Utilities has been named as an additional insured and/or the premiums on the policy have been paid and are up to date.

The Customer agrees that the insurance described herein does not in any way limit the Customer's liability pursuant to the liability and indemnity provisions of this Agreement.

ARTICLE 12 PAYMENTS AND CHARGES

- 12.1 Alectra Utilities shall charge the Customer and the Customer shall pay Alectra Utilities for services performed relating to the Facility including the following:
- (a) all costs reasonably and properly incurred in reviewing and approving proposed Facility changes; and
 - (b) all costs reasonably and properly incurred for connection, reconnection or disconnection of the Facility to the Distribution System as a result of a Customer request or a Customer-caused situation.
- 12.2 Unless agreed otherwise, Alectra Utilities shall invoice the Customer for all products and distribution services provided by or on behalf of Alectra Utilities for use by the Customer at the location covered by this Agreement, and the Customer shall pay in full all amounts owing in connection with such invoices within 35 days of its receipt of such invoice.
- 12.3 The Customer further agrees to commence payment in accordance with the approved rates prescribed and attributed to the appropriate class rating to which the service applies, on or before the due date shown on the first account rendered, and thereafter to pay all accounts either monthly or as otherwise specified.
- 12.4 Alectra Utilities has the right to require, at any time, that the Customer provide security for payment of future charges, subject always to the relevant provisions of the Distribution System Code.

ARTICLE 13 TERM AND TERMINATION

- 13.1 The term of this Agreement (the "Term") will begin on the date first written above and continue until terminated in accordance with this Article.

- 13.2 The Customer may, in its sole discretion, terminate this Agreement for any reason whatsoever on at least 90 days' prior written notice to Alectra Utilities provided that any and all payments due to Alectra Utilities at the date of termination shall be made forthwith by the Customer.
- 13.3 Alectra Utilities may, in its sole discretion, terminate this Agreement upon the occurrence of one or more of the following, at which time any and all payments due to Alectra Utilities shall be made forthwith by the Customer:
- (a) the Customer breaches a material term of this Agreement and fails to remedy such breach within ten (10) Business Days following its receipt of written notice of such breach from Alectra Utilities, unless paragraph (b) applies;
 - (b) the Customer breaches a material term of this Agreement and such breach is of such a nature that it cannot be remedied (or cannot be remedied within the aforementioned period) despite reasonable efforts and the Customer fails, within 30 Business Days following its receipt of written notice of such breach from Alectra Utilities, to put in place a reasonable plan for avoiding breaches of that nature in the future; or
 - (c) a petition for relief under any bankruptcy legislation is filed by or against the Customer, or the Customer makes an assignment for the benefit of creditors, or a receiver is appointed, for all or a substantial part of the Facility, and the petition, assignment or appointment is not dismissed or vacated within 30 days.
- 13.4 Any obligation of either Party to the other pursuant to the terms and conditions of this Agreement which is outstanding or due upon the termination of this Agreement shall survive such termination, including any obligation to indemnify hereunder.

ARTICLE 14 DISPUTE RESOLUTION

- 14.1 The Parties shall use reasonable efforts to resolve any dispute arising in connection with this Agreement, failing which the Parties may exercise those remedies available under Applicable Law.

ARTICLE 15 GENERAL

- 15.1 Meters, wires, cables, and all other equipment of Alectra Utilities at the Facility shall be in the care and at the risk of the Customer and if destroyed or damaged by fire or any other cause whatsoever other than ordinary wear and tear or any act or omission of Alectra Utilities, the Customer shall pay to Alectra Utilities the cost of repairing or replacing same.
- 15.2 Alectra Utilities shall use reasonable diligence in providing a regular and uninterrupted service but does not guarantee a constant service or the maintenance of unvaried frequency of voltage and will not be liable in damages to the Customer by reason of any failure in respect thereof. The Customer acknowledges and agrees that it is its responsibility to provide for the protection of its own equipment for voltage variations, transient operations, and single phasing.

- 15.3 All electrical and mechanical equipment such as motors, generators, and switching equipment used by the Customer for the Facility shall be subject to the reasonable approval of Alectra Utilities, and the Customer shall so take and use the electrical energy so as not to endanger Alectra Utilities' equipment or cause abnormal fluctuations of the latter's voltage. Equipment performance characteristics shall be in accordance with Alectra Utilities' Conditions of Service.
- 15.4 In case fire or other casualty occurs in the Facility, rendering the Facility wholly unfit for occupancy, the supply of electricity shall thereupon be suspended until such time as the Customer's wiring has been repaired, and approved by the Electrical Safety Authority and Alectra Utilities has received a Connection Authorization from the Electrical Safety Authority.
- 15.5 Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and will be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.
- 15.6 This Agreement constitutes the entire Agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no conditions, warranties, representations or other agreements between the Parties in connection with the subject matter of this Agreement (whether oral or written, express or implied, statutory or otherwise) except as specifically set out in this Agreement.
- 15.7 Except as otherwise permitted hereunder, no Party shall assign this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed. Alectra Utilities may, without the Customer's consent, assign this Agreement to a purchaser of all or substantially all of the assets comprising the Distribution System, provided that Alectra Utilities shall, within 20 Business Days of effecting such assignment, notify the Customer of such assignment.
- 15.8 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in that Province and shall be treated, in all respects, as an Ontario contract. The Parties hereby attorn to the exclusive jurisdiction of the courts of Ontario.
- 15.9 Time will be of the essence of this Agreement in all respects.
- 15.10 Each Party will, promptly do, execute, deliver or cause to be done, executed and delivered all further acts, documents and things in connection with this Agreement that the other Party may reasonably require, for the purposes of giving effect to this Agreement and the spirit and intent of this Agreement.
- 15.11 No amendment of this Agreement will be effective unless made in writing and signed by both Parties.
- 15.12 A waiver of any default, breach or non-compliance under this Agreement is not effective unless in writing and signed by the Party to be bound by the waiver. No waiver shall be inferred from

or implied by any failure to act or delay in acting by a Party in respect of any default, breach or non-observance or by anything done or omitted to be done by the other Party. The waiver by a Party of any default, breach or non-compliance under this Agreement will not operate as a waiver of that Party's rights under this Agreement in respect of any continuing or subsequent default, breach or non-observance (whether of the same or any other nature).

- 15.13 This Agreement shall enure to the benefit of, and be binding on, the Parties and their respective successors and permitted assigns.
- 15.14 This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed either in original or faxed form and the Parties adopt any signatures received by a receiving fax machine as original signatures of the Parties; provided, however, that either Party providing its signature in such manner shall promptly forward to the other Party an original of the signed copy of this Agreement which was so faxed.
- 15.15 Except to the extent otherwise required by law or with the prior written consent of the other Party, neither Party will make any public announcement regarding this Agreement or the transactions contemplated by this Agreement.
- 15.16 Subject to the Section 15.11 (the requirement that any amendment made hereto be made in writing and signed by the Parties), either Party, acting reasonably, may request that the Parties review this Agreement. In any event, the Parties will meet at least every two years (the "Bi-Annual Review"), commencing within 15 Business Days of the second anniversary of this Agreement, to review the terms and conditions of this Agreement. The Parties agree to meet within 15 Business Days of the anniversary date of this Agreement during each year in which a Bi-Annual Review is to take place.
- 15.17 The Parties agree that, except to the extent that the Customer notifies Alectra Utilities otherwise, the Facility Operator shall be responsible for the performance of all of the Customer's obligations under this Agreement and that the Facility Operator may exercise, on behalf of the Customer, all of the Customer's rights as against Alectra Utilities under this Agreement. Notwithstanding the foregoing, the Customer shall remain liable for performance of its obligations under the Agreement and ensure that the Facility Operator complies with the terms and conditions of this Agreement. Any breach of this Agreement by the Facility Operator and any individuals employed by the Facility Operator shall be deemed to be a breach of the Agreement by the Customer.
- 15.18 The Parties agree to be subject to, and abide by, Alectra Utilities' Conditions of Service, in effect and as amended from time to time, subject to any waiver of any of the provisions thereof by Alectra Utilities in favour of The Customer. Any amendments to Alectra Utilities' Conditions of Service shall be posted on Alectra Utilities' website.

ARTICLE 16 DEFINITIONS

In this Agreement, the following terms shall have the meanings set out below unless the context requires otherwise.

“Agreement” means this Operating-Connection Agreement, including the Schedules attached hereto as it or they may be amended or supplemented from time to time in accordance with the terms hereof, and the expressions “hereof”, “herein”, “hereto”, “hereunder”, “hereby” and similar expressions refer to this Agreement and not to any particular Section or other portion of this Agreement.

“Applicable Law” means with respect to any person, property, transaction, event or other matter, any law, rule, statute, regulation, order, judgment, decree, treaty, guideline or other requirement having the force of law (collectively the “Law”) relating or applicable to a person, property, transaction, event or other matter. Applicable Law also includes, where appropriate, any interpretation of the Law (or any part) by any person having jurisdiction over it, or charged with its administration or interpretation.

“Business Day” means any day except Saturday, Sunday or any day on which banks are generally not open for business in the City of Brampton.

“Distribution System” shall have the meaning set out in the Recitals.

“Distribution System Code” or “DSC” or “Code” means the Distribution System Code issued by the Ontario Energy Board, as amended, supplemented and replaced from time to time.

“Electrical Utility Safety Rules” means the document entitled “Electrical Utility Safety Rules” published by the Electrical and Utilities Safety Association of Ontario Incorporated and dated August, 2004, as the same may be amended, supplemented, restated or replaced from time to time.

“Emergency” means an imminent or existing condition or situation which, in the reasonable judgment of the applicable Party, will affect the ability of any Party to maintain a condition of safety in relation to the Distribution System.

“Facility” means the equipment, facilities and other assets used for the purposes of the distribution of electricity owned by the Customer and located at _____, including and the Customer’s primary Transformer Station referred to in Schedule B.

“Force Majeure Event” in respect of a Party, means any event or circumstance, or combination of events or circumstances: (a) that is beyond the reasonable control of that Party; (b) that adversely affects the performance by the Party of its obligations under this Agreement; and (c) the adverse effects of which could not be foreseen and prevented, overcome, remedied or mitigated in whole or in part by the Party through the exercise of due diligence and reasonable care, provided however that the lack, insufficiency or non-availability of funds shall not constitute a Force Majeure Event.

“including” means including without limitation, and “includes” means includes without limitation.

“Isolated” means a condition in which electrical equipment is disconnected or separated from sources of energy by industry accepted devices and procedures.

“Party” includes a Party’s successors and permitted assigns.

“Supporting Guarantee” is a guarantee issued in support of a Work Permit(s) and/or another Supporting Guarantee(s). It certifies that an isolated or isolated and de-energized condition exists at points under the control of the Issuer of the Supporting Guarantee.

“Term” shall have the meaning set out in Section 13.1.

“Work Protection” is a state or condition whereby an isolated state or condition has been established for work to be performed on specified equipment.

ARTICLE 17 (If Applicable)

IN WITNESS WHEREOF the Parties hereto by their duly authorized representatives have executed this Agreement as of the date first written above.

ALECTRA UTILITIES CORPORATION

Name:

Title:

I have authority to bind the Corporation.

Name:

Title:

I have authority to bind the Corporation.

APPENDIX 1

SCHEDULE A

CONNECTED GENERATION (IF APPLICABLE)

VERIFICATION OF PROTECTION AND CONTROL SYSTEMS AND DEVICES

1. The _____ volt transfer system that may impact on the Distribution System shall be re-verified every four years by the Customer
2. The Customer shall provide Alectra Utilities with at least seven days' notice of the re-verification of the _____ volt transfer system and shall provide to Alectra Utilities documentation confirming that the re-verification has been completed. Alectra Utilities, in its discretion, may elect to supervise the testing, and the Customer shall provide access for such supervision.
3. Specific protections to be observed and/or confirmed initially and during re-verification:
 - All line and transformer protections which may trip the primary utility service.
 - Confirmation that transfer equipment settings submitted, and accepted by Alectra Utilities, are applied to the following protections:
 - a) over/under voltage;
 - b) over/under frequency;
 - c) line/feeder protection; and
 - d) line and feeder protection – in loss of utility supply condition.

SCHEDULE B

SECTION 1

OWNERSHIP AND JURISDICTION

- 1.0 During normal operation of our Distribution System Alectra Utilities will provide electrical service from its _____ feeder to the customers' switch _____. Alectra Utilities owns the _____ feeder up to and including the primary cable that connects on the line side of Customer owned switch _____ dead end framing at Customer Owned pole _____ at _____ in Brampton, Ontario.
- 1.1 The Customer owns all equipment downstream from pole #_____ at _____ and Switch _____.
- 1.2 Each Party shall have exclusive jurisdiction over the operation and control of its own assets except as otherwise set out in this Agreement.
- 1.3 Alectra Utilities shall, at all times, have unfettered control of the _____ feeder, the _____V primary load break switches identified in 1.1, and the disconnects in the Customer's 347/600V metal enclosed switchgear. The Customer must provide Alectra Utilities with any Customer assigned nomenclature.
- 1.4 Alectra Utilities owns revenue class metering equipment at the Customer's Facility, consisting of current transformers, voltage transformers, and remote interrogation metering.
- 1.5 Alectra Utilities has Operating Control of, and provides operating instructions to, the Customer regarding its connection or separation from the Distribution System.
- 1.6 The Customer owns and operates a primary Transformer Station complete with secondary transfer scheme.
- 1.7 Alectra Utilities provides, and subject to the other provisions of this Agreement shall throughout the Term continue to provide, the Customer with electrical supply from the _____ feeder.

SCHEDULE B

SECTION 2

EMERGENCY OPERATING PROCEDURES

- 2.0 During an Emergency, either Party may take whatever immediate action is reasonably necessary in the circumstances or it is qualified to perform, to safeguard life and property. The Party taking action in an Emergency shall report such action to the other Party as soon as reasonably possible. For greater certainty, at the Facility, Alectra Utilities may be required to open the Customer's switches # _____ (connecting the Facility to the Distribution System) to protect the stability of the Distribution System during an Emergency, and such action may be taken without prior notice to the Customer and Facility Operator only if the urgency of the situation does not permit such notification, provided that when Alectra Utilities reports such action to the Customer as required hereunder it shall provide the Customer with an estimate of the timing for the closing of any switches opened due to the Emergency, such estimate to be updated by Alectra Utilities from time to time promptly after it receives information in that regard. Alectra Utilities shall, as soon as it is safe to do so, close any switch that was opened due to an Emergency, notify the Customer a reasonable period of time prior to closing such switch, and if requested to do so by the Customer, coordinate the timing of such closing of such switch with the Customer.

SCHEDULE C
SINGLE LINE DIAGRAM

**THE CUSTOMER MUST INSERT REVISED SINGLE LINE DIAGRAM TO SHOW
UPDATED NOMENCLATURE. DIAGRAM MUST SHOW DEMARCATION POINT(S).**

SCHEDULE D

CONTACTS

Daily Operational:

Alectra Utilities

Control Centre (24 hr.): 905-840-6300 ext. 7250
Control Centre Supervisor: 905-840-6300 ext. 5529
Control Centre Facsimile: 905-452-5536

Contact Information

Control Room (24 hr.):

Maintenance Manager: _____

Plant Manager: _____

Other (Specify Name and Designation): _____

CUSTOMER ACCOUNT INFORMATION

Account Number:

Type of Business: