



CONDITIONS OF SERVICE

EFFECTIVE November 1, 2025

Effective: November 1, 2025

PREFACE

The Distribution System Code (DSC) is a code of conduct for Electricity Distributors licensed by the Ontario Energy Board (OEB) to operate within defined areas of the province. The DSC requires that every distributor produce its own Conditions of Service document. The purpose of this document is to provide a means for communicating the types and level of service available to the Customers within Elexicon's service territory. The DSC requires that the Conditions of Service be readily available for review by the public. The most recent version of the document must be provided to the OEB who will retain it on file for the purpose of facilitating dispute resolutions in the event that a dispute cannot be resolved between the Customer and Elexicon Energy Inc.

Elexicon has followed the Conditions of Service template appended to the DSC along with expanding the contents to encompass local characteristics and other specific requirements.

SECTION 1 - **(Introduction)** and SECTION 2 - **(Distribution Activities (General))** reference services and requirements that are common to all Customer Classes. This section covers items such as Rates, Billing, Hours of Work, Emergency Response, Power Quality, Available Voltages, etc.

SECTION 3 - **(Customer Specific)** references services and corresponding requirements, which are specific to individual Customer Classes. This section covers items such as Service Entrance Requirements, Delineation of Ownership, Special Contracts, etc.

NOTE:

PRINTED COPIES OF THIS DOCUMENT MAY NOT BE THE LATEST. THE MOST CURRENT VERSION IS LOCATED ON THE ELEXICON WEBSITE. (www.elexiconenergy.com)

Revision History

1.0	Original Elexicon Document	October 19, 2020
2.0	Addition of Appendix B – Electric Vehicle Charging Connection Procedure	May 27, 2024
3.0	2025 Updates	November 1, 2025

Table of Contents

SECTION 1 - INTRODUCTION	1
1.1 Identification of Distributor and Service Area	1
1.2 Related Codes and Governing Laws	1
1.3 Interpretation	2
1.4 Amendments and Changes	2
1.5 Contact Information	3
1.6 Customer Rights	3
1.7 Ellexicon Distributor Rights	3
1.7.1 Access to Customer Property	3
1.7.2 Safety of Equipment	4
1.7.3 Operating Control	4
1.7.4 Repairs of Defective Customer Electrical Equipment	5
1.7.5 Repairs of Customer's Physical Structures	5
1.7.6 Automatic Reclosing Equipment	5
1.7.7 Preventative Maintenance Programs	6
1.7.8 Safety	6
1.7.9 Ownership of Distribution Transformers	7
1.7.10 Number of Services to a Property	7
1.7.11 Ability to Transfer Arrears from One Account to Another	7
1.7.12 Miscellaneous	7
1.8 Disputes	8
1.8.1 Dispute Resolution Process	8
SECTION 2 - DISTRIBUTION ACTIVITIES (GENERAL)	9
2.1 Connections	9
2.1.1 Building that Lies Along Definition	9
2.1.2 Expansions/Offer to Connect	10
2.1.3 Connection Denial	11
2.1.4 Inspections Before Connection	11
2.1.5 Relocation of Plant	12
2.1.6 Easements	12
2.1.7 Contracts	13
2.2 Disconnection	14
2.2.1 Non-Payment Disconnection Policies	14
2.2.2 Primary Isolation for Customer Maintenance	17
2.2.3 Secondary Isolation	18
2.2.4 Service Removal	18
2.3 Load Control Devices	18
2.4 Conveyance of Electricity	18
2.4.1 Limitations on the Guarantee of Supply	18
2.4.2 Power Quality	19
2.4.3 Electrical Disturbances	20
2.4.4 Standard Voltage Offerings	20
2.4.5 Voltage Guidelines	21

2.4.6	Backup Generators.....	21
2.4.7	Metering	22
2.5	Tariffs and Charges	26
2.5.1	Service Connections	26
2.5.2	Energy Supply.....	26
2.5.3	Security Deposits.....	27
2.5.4	Billing.....	30
2.5.5	Payments.....	31
2.6	Customer Information.....	32
SECTION 3 - CUSTOMER SPECIFIC.....		34
3.1	Residential.....	34
3.1.1	Residential Point of Demarcation	35
3.1.2	Residential Underground Subdivisions	35
3.1.3	Privately Owned Residential Complexes.....	36
3.1.4	Residential Service – Infill	36
3.2	General Service	36
3.2.1	General Service below 50kW Point of Demarcation	37
3.2.2	General Service (from 50kW to 500kW)	37
3.2.3	General Service (Greater than 500kW up to 3000kW)	37
3.3	General Service – Customer-owned Transformation (over 3000kW)	38
3.3.1	Transformation	38
3.3.2	Location of Service Equipment	39
3.3.3	Access.....	39
3.3.4	Inspection.....	39
3.4	Distributed Energy Resources	39
3.4.1	Net Metered Generators	40
3.4.2	Connection of Micro-Embedded Generation Facilities (10kW and Less).....	40
3.4.3	Connection of Embedded Generation Facilities (above 10kW)	41
3.4.3	DER Not Interconnected	42
3.5	Embedded Market Participant.....	43
3.6	Embedded Distributor	43
3.7	Unmetered Connections	44
3.7.1	Street Lighting	44
3.7.2	Unmetered Scattered Loads	45
3.8	Temporary Services.....	46
3.8.1	Service Requirements	47
3.8.2	Overhead Temporary Service.....	47
3.8.3	Underground Temporary Service.....	47
3.8.4	Temporary Service Costs.....	47
SECTION 4 - GLOSSARY OF TERMS		49
Appendix A-1: Demarcation		54
Appendix A-2: Standard Charges for Various Services.....		56
Appendix B		58
	Electric Vehicle Charging Connection Procedure	58

SECTION 1 - INTRODUCTION

1.1 Identification of Distributor and Service Area

Ellexicon Energy Inc. (Ellexicon) is a Corporation incorporated under the laws of the Province of Ontario to distribute electricity, and is licensed by the Ontario Energy Board (OEB), Licence No. ED-2019-0128 (Distribution Licence) to supply electricity to Customers as described in the Distribution Licence.

Ellexicon may only operate distribution facilities within its Licensed Territory as defined in its Distribution Licence. Additionally, there are requirements imposed on Ellexicon by the various codes referred to in the Distribution Licence and by the *Electricity Act, 1998* and the *Ontario Energy Board Act, 1998*.

Ellexicon operates the following distribution systems within service areas generally defined as noted below. Note that due to development activity, additions to the service area are made from time to time and is subject to change with the OEB's approval. Customers are encouraged to contact Ellexicon to confirm service responsibility, or to enquire about service in areas not specifically listed.

- City of Belleville
- City of Pickering
- Municipality of Clarington – (Bowmanville, Newcastle, Orono)
- Municipality of Port Hope
- Town of Ajax
- Town of Gravenhurst
- Town of Port Perry
- Town of Whitby
- Township of Brock – (Beaverton, Cannington, Sunderland)
- Township of Uxbridge

Maps illustrating the service areas are contained within Ellexicon's Distribution Licence which is available on its website www.ellexiconenergy.com.

Nothing contained in these Conditions of Service or in any contract for the supply of electricity by Ellexicon will prejudice or affect any rights, privileges, or powers vested in Ellexicon by law under any Act of the Legislature of Ontario or the Parliament of Canada, or any regulations thereunder.

1.2 Related Codes and Governing Laws

Ellexicon is limited in its scope of operation by the following codes and regulations:

1. Electricity Act, 1998
2. Ontario Energy Board Act, 1998
3. Distribution Licence
4. Affiliate Relationship Code
5. Transmission System Code
6. Distribution System Code
7. Retail Settlement Code
8. Standard Service Supply Code
9. Relevant Rate Order

In the event of a conflict between this document and the Distribution Licence or regulatory codes issued by the OEB, or the *Ontario Energy Board Act, 1998* and the *Electricity Act, 1998*, the provisions of the

Ontario Energy Board Act, 1998 and the *Electricity Act*, 1998, the Distribution Licence and associated regulatory codes shall prevail. If there is a conflict between a Connection Agreement with a Customer and this Conditions of Service, this Conditions of Service will govern.

When planning and designing for electricity service, Customers and their agents must refer to applicable Provincial and Canadian Electrical Codes, and other applicable federal, provincial and municipal laws, regulations, codes and by-laws to ensure compliance with their requirements. Without limiting the foregoing, the work will be conducted in accordance with the requirements of the latest edition of the Ontario Occupational Health and Safety Act (OHSA), the regulations for construction projects under the OHSA, the harmonized Electrical Utility Safety Rules of the Infrastructure Health & Safety Association's (IHSA) rulebook, and applicable traffic safety and control requirements.

13 Interpretation

Within this Conditions of Service document, unless the context otherwise requires:

- a) Headings, paragraph numbers and underlining are for convenience only and do not affect the interpretation of the Conditions of Service;
- b) Words referring to the singular include the plural and vice versa;
- c) Words referring to a gender include any gender;
- d) Unless otherwise defined in this document, words and phrases shall have the meaning ascribed to them in the *Ontario Energy Board Act* or the *Electricity Act*, as the case may be;
- e) A reference to a document includes any amendment or supplement to, or any replacement of, that document;
- f) An event that is required to occur on or by a stipulated day which is a holiday may occur on or by the next business day.

14 Amendments and Changes

The provisions of this Conditions of Service document and any amendments made from time to time shall form part of any contract made between Elexicon and any connected Customer, Retailer or Generator. This Conditions of Service document supersedes any previous Conditions of Service, oral or written, of Elexicon or any of its predecessors as of its effective date.

In the event of changes to this Conditions of Service document, Elexicon may issue a notice on, or with the Customer's bill or on the Elexicon website. The public notice will include a proposed timeline for implementation of the new Conditions of Service and a means by which public comment may be provided.

A current copy of this document is filed with the OEB as is required by the Distribution System Code.

The Customer is responsible for contacting Elexicon to ensure that the Customer has the latest version, or to obtain the current version of this Conditions of Service document. Elexicon may charge a reasonable fee for any additional copies required by the Customer. The current version of the document is also posted on the Elexicon website and can be downloaded from www.elexiconenergy.com.

1.5 Contact Information

Elexicon Energy Inc.
55 Taunton Road East
Ajax, Ontario, L1T 3V3

Main Office: 905-427-9870 or 1-888-445-2881
Customer Care: 905-420-8440 or 1-888-420-0070
Email: customercare@elexiconenergy.com

Normal Business Hours: 8:30 am – 4:30 pm

Emergency Contact Number: 1-866-579-6819

1.6 Customer Rights

Elexicon shall only be liable to a Customer and a Customer shall only be liable to Elexicon for any damages that arise directly out of the willful misconduct or negligence of:

1. Elexicon in providing distribution services to the Customer;
2. The Customer in being connected to Elexicon's distribution system; or
3. Elexicon or the Customer in meeting their respective obligations under this Conditions of Service, their licenses and any other applicable law.

Notwithstanding the above, neither Elexicon nor the Customer will 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 said liability, loss or damages arise in contract, tort or otherwise.

The Customer will indemnify and hold harmless Elexicon, its directors, officers, employees and agents from any claims made by any third parties in connection with the construction and installation of a generator by or on the behalf of the Customer or the embedded generator.

1.7 Elexicon Distributor Rights

In order to allow Elexicon to practically, and orderly manage its role as the licensed distributor, and in order to be fair and equitable to all Customers, Elexicon has the right to, and will enforce the provisions of this Conditions of Service, as permitted by this document and Elexicon's Distribution Licence. Some general conditions which Customers must follow are noted below.

1.7.1 Access to Customer Property

Elexicon shall have access to the Customer's property in accordance with Section 40 of the *Electricity Act, 1998*. Elexicon may, at reasonable times, enter land on which its distribution system is located,

- (a) to inspect, maintain, repair, alter, remove, replace or disconnect wires or other facilities used to distribute electricity; or
- (b) to install, inspect, read, calibrate, maintain, repair, alter, remove or replace a meter.

Customers shall permit, provide and maintain unobstructed access for Elexicon's employees and agents to Elexicon's equipment that is located on the Customer's property.

Elexicon's employees and agents will exercise reasonable care to limit damage to the Customer's property

that might occur as a result of accessing its equipment for maintenance and repair activities. In so far as is practicable, Elexicon will restore the property to its original condition, and provide compensation for any damages caused by the entry. However, if unobstructed access is not adequately provided to Elexicon's equipment, Elexicon will not be responsible to repair or replace landscaping features, asphalt or paved areas or structures that might be disturbed in the course of making repairs to its equipment on the Customer's property and will assume no risk nor be liable for damages arising from the presence of its equipment on the Customer's property.

1.7.2 Safety of Equipment

The Customer shall comply with the Electrical Safety Authority (ESA) as per the latest revision of the Ontario Electrical Safety Code, to ensure that equipment is installed, properly identified and connected for metering and operation purposes and will take whatever steps necessary to correct any deficiencies in a timely fashion. If the Customer does not take such action within a reasonable time, Elexicon may disconnect the supply of power to the Customer as outlined in Section 2.2.

The Customer shall not build, plant or maintain or cause to be built, planted or maintained, any structure, tree, shrub or landscaping that, in the sole opinion of Elexicon, would or could obstruct the running of distribution lines, endanger the equipment of Elexicon, interfere with the proper and safe operation of Elexicon's facilities, or adversely affect compliance with any applicable legislation.

The Customer shall not use or interfere with the facilities of Elexicon except in accordance with a written agreement with Elexicon. The Customer must also grant Elexicon the right to seal against unauthorized access, any point where a connection may be made on the line side of the metering equipment.

Elexicon will report to ESA any unattended or uncorrected electrical deficiencies or substandard clearances involving Customer-owned equipment which may come to its attention through the normal course of Elexicon's business. Where in the opinion of Elexicon, the deficiency or substandard clearance is of a nature to constitute an immediate threat to Elexicon's equipment, its distribution system, or to public safety, Elexicon reserves the right to disconnect the service or otherwise remove the threat without prior notice. Elexicon will not be liable to the Customer for any damages arising as a result thereof. Elexicon's policies and procedures with respect to the disconnection process are further described in Section 2.2.

Elexicon will request the immediate cessation of, or alteration of, procedures for any work practice or work procedure which in its sole opinion violates the limits of approach to Elexicon's equipment and/or constitutes a threat to Elexicon's equipment or system. Failing a satisfactory response from the constructor involved, or in the event the perceived violation is of a material nature, Elexicon will report the incident to the Ministry of Labour out of due regard for worker safety, public safety, and Elexicon's distribution system security.

1.7.3 Operating Control

The Customer will provide a convenient and safe place, satisfactory to Elexicon, for installing, maintaining and operating its equipment in, on, or about the Customer's premises. Elexicon assumes no risk and will not be liable for damages resulting from the presence of its equipment on the Customer's premises or approaches thereto, or action, omission or occurrence beyond its control, or negligence or willful misconduct of any persons over whom Elexicon has no control.

Unless an employee or an agent of Elexicon, or other person lawfully entitled to do so, no person shall remove, replace, alter, repair, inspect or tamper with Elexicon's equipment.

The distribution equipment used to connect the Customer has been designed based on good engineering

and operating practices and the information provided by the Customer in its application and subsequent correspondence with Elexicon. Deviations outside of the limits imposed by this equipment may result in a disconnection of the Customer's property from Elexicon's distribution system to ensure the safety, reliability and integrity of Elexicon's equipment.

Customers will be required to pay the cost of repairs or replacement of Elexicon's equipment, regardless of whether on public or private lands, which has been damaged or lost by the direct or indirect act or omission of the Customer or its agents.

The physical location on a Customer's premises where a distributor's responsibility for operational control of equipment is defined in the Distribution System Code as the Operational Demarcation Point. The Operational Demarcation Point for different Customer classes and connection types is generally defined in Appendix A-1. Elexicon will in its sole right, define the Operational Demarcation Point for unique connections at the time the connection is made and will endeavour to identify that point by suitable signage on the equipment itself.

1.7.4 Repairs of Defective Customer Electrical Equipment

The Customer will be required to repair or replace any equipment owned by the Customer that may affect the integrity or reliability of Elexicon's electrical distribution system. If the Customer does not take such action within a reasonable time, Elexicon may disconnect the supply of power to the Customer. Elexicon's policies and procedures with respect to the disconnection process are further described in Section 2.2.

1.7.5 Repairs of Customer's Physical Structures

Depending on the Ownership Demarcation Point, the Customer must use an Elexicon approved contractor and the Customer is responsible for providing, maintaining, repairing and replacing, in a location and condition satisfactory to Elexicon all of the civil infrastructure on private property that Elexicon deems necessary to supply electrical service to the Customer. This will include but is not limited to underground duct banks, cable chambers, cable pull rooms, transformer rooms, transformer vaults, transformer pads, tap boxes, hand wells, and junction boxes to house Elexicon's connection equipment.

Any civil infrastructure on private property that has the potential to affect Elexicon equipment (which may include civil infrastructure beyond the examples noted above) must be inspected and accepted by Elexicon and the ESA.

The Customer will inspect its civil infrastructures at regular intervals and where structural defects are noted, will make appropriate repairs as required. Where structural defects to Customer-owned civil infrastructures are identified as a result of Elexicon's inspections, Elexicon will notify the Customer and provide a reasonable amount of time for the Customer to correct the defects. If the Customer does not make corrections within a reasonable time, Elexicon may carry out the repairs at the Customer's expense. In so doing, Elexicon will not be liable to the Customer for any damages other than any damages caused by the entry that cannot be repaired.

1.7.6 Automatic Reclosing Equipment

Elexicon installs the facilities for the automatic reclosing of its circuit breakers in order to safeguard and protect its electrical distribution system. Elexicon may change the reclosing time of these reclosing facilities to meet electrical distribution system conditions without notice and on an as necessary basis.

The Customer will be responsible for providing, at their expense:

- (a) adequate protective equipment for any Customer-owned electrical apparatus and equipment which may be adversely affected by these reclosing facilities; and
- (b) such equipment as may be required for the proper reconnection of any Customer-owned apparatus

and equipment, without adversely affecting the proper functioning of the reclosing facilities.

1.7.7 Preventative Maintenance Programs

Elexicon has in place a variety of programs to help reduce the number of power interruptions and other system disturbances, and to assist the public in conducting work near or around Elexicon's electrical distribution system equipment.

1.7.7.1 Tree Trimming

Elexicon will:

- regularly trim trees and shrub growth away from its overhead system wires and equipment on a cyclic basis;
- trim around all secondary services on the road allowance at no cost;

Customers are to contact Elexicon regarding any tree that appears to be interfering with an Elexicon power line. Elexicon staff will investigate and have the tree trimmed if necessary.

1.7.7.2 Underground Cable Locating

If the Customer will be exposing underground primary cables, charges may apply at Elexicon's discretion for the isolation. If isolation is not practical, then charges may apply for an Elexicon representative to stand by during the Customer's work.

1.7.7.3 Planned Interruptions

From time-to-time Elexicon will find it necessary to interrupt the electrical supply to Customers to allow for the performance of work on its electrical distribution system, or to prevent or eliminate electrical hazards to others. Elexicon will minimize such interruptions as much as practical. When interruptions are necessary, reasonable notice will be provided, and where practical, arrangements may be made with the Customer to minimize any inconvenience.

Notice cannot be given where work is of an emergency nature involving risk of personal injury or damage to equipment or property. Further details provided in Section 2.3.2.3.

1.7.7.4 Residential Customer Isolations

The Customer has the right to have the electric service to their premises disconnected for the purpose of maintenance or upgrade/modification through a proper request to Elexicon given with sufficient advanced notice. Customers will receive one (1) free power interruption per year (rolling twelve months) during normal working hours. Charges may apply at all other times or for additional requests. Elexicon will normally provide one electrical service to each Customer's location at a nominal service voltage.

For the period of the isolation, the Customer will still be required to pay all fixed monthly charges applicable to the service.

1.7.8 Safety

Elexicon has a comprehensive set of safety policies and work practices that their staff is required to comply with in the performance of their work. These policies and practices may limit Elexicon's response to Customer trouble calls under adverse weather conditions. Elexicon reserves the right, in its sole discretion, to suspend repairs to its system until safe working conditions for its staff can be assured. Elexicon's service territory encompasses areas in which travel over water or ice is necessary to reach Customer premises. Elexicon will not permit its staff to travel over water except during daylight hours and in relatively calm

conditions. It also imposes restrictions on travel over ice during freeze up and spring thaw or during any period that ice conditions might be unsafe. Customers in water bound locations should be prepared for delays in Elexicon's response to trouble calls.

1.7.9 Ownership of Distribution Transformers

Except in the case of legacy arrangements under which the Customer owns its transformation facilities and is receiving a transformer ownership allowance:

- Elexicon shall maintain ownership of all distribution voltage transformers with the high voltage rating of 27.6kV and below regardless of location.
- Elexicon will not own transformers located in Customer-owned substations with the high voltage rating of 44kV.

1.7.10 Number of Services to a Property

In general and as more particularly discussed in Section 3- Customer Specific provisions of these Conditions of Service, Elexicon will normally allow/provide only one electrical service to a property. For definition purposes a property is a single parcel of land that has been approved by the Municipality's building department and that has one municipal address. This applies to both new services and those considered for upgrade by the Customer. In circumstances where more than one service is installed to a single property, and any of the services are to be upgraded, the upgraded service will replace all of the existing services.

At the sole discretion of Elexicon the following exceptions may be considered where more than one service may be allowed to a property:

- Large properties where the provision of only one service may be impractical due to the size of the property and/or the distance between facilities located on the property; or
- Commercial, industrial and institutional properties where a second service from another supply point may be required to provide the property an alternate supply rather than a radial supply.
- Commercial or residential properties with multiple individual units where responsibility for establishing an electricity account for service is the responsibility of the unit occupant.

With the exception of an OEB-licensed unit sub-meter provider, Customers may not split or divide the electricity service behind Elexicon's meter to supply separate services (residential or commercial).

1.7.11 Ability to Transfer Arrears from One Account to Another

Elexicon shall have the right to transfer arrears for distribution services, electricity supplied, or other services provided by Elexicon from one account in a Customer(s) name to any other account in that same Customer(s) name irrespective of the rate classification or whether either account is in the name of other person(s) in addition to the Customer.

1.7.12 Miscellaneous

Electrical energy purchased from Elexicon may not be resold by any Customer to a third party. In the case of multi-tenant buildings with bulk metering, the account holder is the Customer and the consumer must pay the total cost of electrical energy consumed in the building. In the cases of multi-tenant buildings with individual metering, the owner shall provide Elexicon a valid floor plan listing unit identifications.

1.8 Disputes

In the event that a dispute occurs, Ellexicon will follow the terms and conditions outlined in Section 10 of the DSC to resolve disputes.

For disputes related to power quality issues, Ellexicon will follow the process established in the Ontario Energy Board's Guide to Addressing Electricity Distribution Power Quality Issues.

1.8.1 Dispute Resolution Process

In the event that a dispute occurs, Customers are encouraged first to contact the employee or person at Ellexicon who provided the service to try to resolve the dispute directly. If no resolution is obtained, Customers should call the Ellexicon Customer Care Centre at 905-420-8440 or toll free at 1-888-420- 0070. A Customer Care Representative will try to help resolve the dispute. However, if that is not possible the dispute will be escalated to the appropriate level within Ellexicon.

In the event that Ellexicon cannot resolve the issue to a Customer's understanding, Customers may submit a formal written complaint. A formal written complaint will be recorded and acted on in accordance with the provisions of, Section 10 of the DSC. For the purpose of formal complaint record keeping, a complaint must:

- Relate to service provided by Ellexicon;
- Be received in writing, either by email or hard copy; and
- Contain an expression of dissatisfaction, or a formal complaint against a party.

Eligible complainants include all consumers and market participants that rely on the services of Ellexicon. These include, but are not limited to electricity consumers, land developers, electricity Retailers, embedded generators and embedded distributors.

Ellexicon is not responsible for handling complaints directed to Retailers. For those complaints, Customers may speak to their Retailer or the Ontario Energy Board.

SECTION 2 - DISTRIBUTION ACTIVITIES (GENERAL)

2.1 Connections

Under section 28 of the *Electricity Act*, Exlexicon has the obligation to either connect or to make an Offer to Connect any building that lies along any of the lines of Exlexicon's distribution system.

Further to Section 3.1.4 of the DSC, Exlexicon defines a Basic Connection for a Residential Customer (based on a 120/240V service size $\leq 200A$) to include the supply and installation of overhead distribution transformation capacity, or an equivalent credit for transformation equipment and up to 30m of overhead conductor, or an equivalent credit for underground secondary service cable. Refer to Appendix A-2 for a description of applicable fixed and variable connection charges for Customers.

Exlexicon Energy will not energize nor will it assume ownership of secondary cables (as defined in Section 2.3.4) that have been installed in the ground but not energized for a period of five (5) years or more.

Required Information

The Customer or its authorized representative shall consult with Exlexicon concerning the availability of supply, supply voltage, service location, metering and any other details. These requirements are separate from and in addition to those of the ESA. Exlexicon will complete a Customer Service Layout/Offer to Connect and confirm, in writing, the characteristics of the available electrical supply and will designate the location of the supply point and metering equipment to the Customer and identify the Operational and Ownership Demarcation Points.

The Customer or its authorized representative shall apply for new, upgraded or temporary electric service in writing by submitting a completed 'Service Request Form'. This form is available on Exlexicon's website. The Customer is required to provide Exlexicon with sufficient information and lead time in order to ensure:

- a) the timely provision of supply to new and upgraded premises; and/or
- b) the availability of adequate capacity for additional loads to be connected in existing premises.

Connection Agreement

Exlexicon in its discretion may require a Customer, generator or embedded distributor to enter into a Connection Agreement with Exlexicon including terms and conditions in addition to those expressed in this Conditions of Service document and as provided for in the DSC.

2.1.1 Building that Lies Along

Definition

For the purpose of this Conditions of Service document, "lies along" means a Customer's property or parcel of land that is directly adjacent to or abuts onto the public road allowance where Exlexicon has distribution facilities of the appropriate voltage and capacity. Refer to Appendix A-2 for a description of applicable fixed and variable connection charges.

Conditions

Under the terms of the DSC, Exlexicon has the obligation to connect (under Section 28 of the *Electricity Act, 1998*) a building or facility that "lies along" its distribution line, provided:

- a) the building can be connected to Exlexicon's distribution system without an expansion or enhancement; and
- b) the service installation meets the conditions listed in this Conditions of Service document.

The location of the Customer's service entrance equipment will be subject to the approval of Exlexicon

and ESA.

2.1.2 Expansions/Offer to Connect

If an expansion to Exlexicon's distribution system is needed in order to connect a Customer who requests connection, Exlexicon will make an Offer to Connect in accordance with the DSC to construct the expansion and to charge the Customer, unless the Customer has been denied connection for the reasons specified in this Conditions of Service document, Section 2.1.3. Refer to Appendix A-2 for a description of applicable fixed and variable connection charges.

Offer to Connect

In the Offer to Connect, Exlexicon will detail the scope of the work, which items are subject to alternative bid, associated fees and the requirements to undertake the work related to the expansion.

Economic Evaluation Model (EEM)

Exlexicon will perform an Economic Evaluation for Distribution System Expansion to determine whether the future revenue from the Customer will recover for the capital and ongoing maintenance cost of the expansion project. (Refer to methodology and assumptions in the DSC, Appendix B).

Exlexicon will complete an Economic Evaluation and if the net present value over the revenue horizon period (including the effect of taxes) is positive, no capital contribution will be required from the Customer. If the net present value over the revenue horizon period (including the effect of taxes) is negative, a capital contribution will be required from the Customer. Exlexicon will still require the Customer to provide an expansion deposit as outlined in the Offer to Connect. The expansion deposit covers both the forecast risk (the risk associated with whether the projected revenue for the expansion will materialize as forecasted) and the asset risk (the risk associated with ensuring that the expansion is constructed, that it is completed to the proper design and technical standards and specifications, and that the facilities operate properly when energized) related to the expansion.

Alternative Bid

Exlexicon is required by the DSC to allow Customers to seek an alternative bid for the work that is eligible for alternative bid. This applies to the construction of new distribution facilities where a capital contribution is required and the construction does not involve physical contact with the distributor's existing distribution system.

At the same time that an Offer to Connect is issued to the Customer, Exlexicon will issue an "Alternative Bid" which outlines the requirements and associated fees should the Customer choose to proceed with an alternative bid for the "Eligible for Alternative Bid Work" as outlined in the Offer to Connect.

If the Customer chooses to utilize an alternative bid, the Customer shall only use qualified contractors for the work that is eligible for alternative bid provided that the Customer agrees to transfer the expansion facilities that are constructed under the alternative bid option to Exlexicon upon completion.

Bypass Compensation

Exlexicon shall require bypass compensation from a Customer with a non-coincident peak demand that meets or exceeds 5MW, if:

- a) the Customer disconnects its load facility from Exlexicon's distribution system and connects that facility to a generation facility or to another load facility that is not owned by Exlexicon such that Exlexicon will no longer receive revenues in relation to that disconnected facility; or
- b) the Customer, while retaining its connection to Exlexicon's system, also connects its load facility to a generation facility or to another load facility that is not owned by Exlexicon such that the Customer reduces its load served directly by Exlexicon's distribution system, and Exlexicon's rate revenues in relation to that facility will be reduced.

Elexicon shall calculate bypass compensation using the methodology outlined in Section 3.5.3 of the Distribution System Code.

Elexicon shall not require bypass compensation from any Customer:

- a) when a load Customer provides its own facility to serve new load or transfers new load to the facility of another person;
- b) for any reduction in a Customer's existing load served by Elexicon's distribution system that the Customer has demonstrated to the reasonable satisfaction of Elexicon (such as by means of an energy study or audit) has resulted from embedded renewable generation, energy conservation, energy efficiency or load management activities; or
- c) where an Elexicon-owned asset has been overloaded and a Customer transfers the overload to its own facility or to the facility of another person.

Unforecasted Customer Connections to Expansions

Unforecasted customers that connect to an expansion of Elexicon's distribution system during the initial contributor's customer connection horizon may be required under section 3.2.27 of the DSC to pay a capital contribution that would be passed on by Elexicon to the initial contributor. Elexicon will follow all applicable rules in the DSC related to such contributions.

Upstream Transmission Connections

Where Elexicon has been required to provide a capital contribution to a transmitter under the Transmission System Code for the purpose of a new or modified transmitter-owned connection facility and the new or modified transmitter-owned connection facility also meets the needs of an embedded distributor and/or load Customer with a non-coincident peak demand that is equal to or greater than 5 MW, Elexicon shall require a capital contribution from all beneficiaries that contributed to the need for the new or modified transmitter-owned connection facility based on their respective incremental capacity requirements and the total project cost. Elexicon shall request that the transmitter, who owns the connection facility calculate the capital contribution amount for each beneficiary using the methodology and inputs described in Appendix 5 of the Transmission System Code.

2.1.3 Connection Denial

The following outlines circumstances where Elexicon is not obligated to connect a Customer:

- Contravention of the Laws of Canada or the Province of Ontario including the Ontario Electrical Safety Code.
- The Customer does not have the requisite approval(s) of the ESA for the connection.
- Violation of conditions in Elexicon's Distribution Licence.
- Materially adverse effect on the reliability or safety of the electrical distribution system as determined by Elexicon.
- Imposition of an unsafe worker situation beyond normal risks inherent in the operation of the electrical distribution system.
- Material decrease in the efficiency of Elexicon's electrical distribution system.
- Materially adverse effect on the quality of distribution services received by an existing connection.
- Outstanding payments owed to Elexicon for past and/or present distribution services within its service territory.
- Installation and design does not meet Elexicon's requirements.

2.1.4 Inspections Before Connection

The Customer's electrical installation shall be inspected and have a valid "Connection Authorization" from the ESA prior to connection of the Customer's service to Elexicon's distribution system. Services that have been disconnected for upgrades, repairs, metering tampering or have been left out of service for a period of six (6) months or longer must also be inspected by ESA and have a valid "Connection Authorization" received prior to reconnection.

The Customer's electrical installation in relation to Elexicon's supply facilities must be approved and conform to Elexicon's specifications for underground and overhead services. The installation of metering equipment and related metering facilities must be approved by Elexicon prior to the installation. Inspections during the installation will be conducted by Elexicon in accordance with the Offer to Connect and/or Service Layout and/or Specifications and Standards.

2.1.5 Relocation of Plant

Where a Customer requests the relocation of an Elexicon-owned asset, Elexicon shall recover from that Customer the cost of relocating that asset, except to the extent recovery is limited under law.

Where an Elexicon-owned asset is relocated in the absence of a Customer request, Elexicon shall bear the cost of relocating that asset.

Elexicon will accommodate a request to relocate assets (i.e. pole, anchor, down guy, etc.):

1. If it does not cause any undesirable affect to the reliability of the electrical distribution system;
2. If the relocation of the asset results in the replacement of the asset on any property not owned by the party requesting the relocation, the said party shall negotiate an easement with the landowner to the satisfaction of Elexicon.
3. If the location of the asset is in compliance with Elexicon's specifications.

Elexicon is not obligated to relocate the asset in the event that a reasonable alternative is not available.

Elexicon's standard construction is overhead wooden poles on public roadways and underground for new residential developments. On occasion, Elexicon receives requests from Customers/stakeholders to either relocate an existing overhead asset underground or place a proposed overhead asset underground.

All these requests are carefully considered in light of the provisions of our Conditions of Service as well as the technical and financial feasibility of carrying out such work.

For example, as part of a road reconstruction project, if the Road Authorities wish to relocate an existing Elexicon overhead asset to underground, they will pay the cost sharing portion of the relocation as if it were an overhead rebuild plus the incremental cost difference between overhead and underground.

For all relocation works which are not part of the road (i.e. relocation due to the installation of sidewalks, multi-use paths, etc.), the Road Authority pays the full cost for the relocation of Elexicon's assets.

2.1.6 Easements

The Customer shall provide the necessary easements duly recorded and registered in the original deeds of the properties, as may be required for the installation, operation and maintenance of the electrical distribution plant. A copy of the easement shall be forwarded to Elexicon before final acceptance. Easements shall be granted in the name of Elexicon prior to energization. The costs associated with obtaining or releasing the easement(s) are the responsibility of the Customer.

2.1.7 Contracts

All Customers must enter into a contract for service with Elexicon prior to the energization of the electrical service to the Customer's building or premise. Residential subdivision developers will be required to sign an agreement.

Contract for New or Upgraded Service

Elexicon will only connect a Customer's building or premise for a new or modified service upon receipt by Elexicon of the following:

- a) a completed and signed contract for service in a form acceptable to Elexicon;
- b) payment of any applicable connection fee;
- c) an inspection and approval (Connection Authorization) by the ESA of the electrical equipment for the new or modified service; and
- d) a completed and signed Connection Agreement as requested or required pursuant to Section 2.1 Expansions/Offer to Connect (as part of this Condition of Service).

Implied Contracts

In all cases, notwithstanding the absence of a written contract, Elexicon has an implied contract with any Customer that is connected to Elexicon's distribution system and receives distribution services from Elexicon. The terms of the implied contract are consistent with this Conditions of Service document, the OEB's Rate Handbook, Elexicon's rate schedules, Elexicon's Distribution License, and the DSC, as amended from time to time.

A Customer who takes or uses electricity delivered and/or supplied by Elexicon shall be liable for payment of such electricity in accordance with any relevant OEB codes or guidance.

Failure to contract for service by a new occupant of the building or premise previously occupied by the Customer may result in the disconnection of service after an attempt by Elexicon to contact the new occupant. Elexicon will not be held responsible for any damages incurred as the result of electrical service being disconnected or reconnected due to the failure to contract for service.

Special Contracts

Elexicon will advise the Customer in advance of the connection if a special contract is required. Special contracts that are customized in accordance with the service requested by the Customer include, but are not necessarily limited to, the following:

- a) Generation;
- b) Construction sites;
- c) Mobile facilities;
- d) Special occasions, events, etc.

In all cases of special contracts the terms and conditions of all regulations, conditions and charges as established by Elexicon shall apply to the Customer connection unless specifically noted in the special contract.

In certain circumstances, a connection and/or operating agreement may also be required between Elexicon and the Customer.

Opening and Closing of Accounts

A Customer who wishes to open or close an account for the supply of electricity by Elexicon shall notify Elexicon by written request (including requests submitted by facsimile or email), through Elexicon's website or other means acceptable to Elexicon.

Until Elexicon receives such written notice from the Customer or its authorized representative, the Customer shall be responsible for payment to Elexicon for the supply of electricity to the building or premises. In the event a Customer wishes to close an account where a Retailer is involved, such closing shall be governed by any applicable regulatory code such as, but not limited to, the Retail Settlement Code.

In order to ensure Elexicon is able to provide accurate billing to the account holder, it may be necessary to confirm ownership or tenancy prior to completion of the account set-up process. Failure to comply may result in electrical service being disconnected.

2.2 Disconnection

Elexicon has the right to disconnect a Customer under, but not limited to, the following circumstances:

- Adverse effect on the reliability and safety of the electrical distribution system.
- Imposition of an unsafe working situation beyond normal risks inherent in the operation of the electrical distribution system.
- Access to the meter or other Elexicon equipment is restricted by the Customer.
- Decrease in the efficiency of Elexicon's electrical distribution system.
- Adverse effect on the quality of distribution services received by an existing connection.
- Inability of Elexicon to perform planned inspections, maintenance or access issues.
- Failure of the consumer or Customer to comply with a directive of Elexicon that Elexicon makes for the purposes of meeting its licence obligations.
- Disturbances to the electrical distribution supply caused by Customer equipment.
- Outstanding payments owed to Elexicon including but not limited to security deposits.
- Any contravention of the laws of Canada, Ontario or the local municipality, including the Ontario's Electrical Safety Code.
- Energy diversion or theft of power.
- Meter tampering or causing damage to Elexicon equipment.
- Fraud committed against Elexicon A new occupant of the building or premise has not contracted for service.
- By order of the ESA or any other authority with jurisdiction.

Note that in many circumstances, reconnection may require the approval of the ESA. Elexicon will not exercise its rights to disconnect unreasonably and will not and cannot disconnect a service when and where prevented from doing so by an Act or Regulation of Canada or the Province of Ontario.

Services disconnected as a result of energy diversion, tampering or theft of power on the part of the Customer, may not be reconnected until the Customer rectifies the condition and provides full payment to Elexicon including all costs incurred by Elexicon arising from unauthorized energy use, including inspections, repair costs, and the cost of disconnection and reconnection.

2.2.1 Non-Payment Disconnection Policies

Any outstanding payments owing to Elexicon may be subject to a collection process and possible disconnection of service. If a bill is not paid by the due date, a late payment penalty will be applied and a reminder notice will be issued. Should the bill remain outstanding, a disconnection notice will be issued.

Disconnection notices sent to Customers will contain prescribed information such as:

- the earliest and the latest date disconnection may occur;
- the forms of payment a Customer may use;
- information regarding the availability of a Board-prescribed arrears management program;
- the sources of obtaining additional assistance for eligible low-income Customers;
- that disconnection may take place whether or not the Customer is at the premise;
- the charge to reconnect service should a Customer be disconnected.

Residential Customers who have provided documentation from a physician that disconnection will pose a significant health risk to the Customer, the Customer's spouse, dependent family member or other person that regularly resides with the Customer, will be disconnected for non-payment within 14 days once the sixty (60) days notice period has elapsed.

For all other cases, Residential Customers will be disconnected for non-payment within 14 days once the fourteen (14) day notice period has elapsed.

Disconnection notices for multi-unit buildings will be posted in a conspicuous place on or in the building.

Elexicon will suspend any disconnection action for a period of twenty-one (21) days if notified by a social service agency or government agency that it is assessing a Residential Customer for the purposes of determining whether the Customer is eligible to receive assistance from the Low-Income Emergency Assistance Program (LEAP), provided such notification is made within fourteen (14) days from the date on which the disconnection notice is received by the Customer.

If satisfactory payment arrangements have not been made, disconnection will take place within the period outlined in the disconnection notice. At least forty-eight (48) hours prior to the scheduled disconnection, Elexicon will make reasonable efforts to contact Residential Customers.

Prior to disconnecting a service for non-payment, Elexicon shall provide the Fire Safety Notice of the Office of the Fire Marshall and any other public safety notices or information bulletins issued by public safety authorities and provided to Elexicon, which provide information to consumers respecting dangers associated with the disconnection of electricity.

Disconnection does not relieve the Customer of the liability for arrears or fixed monthly charges.

A service disconnected for less than six (6) months will be reconnected within two (2) business days following satisfactory payment of the balance, or if the Customer qualifies, entering into a Board prescribed arrears management plan (Residential Customers). Reconnection charges (see www.elexiconenergy.com for a list of specific service charges) and any additional security deposit (if deemed necessary) will be placed on the Customer's account. Upon request, Elexicon will make reasonable payment arrangements with Residential Customers who are unable to pay the reconnection charge in one lump sum. Qualified low-income Customers are exempt from paying a reconnection fee as well as the security deposit.

No payments will be accepted after hours and no reconnections will occur after business hours. The Customer or an adult representative must be present at the time the service is reconnected. In limited circumstances, a Customer may be able to provide verbal authorization for reconnection without being at the property.

Elexicon shall not be liable for any damage associated with or related to the disconnection or the limitation of services. This includes damage to the Customer or the Customer's premises and any business or other

losses suffered by the Customer as a result of the disconnection.

In instances where a tenant has vacated a property, the landlord must contact Elexicon to indicate whether they will be placing the service in their name or would like the service disconnected. If there is no sign up by either the landlord or new tenant, Elexicon will disconnect the service and a reconnection charge may apply when reconnected.

2.2.1.1 Disconnection Process for Reasons Other than Non-Payment

Subject to Elexicon's rights in Section 2.2.3 below, Elexicon will provide notice of disconnection to the Customer for reasons other than non-payment by personal service, phone, and prepaid mail or by posting notice on the property in a conspicuous place. If the Customer does not remedy the situation that gave rise to Elexicon's right to disconnect the Customer from the distribution system within the time period specified by Elexicon in the notice, Elexicon may disconnect the Customer from the distribution system or interrupt the distribution of electricity to the Customer on or after the date specified in the notice.

2.2.1.2 Immediate Disconnection without Notice

Elexicon may immediately interrupt a Customer, without notice, in accordance with a court order for emergency, safety or system reliability reasons.

2.2.1.3 Liability for Disconnection

Disconnection does not relieve the Customer of the liability for arrears or minimum bills.

Under no circumstances will Elexicon be liable for any damage resulting from, associated with, or related to the disconnection or the limitation of distribution of electricity, including damage to the Customer or the Customer's premises and any business or other losses suffered by the Customer as a result of the disconnection, except for any damages caused by the entry that cannot be repaired.

2.2.1.4 Reconnection

Where the reason for the disconnection has been remedied to Elexicon's satisfaction and the Customer requests reconnection of the distribution service, Elexicon shall reconnect the Customer. All costs including inspections associated with the reconnection shall be paid for by the Customer prior to reconnection of the service.

Under any of the following circumstances, Elexicon requires that the Customer obtain the approval of the ESA prior to Elexicon reconnecting the service:

- a) where Elexicon has reason to believe that the wiring may have been damaged or altered;
- b) where service was disconnected for modification of Customer wiring;
- c) where service has been disconnected for a period of six (6) months or longer;
- d) where the service was disconnected as a result of an adverse effect on the reliability and safety of the distribution system;
- e) where it is a requirement of the Electrical Safety Code; or
- f) where Elexicon has reason to believe there was meter tampering or damage to Elexicon equipment causing a potential safety concern.

2.2.1.5 Reconnection Related Charges

Unless specified elsewhere in these Conditions of Service, a charge shall apply in cases where it is necessary for Elexicon to reconnect service. Please visit www.elexiconenergy.com for a list of specific service charges.

2.2.1.6 Unauthorized Energy Use

Pursuant to Section 4.3.1 of the DSC, Elexicon is permitted to use its discretion in taking action to mitigate unauthorized energy use. As such, Elexicon reserves the right to disconnect the distribution of electricity to a Customer, without notice, for causes including energy diversion, tampering or theft of power on the part of the Customer. Such service shall not be reconnected until the Customer rectifies the condition and pays all uncollected charges, including late payment charges, and costs incurred by Elexicon arising from unauthorized energy use, including inspections and repair costs, and the cost of disconnection and reconnection.

2.2.2 Primary Isolation for Customer Maintenance

Isolation of a primary service for a Customer falls under the jurisdiction of Elexicon. Isolations will be provided by Elexicon for all high voltage supplied Customers requesting disconnection from Elexicon's high voltage supply.

Customers and/or contractors requesting a scheduled outage will provide Elexicon with a \$2,000 deposit, and actual costs incurred will be charged unless otherwise specified in Appendix A-2. Standard rates will apply during normal scheduling hours and overtime rates will apply outside of normal scheduling hours and holidays. Normal business hours for isolations are weekdays, Monday to Friday, between 8:00 a.m. to 2:00 p.m.

Isolation requests are subject to Elexicon's availability. Submitting a request does not guarantee an appointment. Once the request and required items are received by Elexicon, an Elexicon representative will contact the Customer to review the details of the request and confirm the appointment date and time.

In scheduling an outage, the Customer or contractor must be aware of the following conditions:

1. A valid ESA Connection Authorization is required to reconnect a Customer which has been disconnected via a scheduled outage;
2. The ESA requires the contractor to obtain an Application for Inspection prior to the scheduled inspection (Tel 1-877-372-7233);
3. A dedicated Elexicon crew will be assigned to the scheduled outage. Arrangements can be made to have this crew stay at the project location, however, extra service costs will be applicable and charged to the Customer;
4. For maintenance isolations, a minimum of two (2) weeks' notice is recommended to schedule an outage (online form available at www.elexiconenergy.com). Longer lead times may apply for non-maintenance work (i.e. upgrading or changing Customer-owned equipment). The Customer is to contact Elexicon's Engineering department to review required items and timelines;
5. The Customer/contractor is responsible to operate Customer-owned equipment. Elexicon will not operate Customer-owned equipment;
6. The Customer/contractor is responsible to inspect and clean primary metering unit(s) where applicable;
7. If the Customer/contractor is cancelling the scheduled outage, the Customer/contractor must advise Elexicon prior to the outage with a minimum of two (2) business days' notice;
8. The Customer/contractor is responsible for providing their grounds.

Upon completion of the work, it is imperative that the contractor be on site at the scheduled time and coordinates their work activity to minimize any delays in restoration of power.

2.2.3 Secondary Isolation

Isolations of a secondary service for a Customer fall under the jurisdiction of Elexicon. Customers requiring a secondary isolation are to complete and submit an isolation request. The online form is available at www.elexiconenergy.com.

Refer to Appendix A-2, Standard Charges for Various Services.

2.2.4 Service Removal

Where a Customer or property owner requests, or Elexicon requires at its own discretion the physical removal of distribution service, Elexicon will remove Elexicon-owned delivery equipment, without limitation, power lines, transformer and meter. If reconnection is requested, the Customer will incur a cost to install appropriate delivery equipment on the basis that the connection requested by the Customer is a new connection to the Elexicon distribution system, and the Customer and Elexicon shall follow the steps and processes for new connections set out in this Conditions of Service.

2.3 Load Control Devices

Elexicon may, at its own discretion, install a load control device at a location in lieu of disconnection.

Elexicon shall not be liable for any damage associated with or related to the limitation of services. This includes damage to the Customer or the Customer's premises or assets and any business or other losses suffered by the Customer as a result of the interruptions, except for physical damage to facilities unrelated to the limitation of services arising directly from Elexicon's entry on the Customer's property.

Where Elexicon installs a load control device, Elexicon will provide written notice to the Customer explaining how the device operates along with other relevant information.

A load control device will be removed within two (2) business days once the situation that gave rise to the installation of such device has been resolved to Elexicon's satisfaction. A Customer may request, in writing, for continued use of a load control device.

2.4 Conveyance of Electricity

2.4.1 Limitations on the Guarantee of Supply

Elexicon will practice reasonable diligence to supply and maintain Customers with regular and uninterrupted supply of power within the limits of the Standard Voltage Offerings outlined in Section 2.3.4 and Section 2.3.5. Elexicon does not guarantee a constant power supply or unvaried frequency or voltage and will not be liable for any damages that may occur. Elexicon will not be responsible for any variations to the supply caused by external forces.

Customers will be responsible for providing their own back up or standby facilities, if normal supply limitations are not acceptable. Customers requiring a three-phase supply should install protective control devices to minimize the effect of momentary power interruptions and avoid damage to equipment that may be caused by the interruption of one phase or non-simultaneous switching of phases.

Elexicon may be required to interrupt the Customer's power supply on occasion for emergency repairs, or during construction or maintenance. Elexicon shall have access to a property in accordance with the provisions of "Powers of Entry" as described in section 40 of the *Electricity Act, 1998* and any successor Acts thereto.

Where submarine cable is used, Elexicon may not be able to restore interrupted supply where access or

safety concerns are present in non-optimal situations such as seasonal weather. Customers impacted will be notified, and power will be restored when conditions permit.

2.4.2 Power Quality

2.4.2.1 Power Quality Investigations

Exlexicon will respond and take reasonable action to investigate Customer power quality complaints in accordance with the OEB's Guide for Addressing Electricity Distribution Power Quality Issues and forward the results of the investigation to the Customer.

If the source of the power quality problem appears to be caused by the Customer, Exlexicon may seek reimbursement for the time and cost spent to investigate the complaint.

Exlexicon's power supply may become unreliable, intermittent or interrupted under any of the following conditions, namely:

- Problems in the bulk electricity supply system;
- Tree contacts;
- Lightning;
- Defective equipment;
- Adverse weather;
- Adverse environment;
- Human element;
- Foreign interference (i.e. animals, vehicles, dig-ins, etc.).

If the source of the power quality problem is Exlexicon's power supply, Exlexicon shall take appropriate actions to resolve the situation at Exlexicon's expense. Exlexicon will comply with appropriate industry standards and good utility practice.

2.4.2.2 Power Quality Customer Obligations

If the operation of the Customer's equipment causes disturbance to the electrical supply of other Customers or the general distribution of supply, Exlexicon reserves the right to disconnect the Customer's service. Customers shall consider grounding or filtering applications to remove any disturbances in the electrical distribution system in accordance with applicable codes and regulations. The Customer must cease any operation of equipment causing disturbances until repairs are completed. Exlexicon follows recommended guidelines in the latest revision of IEEE 519, Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems. This standard outlines the acceptable limits of disturbance to the electrical distribution systems and specifies a 5% voltage distortion and 3% on individual frequencies. Any costs associated with correcting the disturbance problem will be the responsibility of the Customer.

It is the Customer's responsibility to ensure that the unbalanced load current due to single-phase loads shall not exceed 15% on each phase, unless approved by Exlexicon.

If a power quality investigation is required, it is the Customer's responsibility to provide Exlexicon any information required during the investigation. This may include equipment information, testing, maintenance records and access to equipment for power monitoring.

2.4.2.3 Interruption Notification

Exlexicon will attempt to provide Customers with reasonable notice of any planned power interruptions to the electrical distribution system, including the duration of the outage and frequency. Exlexicon will attempt to provide Customers with reasonable notice prior to interrupting power, wherever possible.

When contacted by the Customer, Elexicon will attempt to provide Customers with information regarding interruptions to the electrical distribution system during unplanned and storm related outages.

During significant unplanned outages due to storms or emergencies, Elexicon will attempt to inform Customers of the outage including the duration and the potential number of customers affected. Methods of communication may include, but are not limited to, news releases, social media, the Elexicon website and/or Elexicon's Interactive Voice Response (IVR) system.

Customers who require an uninterrupted source of power for life support equipment must provide their own equipment for these purposes. The Customer is also responsible to supply and maintain their equipment for electrical operation of a life support system.

2.4.3 Electrical Disturbances

Elexicon will comply with good utility practices in managing the power quality of the electrical distribution system. Elexicon shall practice reasonable diligence in maintaining voltage levels in accordance with the latest revision of CAN3-C235-83 Preferred Voltage Levels for AC Systems, 0 to 50,000V.

Customers shall ensure their equipment does not cause any disturbances such as harmonics, spikes or sags that might interfere with the operation of Customer equipment or the overall operation of the Elexicon distribution system. Customer's motors and appliances must be of an approved design and be operated so that the quality of service to other Customers will not be adversely affected. Elexicon will investigate the cause of any disturbance. Customers who are responsible for disturbances to the system will be responsible to rectify the situation at the Customer's expense. Elexicon reserves the right to disconnect the Customer's service should this disturbance be severe enough or no action is being taken by the Customer to remove the disturbance.

2.4.4 Standard Voltage Offerings

Elexicon will provide only one supply voltage to a Customer or building. All new three-phase service installations must be 4-wire to the main switch. The switchgear provided by the Customer shall be capable of interrupting the following MVA short circuit capacities:

- a) 4.16 kV – 150 MVA
- b) 8.32 kV – 300 MVA
- c) 12.48 kV – 450 MVA
- d) 13.80 kV - 500 MVA
- e) 27.6 kV - 1000 MVA
- f) 44.0 kV - 1500 MVA

The primary voltage to be used will be determined by Elexicon. Depending on the voltages of the lines readily available at the Customer's location, the preferred primary voltage will be one of the following:

- 4.16/2.4kV grounded wye, three-phase, 4-wire;
- 8.32/4.8 kV grounded wye, three-phase, 4-wire;
- 12.48/7.2kV grounded wye, three-phase, 4-wire;
- 13.8/8kV grounded wye, three-phase, 4-wire;
- 27.6/16kV grounded wye, three-phase, 4-wire;
- 44kV effectively grounded wye, three-phase, 3-wire.

Note: In certain limited areas, Elexicon continues to operate 8.32/4.8kV or 4.16/2.4kV systems. These areas will be converted to either 27.6kV or 13.8kV systems as above. Customers requesting a connection in these areas will be given special consideration in each case to determine the most cost effective way of

supplying immediate service requirements while respecting the need to make a future conversion.

Elexicon has the following secondary voltages available to Customers:

- a) 120/240V, single phase, 3-wire
- b) 120/208V, three phase, 4-wire
- c) 347/600V, three phase, 4-wire

Elexicon may provide transformer capacity up to:

CSA	*Transformer Maximum Capacity (kVA)	Primary Voltage (kV)	Secondary Voltage (V)	Notes
C227.4	300	4.16	600	
C227.4	300	4.16	208	
C227.4	500	8.32	600	
C227.4	500	8.32	208	
C227.4	750	12.47 or 13.8	600	supplied from MS <10 MVA
C227.4	750	12.47 or 13.8	208	supplied from MS <10 MVA
C227.4	1500	12.47 or 13.8	600	supplied from MS >10 MVA
C227.4	3000	27.6	600	

*All transformers 5-legged shell design.

Note: Elexicon may permit a maximum of 8/phase 1000 MCM copper cable runs. Transformer sizing, primary and secondary voltage will be at the sole discretion of Elexicon. Demand loads in excess of the transformer capacities noted above, will be determined upon application to Elexicon. A Customer- owned transformer may accommodate such loads.

2.4.5 Voltage Guidelines

Elexicon supplies and maintains service to its Customers as per the latest revision of CAN3-C235, Preferred Voltage Levels for AC Systems 0 to 50,000V.

When voltages are outside the acceptable limits for normal operating conditions but within the acceptable limits for extreme operating conditions, improvement or corrective action shall be taken on a planned and program basis, but not necessarily on an emergency basis. When voltages lie outside the acceptable limits for extreme operating conditions, improvement or corrective action will be taken on an emergency basis. The urgency for such action will depend on factors such as the location and nature of load or circuit involved and the extent to which limits are exceeded.

2.4.6 Backup Generators

Customers with portable or permanently connected emergency generation equipment shall comply with the latest revision of the Ontario Electrical Safety Code and, in particular, shall ensure that Customer equipment does not back feed on Elexicon's electrical distribution system. Backup generators are not allowed to synchronize with Elexicon distribution system in any circumstances.

Customers with permanently connected emergency generation equipment shall notify Elexicon regarding the presence of such equipment.

2.4.7 Metering

Elexicon will supply, install, own, and maintain all meters, instrument transformers, ancillary devices, and secondary wiring required for revenue metering, except for a Customer with an embedded generation facility. An embedded generation Customer must pay for the compliant metering and installation of generation facilities but Elexicon will assume ownership and maintenance in accordance with Elexicon's requirements. All metering devices are subject to approval and inspection by Measurement Canada.

Metered Market Participants (MMPs) in the Independent Electricity System Operator ("IESO") administered wholesale market must meet or exceed all IESO metering requirements. MMPs must own and maintain their metering equipment.

2.4.7.1 General

The Customer agrees to provide and maintain convenient and safe space either inside a building or outside on the premises as Elexicon will decide, free of charge or rent, for Elexicon's meters and that the properly authorized servants, agents and workers of Elexicon together with all necessary tools, equipment and materials, will at all reasonable hours have free access to the premises for the purpose of reading, examining, repairing or removing the meters and further agrees that no one who is not a servant or agent of Elexicon or otherwise lawfully entitled to do so, will be permitted to remove, inspect or tamper with any of the said equipment of Elexicon. Space provided by the Customer for Elexicon's meters and associated equipment will not have an alarmed door and/or security system hindering access.

Residential and commercial multi-unit buildings shall provide for individual metering of all units at one or more central locations. Alternatively, bulk metering of all complexes will be allowed. Refer to Appendix A-2 Standard Charges for Various Services. A meter type summary is available upon request.

Where current transformers are required, Elexicon will outline the technical requirements to be followed for such installations.

The Customer will make provision for Elexicon meters and metering equipment, as determined in consultation with Elexicon. This will involve one or several of the following:

- Approved meter sockets;
- Approved lockable meter cabinets;
- Approved lockable meter compartments in the Customer's metal enclosed switchgear;
- A meter room with outside access where all multiple-unit metering is aggregated.

Contact Elexicon for the latest technical data and compatible suppliers/manufacturers.

Metering is always on the low voltage side (secondary side) of the service. In exceptional cases, high voltage metering may be considered and additional Customer charges would apply.

2.4.7.1.1 Residential

The location of a Customer's meter base shall be in compliance with Elexicon specifications.

Meter bases shall be located on the same side of the house where the secondary service enters the property line. Installations are to have a minimum 1.2m unobstructed clearance from the meter base. Any exceptions to this rule must be approved by Elexicon prior to the installation and will be completed at the Customer's expense.

No equipment, other than that provided and installed by Elexicon, may be installed in any part of the Elexicon metering workspace.

In all cases, the main service entering a residence must be protected by means of one main switch which will interrupt all electrical power entering the building.

2.4.7.1.2 General Services

Specially constructed metering units or enclosures may be permitted for outdoor use upon written application for use and approval by Ellexicon.

Deduction type metering is not allowed.

General Service Secondary Metering

In all cases general service secondary metering will be protected by a main switch immediately preceding the meter and will have a position for sealing and padlocking of the handle in the cover or door in the "off" position. The top of the main switch and the meter socket will not be more than 1.8m above the finished floor. Meter sockets may be used on 100A and 200A, three phase, 4-wire services.

For main switch rating greater than 200A, the Customer must provide and maintain:

- a) A lockable metal enclosed metering cabinet with a removable steel back plate; or
- b) A lockable metal enclosed switchboard compartment for instrument transformers of suitable dimensions.

Line and load entry points must be at opposite ends of a metering cabinet. For all services exceeding 800A, the Customer will provide a metal enclosed switchboard. Where low voltage switchgear is accepted, the final layout and components must be approved by Ellexicon's engineering and metering departments prior to the ordering of equipment. In such cases, a separate metering cabinet shall be provided in addition to the instrument transformer compartment. The meter cabinet will be located to Ellexicon's satisfaction and will be as close as possible to the instrument transformer compartment. The meter cabinet will be connected to the instrument transformer compartment by a 32mm continuous rigid conduit (25mm conduit may be used for single phase) not exceeding 15m in actual length.

Meter Rooms

The Customer shall supply and maintain a meter room of sufficient size to accommodate the service entrance equipment and meter facilities. It is recommended that the Customer provide extra space in the meter room so that at least one-third of the Customers supplied through self-contained meters initially can be accommodated with metering cabinets due to load increases.

The metering room will be provided with adequate illumination and a 120 volt convenience receptacle. The meter room shall not be used for storage or contain equipment foreign to the electrical installation within the designated clear space area. A minimum 1.2m clear working space shall be maintained in front of metering equipment at all times. Each individual metered service shall be clearly and permanently identified by the Customer with address and unit number. All switches, breakers and cabinets associated with any particular service must also be identified.

Ellexicon Access to Meter Rooms

The meter room shall be readily accessible to Ellexicon at all hours to permit meter reading and maintenance of equipment. Exterior access to the meter room shall be available to avoid any conflicts if meter readings are required outside regular business hours.

Where Ellexicon requires the metering installation to be located outdoors or in a dedicated meter room with direct outdoor access, the Customer will be required to supply and install a locking device suitable to Ellexicon along with an entrance key for use by Ellexicon prior to connection.

The Customer may be required to provide a suitable location for Elexicon to install an onsite “key box” to facilitate meter reading.

2.4.7.2 Typical Metering Requirements

The following outlines typical metering requirements for various service sizes:

Type of Service Entrance	Voltage of Service	Size of Service	Type of Meter Base
Main Switch	120/240V	200A Max.	Four Jaw Meter Base
Main Switch	120/240V	400A Max.	Transformer Type Five Jaw Meter Base
Main Switch	120/208V	200A Max.	Five Jaw Meter Base
Main Switch	120/208V	200A Max.	Seven Jaw Meter Base
Main Switch	120/208V	Over 200A	48" x 48" x 12" Meter Cabinet
Main Switch	347/600V	200A Max.	Seven Jaw Meter Base
Main Switch	347/600V	Over 200A	48" x 48" x 12" Meter Cabinet
Switchgear	All Voltages	All Service Sizes	36" x 36" x 12" Meter Cabinet

Where switchgear is required, the Customer shall provide Elexicon with the name and manufacturer of the switchgear as well as shop drawings for approval. Elexicon will supply the metering transformers to the electrician for installation on the bus during manufacturing. The owner shall supply an Elexicon approved lockable meter cabinet with removable back panel and mount it adjacent to the switchgear and join it to the switchgear with a 32mm continuous rigid conduit (1¼ inch inside diameter) complete with fish wire.

In all cases where switchgear and metering cabinets are required, the Customer must deliver the back panel to Elexicon a minimum of two (2) weeks prior to ESA connection authorization.

Where outdoor or remote installations are approved by Elexicon the Owner is to supply and install an outdoor cabinet (CSA, Type 3R), Hammond #C3RMC363612 complete with pad lockable “L” style handle or equivalent upon Elexicon approval.

For all services exceeding 200A, the Customer shall provide and maintain an active dedicated cell or telephone line in conduit, to the meter location.

2.4.7.3 Metering Requirements for Generating Facilities

Elexicon requires that an Embedded Retail Generator whose embedded generation facility has a gross nameplate capacity of more than 10MW, install IESO compliant metering. Any Customer that causes Elexicon to attract Gross Load Billing from the transmitter (existing load meets or exceeds 1MW for non-renewable, 2MW for renewable or as otherwise defined by Hydro One's tariff), shall also have IESO compliant metering.

Elexicon also requires that a net metered generator and an Embedded Retail Generator whose embedded generation facility has a gross nameplate capacity of 10MW or less install such metering as may reasonably be required having regard to:

- the meter data requirements necessary to enable the distributor to settle amounts owing to or from

- the Embedded Retail Generator; and
- b) the type of generation facility or generation technology of the embedded generation facility.

Elexicon shall meter a Customer with an embedded generation facility, other than an Embedded Retail Generator or a net metered generator, in the same manner as Elexicon's other load customers.

2.4.7.4 Interval Metering

Elexicon shall install a MIST meter on any new installation that is forecast by Elexicon to have a monthly average peak demand during a calendar year of over 50kW.

Elexicon shall provide an interval meter within a reasonable period of time to any Customer who submits a written request for such meter installation, either directly or through an authorized party, in accordance with the Retail Settlement Code, subject to the following conditions:

- a) The Customer that requests interval metering shall compensate Elexicon for all incremental costs associated with that meter, including the capital cost of the interval meter, installation costs associated with the interval meter, ongoing maintenance (including allowance for meter failure), verification and re-verification of the meter, installation and ongoing provision of communication line or communication link with the Customer's meter, and cost of metering made redundant by the Customer requesting interval metering;
- b) Elexicon shall determine whether the meter will be a MIST or MOST meter, subject to the requirements of the DSC.

Customer requests for metering equipment other than Elexicon's default provision will be considered at the sole discretion of Elexicon, and where such requests are met, the Customer shall bear all incremental upfront and ongoing costs associated with said metering equipment.

2.4.7.5 Meter Reading

Elexicon shall have access to the Customer's property and metering equipment for meter reading purposes. If a reading cannot be obtained, the Customer's bill will be estimated according to historical consumption values for a limited timeframe before the disconnection process will be initiated. At Elexicon's request, the Customer will be required to provide access to the premises for meter reading purposes. Elexicon will not read Customer-owned sub-metering.

2.4.7.6 Final Meter Reading

The Customer shall notify Elexicon in the event that a service is no longer required. The Customer shall provide reasonable notice (minimum of five (5) business days) of the termination date to allow Elexicon to arrange for a final meter reading. It is the responsibility of the Customer to inform Elexicon of any changes to the closing/moving date.

A Customer who does not notify Elexicon of a service termination is responsible for the electricity service to the date notification is provided to Elexicon plus up to five (5) business days to allow time for the final meter read.

The Customer must provide access to Elexicon or its agents for the purpose of a final meter reading. If the reading is not obtained the Customer shall pay a sum based on estimated demand and/or energy consumption for electricity used since the last meter reading.

2.4.7.7 Faulty Registration of Meters

The metering of electricity usage for the purpose of billing is governed by the federal *Electricity and Gas Inspection Act* and associated regulations under the jurisdiction of Measurement Canada. Elexicon's

meters shall comply with the requirements and specifications outlined by the associated regulations in the above Act. In the event of incorrect electricity usage registration, Elexicon will adjust the Customer's account in accordance with the provisions in the Retail Settlement Code.

2.4.7.8 Meter Dispute Testing

Measurement Canada has jurisdiction, under the *Electricity and Gas Inspection Act*, in a dispute between Elexicon and its Customer where the condition or registration of a meter or meters is in question. Elexicon will inform Customers of the assistance provided by Measurement Canada in dispute investigations.

Meter dispute testing is typically the last step in a multi-stage process between the Customer and Elexicon. The process typically begins with a Customer bill enquiry, the object of which is to validate that the bill calculations, charges and bill determinants are accurate. The process may include any or all of the following steps, as required: collection of problem details from the Customer; analysis of billing details including calculation of charges and appropriateness of meter readings; comparison of estimated readings with past usage; obtaining a check meter reading; provision of information to assist the Customer's understanding of and confidence in the bills; and a field visit to the Customer premises to verify meter reading, meter data and test meter operation. If the Customer requests validation from Measurement Canada, Measurement Canada will verify the accuracy of the meter, metering installation and billing. The Customer will be responsible to cover the costs associated with the investigation if the dispute is dismissed by Measurement Canada.

2.4.7.9 Meter Change Outs

The Customer agrees to provide and maintain convenient and safe space either inside a building or outside on the premises as Elexicon will decide, free of charge or rent, for Elexicon's meters and that the properly authorized servants, agents and workers of Elexicon together with all necessary tools, equipment and materials, will at all reasonable hours have free access to the premises for the purpose of reading, examining, repairing or removing the meters and further agrees that no one who is not a servant or agent of Elexicon Energy or otherwise lawfully entitled to do so, will be permitted to remove, inspect or tamper with any of the said equipment of Elexicon. Space provided by the Customer for Elexicon meters and associated equipment will not have an alarmed door, and/or a security system hindering access.

Meters are changed out according to Measurement Canada standards and policies. Elexicon shall have access to the Customer's property. Customers shall permit, provide and maintain access to metering equipment for Elexicon use.

2.5 Tariffs and Charges

2.5.1 Service Connections

Appendix A-1 contains information pertaining to Operational and Ownership Demarcation Points.

Appendix A-2 outlines the rates that have been established for providing the Customer with a connection to the electrical distribution system.

2.5.2 Energy Supply

Energy will be conveyed by Elexicon for use by the Customer in accordance with the provisions, rules and regulations laid out in the Retail Settlement Code and the Standard Service Supply Code, or as mandated through Legislation or Regulations issued by the Ministry of Energy.

2.5.2.1 Standard Supply Service (SSS)

All existing Elexicon Customers are Standard Supply Service (SSS) Customers until Elexicon is informed of

their switch to a Retailer. In this case, a Service Transaction Request (STR) must be made by the Customer or the Customer's authorized Retailer, as directed per the Retail Settlement Code.

2.5.2.2 Retailer Supply

Customers transferring from SSS to a Retailer shall comply with the STR requirements as outlined in Sections 10.5 through 10.5.6 of the Retail Settlement Code. STRs shall contain information as set out in Section 10.3. Elexicon may, at its discretion, refuse to process an STR for a Customer to switch to a Retailer if that Customer is in arrears on payment to Elexicon.

2.5.2.3 Wheeling of Energy

All Customers considering delivery of electricity through the Elexicon distribution system are required to contact Elexicon for technical requirements and applicable rates.

2.5.3 Security Deposits

To minimize Elexicon's exposure to bad debt, a security deposit may be collected for Residential and General Service Customers. Whenever required by Elexicon including, but not limited to, as a condition of supplying or continuing to supply distribution services, Customers shall provide and maintain security in an amount that Elexicon deems necessary and reasonable. Elexicon will not discriminate among Customers with similar risk profiles or risk related factors except where expressly permitted under the Distribution System Code.

Except for consumers or Customers who meet the security deposit waiver conditions described below, all consumers or Customers are required to provide an account security deposit to Elexicon which, at the Customer's election, must be in the form of:

- a. Cash, cheque or money order, or, if approved by Elexicon, Visa or MasterCard (for a fee), internet banking or telebanking; or
- b. for Non-residential consumers or Customers, an automatically renewing irrevocable commercial letter of credit from a bank defined in the *Bank Act* (Canada), S.C. 1991, c.46.

Note: Elexicon will not accept third party guarantees.

The amount of the security deposit will be based on the billing factor times the estimated average bill during the most recent twelve (12) months. The billing factor is 2.5 for monthly billed consumers or Customers.

Where there is no established historical electricity consumption information for the service premises, the deposit will be based on a reasonable estimate using information from a like property used for similar purposes for Non-residential Customers. The security deposit for Residential Customers, with no historical usage, will be calculated using the billing factor of 2.5 times the estimated average bill using the OEB average residential consumption.

If requested by the Customer, the Customer will be permitted to pay the security deposit in equal installments over a maximum of four (4) months for Non-residential Customers or over a period of six (6) months for Residential Customers (including where a new security deposit is required due to Elexicon having to apply the existing security deposit against amounts owing).

Payment of security deposits identified as a condition of service or continuing service will be enforced by Elexicon through collection activities for amounts due, up to and including disconnection of electrical service.

The security deposit may be waived based on the following criteria:

- a) The Customer has a good payment history based on the most recent Customer history with some portion in the most recent twenty-four (24) months, unless, during the relevant minimum time period set out below, the Customer has:
 - i. received more than one disconnection notice from Elexicon;
 - ii. more than one cheque given to Elexicon by the Customer has been returned for insufficient funds;
 - iii. more than one pre-authorized payment to Elexicon has been returned for insufficient funds; or
 - iv. a disconnect/collect trip has occurred or Elexicon had to apply a security deposit to offset amounts owed by a Residential Customer in accordance with section 2.4.26A of the Distribution System Code and required the Customer to repay the security deposit in accordance with section 2.4.26B of the Distribution System Code.

The minimum time period for good payment history is as follows:

- Residential = 1 year
- Non-residential <50kW demand rate class = 3 years
- All other classes = 7 years

OR

- b) The Customer provides a letter from another electricity or gas distributor in Canada confirming a good payment history from a similar property. The letter must contain information consistent with the good payment criteria described in this document.

OR

- c) The Customer provides a satisfactory credit check at their expense from one of the following companies: Equifax, TransUnion, or Dunn & Bradstreet. The decision as to whether the credit check is satisfactory is within Elexicon's sole discretion. The minimum acceptable Equifax Credit Score for Residential Customers is 700 or greater.

OR

- d) Residential account deposits may be waived where the Customer enrolls in Elexicon's variable pre-authorized payment plan (VPAP) or equal pre-authorized payment plan (EPAP), provided that a deposit will be required if either of the pre-authorized payment plans are cancelled. Effective March 1, 2020, Residential Customers who enroll in Elexicon's Equal Payment Plan (EPP), may have their security deposit waived similar to the EPAP and VPAP plans.

OR

- e) The Residential Customer has received LEAP emergency financial assistance within the past two (2) years; is receiving assistance under the Ontario Energy Support Program (OESP); or have been qualified as low-income by a social agency.

OR

- f) If the Customer is listed with a Retailer who provides Retailer Consolidated billing.

For the purposes of forms of payment and good payment history, a Customer that is a bulk-metered residential condominium as defined in the *Condominium Act, 1998* that has provided Elexicon with a signed declaration attesting to their legal status as a residential condominium corporation will be treated as a Residential Customer.

The security deposit may be reduced for Non-residential Customers with 50kW or greater demand, based on the following criteria.

Where the Customer has a credit rating from a recognized credit rating agency, (Dominion Bond Rating Service, Standard & Poor's or Moody's) the maximum amount of deposit required will be reduced as follows:

Credit Rating <i>(using Standards and Poor's Terminology)</i>	Allowable Reduction in Security Deposit
AAA- and above or equivalent	100%
AA-, AA, AA+ or equivalent	95%
A-, From A, A+ to below AA or equivalent	85%
BBB-, From BBB, BBB+ to below A or equivalent	75%
Below BBB- or equivalent	0%

Equivalent ratings from other bond rating agencies would apply for the same reductions.

For Customers with a monthly peak demand greater than or equal to 5000kW, a minimum of 50% of the required deposit will be held until service is terminated with Elexicon.

In the above case, the commodity price used to calculate the deposit shall be the same as the price used by the IESO for the purpose of determining maximum net exposures and prudential support obligations for market participants other than distributors, low-volume Customers and designated Customers.

Upon closure of the Customer's account with Elexicon including a Customer move from SSS to a competitive Retailer where the Retailer is performing the billing function (Retailer consolidated billing), for all accounts types, Elexicon may use the security deposit to set off other amounts owing by the Customer to Elexicon. The balance of the security deposit plus accumulated interest, after all amounts owing are paid, will be returned to the Customer within six (6) weeks of the closure of the account.

Methods of Enforcement

Payment of security deposits identified as a condition of service or continuing service will be enforced by Elexicon through collection activities for amounts due, up to and including disconnection of electrical service.

2.5.3.1 Interest Payments

Interest will accrue monthly on security deposits made by way of cheque or other payment forms commencing upon receipt of the total deposit. The interest rate will be at the Prime Business Rate as published on the Bank of Canada website, less two (2%) percent to a minimum of zero (0%) percent. Interest will be applied directly to the account and be refunded at a minimum on an annual basis.

2.5.3.2 Security Deposit Reviews/Adjustments

Elexicon will undertake an annual review of all security deposit requirements for each consumer or

Customer.

Where it is determined that all or part of the deposit is no longer required, the account will be credited with the amount of the deposit plus accumulated interest that has not already been applied to the account.

Where it is determined that a deposit is now required or needs to be adjusted upward, the amount of the deposit will be added to the next regular bill and is payable by the due date of that bill. Residential Customers shall be permitted, upon request, to pay the adjusted amount in equal installments paid over a period of at least six (6) months. Commercial Customers, upon request, shall be permitted to pay the adjusted amount in equal installments paid over a period of at least four (4) months. Payment arrangements that are satisfactory to Elexicon may be made.

Any Customer for whom a security deposit is waived under the criteria outlined in Section 2.4.3 may be required to pay a security deposit if:

- a) Two (2) NSF payments returned in a one (1) year period.
- b) The delivery of more than one (1) notice of disconnection of service for non-payment.
- c) The service has been disconnected for non-payment.
- d) Any Customer who returns from a Retailer who cannot demonstrate good payment history.

A Customer may, no earlier than twelve (12) months after payment of the security deposit or the making of a prior demand for review, demand in writing that Elexicon will undertake a review to determine whether the entire amount of the security deposit is to be returned to the Customer as the Customer is now in a position that it would be exempt from paying a security deposit had it not already paid a security deposit or whether the amount of the security deposit is to be adjusted based on a re- calculation of the maximum amount of the security deposit. Where a Residential Customer has paid a security deposit in installments, the Customer shall not be entitled to request a review of the security deposit until twelve (12) months after the first installment was paid.

Where a Customer other than a Residential Customer has a payment history with more than one disconnection notice in a relevant twelve (12) month period, Elexicon will use the Customer's highest actual or estimated monthly load for the most recent twelve (12) consecutive months within the past two (2) years to recalculate the maximum amount of the security deposit.

Where Elexicon determines in conducting a review that some or all of the security deposit is to be returned to the Customer, Elexicon will promptly return the amount to the Customer by crediting the Customer's account. If a Customer requests the deposit credit returned, Elexicon will issue a refund cheque, or if applicable, credit the Customer's bank account.

Where a Customer is moving outside of the Elexicon's service area, or changing from Standard Supply Service to a Competitive Retailer providing Retailer-Consolidated billing, the deposit will be applied to the final bill and any credit issued in the form of a cheque within six (6) weeks of the date of the final bill.

2.5.4 Billing

All Customers of Elexicon are billed on a monthly basis. Under certain circumstances, a Customer may receive a bill that spans a different timeframe for such reasons as service upgrades, account re-classifications, etc.

Bills are sent by regular mail or are available through Elexicon's e-billing solutions. Bills for the use of electrical energy and services may be based on either a metered rate or a flat rate, as determined by Elexicon.

Elexicon will bill for SSS Customers. SSS Customers may discuss the charges shown on their bill by contacting Elexicon (contact information is provided on the bill).

Customers enrolled with a Retailer may be billed by Elexicon depending on the billing option determined by the Retailer, in accordance with the Retail Settlement Code. Customers enrolled with a Retailer may discuss the electricity charges shown on their bill by contacting their Retailer.

2.5.4.1 Customer Reclassification

Elexicon will review all Non-residential Customers once per calendar year to determine whether the Customer should be assigned to another rate class based on their kWh usage and average demand over a twelve (12) month period. A review may also occur if a Customer's demand falls outside the classification's limits for five (5) consecutive months, in accordance with the Retail Settlement Code.

2.5.4.2 Customer-Owned Transformer Allowance

Where Elexicon does not provide step-down transformation facilities from either distribution or sub-transmission voltage to the Customer's utilization voltage or where service is supplied directly to a Customer's high voltage equipment without the necessity of any step-down transformation, the Customer's monthly bill shall be adjusted by an allowance, or in some cases, annual adjustments may be made. The approved transformer allowance is available on Elexicon's website and on its Tariff of Rates and Charges.

2.5.5 Payments

Customers may pay their electricity bills using any of the following methods:

- Cheque or money order at Elexicon's main office drop box;
- Cheque or money order to Elexicon by mail ;
- Canadian financial institution;
- Internet banking services;
- Telephone banking;
- Third party credit card service (for a processing fee).

Elexicon also offers three (3) forms of pre-authorized payments:

- Equal Pre-Authorized Payment Plan (EPAP)
- Variable Pre-Authorized Payment Plan (VPAP)
- Equal Payment Plan (EPP), available to low-income Customers. Effective March 1, 2020, EPP will be available to eligible Residential and low volume commercial Customers (GS<50kW).

Please note that Elexicon does not accept cash payments.

2.5.5.1 Equal Pre-Authorized Payment Plan (EPAP)

An Equal Pre-Authorized Payment Plan is available to all Standard Supply Service Customers and Retailer-enrolled Customers on Distributor Consolidated billing. To help smooth electricity costs over the year, the plan bills an equal portion (1/12th) of the previous year's charges per bill period and then reconciles the balance owing. The Equal Pre-Authorized Payment Plan withdraws the same amount from your bank account every month on a regular recurring date. Customers can choose a withdrawal date between the 1st and 28th of the month. Customers on an Equal Pre-Authorized Payment Plan are reviewed semi-annually and annually. Amounts are adjusted to reflect historic usage.

An Equal Payment Plan (EPP) is available to low-income Customers. The program works the same way as the EPAP except the pre-authorized automatic withdrawal from a bank account is not required. Effective March 1, 2020, an EPP is available to residential and eligible low-volume commercial (GS<50kW) Customers.

2.5.5.2 Variable Pre-Authorized Payment Plan (VPAP)

Elexicon offers a Variable Pre-Authorized Payment Plan where the actual billed amount will be automatically deducted from the Customer's bank account on the due date (or next business day) indicated on the electricity bill. The Customer will continue to receive monthly statements showing meter readings, energy consumption, payments and charges to date.

2.5.5.3 Late Payment Charges

Bills are payable in full by the due date, otherwise late payment charges will apply. A late payment charge of 1.5% per month (effective annual rate of 19.56% per annum or 0.04896% compounded daily rate) will be applied on all overdue accounts. Where a Customer makes a partial payment on or before the due date, the late payment charge will apply only to the outstanding amount on the electricity bill at the due date.

Outstanding bills are subject to the collection process and may ultimately lead to the service being disconnected or, at the discretion of Elexicon service being limited. Discontinuance of service does not relieve the Customer of the liability for arrears. Service shall be restored once satisfactory payment has been made.

2.5.5.4 Payment by Building Owner

The owner of a building is responsible for paying for the supply of electricity by Elexicon to the owner's building in accordance with any relevant OEB code or guideline, except in the case of multi-tenant buildings with individual meters where the occupants have contracted for supply with Elexicon.

A building owner wishing to terminate the supply of electricity to its building must notify Elexicon in writing. Until Elexicon receives such written notice from the building owner, the building owner or the occupant(s), as applicable, shall be responsible for payment to Elexicon for the supply of electricity to such building. Elexicon may refuse to terminate the supply of electricity to an owner's building when there are occupant(s) in the building (e.g. during certain periods of the winter).

If billing responsibility resides with the owner and there is a unit occupied by a tenant, any applicable Vital Services By-Law of the Municipality will be enforced.

In circumstances when a Customer's account has been disconnected for non-payment for a period longer than six (6) months, Elexicon will attempt to notify the Customer by registered mail and if there has been no contact, Elexicon will physically remove its assets (meter, transformer, conductor, if available).

Elexicon will not terminate the supply of electricity when requested by a building owner for the purpose of evicting a Tenant contracted with Elexicon for the supply of electricity.

2.6 Customer Information

Elexicon Energy's Privacy Policy Statement describes how and why Elexicon Energy collects, uses, discloses, handles, and protects the personal information of its Customers. It also addresses the reasons why personal information is collected, used, or disclosed, how the information is safeguarded, and outlines the individuals' rights with respect to this information.

Chapter 11 of the Retail Settlement Code specifies the rights of consumers and Retailers to access current

and historical usage information and related data and the obligations of Elexicon in providing access to such information.

In general, Elexicon will not disclose specific information about a Customer unless the release of information has been authorized by that particular Customer or unless necessary for compliance with Market Rules or any Board approved code or standard.

Elexicon will not disclose Customer information to a third party without the consent of the Customer in writing, except where Customer information is required to be disclosed, as follows:

- (a) for billing or market operation purposes;
- (b) for law enforcement purposes;
- (c) for the purpose of complying with a legal requirement; or,
- (d) for the processing of and/or collection of past due accounts.

Customers have the obligation to provide Elexicon with information that is true, complete, and correct. The information is used to manage Customer accounts, assess credit history and provide for account security. Elexicon may verify the accuracy of all information provided and may obtain additional credit information from a credit-reporting agency as required.

Elexicon will provide a Customer with twenty-four (24) months, where available, of historical usage information, information about their meter configuration, and payment information. Such information can be released to the Customer or any third party designated in writing by the Customer. A charge to the Customer for historical data may apply.

Requests by Retailers for historical data (as outlined in Chapter 11 of the Retail Settlement Code) that is provided through the Electronic Business Transaction (EBT) system will be honoured free of charge up to two (2) times per year. Elexicon will charge a fee for any additional requests. A request is considered delivery of data to a single party.

When requested by the Customer, Elexicon will provide a list of Retailers who retail electricity in Elexicon's service area and who have service agreements in effect with Elexicon.

SECTION 3 - CUSTOMER SPECIFIC

Elexicon will maintain services installed by Elexicon and/or an approved contractor, using approved materials, unless specifically documented otherwise to the Customer.

There shall only be one (1) supply service per site. In circumstances where two (2) existing services have been installed and one service is to be upgraded, the upgraded service will replace both of the existing services.

If any repair of the service conductor on the Customer's property is required and Elexicon is responsible for such repairs, Elexicon shall only reinstate with sand, gravel, soil and asphalt patch. It shall be the Customer's responsibility to repair/replace vegetation (i.e. shrubs, trees, lawn, gardens etc.) and surface structures (i.e. fences, patios, decks, porches etc.).

In all circumstances where the service conductor is installed as a "non-standard" installation, Elexicon will not be responsible for any replacement or repairs of residential or surface structures such as concrete porches, patios, fences etc.

For commercial, industrial and residential services including upgrades the Customer shall complete and/or provide the following to Elexicon in advance of the commencement of installation:

- a) Application for Service and request for Customer Service Layout/Offer to Connect;
- b) Required in-service date;
- c) Requested Service Entrance capacity and voltage rating of the service entrance equipment;
- d) Contract for service.

3.1 Residential

This section applies to a single residential Customer in detached, semi-detached or freehold townhouse dwelling units. Energy is supplied to Residential Customers as single phase, 3-wire, 60 Hertz, having a nominal voltage of 120/240 volts up to a maximum of 200A per dwelling unit.

Site Information

The following information is required before any electrical service information can be provided:

- a) Civic addresses;
- b) Customer billing information (name, address, telephone number);
- c) Expected energization date;
- d) Amperage of the service; and
- e) Other items as required which may include a site plan (to scale) – illustrating the building(s) with respect to existing and proposed property lines, other buildings, streets, driveways and the location of other services, gas, telephone, water and cable.

Metering

Elexicon will specify the supply point and meter base location for all residential services.

Elexicon's standard for meter base locations is located on the non-driveway side of the house where the secondary service enters the property line. Secondary services must not be installed under driveways or any part of the residential structure, (i.e. any area where future secondary cable replacement is inaccessible and may cause damage to the property owner's driveway or porch for replacement of such).

The Customer shall supply and install an approved meter socket and service entrance conduit in compliance with Elexicon's specifications and the Ontario Electrical Safety Code.

Inspection

The electrical installation from the inside of the home to the point of demarcation shall be inspected and approved by the ESA. This inspection is required from the ESA and a valid ESA Connection Authorization shall be provided to Elexicon prior to site energization.

Servicing Costs

Elexicon has defined a basic connection for a single residential Customer and will recover the cost of this basic connection fee as part of its revenue requirement. The cost of the basic connection is called the Basic Connection Allowance (BCA). Refer to Appendix A-2 for various associated costs. Any requirements above the BCA will be charged to the Customer as a variable connection charge.

The standard allowance for overhead secondary services is 30m of overhead secondary conductor. The Customer is responsible for the additional cost, if the requirements exceed the 30m allowance.

The standard allowance for underground secondary services is 6m of underground secondary conductor. The Customer is responsible for the additional cost, if the requirements exceed the 6m allowance.

3.1.1 Residential Point of Demarcation

Refer to Appendix A-1 for the Demarcation Point Summary.

Secondary Residential Operational Demarcation Point

For residential underground secondary services, the point of demarcation for operational control is all switching devices on the Customer's property (switch, meter, etc.). For residential overhead secondary services, the point of demarcation for operational control is the drip loop connection at the weather head.

Secondary Residential Ownership Demarcation Point

The ownership demarcation point for existing Customers and new Customers for secondary overhead and underground residential services is the point of connection to the Elexicon distribution system.

Primary Residential Service Operational Demarcation Point

For residential underground and overhead primary services, the point of demarcation for operational control is all switching devices on the Customer's property that includes the primary switch, transformer and meter.

Primary Residential Service Ownership Demarcation Point

The ownership demarcation point for existing Customers and new Customers for primary overhead and underground residential services is the point of connection to the Elexicon distribution system.

3.1.2 Residential Underground Subdivisions

For new residential subdivisions or multi-unit developments with municipal streets which are classified as an expansion, Elexicon will provide the Customer with an Offer to Connect. In the Offer to Connect, Elexicon will detail the scope of the work, what portion is subject to alternative bid, associated fees and the requirements to undertake the work related to the expansion. All new subdivisions will be serviced underground.

For secondary service installations that are not installed under the subdivision Offer to Connect with the developer and Elexicon, the builder must contact Elexicon for the installation of underground secondary services specifications and associated costs.

3.1.3 Privately Owned Residential Complexes

Privately owned residential complexes that are situated on private lands and private roadways will be classified as a connection. The Customer will enter into a Connection Agreement with Elexicon.

In all cases, all of the electrical service must be constructed to Elexicon's Standards and in compliance with the Ontario Electrical Safety Code, applicable laws, regulations and codes.

The Customer will be responsible for all maintenance and repairs of the electrical plant up to the ownership demarcation point as outlined in the Connection Agreement.

3.1.4 Residential Service – Infill

For a single residential infill service, the Customer must complete an Application for Service. The BCA for a residential service will apply. The Customer is responsible for all associated costs exceeding the BCA as outlined on the Customer Service Layout/Offer to Connect.

3.2 General Service

The following section pertains to any general services. Elexicon will determine the point of supply to the Customer's property and will provide one (1) electrical supply per property.

Site Information

The following information must be provided to Elexicon before any electrical service information can be provided:

- a) Site plan (to scale) – illustrating the building(s) with respect to existing and proposed property lines, other buildings, streets, driveways and the location of other services, gas, telephone, water and cable;
- b) Civic addresses;
- c) Customer billing information (name, address, telephone);
- d) Expected energization date;
- e) Amperage of service;
- f) Secondary voltage(s);
- g) Location of service entrance;
- h) Estimated initial kilowatt demand and maximum demand;
- i) Single line diagram showing provision for metering facilities and a listing of significant loads (lighting, motors, cooling, heating, welders, etc.);
- j) Customer Load Summary (if applicable – see <http://www.elexiconenergy.com>); and
- k) Electrical room layout showing metering equipment location.

Metering

Elexicon will approve the demarcation point and meter base location.

The Customer shall supply and install facilities to house Elexicon's metering equipment. The metering equipment shall be in compliance with Elexicon's specifications.

Inspection

The electrical installation shall be inspected and approved by the ESA. This inspection is required from the ESA and a valid ESA Connection Authorization shall be provided to Elexicon prior to site energization.

Servicing Costs

The Customer is responsible for both the basic and variable connections fees. Elexicon has defined the

associated fees in Appendix A-2.

3.2.1 General Service below 50kW Point of Demarcation

Secondary General Service below 50kW Operational Demarcation Point

The operational demarcation point for overhead and underground secondary services below 50kW are the switching devices including the meter and main switch.

Secondary General Service below 50kW Ownership Demarcation Point

The ownership demarcation point for overhead and underground secondary services below 50kW is the point of connection to Elexicon's distribution system.

Primary General Service below 50kW Operational Demarcation Point

For primary overhead and underground general services below 50kW, the point of demarcation for operational control is all switching devices on the Customer's property including the primary switch, transformer and meter.

Primary General Service below 50kW Ownership Demarcation Point

The ownership demarcation point for existing Customers and new Customers for primary overhead and underground general services below 50kW is the point of connection to Elexicon's distribution system.

Refer to Appendix A-1 for the Demarcation Point Summary.

3.2.2 General Service (from 50kW to 500kW)

Secondary General Service from 50kW to 500kW Operational Demarcation Point

The operational demarcation point for overhead and underground secondary services above 50kW are the switching devices including the meter and main switch.

Secondary General Service from 50kW to 500kW Ownership Demarcation Point

The ownership demarcation point for overhead and underground secondary services above 50kW is the point of connection to Elexicon's distribution system.

Primary General Service from 50kW to 500kW Operational Demarcation Point

For primary overhead and underground general services above 50kW, the point of demarcation for operational control is all switching devices on the Customer's property including the primary switch, transformer, meter and main switch.

Primary General Service from 50kW to 500kW Ownership Demarcation Point

The ownership demarcation point for existing Customers and new Customers for primary overhead and underground general services above 50kW is the point of connection to Elexicon's distribution system.

Refer to Appendix A-1 for the Demarcation Point Summary.

3.2.3 General Service (Greater than 500kW up to 3000kW)

General Service from 500kW to 3000kW Point of Demarcation

The operational demarcation point for a general service between 500kW and 3000kW is all switching devices including the load-interrupter switch, main secondary disconnect switch and meter. The Customer will own and maintain the electrical service equipment up to the point of demarcation.

3.3 General Service – Customer-owned Transformation (over 3000kW)

This section refers to the supply of electrical energy to general service Customers with continuous or momentary electrical loads as determined by Elexicon that exceeds 3000kVA.

Service shall be provided as follows:

- a) The ownership demarcation point shall be located at the supply terminals of the Customer's main primary disconnect switch or at a suitable sectionalizing point, as determined by Elexicon.
- b) The operational demarcation point shall be the Customer's main primary disconnect switch, which shall be under the operating control of Elexicon.
- c) The Customer's main primary disconnect switch shall be located on the Customer's and/or owner's property/pole or on Elexicon's pole, at the sole discretion of Elexicon. It shall be protected by suitable surge arresters on its supply side, where required by Elexicon.
- d) The Customer's main disconnecting switch shall be load break type and the type (overhead or underground) and rating shall be approved by Elexicon.
- e) Elexicon shall own and be responsible for the supply, installation and maintenance of primary wires/cables terminations up to the ownership demarcation point. The Customer shall be responsible for all civil structures and conduits carrying Elexicon owned assets on private property.
- f) The Customer shall supply, install and maintain all poles, primary wires/cables, terminations and conduits on the load side of the ownership demarcation point.

3.3.1 Transformation

Customers within this classification shall provide, own and be responsible for transformation facilities from high voltage to low voltage for all transformers at the Customer's premises and, as such, shall construct, maintain and operate said transformation facilities in accordance with the requirements of the Ontario Electrical Safety Code.

Customer-owned transformers connected to Elexicon's distribution system shall be new and built in accordance with CSA Standard CAN/CSA-C88-M90 Power Transformers and Reactors latest edition. As a general guideline, these transformers shall meet CSA C802 standard specifications with respect to impedances and efficiencies.

The Customer and/or owner must submit the following for review and approval by Elexicon before purchasing and installing their transformation assets:

- a) specification of the transformer including but not limited to kVA capacity, short-circuit rating, manufacturer's performance curves, primary and secondary voltages, configuration, tap positions and bushing design, core and winding construction details, cable termination details, basic impulse levels, insulation class, operating temperature and cooling details;
- b) any non-standard loading conditions (i.e. harmonic loading etc.);
- c) all certified factory and field acceptance test results including but not limited to resistance measurements, no-load loss at rated voltage, exciting current at rated voltage, impedance and load loss, applied potential tests, induced potential tests, polarity and phase relation tests, ratio test, low frequency test and chopped wave and full wave impulse tests (losses shall be corrected to 85°C);
- d) a coordination study, which demonstrates co-coordinated protection between Elexicon's over-current protection installed at the point of primary supply (where applicable), the transformer's (or substation's) high-voltage over-current protection and the transformer's (or substation's) low-voltage over-current protection;
- e) one set of as-built nameplate and outline drawings of the transformer and any high-voltage (and where applicable, medium-voltage) switchgear; and

- f) one set of design and as-built site plan of the transformer station showing the equipment layout, proposed primary connections, grounding and fence details, where applicable.

Elexicon may provide transformation for this class of Customer if the load is distributed at several locations within the property and is fed from a single delivery point (i.e. malls and commercial developments with multiple buildings). The transformers shall be located on native soil suitable for grounding to meet existing Elexicon standards for step and touch potential and shall be looped together (if possible) at the primary voltage and shall not be interconnected at the secondary voltage.

3.3.2 Location of Service Equipment

The location of the supply point, primary cables, transformer, and metering will be established through consultation with Elexicon for both new and upgraded services. Failure to comply may result in relocation of the service at the Customer's expense.

3.3.3 Access

Refer to section 1.7.1.

3.3.4 Inspection

The electrical installation shall be inspected and approved by the ESA. This inspection is required from the ESA and a valid ESA Connection Authorization shall be provided to Elexicon prior to site energization.

3.4 Distributed Energy Resources

If the Customer is intending to operate a distributed energy resource or DER (e.g. generator or energy storage device) in parallel with Elexicon's system, the Customer is required to contact Elexicon. In these cases, Elexicon will provide assistance to ensure that the DER equipment is installed in a proper and safe manner, and in accordance with all applicable codes, standards, regulations, laws and insurance requirements. In all of these cases, Customers will need to coordinate the installation and approval of the DER with the Electrical Safety Authority (ESA). Elexicon will provide Customers with the appropriate contact information for this purpose.

DER classifications are set out in the OEB's Distribution Energy Resources Connection Procedures (DERCP) as shown in the table below:

DER Size	Description
Micro	$\leq 10\text{kW}$
Small	(a) $\leq 500\text{ kW}$ connected on distribution system voltage $< 15\text{ kV}$ (b) $\leq 1\text{ MW}$ connected on distribution system voltage $\geq 15\text{ kV}$
Mid-	(a) $\leq 10\text{ MW}$ but $> 500\text{ kW}$ connected on distribution system voltage $< 15\text{ kV}$

DER Size	Description
Sized	(b) > 1 MW but ≤ 10 MW connected on distribution system voltage ≥ 15 kV
Large	> 10 MW

Regardless of the size of the DER, before considering a DER installation, Customers should contact Elexicon to determine whether there is capacity to accommodate a DER at the location. Some areas of our system may have restricted capacity and may not be able to connect DERs to the system at the location. For more information on potential capacity availability, please visit Elexicon's capacity map on its website.

Customers should complete a [Preliminary Consultation Information Request \(PCIR\) form](#) and e-mail it to dservices@elexiconenergy.com. We encourage you to complete this preliminary request as it will give you additional information on connection details and available capacity.

Elexicon will respond to a completed PCIR within 15 days with a Preliminary Consultation Report (PCR). This report will update Customers on the sufficiency of capacity likely available at the location, whether any changes to infrastructure (e.g. new line expansion, transformer upgrade) is required and if any impact assessment studies will need to be done. The PCR will also include information that Customers will need for the next step in the process.

It is important to note that the PCR is a snapshot in time and does not reserve capacity for a project, capacity is only reserved upon the execution of an offer to connect.

3.4.1 Net Metered Generators

Elexicon's Net Metering program is available to any Elexicon Customer who generates electricity primarily for their own use from a renewable energy source as defined in O. Reg. 541/05.

Elexicon will calculate the bill of an eligible generator participating in the Net Metering program in accordance with O. Reg. 541/05 of the *Ontario Energy Board Act*, 1998.

Customers planning to interconnect their net metering generator with Elexicon's distribution system are required to submit the Application for Operation of Customer-Owned Generation (Part 1) and Net Metering Connection Agreement. Customers are required to pay an application fee (refer to Appendix A-2). Applications and agreements are available at www.elexiconenergy.com.

For more information, visit the Government of Ontario's website: <https://www.ontario.ca/page/save-your-energy-bill-net-metering>.

3.4.2 Connection of Micro-Embedded Generation Facilities (10kW and Less)

Once the Customer has received the Preliminary Consultation Report from Elexicon indicating the project can proceed, the Customer will need to complete the following documents provided by Elexicon in order to move forward with the project:

- Application to connect embedded generation facility

- Micro-generation agreement
- Single-line diagram

The application, agreement and sample single-line diagram are available on Elexicon's [website](#).

3.4.3 Connection of Embedded Generation Facilities (above 10kW)

Small, Mid-Sized and Large DER Connections

Small, mid-sized or large DER connections require a Connection Impact Assessment (CIA). A CIA is a more detailed assessment of the project and its feasibility, technical specifications needed and any potential impacts the project could have on the distribution grid. Additional studies may also be required and will be noted in the PCR response. For generators that exceed 500kW of nameplate capacity, a CIA may also be required by the transmitter (Hydro One) and all associated costs will be borne by the DER Customer.

The CIA application package includes:

- [The CIA Form](#) – completed and signed
 - [Emergency Backup Generator Declaration](#)
- [A signed Study Agreement](#)
- Full payment for required studies by cheque made out to “Elexicon Energy Inc.”
- [Single line diagram](#)
- A construction schedule
- GIS map (not required for existing customers where connecting behind their existing metering connection point)

As these projects are in excess of 10 kW, all technical documents, including the CIA form, must be signed and sealed by a licensed Ontario Professional Engineer.

Once Elexicon receives the CIA application package, Elexicon will review within 14 days to ensure it is complete and, if complete, confirm whether the capacity that was available at the PCR stage is still available (note: capacity is not reserved until the CIA is completed). This also starts the timeframe for our completion of the CIA within:

DER Size	Timing
Small	60 days where distribution system reinforcement or expansion is not required 90 days where distribution system reinforcement or expansion is required
Mid-sized	60 days + 15 days if another distributor CIA is required
Large	90 days +15 days if another distributor CIA is required Also require a System Impact Assessment to determine any impact on the IESO-administered grid

After capacity has been confirmed and the CIA process is complete, the process then moves to the connection agreement phase. The agreements required includes:

- A Connection Cost Agreement (CCA), which sets out the scope of the work and an estimate of the costs to connect the project to the distribution system. If the project also requires transmission work, Elexicon will include the costs of this work in its CCA and pay these costs to the transmitter.

- The Connection Agreement, which includes specific terms and conditions relating to connection and access to a Elexicon's distribution system. For small and mid-sized generators, this agreement is in a form required by the Ontario Energy Board.

Once the CCA and payment have been received, Elexicon will begin the work required to connect the DER. At the same time, the Customer or the Customer's contractor can proceed with the construction of the DER facility.

When construction is complete, the Customer will need to apply for a connection authorization from the Electrical Safety Authority (ESA). The Customer must also submit final detailed design documents to Elexicon for review as well as the completed and signed Connection Agreement. Once Elexicon receives the ESA authorization, Elexicon will arrange for an inspection and connection of the DER to our distribution system.

3.4.3 DER Not Interconnected

The following section refers to Customers planning to install a DER for isolated operation, with no connection to Elexicon's distribution system.

Customers with DERs that are not to be interconnected with the distribution system should contact Elexicon and provide the electrical capacity, manufacturer and name of the electrical installer.

Elexicon may request a copy of the manufacturer information. There is no formal application or fee required.

It is important that the DER be installed in accordance with applicable codes and that the operation of the DER not interfere with Elexicon's reliable supply of electric power to the Customer and other facilities.

Elexicon's services are available to Customers to assist with the review of the installation plans to ensure that the safety and reliability of Elexicon's distribution system not be affected. Refer to Appendix A-2 for application fees.

3.4.3.1 DERs Interconnected with Momentary Closed Transition Transfers

The following section refers to Customers planning to install a DER for momentary closed transition operation, with connection to Elexicon's distribution system for less than 100ms.

Customers with DERs that are to be interconnected with the distribution system for less than 100ms (momentary closed transition transfer) are required to complete and submit the Application for Operation of Customer-Owned Generation (available at <http://www.elexiconenergy.com>) along with the corresponding application fee (refer to Appendix A-2) to Elexicon. Once the application is received, Elexicon will review the proposed DER installation.

As part of our application review process, Elexicon will examine the ability of the distribution system to accept the new DER. On certain parts of the distribution system, Elexicon may need to replace existing equipment or add some new equipment in order to accommodate the Customer DER. Elexicon will then incur costs beyond what is normally required to operate and maintain the system to benefit all Customers. To ensure fairness to all Customers, the Customer will need to pay for any system upgrades that will be needed. If this is the case for the planned DER installation, Elexicon will advise the Customer of the additional cost, and seek the agreement before approving the application. The Customer will be required to sign a system upgrade contract that obligates the Customer to reimburse Elexicon for any additional expense incurred. The Customer shall provide any additional information to Elexicon if required for the

application process.

Customers can contact Elexicon during the review process to find out the status of the application. If the application is not approved for any reason, Elexicon will explain the reason and be available to discuss the plans with the Customer.

If the application is approved, Elexicon will confirm if there are any other requirements to be considered during the DER installation process including inspection by ESA. The Customer will be required to sign a contract (available at www.elexiconenergy.com) in which the Customer will agree to operate the DER safely, maintain the unit properly, and maintain insurance as needed.

It is important that the DER be installed in accordance with applicable codes and that the operation of the DER not interfere with Elexicon's reliable supply of electric power to the Customer and other facilities. Elexicon will make all metering arrangements and connect the DER facility to the distribution system within the timelines specified in the Distribution System Code.

Elexicon's services are available to Customers to assist with the review of the installation plans to ensure that the safety and reliability of Elexicon's distribution system not be affected.

For a closed transition project a Connection Impact Assessment (CIA) is not required, but Elexicon would require, as a minimum, the following prepared by the customer in a bound report format, sectioned as follows:

1. Statement of Conformance - Confirmation of Fast Transfer (<100ms) sealed by a P.Eng.;
2. Operational Narrative;
3. Single Line Diagram(s) ;
4. Commissioning Reports;
 - a. Factory Test Report;
 - b. Field Test Report;
5. Trip & Close logic;
6. Short Circuit & Co-ordination Study;
7. Electrical Safety Authority – Certificate of Inspection;
8. Elexicon Application for Operation of Customer-Owned Generation; and
9. Elexicon Connection Agreement for Momentary Closed Transition Operation.

3.5 Embedded Market Participant

Under the "Market Rules for the Ontario Electricity Market", Chapter 2, Section 1.2.1., "No person shall participate in the IESO-administered markets or cause or permit electricity to be conveyed into, through or out of IESO-controlled grid unless that person has been authorized by the IESO to do so..."

A Customer who is an embedded market participant will meet all requirements of the OEB and the IESO related to that status and will provide initial and regular information and data to Elexicon as required by these agencies and the relevant Codes.

A Connection Agreement with Elexicon will be required.

3.6 Embedded Distributor

All embedded distributors within the service jurisdiction of Elexicon are required to inform Elexicon of their status in writing, thirty (30) days prior to the supply of energy from Elexicon. The terms and conditions applicable to the connection of an embedded distributor shall be included in the Connection Agreement with Elexicon.

3.7 Unmetered Connections

In general, all connections will be metered. However, certain types of electrical loads are not practical to meter, or the cost of metering represents an inordinate expense to both the Customer and Elexicon. A typical unmetered load in Elexicon's service territory may consist of municipally or provincially owned roadway lighting located on road allowance.

Elexicon has the sole right to determine if a load is to be classified as unmetered.

When a Customer is eligible for an unmetered service and has chosen such, Elexicon may choose to meter the load at any time and for any duration to, for example, verify or study typical usage (i.e., amount or profile) at the Customer's expense. Also, when requested by Elexicon the Customer shall undertake, at their cost, electrical usage profile studies by using either an Elexicon acceptable certified lab or acceptable in-field metering unit. The interim results and final report are to be provided to Elexicon in a format and timeframe acceptable to Elexicon otherwise the account will be set up on the full-service entrance nameplate rating, and energy consumption will be based on twenty-four (24) hours of use.

If, at any time, Elexicon determines that a meter be installed to measure electricity consumption at an existing unmetered connection, the Customer shall install all equipment necessary, as required under the appropriate rate class, in accordance with Elexicon's Conditions of Service, within sixty (60) days of receipt of notice from Elexicon or a reasonable timeframe as agreed to by Elexicon.

An unmetered Customer cannot allow other consumers to use unmetered electrical power from their system without the written consent of Elexicon.

Elexicon no longer offers new unmetered sentinel lights. This applies to any upgrades.

Elexicon will both communicate and offer to engage with unmetered load Customers in relation to any new developments that would affect unmetered load Customers. Such developments may include preparation of cost allocation studies for cost-of-service rate applications, recent load profile studies or other rate-related materials that may materially impact unmetered load Customers. At such time, Elexicon may request updated information related to a Customer's unmetered load connections.

3.7.1 Street Lighting

The following section relates to the supply of power for street lighting installations. Street lighting installations shall be in accordance with the requirements of ESA.

The street light owner is responsible to submit an application to Elexicon for attachment and supply. Attachment of street lights to Elexicon owned poles and electrical supply to street lights is subject to approval by Elexicon. The street light owner is responsible for ensuring that all street light attachment works is completed by qualified personnel.

Unless otherwise specified, the service to street lights will be unmetered. Street lighting is supplied at a rate approved by the OEB (see www.elexiconenergy.com for Elexicon's Tariff of Rates and Charges). Energy consumption will be based on connected wattage information submitted by the Customer and calculated as per hours of use, subject to the approval of Elexicon.

3.7.1.1 Point of Demarcation

The Operational and Ownership Demarcation Point for street lighting systems is the point of connection to Elexicon's distribution system. The owner is responsible for the installation and maintenance of the street lighting system in accordance with ESA and Elexicon's specifications.

Re-design and inspection services are at the expense of the owner. The owner is responsible for installing, maintaining and repairing its equipment and/or facilities, including the service conductors from the supply point to the load. If for any reason a supply point and/or the pole is relocated, the owner will be contacted and informed that the service conductors must be extended at a cost to the owner to the new supply point. Where additional or new facilities must be installed to specifically serve the owner, the owner may be required to pay for the additional facilities and perpetual maintenance thereof.

3.7.1.2 Service Requirements

Elexicon will determine the service voltage and location of the electrical supply for street lighting systems.

The Customer shall provide the following information to Elexicon before any service information can be established:

- a) Number of street lights to be installed;
- b) Lamp and ballast wattage;
- c) Type of lamp (HPS/MH/LED);
- d) Drawings; and
- e) Third Party Attachment Application.

The Customer is required to notify Elexicon in writing of any completed changes to unmetered loads that may affect load demand and energy consumption data and billing. Changes will be incorporated for billing on a go-forward basis starting from the next bill period after the changes have been communicated.

The Customer is provided a monthly statement of *Street Lighting Units in Service* from Elexicon which facilitates reconciliation of the statement by the Customer as to the number and type of street light connections, as well as the accuracy of load demand and energy consumption. The approved statement data is used to determine the monthly bill to the Customer.

3.7.1.3 Inspection

The electrical installation shall be inspected and approved by the ESA. This inspection is required from the ESA and a valid ESA Connection Authorization shall be provided to Elexicon prior to site energization.

3.7.1.4 Servicing Costs

Elexicon has outlined the corresponding fees for street lighting connections in Appendix A-2.

3.7.2 Unmetered Scattered Loads

Unmetered loads are billed based on an estimated usage and load profile. Elexicon has the sole right to determine if a load is to be classified as unmetered. Unmetered Customers shall not allow other Customers to use the unmetered electrical power from their system without the written consent of Elexicon.

This service will be classed and billed as unmetered scattered load, as approved by the OEB (see www.elexiconenergy.com for Elexicon's Tariff of Rates and Charges). Energy consumption will be based on connected wattage information submitted by the Customer and calculated as per hours of use.

3.7.2.1 Point of Demarcation

The operational and ownership demarcation point for unmetered scattered load/sentinel light is the point of connection to the Elexicon distribution system.

Re-design and inspection services are at the expense of the Customer. The Customer is responsible for

installing, maintaining and repairing its equipment and/or facilities, including the service conductors from the supply point to the load. If for any reason a supply point is relocated, the Customer will be contacted and informed that the service conductors must be extended at a cost to the Customer to the new supply point. Where additional facilities must be installed to specifically serve the Customer, the Customer may be required to pay for the additional such facilities and perpetual maintenance thereof.

3.7.2.2 Service Requirements

The method and location of supply will vary and will be established for each application through consultation with Elexicon. New connections for unmetered sentinel lights are no longer available. The service voltage for Unmetered Scattered Load and existing sentinel lights will be 120/240 volts, single phase, 3-wire. The Customer will provide and maintain the secondary conductor to the supply point. Elexicon will install and connect the service conductor at the supply point.

Where transformation does not exist, it will be provided and considered an expansion of the system. A capital contribution may be required.

The Customer shall provide the following information to Elexicon before any service information can be established:

- a) Number of services;
- b) Electrical specifications;
- c) Service requirements;
- d) Drawings; and
- e) Third Party Attachment Application.

The Customer is required to notify Elexicon in writing of any completed changes to unmetered loads that may affect load demand and energy consumption data and billing. These changes are entered in Elexicon's Geographic Information System (GIS) along with other relevant information. It is the data supplied by the GIS that is submitted to the Elexicon billing system to develop the monthly bill to the Customer. Changes will be incorporated for billing on a go-forward basis starting from the next bill period after the changes have been communicated. Further, it is the responsibility of the Customer to contact Elexicon as to any billing data discrepancies.

3.7.2.3 Inspection

The electrical installation shall be inspected and approved by the ESA. This inspection is required from the ESA and a valid ESA Connection Authorization shall be provided to Elexicon prior to site energization.

3.7.2.4 Servicing Costs

Elexicon has outlined the corresponding fees for unmetered scattered load/sentinel light connections in Appendix A-2.

3.8 Temporary Services

Temporary services are typically installed for the purpose of providing construction power, power to special events, or for situations requiring power for up to, but not exceeding six (6) months. Services that are anticipated to be in place longer than six (6) months will be considered permanent and are covered under the appropriate servicing conditions.

The temporary service is defined as single phase (120/240V), not more than 200A service. Elexicon may provide for other capacity (primary or secondary) at the Customer's expense.

3.8.1 Service Requirements

The location of the service supply point and details of metering shall be established through consultation with Elexicon. Failure to comply may result in modifications at the Customer's expense.

The Customer must complete an Elexicon Service Request, receive and accept an Offer to Connect/Service Layout prior to any construction to determine a supply point and associated costs. Further, the Customer contract for service and pay the necessary fees prior to any service being energized.

3.8.2 Overhead Temporary Service

The Customer has the responsibility to provide for the supply and installation of all facilities from the point of connection to the service entrance. Elexicon supplies the service conductors to the Customer's first point of connection.

Elexicon shall install and connect the service conductor at the supply point; however, the Customer's installation shall meet ESA's and Elexicon's service connection requirements identified in the Offer to Connect/Service Layout.

First point of attachment must be within thirty (30) metres of the supply point. Any required private poleline must be self-supported and built to comply with the requirements of the ESA.

3.8.3 Underground Temporary Service

The Customer has the responsibility to provide for the supply and installation of all facilities including a continuous, completely buried underground cable to be installed from the transformer to the meter base.

Elexicon shall connect the Customer's service conductor at the transformer; however, the Customer's installation shall meet ESA's and Elexicon's service connection requirements identified in the Offer to Connect/Service Layout.

3.8.4 Temporary Service Costs

For temporary service basic rate install/remove charges at the supply point, refer to Elexicon's Tariff of Rates (available at www.elexiconenergy.com). All costs above that of the connection and removal is the responsibility of the Customer.

The three temporary service charges identified in Elexicon's Tariff of Rates - Specific Service Charges include temporary service install & remove – overhead – no transformer, temporary service install & remove – underground – no transformer, and temporary service install & remove – overhead – with transformer.

Elexicon's basic services for each of these temporary services are:

1. Temporary service install & remove – overhead – no transformer, covers the cost for Elexicon to connect the temporary service conductor to our pole mounted transformer secondary terminals or secondary bus. Also included in this cost is the disconnection of service and recovery of Elexicon's plant.
2. Temporary service install & remove – underground – no transformer, covers the cost for Elexicon to connect the Customers temporary service conductor to our pad mounted transformer secondary terminals. Also included in this cost is the disconnection of service and recovery of Elexicon's plant.
3. Temporary service install & remove – overhead – with transformer, covers the cost for Elexicon to supply and install a single phase, pole mounted transformer (up to 50 kVA) and connect the Customer's temporary service conductor to transformer secondary terminals. Also included in this

cost is the disconnection of service and recovery of Elexicon's plant.

When installation and removal charges for temporary service exceed those for basic temporary service, Elexicon will provide an estimate of the variable costs to the Customer. The Customer is required to pay a deposit in the amount of the estimated variable costs prior to the installation of the service by Elexicon. The variable costs will include installation and removal of primary or secondary wire, transformations and metering.

The Customer is responsible for supplying and installing all pole lines required for the installation of temporary service on private property.

At the discretion of Elexicon, all temporary services may be removed or re-inspected at the end of six (6) months from date of energization. The Customer must contact Elexicon at least two (2) weeks before the anniversary of the date of energization to arrange temporary services removal, or to make other arrangements to the satisfaction of Elexicon. Any ESA inspections, and its associated costs, are the responsibility of the Customer. Further, the Customer must provide relevant ESA inspection documentation to Elexicon when so requested.

SECTION 4 - GLOSSARY OF TERMS

Affiliate Relationship Code (ARC) means the code, approved by the Board and in effect at the relevant time, which among other things, establishes the standards and conditions for the interaction between electricity distributors or transmitters and their respective affiliated companies;

Backup generator means a generation facility that only operates in the absence of utility supply and has a transfer switch which isolates it from the distribution system such that "generation" cannot be paralleled to the distribution system for safety, metering, and equipment damage reasons;

Basic Connection has the meaning set forth in Section 2.1;

Basic Connection Allowance has the meaning set forth in Section 3.1;

Board means the Ontario Energy Board (OEB);

Business day means any day that is not a Saturday, a Sunday, or a holiday;

Conditions of Service means the document developed by Elexicon in accordance with Section 2.4 of the Distribution System Code that describes the operating practices and connection rules for Elexicon;

Connection means the process of installing and activating connection assets in order to distribute electricity;

Connection Authorization means the Connection Authorization issued by the Electrical Safety Authority;

Connection Agreement means an agreement entered into between a distributor and a person connected to its distribution system that delineates the conditions of the connection and delivery of electricity to or from that connection;

Connection assets means that portion of the distribution system used to connect a Customer to the existing main distribution system, and consists of the assets between the point of connection on a distributor's main distribution system and the ownership demarcation point with that Customer;

Consumer means a person who uses, for the person's own consumption, electricity that the person did not generate;

Contract unless stated otherwise shall mean an agreement between Elexicon and the Customer for the supply of electricity or any other commodity or service that Elexicon will provide. The supply and consumption of electrical energy shall be construed as acceptance of such contract;

CSP means the centralized service provider engaged by the Board to administer the OESP on the Board's behalf;

Customer means a generator or consumer whose facilities are connected to or are intended to be connected to a distributor's distribution system. This includes developers of residential or commercial subdivisions;

Developer shall mean a person(s) owning property that new or modified electrical services are to be installed;

Disconnection means a deactivation of connection assets which results in cessation of distribution services to a consumer;

Disconnection/collection trip is a visit to a Customer's premises by an employee or agent of the distributor to collect payment of an outstanding amount or to shut off or limit distribution of electricity to the Customer failing payment;

Distribute with respect to electricity, means to convey electricity at voltages of 50 kilovolts or less;

Distributed Energy Resource or DER means, for the purposes of the DERCP, an electricity source that is connected to a distribution system for the purpose of providing energy, typically through a connection on the customer-side of an ownership demarcation point. For the purpose of the previous sentence, "sources" generate electricity (e.g. generation facilities and energy storage facilities when discharging);

Distributed Energy Resource Connection Procedure or DERCP means the document referred to in section 6.2 of the DSC;

Distribution Licence means Elexicon's Distribution Licence issued by the Ontario Energy Board (OEB), Licence No. ED-2019-0128;

Distribution services means services related to the distribution of electricity and the services the Board has required distributors to carry out;

Distribution system means a system for distributing electricity, and includes any structures, equipment or other things used for that purpose. A distribution system is comprised of the main system capable of distributing electricity to many Customers and the connection assets used to connect a Customer to the main distribution system

Distribution System Code or DSC means the code, approved by the OEB, and in effect at the relevant time, which, among other things, establishes the obligations of a distributor with respect to the services and terms of service to be offered to Customers and Retailers and provides minimum technical operating standards of distribution systems;

Distributor refers to Elexicon;

Distributor-owned or Elexicon-owned asset means an asset owned by a distributor other than an asset installed as part of a basic connection;

Electric Vehicle Supply Equipment or EVSE means electrical supply equipment that is dedicated to supplying a source of electricity for the sole purpose of charging electric vehicles;

Electric Vehicle Charging Connection Procedures means the document issued from time to time by the Board that sets out a procedure for the connection of EVSE and that is referred to in sections 6.1.6 and 6.1.6.1 of the DSC;

Electricity Act means the *Electricity Act, 1998, S.O 1998, c.15, Schedule A*;

Electrical Safety Authority (ESA) means the person or body designated under the Electricity Act regulations as the Electrical Safety Authority;

Elexicon is a distributor and is properly known as Elexicon, including its officers, employees and agents;

Eligible low-income Customer means:

- (a) a residential electricity Customer who has been approved by the CSP for the OESP; or
- (b) a residential electricity Customer who has been approved by a LEAP Intake Agency for Emergency Financial Assistance;

Embedded distributor means a distributor that is provided electricity by a host distributor;

Embedded generator means a generator whose generation facility is not directly connected to the IESO-controlled grid, but rather is connected to a distribution system, and has the extended meaning given to it in section 1.9 of the Distribution System Code;

Embedded Retail Generator means a Customer that:

- (a) is not a wholesale market participant or a net metered generator;
- (b) owns or operates an embedded generation facility, other than an emergency backup generation facility;
- (c) sells output from the embedded generation facility to the Independent Electricity System Operator (IESO) under contract or to a distributor;

Emergency means any abnormal system condition that requires remedial action to prevent or limit loss of a distribution system or the supply of electricity that could adversely affect the reliability of the electricity system. In addition to the electrical context of emergency, emergency also includes prevention of loss of life or property;

Emergency backup generation facility means a generation facility that has a transfer switch that isolates it from a distribution system;

Emergency Financial Assistance means emergency financial assistance under LEAP;

Enhancement means a modification to the main distribution system that is made to improve system operating characteristics such as reliability or power quality or to relieve system capacity constraints resulting, for example, from general load growth, but does not include a renewable enabling improvement;

EPAP means Equal Pre-Authorized Payment Plan;

EPP means Equal Payment Plan;

Expansion means a modification or addition to the main distribution system in response to one or more requests for one or more additional Customer connections that otherwise could not be made, for example, by increasing the length of the main distribution system, and includes the modifications or additions to the main distribution system identified in section 3.2.30 of the Distribution System Code but in respect of a renewable energy generation facility excludes a renewable enabling improvement;

Generation facility means a facility for generating electricity or providing ancillary services, other than ancillary services provided by a transmitter or distributor through the operation of a transmission or distribution system, and includes any structures, equipment or other things used for that purpose;

Generator means a person(s) who owns or operates a generation facility;

Good utility practice means any of the practices, methods or acts engaged in or approved by a significant

portion of the electrical utility industry in North America during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good practices, reliability, safety and expedition. Good utility practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods or acts generally accepted in North America;

Holiday means a holiday described in section 88 of the Legislation Act, 2006, S.O. 2006, c. 21, Sched. F as well as the August Civic holiday;

Host distributor means a distributor who provides electricity to an embedded distributor;

IESO means the Independent Electricity System Operator continued under the *Electricity Act*, 1998;

IHSA means Infrastructure, Health & Safety Association;

Interval meter means a meter that measures and records electricity use on an hourly or sub-hourly basis;

Large-embedded generation facility means an embedded generation facility with a nameplate rated capacity of more than 10 MW;

LEAP means the Low-Income Energy Assistance Program established by the Board;

LEAP Intake Agency means a social service agency, municipality or government agency that assesses a residential electricity consumer's eligibility for Emergency Financial Assistance;

Load Control Device means a load limiter, timed load interrupter or similar device that limits or interrupts normal electricity service;

Market Rules means the rules made under section 32 of the *Electricity Act*, 1998;

Measurement Canada means the Special Operating Agency established in August 1996 by the Electricity and Gas Inspection Act, 1980-81-82-83, c. 87, and Electricity and Gas Inspection Regulations (SOR/86-131);

Meter Installation means the meter and, if so equipped, the instrument transformers, wiring, test links, fuses, lamps, loss of potential alarms, meters, data recorders, telecommunication equipment and spin off data facilities installed to measure power past a meter point, provide remote access to the metered data and monitor the condition of the installed meter equipment;

Micro-embedded generation facility means an embedded generation facility with a name-plate rated capacity of 10 kW or less;

Mid-sized embedded generation facility means an embedded generation facility with a name-plate rated capacity of 10 MW or less and:

- (a) more than 500 kW in the case of a facility connected to a less than 15 kV line; and
- (b) more than 1 MW in the case of a facility connected to a 15 kV or greater line;

MIST meter means an interval meter from which data is obtained and validated within a designated settlement timeframe. MIST refers to "Metering Inside the Settlement Timeframe";

MOST meter means an interval meter from which data is only available outside of the designated

settlement timeframe. MOST refers to "Metering Outside the Settlement Timeframe";

OESP means the Ontario Electricity Support Program established pursuant to section 79.2 of the Ontario Energy Board Act;

Offer to Connect has the meaning set forth in Section 2.1.2;

OHSA means Ontario Occupational Health and Safety Act;

Ontario Electrical Safety Code means the code adopted by O. Reg. 164/99 as the Electrical Safety Code;

Ontario Energy Board (OEB) regulates the natural gas and electricity sectors in the Province of Ontario;

Ontario Energy Board Act means the *Ontario Energy Board Act, 1998, S.O. 1998 c.15, Schedule B*, as amended from time to time;

Operational Demarcation Point means the physical location at which a distributor's responsibility for operational control of distribution equipment including connection assets ends at the Customer;

Ownership Demarcation Point means the physical location at which a distributor's ownership of distribution equipment including connection assets ends at the Customer;

Rate means any rate, charge or other consideration, including a penalty for late payment;

Retail Settlement Code means the code approved by the Board and in effect at the relevant time, which, among other things, establishes a distributor's obligations and responsibilities associated with financial settlement among Retailers and Customers and provides for tracking and facilitating Customer transfers among competitive Retailers;

Retailer means a person(s) who retails electricity;

Service area, with respect to a distributor, means the area in which Elexicon Energy Inc., is authorized by its license to distribute electricity;

Small-embedded generation facility means an embedded generation facility which is not a micro-embedded generation facility with a nameplate rated capacity of 500 kW or less in the case of a facility connected to a less than 15 kV line and 1MW or less in the case of a facility connected to a 15 kV or greater line;

Standard Service Supply Code (SSS) means the code approved by the Board. This code establishes the minimum conditions that a distributor must meet in carrying out its obligations to sell electricity under Section 29 of the *Electricity Act, 1998*;

STR means Service Transaction Request;

Transmission system means a system for transmitting electricity, and includes any structures, equipment or other things used for that purpose;

Transmission System Code (TSC) means the code, approved by the Board, that is in force at the relevant time, which regulates the financial and information obligations of the transmitter with respect to its relationship with customers, as well as establishing the standards for connection of customers to, and expansion of a transmission system;

Transmitter means a person(s) who owns or operates a transmission system

Unmetered Loads means electricity consumption that is not metered and is billed based on estimated usage;

Veridian Territory or **former Veridian Territory** means any territory of Elexicon that is located in the Veridian Connections Rate Zone as defined in Elexicon Energy Inc.'s Electricity Distribution Licence (ED-2019-0128);

VPAP means Variable Pre-Authorized Payment Plan; and

Wholesale market participant means a person that sells or purchases electricity or ancillary services through the IESO-administered markets.

APPENDICES

- A-1 Demarcation Point Summary: Operational and Ownership
- A-2 Standard Charges for Various Services
- B - Elexicon Energy Inc. Specific Requirements - Electric Vehicle Charging Connection Procedure

Appendix A-1: Demarcation

Point Summary: Operational and Ownership

Type of Connection	Reference Section	Ownership Demarcation Point*
		Standard Allowance
		Operational Demarcation Point
Residential – Low Voltage Supply	3.1	Overhead - Top of Customer standpipe or mast. Underground - Line side of Customer's meter base.
		30m of overhead, 200A, low voltage wire and transformer capacity; or equivalent cost of underground service.
		Line side of meter base.
Residential – High Voltage Supply	3.1	Overhead – Connection point of Elexicon's lines to customer's first point of attachment (pole, structure). Underground – Supply side of customer's high voltage switch when the transformer is owned by the customer OR secondary terminals of transformer when the transformer is owned by Elexicon.
		30m of overhead, 200A, low voltage wire and transformer capacity; or equivalent cost of underground service.
		Line side of meter base.
Traffic Signals, Crosswalks, etc.	3.9.2	Overhead - Top of Customer standpipe or mast. Underground - Line side of fuse or disconnect switch in Customer's first vault, hand-hole, or junction box.
		Not Applicable.
		Same as Ownership.
Decorative Lights – each light supplied from uncontrolled, available, Elexicon supply lines.	3.9.2	Overhead - Top of Customer standpipe or mast. Underground - Line side of fuse or disconnect switch in Customer's first vault, hand-hole, or junction box.
		Not Applicable.
		Same as Ownership.
Decorative Lighting String – lights supplied from municipal-owned, controlled circuits, with available Elexicon supply lines. Per connection from Elexicon supply to municipal circuit.	3.9.1	Overhead - Top of Customer standpipe or mast. Underground - Line side of fuse or disconnect switch in Customer's first vault, hand-hole, or junction box.
		Not Applicable.
		Same as Ownership, subject to restrictions where circuits occupy or are attached to Elexicon equipment.

Type of Connection	Reference Section	Ownership Demarcation Point*
		Standard Allowance
		Operational Demarcation Point
General Service – Low Voltage Supply	3.2, 3.3	Overhead or Underground – Connection of Elexicon lines or transformers to customer's first point of attachment.
		Not Applicable.
		Overhead - Top of Customer standpipe or mast.
		Underground - Line side of fuse or main disconnect switch in Customer's service entrance equipment.
General Service – High Voltage Supply	3.2, 3.3, 3.4	Overhead – Connection point of Elexicon's lines to customer's first point of attachment (pole, structure).
		Underground – Supply side of customer's high voltage switch when the transformer is owned by the customer OR secondary terminals of transformer when the transformer is owned by Elexicon.
		Not Applicable.
		Load side terminals of Elexicon's transformer(s).
General Service - Customer Owned Substations	3.5	Load side of the Elexicon's disconnect device.
		Not Applicable.
		Line side of the Customer's main disconnect device.

* The ownership demarcation point is where Elexicon owned and maintained equipment on the public right-of-way ends and the customer's equipment on private property begins.

Appendix A-2: Standard Charges for Various Services

A **Basic Connection** for each residential Customer (based on a 120/240V service size $\leq 200A$) shall include the supply and installation of overhead distribution transformation capacity, or an equivalent credit for transformation equipment and up to 30m of overhead conductor, or an equivalent credit for underground secondary service cable. The Basic Connection Allowance is \$550.00.

Note: Harmonized Sales Tax (HST) is not included in the charges listed below and will apply.

RESIDENTIAL SERVICE (OTHER THAN SUBDIVISION AGREEMENTS) - Basic Connection Allowance applicable.

Service Type	Basic Connection Allowance	Variable Connection Charge	Disconnect/Reconnect Only on a per site visit basis (Customer Requested)
Overhead or Underground	\$550.00	Actual costs will apply for connection assets (excluding meter) and installation beyond Basic Connection Credit.	ESA connection authorization required for reconnection. The below charges apply to Customers in the former Veridian territory only. At meter: Business hours: \$65.00 After hours: \$185.00

GENERAL SERVICE (INCLUDING APARTMENT BUILDINGS) - Basic Connection Allowance not applicable

Service Type	Basic Connection Allowance	Variable Connection Charge	Disconnect/Reconnect Only on a per site visit basis (Customer Requested)
$\leq 50kW$	\$0.00	Actual costs will apply for connection assets (excluding meter) and installation.	Valid ESA Connection Authorization required for reconnection. The below charges apply to Customers in the former Veridian territory only. At meter: Business hours: \$65.00 After hours: \$185.00
$> 50kW$	\$0.00	Actual costs will apply for connection assets (excluding meter) and installation.	Valid ESA Connection Authorization required for reconnection.

UNMETERED SERVICES - Basic Connection Allowance not applicable

The Customer shall provide the service wire to the connection point.

Service Type	Basic Connection Allowance	Variable Connection Charge	Disconnect/Reconnect Only on a per site visit basis (Customer Requested)
• Street lighting • Unmetered scattered load connections	\$0.00	Actual costs will apply for connection assets (excluding meter) and installation.	Valid ESA Connection Authorization required for reconnection.

EMBEDDED GENERATOR - Basic Connection Allowance not applicable

Service Type	Basic Connection Allowance	Variable Connection Charge	Disconnect/Reconnect Only on a per site visit basis (Customer Requested)
≤10kW - Parallel operation with Elexicon system	\$0.00	Actual costs will apply for connection assets (excluding meter) and installation.	Valid ESA Connection Authorization required for reconnection. The below charges apply to Customers in the former Veridian territory only. At meter: Business hours: \$65.00 After hours: \$185.00
>10kW Parallel operation with Elexicon system	\$0.00	Actual costs will apply for connection assets (excluding meter) and installation.	Valid ESA Connection Authorization required for reconnection.

EMBEDDED GENERATOR – Application and Connection Impact Assessment Charges

Service Type	Application	*Connection Impact Assessment Charge (CIA)
≤10kW - Parallel operation with Elexicon System	\$500.00	n/a
>10kW - Parallel operation with Elexicon system	\$1200.00	\$5,000.00

*Please note that for Generators that exceed 500kW of nameplate capacity, a Connection Impact Assessment (CIA) may also be undertaken by the Transmitter (Hydro One) and all associated costs will be borne by the Generator, which will be in excess of the costs shown here.

Appendix B

Elexicon Energy Inc. Specific Requirements

Electric Vehicle Charging Connection Procedure

This appendix outlines Elexicon Energy Inc.'s (Elexicon) specific requirements related to the process for connection of non-residential Electric Vehicle Supply Equipment (EVSE) to Elexicon's distribution system.

Customers who are looking for preliminary information on potential distribution system capacity to accommodate a non-residential EVSE are encouraged to submit an [EV Preliminary Consultation Information Request](#). Please note that capacity is not reserved until a Customer has signed an Offer to Connect with Elexicon.

1. Connection Request

Customers looking to request non-residential EVSE connections should complete and submit Elexicon's [Connections and Upgrades Request](#) form.

2. Basic Connection for Non-Residential Customers

Elexicon does not have a defined basic connection allowance for non-residential connections, including EVSEs. Customers will be required to pay to Elexicon the actual costs incurred for connection assets (excluding meter) and for installation, as set out in the Offer to Connect.

3. Offer to Connect: Estimate or Firm Offer

Where a capital contribution is required further to an economic evaluation, the amount of the capital contribution included in Elexicon's initial Offer to Connect will be an estimate. A final economic evaluation will be carried out once the facilities are energized based on forecasted revenues and the actual costs incurred.

4. Capital Contribution

Elexicon will perform an initial economic evaluation for distribution system expansion to determine whether the future revenue from the Customer will recover the capital and ongoing maintenance of the expansion project.

- If the net present value over the horizon period (including the effect of taxes) is positive, no capital contribution will be required from the Customer.
- If the net present value over the revenue horizon period (including the effect of taxes) is negative, a capital contribution will be required from the customer for the full amount of the negative net present value. Elexicon will still require the Customer to provide an expansion deposit as outlined in the Offer to Connect.

If the capital contribution amount resulting from the final economic evaluation is different from the capital contribution amount in the initial economic evaluation calculation, Elexicon will credit the Customer, or obtain from the Customer, any difference between the two calculations.

5. Work Under the Alternative Bid Option

Elexicon allows Customers to seek an alternative bid for the work that is eligible for alternative bid (see section 3.2 of the [Distribution System Code](#) "DSC"). This only applies to the construction of new distribution facilities where a capital contribution is required and the construction does not involve physical contact with distributor's existing distribution system.

At the time that an Offer to Connect is issued to the Customer, Elexicon will include an estimate of the costs involved in performing the work that is eligible for alternative bid, which outlines the requirements and associated fees should the Customer choose to proceed with an alternative bid for the "contestable works" as outlined in the Offer to Connect.

If the Customer chooses to proceed with an alternative bid, the Customer shall only use qualified contractors for the work that is eligible for alternative bid provided that the customer agrees to transfer the expansion facilities that are constructed under the alternative bid option to Elexicon upon completion.

6. Expansion Deposit

In determining the expansion deposit amount, Elexicon complies with section 3.2.20 of the DSC and generally collects 100% of the present value of the projected capital costs and on-going maintenance costs of the expansion project in determining the expansion deposit amount.

7. Connection Agreement or Other Agreement

Customers making EVSE connections will not be required to enter into any separate connection agreement other than the Offer to Connect.

8. Applicable Service Conditions for Connecting New Service

The Customer's electrical installation shall be inspected and have a valid "Connection Authorization" form from the ESA prior to connection of the Customer's service to Elexicon's distribution system. Services that have been disconnected for upgrades, repairs, metering tampering or have been left out of service for a period of six (6) months or longer must also be inspected by ESA and have a valid "Connection Authorization" received prior to reconnection.

The Customer's electrical installation in relation to Elexicon's supply facilities must be approved and conform to Elexicon's specifications for underground and overhead services. The installation of metering equipment and related metering facilities must be approved by Elexicon prior to the installation. Inspections during the installation will be conducted by Elexicon in accordance with the Offer to Connect and/or Service Layout and/or Specifications and Standards.

Once all applicable service conditions are satisfied, a connection for a new service request will be completed within:

- low voltage service (<750 volts) – five (5) business days from the date the conditions were satisfied, or at such later date as agreed to between the customer and Elexicon
- high voltage service (>750 volts) – 10 business days from the date the conditions were satisfied, or at such later date as agreed to between the customer and Elexicon

For clarity, applicable service conditions to be satisfied includes:

- Any distribution system expansion facilities must be constructed and energized;
- Any high voltage connection assets to be connected or upgraded must be inspected and energized;
- Customer to set up an energy account with Elexicon's Customer Care team wherein they contract with Elexicon for electricity service;
- Customer to pay any required security deposit for the account; and
- Satisfaction of the other conditions described above in this section (e.g. that Elexicon has received the ESA Connection Authorization, etc).