

CCC-1

**Reference: Exhibit 1, Tab 1, Schedule 4, page 3
Exhibit 3, Tab 1, Schedule 1, page 3**

The evidence indicates that the OEB did not approve incremental capital funding in the 2020 rate application and that Alectra reduced its planned capital expenditures over the 2020-2024 period following the OEB’s Decision:

- 1) Please set out the funding sought in the 2020 rate application and the revised 2020-2024 budget for cable renewal/refurbishment following the reductions;**
- 2) Please describe, in detail, the process Alectra used to reduce its planned capital for the period 2020-2024;**
- 3) What was Alectra’s approved and actual ROE in 2020 and 2021?**

Response:

- 1) Table 1 provides the DSP capital expenditures for cable injection and cable replacement for 2020 to 2024 compared to the Adjusted Capital Plan (i.e., the Adjusted Capital Plan includes actuals for 2020 and 2021, a forecast for 2022, and the budget for 2023 and 2024).

Table 1 – Comparison of DSP to Actual/Adjusted Capital Plan (\$MM)

Cable Injection/Replacement	Actual 2020	Actual 2021	Forecast 2022	Budget 2023	Budget 2024
DSP	48.0	61.1	68.3	74.2	81.0
Actual/Forecast, with ICM	46.9	39.0	40.4	60.5	65.9

- 2) Please see Alectra Utilities’ response to 1-Staff-17 b).
- 3) Alectra Utilities’ deemed (approved) ROE is 8.95%. Alectra Utilities’ actual Reporting and Record Keeping Requirements (“RRR”) ROE in 2020 and 2021 was 4.80% and 6.18%, respectively.

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Reference: Exhibit 1, Tab 1, Schedule 4, page 5

Please set out the cable replacement and cable injection budgets for 2023 and 2024 as set out in the original DSP. Please set out the current budgeted amounts for cable replacement and cable injection investment in 2023 and 2024.

Response:

1 Table 1 below provides the DSP budgeted amounts for 2023 and 2024 for cable replacement and
2 cable injection. Table 2 provides the current budgeted amounts for 2023 and 2024 for cable
3 replacement and cable injection.

4 **Table 1 – DSP Cable Injection and Cable Replacement in 2023 and 2024 (\$MM)**

DSP Plan	2023	2024
Cable Injection	\$ 21.5	\$ 23.5
Cable Replacement	\$ 52.7	\$ 57.5
Total Cable Renewal	\$ 74.2	\$ 81.0

5

6 **Table 2 – Cable Injection and Cable Replacement Budget in 2023 and 2024 (\$MM)**

Budget, incl. ICM	2023	2024
Cable Injection	\$ 23.0	\$ 27.2
Cable Replacement	\$ 37.5	\$ 38.7
Total Cable Renewal	\$ 60.5	\$ 65.9

7

CCC-3

Reference: Exhibit 1, Tab 4, Schedule 4, page 6

The evidence states that, “The average customer hours of interruption due to direct-buried cable and cable accessories increased by 10% over the 2019 to 2021 period, compared to the 2016 to 2018 period.” Do these interruptions affect all customers or are some rate classes affected more? Please explain. Which customers are most affected by these outages?

Response:

- 1 As provided in Exhibit 3, Tab 1, Schedule 4, p.3, a typical cable failure impacts all the customers
- 2 in the vicinity of the outage connected to the same main feeder. Figure 18 in this Exhibit shows a
- 3 map of 5,087 customers affected by a cable fault in Mississauga in April 2021. Both residential
- 4 and commercial customers were impacted by the outage. Although the type of customer impacted
- 5 depends on the location of the outage, generally, both residential and commercial customers are
- 6 impacted by an outage. However, with respect to the volume of customers impacted, residential
- 7 customers are impacted more than other customer classes.

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Reference: Exhibit 2, Tab 1, Schedule 1, pages 5-7 & pages 13-15

Please explain why Alectra calculates the materiality threshold by Rate Zone and not for Alectra as a whole. Please explain why Alectra determines project-specific materiality by looking at the overall capital budget for Alectra in 2023 and 2024. If an electricity distributor does not have separate Rate Zones how is the ICM materiality threshold calculated?

Response:

1 Alectra Utilities' calculation of the materiality threshold and determination of project-specific
2 materiality is in accordance with the OEB's *Report of the Board New Policy Options for the*
3 *Funding of Capital Investments: The Advanced Capital Module*, dated September 18, 2014 and
4 the subsequent *Report of the OEB New Policy Options for the Funding of Capital Investments:*
5 *Supplemental Report* (collectively referred to as the ICM Report), dated January 22, 2016.
6
7 The calculation of the materiality threshold is outlined at p.19 of the Supplemental Report. The
8 materiality threshold for the PowerStream and Enersource RZs has been calculated using the
9 Board-approved rate base and depreciation amounts from each predecessor utilities' last
10 rebasing application. Alectra Utilities is in a rebasing deferral period, and as such, there are no
11 Board-approved rate base and depreciation amounts for the merged entity. The growth rate
12 calculation in the materiality threshold formula is equal to the change in revenue based on 2021
13 actual billing determinants divided by PowerStream and Enersource's OEB approved billing
14 determinants from their last respective rebasing applications. The inputs to the ICM model are
15 specific to each rate zone and OEB-approved amounts from the predecessor rebasing
16 applications. In Alectra Utilities' 2021 rate application (EB-2020-0002), AMPCO submitted that it
17 is no longer appropriate for Alectra Utilities to calculate individual ICM materiality thresholds. At
18 p.62 of the Decision, the OEB stated that "it is still appropriate to consider the materiality threshold
19 for each RZ, as rates are established on a RZ basis, not a consolidated basis". Also, at p.62 of
20 the Decision, the OEB stated "the OEB accepts Alectra Utilities' calculations for the ICM
21 materiality threshold based on the OEB's ICM formula in the ACM Report."

1 As summarized in Exhibit 2, Tab 1, Schedule 1, p.4 and in the OEB's September 2014 ICM
2 Report, p.17, the project-specific materiality test provides that minor expenditures, in comparison
3 to the overall capital budget, should be considered ineligible for ICM treatment. In the OEB's
4 Decision in Alectra Utilities' 2018 rate application (EB-2017-0024), at p. 23 of the Decision, the
5 OEB stated that "this second test is whether a specific project is significant in comparison to the
6 overall capital budget for Alectra Utilities, not individual rate zones." Further, at p.63 of the
7 Decision in Alectra Utilities' 2021 rate application, the OEB stated that it "confirms that project-
8 specific funding amounts were considered relative to the Alectra Utilities' 2021 total capital budget
9 of \$250.3 million across all RZs."

10

11 The calculation of the materiality threshold for all utilities, including utilities without separate rate
12 zone is in accordance with the ICM report as outlined above.

13

14 Alectra Utilities' materiality threshold calculation and assessment of the project-specific materiality
15 test in this application are in accordance with the OEB's ICM Policy.

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Reference: Exhibit 2, Tab 1, Schedule 1, page 9

The evidence states, “Based on the engineering assessment, Alectra Utilities identified 20 high priority projects in the Enersource RZ and 32 high priority projects in the PowerStream RZ on the verge of cascading failures with an urgent need for renewal. Of these 52 projects, base funding was sufficient to address 24 cable renewal projects. Alectra Utilities is requesting CM funding for the next 28 high priority cable renewal projects in need of urgent cable renewal in these two RZs (17 projects in the PowerStream RZ and 11 projects in the Enersource RZ).”

- 1) Please explain how Alectra determines which projects are paid for through “base funding” and which projects are funded through ICM funding;**
- 2) Please provide a complete list of all 28 projects and the budget for each project;**
- 3) Please explain how Alectra defines a project that is eligible for ICM funding;**
- 4) Alectra has identified 28 high priority cable renewal projects. Please explain the extent which Alectra has deferred other projects in light of the need to proceed with the 28 urgent projects.**
- 5) Please indicate whether Alectra undertakes its capital planning process as a utility as a whole or whether capital planning is done for each rate zone.**

Response:

- 1 1) Please see Alectra Utilities’ response to SEC-9.
- 2
- 3 2) A list of the 28 proposed ICM projects and budget for each project is provided at Exhibit 3,
- 4 Tab 1, Schedule 4, page 8, Table 28.
- 5
- 6 3) As provided in Exhibit 2, Tab 1, Schedule 1, in order to be eligible for incremental capital, an
- 7 ICM claim must be incremental to a distributor’s capital requirements within the context of its
- 8 financial capacities underpinned by existing rates; and satisfy the eligibility criteria of
- 9 materiality, need and prudence, as set out in the *Report of the Board New Policy Options for*

1 *the Funding of Capital Investments: The Advanced Capital Module*, dated September 18,
2 2014 and the subsequent *Report of the OEB New Policy Options for the Funding of Capital*
3 *Investments: Supplemental Report* (collectively referred to as the ICM Report). In addition to
4 the ICM report, Alectra Utilities was also guided by the requirements in the OEB's February
5 10, 2022, Letter re: *Incremental Capital Modules During Extended Deferred Rebasing*
6 *Periods*. Details on how the proposed ICM investment in the PowerStream and Enersource
7 RZ satisfy the OEB's eligibility criteria are detailed on pp. 1-20 of Exhibit 2, Tab 1, Schedule
8 1.

9
10 4) Please see Alectra Utilities' response to 1-Staff-17 c) i).

11
12 5) Alectra Utilities undertakes its capital planning for the utility as a whole to address the needs
13 of the system as a whole in consideration of the identified priorities and preferences of Alectra
14 Utilities' customers and a range of other planning considerations.

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Reference: Exhibit 4, Tab 1, Schedule 1, Attachment 12

Please provide the Terms of Reference for the Guidehouse Assurance Review. Was this work subject to an RFP process? If not, why not?

Response:

- 1 Alectra Utilities completed a Request for Price and Delivery (“RFPD”) for the Assurance Review.
- 2 Three vendors were selected to bid on the engagement. Alectra Utilities has included as
- 3 Attachment 1, the RFPD issued to the proponents.

CCC-6

**Attachment 1
Request for Price and Delivery**

REQUEST FOR PRICE AND DELIVERY (RFPD)



Dear Valued Supplier / Vendor:

Alectra Utilities Corporation (“**Alectra**” or “**We**”), through this Request, invites you to submit a quotation for the delivery of good(s) and/or service(s) described below, beginning on page 3.

1. Your quotation:
 - (a) must be delivered by e-mail to the Alectra contact identified below BEFORE the time and date noted on page 3; and
 - (b) must be firm and irrevocable and open for acceptance by Alectra for sixty (60) days.

Late quotations will be considered at Alectra’s sole discretion.

2. Please ensure that your quotation incorporates and takes into account and includes all costs and other charges related to the delivery of the good(s) and/or services(s) described below, and that the price(s) quoted is/are all-inclusive and represent the total cost to Alectra, excluding only HST.
3. PLEASE NOTE: You are solely responsible, at your own cost, to perform your own independent research and due diligence relating to all existing conditions, circumstances and limitations affecting the delivery of the good(s) and/or service(s) described below, and all other matters related to this Request. No allowances will be made for additional costs and no claims will be considered if actual conditions differ from those anticipated by you.
4. Alectra intends to select the supplier / vendor that, in Alectra’s sole discretion, provides the best value to Alectra for the delivery of the good(s) and/or service(s) described below, and we may select more than one supplier / vendor.
5. If we decide to accept your quotation we will issue a purchase order which will include the Alectra Standard Terms and Conditions in the PDF form embedded below. The purchase order, if and when issued, will be the contract and will govern the relationship between us. NOTHING IN YOUR QUOTATION SHALL ALTER OR VARY OR AMEND any of the terms of the purchase order, and any such provisions in your quotation are of no force and effect. The purchase order can only be amended in accordance with its terms.
6. We reserve the right to do any or all of the following, in our sole discretion, and for any or no reason:
 - (a) reject the whole or any part of your quotation;
 - (b) accept the whole or any part of your quotation;
 - (c) accept a quotation, in whole or in part, submitted by more than one supplier / vendor;
 - (d) cancel this Request at any time before issuing a purchase order;
 - (e) not issue a purchase order to you, even if your fees, rates and/or prices quoted are the lowest.

7. Alectra does not intend to create any contractual relations or obligations as a result of issuing this Request or receiving, reviewing or considering any quotation submitted in response. No person will acquire any legal or equitable rights or privileges against Alectra,

REQUEST FOR PRICE AND DELIVERY (RFPD)



and Alectra shall not be obligated in any manner whatsoever to any person, unless and until Alectra issues a purchase order, and the parties will then be governed by and will be subject to the terms of the purchase order.

All questions and other communications with Alectra regarding this Request are to be sent by e-mail to the Alectra contact identified below.

We look forward to receiving your quotation.

Sincerely,

Alectra Utilities Corporation

Incl: Alectra Inc. Purchase Order Terms and Conditions PDF (embedded below)



Alectra Inc. Purchase
Order - Terms and Cc

REQUEST FOR PRICE AND DELIVERY (RFPD)



SUBMISSION FORM

Re: **Insert RFPD Name**

Date: **Insert RFPD Issue Date**

Dear Valued Supplier / Vendor:

Further to page 1 and 2 of this Request for Price and Delivery (“RFPD”), Alectra invites you to submit a quotation for the delivery of good(s) and/or service(s) described below. Please return the completed quotation to the Alectra contact identified below before **6 p.m.** on **December 26**.

Complete the Submission Form and submit it along with any accompanying documents to the Alectra contact.

SUPPLIER INFORMATION AND ACKNOWLEDGMENTS

[THIS SECTION TO BE COMPLETED BY THE SUPPLIER]

SUPPLIER NAME:	
SUPPLIER CONTACT NAME AND TITLE:	
EMAIL:	
TELEPHONE:	

We (the supplier / vendor) understand and acknowledge that if we wish to deliver good(s) and/or service(s) to Alectra, we acknowledge and agree that:

- YES, we declare that we have reviewed and accept the Alectra Standard Terms and Conditions and agree that the purchase order, if and when issued, will be the contract that will govern the relationship between us and Alectra. NOTHING IN OUR QUOTATION SHALL ALTER OR VARY OR AMEND any of the terms of the purchase order, and any such provisions in our quotation are of no force and effect. The purchase order can only be amended in accordance with its terms.
- NO, we do not agree that the purchase order, if and when issued, will be the contract that shall govern the relationship between us and Alectra. We further understand that any changes to the Alectra Standard Terms and Conditions or introduction of any other terms and conditions will result in Alectra not selecting our quotation.

REQUEST FOR PRICE AND DELIVERY (RFPD)



RFPD PARTICULARS

The RFPD is broken down into two parts: Part A (Fixed Price) report and Part B (Time and Material) Hearing support. Scope for each is outlined below:

Part A

Scope of work shall include the following items:

- 1) Assurance Review of Alectra Utilities capital planning and budgeting process
- 2) Assurance Review of the capital investment optimization process, incorporation of customer preference and methodology of strategic adjustments made to the pacing of investments
- 3) A written report documenting the consultant's expert opinion on Alectra's reasonableness of the process, inputs, and assumptions used to develop the proposed 5 year investment plan including appropriateness of the level of investment.
- 4) The report shall include comparison of Alectra Utilities budgeting process to industry best practices in distribution utilities.

The consultant will be provided/have access to:

- 1) The DSP which outlines the capital budgeting and optimization process
- 2) Updated Narratives (Appendices A01 – A20 of the DSP) which outline and updates from the DSP
 - a. As they become available unless Alectra deems otherwise
 - b. Business cases for material projects
- 3) SME's in Asset Management (other Business Units/Divisions/Departments as required)
 - a. Including access for clarifications on evidence
 - i. Completed remotely

Deliverables:

- 1) The consultant will inform Alectra of critical findings as soon as they are discovered
- 2) Weekly progress status, a draft report and final report

Part B

Scope of work shall include the following items:

- 1) Support for Interrogatories to question on the report posed
 - a. Timeline for deliverables will be set based on timelines set by the OEB
- 2) Support During Defence of the Rate Application relating to Assurance Review
- 3) Witness Testimony (if required) of the Rate Application relating to Assurance Review

SERVICE(S) CATEGORY			
Service	Description	Total Fixed Price (indicate if the price is inclusive of HST)	Delivery Date
Consulting Services	Third Party Independent Assurance Report Reviewing Alectra Utilities Capital Portfolio adhering to the Scope described in RFPD Particulars		January 31, 2022

REQUEST FOR PRICE AND DELIVERY (RFPD)



Service	Description	Hourly Rate
Consulting Services	Support During Interrogatory Process	
Consulting Services	Support During Hearing Preparation	
Consulting Services	On stand witness support	

All prices submitted incorporate and take into account and include all costs and other charges related to the delivery of the good(s) and/or services(s) described above, and the prices quoted are all-inclusive and represent the total cost to Alectra, excluding only HST.

Bidders are requested to provide supplemental information on the following with this document:

Part A

- 1) List of similar projects related to ICM, DSP, or rate filings with other utilities, and the nature of the work.
- 2) List of the team completing the technical review along with a write up on their experience and qualifications.

Part B

- 1) List of the individual(s) how would be performing the on stand witness testimony, including a summary of their experience and qualifications
- 2) Case numbers, appearance date, transcript details (if publicly available do not worry about attaching we can obtain them) for each individual listed in 1 above that will be taking the stand.

Work is to commence no later than January 4, 2022 and the final report shall be submitted no later than 2pm January 31, 2022.

Selection of the winning bidder will be completed based on a combination of technical ability to complete Part A as well as the witness and their representation to regulators in Part B. Scheduled adherence and price of the services will be used as secondary factors to bidder selection.

Sincerely,

Richard Bassindale

Alectra contact for this RFPD

ALECTRA CONTACT	Richard Bassindale
ALECTRA TITLE:	Manager, Capital Investment Planning
EMAIL:	richard.bassindale@alectrautilities.com
TELEPHONE:	905-807-2826

STANDARD TERMS AND CONDITIONS

1. **General:** These Standard Terms and Conditions, together with the Purchase Order (on the reverse), constitute the entire agreement between the provider of goods and/or services under this agreement (the “Vendor”) and Alectra Inc. and/or its Affiliate(s) (as defined in the *Business Corporations Act* (Ontario)) (“Alectra”) (the Standard Terms and Conditions and the Purchase Order are collectively the “Agreement”). This Agreement does not supersede any prior written agreement between Alectra and the Vendor. In the event of any conflict or inconsistency between this Agreement and an agreement in writing, the agreement in writing shall prevail except for Sections 2 and 3 below. In the event there is no agreement between Alectra and the Vendor other than this Agreement then this Agreement will prevail, and the Vendor’s commencement of the performance of the terms of this Agreement, including delivery of all or part of the goods and/or services shall be deemed to conclusively evidence the Vendor’s agreement and acceptance of this Agreement. No modification or amendment to this Agreement shall be binding on Alectra unless agreed to in writing.
2. **Price and Invoicing:** The price shall be as specified in the Purchase Order and unless otherwise specified in the Purchase Order the terms of payment shall be in Canadian dollars F.O.B, Alectra’s location, and shall represent the total cost to Alectra, including, without limitation, all applicable taxes, duties and delivery costs. If no price is stipulated in this Agreement the price must not exceed the last previous quotation made by the Vendor to Alectra for the same goods and/or services. The Vendor must render an invoice, with the bill of lading attached, on the same day that shipment is made. Where the goods are shipped from outside Canada, four (4) properly certified copies of Form CII, Canada Customs Invoice must be submitted.
3. **Delivery of Goods/Services:** All goods/ or services supplied will be subject to final inspection and approval by Alectra, notwithstanding prior payment. Alectra may reject any goods and/or services not in conformity with the terms of this Agreement. The goods are subject to inspection and approval, following delivery for a period of not less than sixty (60) days notwithstanding prior payment. In the event any of the goods are rejected by Alectra, in its sole discretion, Alectra is entitled to return such goods at the Vendor’s expense and the Vendor shall credit Alectra accordingly within fifteen (15) days of return of the goods. Notwithstanding delivery of the goods, title to the goods remain with the Vendor until Alectra has inspected and approved of the goods or sixty (60) days has passed after delivery without Alectra rejecting the goods. All goods shall be securely packed for shipment, with a packing slip enclosed. The Purchase Order number must be clearly marked on all packages, invoices and correspondence.
4. **Representatives and Warranties:** The Vendor expressly represents and warrants that: (a) all goods and/or services it supplies will conform to the specifications in this Agreement and will be fit and sufficient for their intended purpose, merchantable, and free from defects in material and workmanship; (b) it is the absolute beneficial owner of the goods, with good and marketable title, free and clear of all liens, charges, encumbrances or rights of others and is exclusively entitled to possess and dispose of the same; (c) the services shall be performed in a professional, diligent and competent manner and shall meet or exceed those standards generally observed by reputable and competent members of the same industry providing similar services; (d) it is an expert, trained, equipped and capable in providing the services and shall only use reliable, qualified and competent persons, as that term is defined in the *Occupational Health and Safety Act* (Ontario), to perform the services; and (e) it is in compliance with and has paid, and will continue to pay, all assessments and other amounts owing pursuant to the *Workplace Safety and Insurance Act*, (1997) (Ontario). These warranties are in addition to all other warranties specified in the Purchase Order or implied by law and shall survive acceptance and payment.
5. **Liabilities and Indemnification:** The Vendor shall be liable for and shall indemnify, defend and hold harmless Alectra and its Affiliates and each of their respective Representatives from and against all loss, damage or injury and all actions, claims, losses, damages, costs, expenses, obligations and liabilities arising out of any breach of the Vendor’s obligations under this Agreement, any breach of applicable laws by the Vendor or its Representatives and /or any of the acts or omissions of the Vendor or any of its Representatives, whether negligent or otherwise. Notwithstanding any other provision of this Agreement Alectra shall not be liable to the Vendor or Vendor’s Representatives or any third party for indirect, special, consequential, incidental or punitive damages arising directly or indirectly from any breach of this Agreement or from any acts or omissions of its Representatives which may give rise to any liability (whether in tort, including for negligence, strict liability or under any other theory of legal liability). In no event shall the aggregate liability of Alectra exceed the purchase price herein. “Representatives” means either Alectra’s or Vendor’s and their respective Affiliates officers, directors, employees, managers, shareholders, advisors, subcontractors, contractors and agents.
6. **Insurance, Permits and Applicable Laws:** The Vendor shall, at its sole expense, obtain and maintain during the term of this Agreement, all permits, insurance coverage, licenses and approvals required by law or reasonably warranted to protect the goods and/or services and perform its obligations under this Agreement. The terms and conditions of this Agreement shall be carried out in strict compliance with all applicable laws.
7. **Privacy Compliance:** As used herein, “Personal Information” shall have the meaning as defined in the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) (MFIPPA). Without limiting the generality of Section 6 above, the Vendor shall comply with the *Personal Information Protection and Electronic Documents Act* (Canada), MFIPPA and any other applicable privacy legislation (collectively the “Privacy Laws”) with respect to any Personal Information accessed, collected, handled, used or disclosed in connection with this Agreement and shall indemnify, defend and hold harmless Alectra and its Representatives from and against any and all claims, demands, suits, losses, damages, causes of action, fines or judgments (including related expenses and legal costs) they may incur related to or arising out of any non-compliance by Vendor or its Representatives with this Section 7. The Vendor shall promptly notify Alectra in writing upon becoming aware of the loss, theft, or unauthorized access, disclosure, copying, use or modification of any Personal Information.
8. **Confidential Information:** the parties agree and acknowledge that, subject to disclosure required by applicable laws or a court order, the Vendor shall maintain in strict confidence the terms of this Agreement and any and all proprietary and confidential information about the business, operations or customers of Alectra and any of its Affiliates, which it acquires in any form from Alectra by virtue of this Agreement (“Confidential Information”) and will not disclose to any third party or make use of such Confidential Information for itself or any third party without the prior written consent of Alectra. The Vendor shall be responsible for any breach of this Section 8 by it or any other person to whom it discloses any Confidential Information. Alectra shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with any breach of Vendor’s obligations pursuant to this section. Upon termination of this Agreement, or upon ten (10) days prior written notice from Alectra requesting return of Confidential Information to Alectra without retaining any copies thereof. For greater certainty, any Confidential Information which is also Personal Information shall be subject to the provisions of Section 7 of this Agreement.
9. **Termination:** If the Vendor fails to meet any material obligation of this Agreement, Alectra may, by written notice of default to the Vendor, and upon expiry of ten (10) days following notice without remedy, terminate this Agreement in whole or in part, and Alectra may in its discretion obtain goods and /or services similar to that terminated and the Vendor shall be liable to Alectra for all losses and costs that Alectra may incur as a result. Alectra shall also have the right to terminate this Agreement, for any reason upon thirty (30) days prior written notice. The termination of this Agreement shall not affect any rights or obligations which may have occurred prior to the termination or the event giving rise to the termination.
10. **Subcontracting:** The Vendor may only subcontract any of the services or the manufacture or delivery of any goods under this Agreement with the prior written consent of Alectra. If subcontracting is permitted, the Vendor shall enter into agreements with such subcontractors to require them to perform the services and manufacture or deliver the goods in accordance with all applicable laws and the terms of this Agreement and the Vendor shall be liable for any acts or omissions of such subcontractors as if such acts or omissions were those of persons directly employed by the Vendor. The Vendor agrees to incorporate the terms of this Agreement into all subcontract agreements with its subcontractors. Any subcontract shall not relieve the Vendor from any of its obligations or liabilities under this Agreement.
11. **Assignment:** Save and except for Alectra’s right to assign this Agreement to any of its Affiliates, neither party may assign this Agreement or any of its rights or obligations hereunder, in whole or in part, without the prior written consent of the other party, which consent may not be unreasonably withheld. This Agreement shall enure to the benefit of and shall be binding on and enforceable by the parties and their respective successors and permitted assigns.
12. **Governing Law:** This Agreement shall be governed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The parties irrevocably attorn to the jurisdiction of the courts of Ontario with respect to any matter arising under or related to this Agreement.
13. **Miscellaneous:** (i) Any term that is void, illegal, or unenforceable, is ineffective or severable from this Agreement will not invalidate the remaining terms of this Agreement. (ii) Section 4, 5, 7, 8, 9 and this Section 13 will survive the expiration or termination of this Agreement. (iii) Time is of the essence and the Vendor shall deliver the goods and services in strict accordance with the delivery date, quantity and the requirements as specified in this Agreement and any attached specifications.