



CONTINUOUS SAFETY SERVICES AGREEMENT

Electricity Act, 1998, Ontario Electrical Safety Code, O. Reg. 10/02, Rule 2-006

Agreement With: _____

Address: _____

1. Objective

The Electrical Safety Authority ("ESA") is designated pursuant to Ontario Regulation 89/99 as the authority responsible for electrical safety in the Province of Ontario including the administration and enforcement of the Electricity Act, 1998, C. 15 and the Ontario Electrical Safety Code, Ontario Regulation 164/99 as amended 10/02 (the "OESC").

Rule 2-006 of the OESC provides for periodic inspection of electrical installations in prescribed circumstances. ESA offers periodic inspection services through a program known as Continuous Safety Services. ESA will provide a program to assist the Customer in meeting its due diligence, risk management and quality control obligations and objectives in respect of electrical safety in accordance with the terms and conditions of this Agreement.

2. Scope of Work

2.1 Electrical Systems & Equipment

The following electrical systems at the facility or facilities (the Facility or Facilities) listed in Schedule "B" to this Agreement are covered by the provisions of this Agreement:

- (a) panels and distribution systems
- (b) service and electrical equipment
- (c) building and general wiring; and
- (d) like-for-like or equivalent retrofits of components of the equipment and systems included in subsections (a), (b) and (c) of this section 2.1.

2.2 Excluded Systems & Equipment

Unless otherwise provided in a schedule to this Agreement, the following are not covered under this Agreement unless specifically provided in Schedule "A" or Schedule "C" (if applicable) to this Agreement:

- (a) safety training courses;
- (b) field evaluation (product approvals);
- (c) design review and consultation for renovation or new construction; and
- (d) new or retrofit equipment that alters electrical system size, characteristics, capacity or power consumption.

2.3 Scheduled Inspections

ESA will establish, in consultation with the Customer, a schedule of inspections for the Facilities which will include a visual review of the electrical systems and equipment in the Facilities and the work done, from time to time, on the electrical systems and equipment. Electrical hazards, deficiencies and work which does not comply with the OESC, as identified during scheduled inspections will be reported to the Customer.

2.4 Record of Electrical Work

ESA will assist the Customer in setting up a Record of Electrical Work to facilitate compliance with Rules 2-003 and 2-006 of the OESC.

2.5 Code Interpretation and Advice

Within thirty (30) days of the commencement date of this Agreement, ESA will provide the Customer with the latest edition of the OESC as indicated in "Schedule A". Code Bulletins, Flash Notices and amendments to the OESC will also be provided to the Customer as they become available.

In the course of performing scheduled inspections, ESA will advise the Customer on compliance with the requirements of the OESC. The Customer will also have access to an ESA Technical Advisor during ESA's normal business hours.



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3. Service Delivery

3.1 Inspection Staff

All work will be performed in a diligent and professional manner by fully qualified electrical inspectors employed by ESA. ESA will assign a primary and a backup inspector for each Facility.

3.2 Hours of Service

Unless otherwise agreed in writing, all services will be performed during ESA's normal service delivery hours of 8:00 a.m. to 4:30 p.m., Monday through Friday, excluding statutory holidays.

3.3 Compliance with Laws, Regulations, Policies and Procedures

ESA inspectors will comply with all applicable laws and regulations including legislation governing workplace health and safety and also with health, safety and other workplace policies, procedures and rules of the Customer. In the event a policy, procedure or rule of the Customer conflicts with a law or regulation, including a provision of the Electricity Act or the OESC, the law or regulation shall prevail.

3.4 Confidentiality

ESA will not disclose any trade secrets or proprietary information of the Customer without the prior written consent of the Customer unless ESA is required to disclose such information for purposes of electrical safety or if required by law to make the disclosure.

3.5 Electrical System & Equipment Stoppage

ESA may, from time to time, require that electrical systems or equipment be stopped or de-energized. ESA will confer with the Customer prior to taking such action except in circumstances where, in the opinion of the ESA inspector, the system or equipment poses a serious safety hazard in which case the ESA inspector may require immediate stoppage or de-energizing of the electrical system or equipment.

3.6 Reporting

ESA shall advise the Customer in writing of all hazards, deficiencies or situations of non-compliance with the OESC identified through the visual inspection process.

4. Customer's Obligations

4.1 Compliance

The Customer shall comply with all provisions of the OESC and this Agreement including the requirements of Rule 2-004 to file applications for inspection for work which is beyond the scope of this Agreement.

4.2 Inspector Access

The Customer will provide reasonable access to the Facility and the electrical systems and equipment in the Facility in order to permit ESA to perform the required inspections pursuant to this Agreement and as required by the Electricity Act, 1998, s. 113 (10).

4.3 Record of Electrical Work

The Customer will maintain a Record of Electrical Work in a format agreed with ESA and will make the Record available to ESA at ESA's request. The Customer will ensure all work within the scope of this Agreement is recorded, including that done by both the Customer's employees or a third party. At the Customer's option, the Customer may use the same Record of Electrical Work to record work outside the scope of this Agreement and for which applications for inspection are filed pursuant to Rule 2-004 of the OESC.

4.4 Correction of Defects

The Customer will ensure all hazards, deficiencies or situations of non-compliance with the OESC identified and reported to the Customer by ESA are remedied as required by Rule 2-018 of the OESC.



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4.5 Reporting of Incidents

The Customer will report to ESA any serious electrical incident as required by Rule 2-007 of the OESC.

5. Fees and Payment

5.1 Fees and Terms of Payment

The Customer agrees to pay ESA the fees set out in Schedule "A" on the terms specified in Schedule "A".

5.2 Suspension of Service

If payment is not made within sixty (60) days of the due date, ESA may, at its option, without notice and without penalty or liability, suspend performance of this Agreement. During any period in which service is suspended, the Customer will be required to comply strictly with OESC Rule 2-004 by filing applications for inspection of all work on electrical systems and equipment in the Facility before or within 48 hours of commencement of the work, regardless of whether such work is within the scope of this Agreement.

6. Term, Renewal and Termination

6.1 Term

This Agreement will commence and expire on the dates shown in Schedule "A"

6.2 Renewal

On expiry this Agreement will be renewed for a further term of one (1) year at the expiry of the original term or any subsequent renewal term unless written notice is given by one party to the other not less than sixty (60) days prior to the original term or the subsequent renewal term as the case may be.

6.3 Termination for Cause

Either party may terminate this Agreement for cause without prior notice in the event the other party becomes bankrupt or insolvent or makes a proposal to creditors. Either party may otherwise terminate this Agreement for cause on five (5) days prior written notice to the other party if the defaulting party has failed to remedy a breach of the Agreement within ten (10) days of written notice of the breach. The Customer will pay to ESA all outstanding fees prorated to the date of termination.

6.4 Partial Termination

In the event the Customer ceases to carry on business in a Facility covered by this Agreement, the Customer may upon thirty (30) days written notice cancel this Agreement in so far as it applies to that Facility. The annual fee will be adjusted based on the work done at that Facility to the date the Agreement ceases to apply to the Facility.

7. Liability and Insurance

7.1 Liability

ESA's liability for injury to persons or damage to property shall be limited to that caused directly by negligence or willful default on the part of ESA or its employees. ESA shall, in no event be liable for indirect or consequential damages

7.2 Force Majeure

ESA shall not be subject to any liability arising or penalty arising from or in connection with the failure to deliver, delay or interruption of service due to weather conditions, fire, accident, work stoppage or slowdown or other reasons beyond the control of ESA.



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7.3 Insurance

ESA will maintain insurance coverage considered appropriate by ESA and its insurance advisors. ESA is designated by Ontario Regulation 561/99 as a Schedule 2 employer under the Workplace Safety and Insurance Act. ESA will, on request, provide certificates of insurance to the Customer.

8. General Provisions

8.1 Entire Agreement

This Agreement, including any Schedules listed below is the entire agreement between the parties and there are no representations, conditions, undertakings or warranties except as expressly contained in this Agreement. Any amendment to this Agreement must be in writing and signed by both of the parties.

Schedule "A" – Fees, Terms and Included Services

Schedule "B" – Facilities

Schedule "C" – Special Provisions *(If Applicable)*

8.2 Non-Waiver

The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of any rights of the party.

8.3 Governing Law

This Agreement shall be governed by, and interpreted in accordance with the laws of the Province of Ontario.

8.4 Assignment

This Agreement may not be assigned without the written consent of both parties.

8.5 Notice

Any notice given under this Agreement shall be in writing and delivered by fax or mailed to the address of the other party shown below. Notice given by fax will be deemed to be received on the date the notice is faxed. Notice given by mail will be deemed to be made on the third day following the mailing of the notice.

The foregoing terms and conditions are agreed to by the parties as evidenced by their signatures to this Agreement.

Customer Signature

ESA Signature

Name (Please Print)

Name (Please Print)

Title

Title

Address

Address

Phone # _____
Date

Phone # _____
Date



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Schedule "A"



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Schedule "B"

SCHEDULE C

The Electrical Safety Authority has made changes to the process for Annual Inspections, now called Continuous Safety Services (CSS). The following is an outline of the revised process.

All District School Board locations will be subject to an annual inspection under the conditions outlined in the Ontario Electrical Safety Code (OESC) and subsequent bulletins and the following addenda.

An annual inspection book will be left in the custodian's office at each location in a holder fastened to the building structure, clearly visible and readily accessible. All Board employees, all contractors and all persons performing any routine electrical maintenance work must record it in the CSS logbook. Contractors must also indicate their company name. For the purpose of this agreement, routine electrical maintenance work will be defined as follows:

- Like for like replacement of equipment or wiring, disconnecting/reconnecting repaired equipment.
- Generally, any electrical service, maintenance or repair necessary to maintain the day-to-day operation of the facility.
- Electrical equipment installed in any addition to or expansion of the premises, new electrical equipment that alters the size, characteristics, capacity or power consumption of Customer's electrical system is not included in this agreement.
- Portable classrooms, after their initial inspection shall be considered as part of the base building
- Allowable, repetitive, electrical maintenance tasks covered under this agreement are specified in the Schedule of Specific Provisions

The ESA inspector shall make inspections at such time and in such manner as the inspection department determines. On arrival at the school, the inspector will check in at the office, provide identification and request to see the Principal or their designate.

The inspector will obtain the CSS logbook and the Principal or their designate shall accompany the inspector and provide access to all areas as requested by the inspector.

The inspector shall inspect, at his discretion, the routine electrical maintenance work recorded in the CSS logbook and make additions/comments as required. The inspector shall tag all equipment that is an immediate hazard and the equipment must be removed from service until repaired. Further to the listed entries, the inspector shall do a walkthrough of the complete facility. Upon completion of the inspection the inspector will leave a copy of the inspection form in the CSS logbook with the principal or their designate. The principal shall initiate repairs for all listed deficiencies using established District School Board procedures. The inspector may leave a notice requiring the repairs completed by a specific date.

The inspector will take the white copy from the CSS logbook for ESA's records. Weekly the inspector shall forward copies of that week's inspections, by fax, mail or electronic transmission, to the Maintenance Supervisor, Electrical .

Please note: Even though all electrical work at each location must be entered in the CSS log book, the annual inspection only covers work performed by District School Board's Maintenance service electrical staff and contractors working under the control of the Maintenance Services Department electrical supervisor, or his designate on an hourly basis. As usual, larger projects or contracted renovations will require the contractor to apply for their inspections. These larger projects and contracted renovations must be entered in the CSS log book along with the permit number and permit applicant's name.

Your co-operation in this matter is appreciated.

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SCHEDULE OF SPECIFIC PROVISIONS

1. ESA will provide services pursuant to this Agreement at the location stated in the Schedule B. ESA will inspect the location(s) noted above once each Agreement year. *Customer will provide a contact name at each location.*

In addition to inspecting routine electrical maintenance work recorded in the on-site log book, the inspector will perform a general visual electrical inspection of the facility when walking through the following areas:

- Electrical room
- Boiler room
- Shops & labs (eg. Unified arts)
- Gymnasiums
- Cafeterias/servery
- Theatre/Stage lighting (where applicable)
- Administrative office(s)

2. This agreement does not provide for additional travel time that might be required for remote locations. This cost may be invoiced separately if required.

3. The following list of routine electrical maintenance tasks will be allowed inspection under the terms of this CSS agreement.

1.	<input type="checkbox"/> Install new receptacles
2.	<input type="checkbox"/> Replace ballasts
3.	<input type="checkbox"/> Replace/repair fractional electric motors
4.	<input type="checkbox"/> Replace relay switches
5.	<input type="checkbox"/> Repair light standards
6.	<input type="checkbox"/> Repair/replace hand dryers
7.	<input type="checkbox"/> Replace Electric motors
8.	<input type="checkbox"/> Replace Controls, thermostats, low voltage wiring
9.	<input type="checkbox"/> Replace heat and smoke detectors
10.	<input type="checkbox"/> Repair/replace fire and school bells
11.	<input type="checkbox"/> Public address system repairs/replacement
12.	<input type="checkbox"/> Replace faulty breakers
13.	<input type="checkbox"/> Replace/install light switches
14.	<input type="checkbox"/> Repair/replace emergency lighting
15.	<input type="checkbox"/> Repair/replace exit lighting
16.	<input type="checkbox"/> Repair/replace security lighting
17.	<input type="checkbox"/> Repair/replace program timer controllers
18.	<input type="checkbox"/> Repair power tools