Conditions of Service

Alectra Utilities Corporation

Last Revised: May 22, 2024

Revision 1.2

PREFACE

CONDITIONS OF SERVICE

Alectra Utilities' Conditions of Service contains three major sections:

Section 1 (Introduction): contains references to the legislation that covers the Conditions of Service, the rights of the Customer and of Alectra Utilities, and the dispute resolution process.

Section 2 (General Distribution Activities): contains references to services and requirements that are common to all the Customer classes. This section covers items such as Capital Contribution, Billing, Hours of Work, Emergency Response, Power Quality and Availability Voltages.

Section 3 (Customer Specific): contains references to services and requirements specific to the respective Customer class. This section covers items such as Service Entrance Requirements, Delineation of Ownership, Special Contracts, and Metering etc.

Other sections include the Glossary of Terms **(Section 4)**, and Appendices **(Section 5)**.

Table of Contents

1. INTRODUCTION

1.1 IDENTIFICATION OF DISTRIBUTOR AND SERVICE AREA

Alectra Utilities Corporation, referred to herein as “Alectra Utilities”, “Alectra” or the “Distributor”, is a corporation incorporated under the laws of the Province of Ontario to distribute electricity to Customers within its licensed service area, which generally includes Alliston, Aurora, Barrie, Beeton, Bradford, Brampton, Dundas, Guelph, Hamilton, Markham, Mississauga, Penetanguishene, Richmond Hill, Rockwood, St. Catharines, Stoney Creek, Thornton, Tottenham and Vaughan. Please refer to Schedule 1 of Alectra’s Electricity Distribution License ED-2016-0360 for a detailed description of Alectra’s service area.

Nothing contained in these Conditions of Service or in any contract for the supply of electricity by Alectra Utilities shall prejudice or affect any rights, privileges, or powers vested in Alectra Utilities 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

The supply of electricity or related services by Alectra to any Customer shall be subject to various laws, Regulations and Codes, including, but not limited to, applicable provisions of the latest editions of the following and Regulations thereunder:

Electricity Act;
Ontario Energy Board Act;
Alectra Utilities Distribution License;
Affiliate Relationships Code for Electricity Distributors and Transmitters;
Transmission System Code;
Distribution System Code;
Retail Settlement Code;
Standard Service Supply Code;
Electricity and Gas Inspection Act;
Ontario Electrical Safety Code;
Ontario Building Code;
Public Service Works on Highways Act;
Municipal Freedom of Information and Protection of Privacy Act;
Market Rules for the Ontario Electricity Market;
Occupational Health and Safety Act;
Accessibility for Ontarians with Disabilities Act;
Canadian Standards Association;
These Conditions of Service; and

Any other obligation or requirement as prescribed by legislation or regulations.

In the event of a conflict between these Conditions of Service and Alectra Utilities Distribution License, or any of the Codes, Acts or Regulations listed above, the License, Code or Act listed above shall prevail.

In the event of a conflict between these Conditions of Service and a Connection Agreement executed by a Customer and Alectra Utilities, the Connection Agreement shall govern.

Customers and their agents must plan and design the required electricity service in adherence to all applicable provincial and Canadian Electrical Codes, and all other applicable Federal, Provincial and Municipal laws, regulations, codes, and by-laws.

1.3 INTERPRETATION

In these Conditions of Service, unless the context requires otherwise:

- Headings, paragraph numbers, underlining and other conventions are provided for convenience only, and do not affect the interpretation of these Conditions of Service;
- Words referring to the singular include the plural, and vice-versa;
- Words referring to a gender include any gender.
- Reference to a document, act, code or bylaw shall be reference to the document, act, code or bylaw as amended, re-enacted or replaced from time to time.
- Any reference to duration of time in working days shall be a reference to the normal working days of Alectra Utilities and will not include any weekends, statutory holidays or holidays recognized by Alectra Utilities.

1.4 AMENDMENTS AND CHANGES

The provisions of these Conditions of Service, and any amendments to it made from time to time, form part of any contract between Alectra and any Customer, Retailer, or Generator; where these Conditions of Service shall supersede all previous Conditions of Service of Alectra, or any of its predecessors, as of the effective date.

The Customer shall be responsible for contacting Alectra to ensure it has obtained the current version of these Conditions of Service. Alectra may charge a reasonable fee for providing the Customer with a copy of this document.

In the event of changes to these Conditions of Service, Alectra shall issue a notice on and/or included with the Customer's bill. Should customers wish to provide comments, they shall do so within the period of time and in a way as identified in any such notice.

1.5 CONTACT INFORMATION

Corporate Address:

Alectra Utilities Corporation
2185 Derry Road W.,
Mississauga, ON L5N 7A6

Telephone: 1-833-ALECTRA (1-833-253-2872)

1. Outages and power supply issues (24/7/365)
2. Customer Service (8:30 a.m. – 4:30 p.m.)
3. By extension or employee directory

Online: www.alectrautilities.com

1.6 CUSTOMER RIGHTS

All Customers shall have non-discriminatory access to Alectra's Distribution system and services in accordance with the terms of these Conditions of Service and the applicable Acts, Regulations, and Codes and License(s).

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

- Alectra Utilities in providing Distribution Services to the Customer;
- Customer in being connected to Alectra Utilities' Distribution System;
- Alectra Utilities or the Customer in meeting their respective obligations under these Conditions of Service, license(s) and any other applicable law.

Notwithstanding the above, neither Alectra nor the Customer shall be liable under any circumstances for any loss of profits or revenue, business interruption losses, loss of contract or loss of goodwill, or for any indirect, consequential, incidental or special damages, including but not limited to punitive or exemplary damages, whether any of the said liability, loss or damages arise in contract, tort or otherwise.

A Customer or an Embedded Generator shall indemnify and hold harmless Alectra, its directors, officers, employees, and agents from any claims made by any third parties in connection with the construction, installation or operation of a generator by or on behalf of the Customer or Embedded Generator.

Alectra assumes no risk and will not be liable for damages resulting from the presence of its equipment on the Customer's premises or approaches, or for any action, omission, occurrence, or negligence by any persons over whom Alectra has no control, as detailed in these Conditions of Service.

If an account is opened in more than one person's name, all those named are deemed to be the Customer and are jointly and severally responsible for compliance with these Conditions of Service, and for the payment of rates and charges in accordance with same.

1.6.1 Defective Customer Equipment

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

The Customer is responsible for the ongoing maintenance and good repair of their electrical service equipment. If any of the other items associated with the electrical equipment require repair or replacement, the new equipment or repair shall comply with all current codes, regulations and specifications.

1.6.2 Operating Control

The Customer will provide a convenient and safe place, satisfactory to Alectra, for installing, maintaining and operating Alectra's equipment in, on, or about the Customer's premises. Alectra 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 of any Person over whom Alectra has no control.

Unless an employee or an authorized agent of Alectra or a Customer lawfully entitled to do so, no Customer shall remove, replace, alter, repair, inspect or tamper with Alectra Utilities' equipment.

Customers will be required to pay the cost of repairs or replacement of Alectra Utilities' equipment that has been damaged or lost by the direct or indirect act or omission of the Customer or its agents.

The physical location on the Customer's premises at which Alectra's responsibility for operational control of distribution equipment, including connection assets, ends is defined by the Distribution System Code ("DSC") as the operational demarcation point.

Operation and operating control of high voltage equipment at a Customer's premises shall be as defined in an Operating Agreement entered into with the Customer.

1.7 DISTRIBUTOR RIGHTS

Alectra may request certain information from the Customer including, but not limited to the Customer's credit report, driver's license, date of birth, articles of incorporation and/or business registration, as appropriate. Customers are obligated to provide Alectra with information that is true, complete, and correct. The information is used and maintained in accordance with Alectra's Privacy Policy. Alectra Utilities may, at any time, verify the accuracy of all information provided and may obtain additional credit information from a credit-reporting agency as required.

If Alectra is unable to establish the identity of a Customer based on the information provided by the Customer, Alectra may disconnect the Customer in accordance with these Conditions of Service and any applicable law.

Alectra Utilities shall have the right to access Customer property in accordance with Section 40 of the Electricity Act, 1998. At the request of Alectra, the Customer is required to provide keys and/or an area for mounting a key box to allow access to the above equipment. In the event that access to a Customer's property is not made available within a reasonable time, Alectra may disconnect the supply of electricity to the Customer. Alectra's policies and procedures with respect to the disconnection process are further described in Section 2.2 – Disconnection.

Alectra may install a device at the metering point which allows Alectra access to safely connect or disconnect the supply of electricity as well as the right to relocate the meter to an accessible location on the Customer's property at the Customer's expense.

1.8 DISPUTES

Any dispute between Customers or Retailers and the Distributor shall be settled according to the dispute resolution process specified in Section 16 of Alectra Utilities' Distribution License.

1.8.1 Dispute Resolution Process

Dispute resolution process:

i. Initial contact regarding a service complaint should be submitted to a Customer Care Representative during regular business hours or through the Contact section of Alectra Utilities website (www.alectrautilities.com). Alectra Utilities can be contacted by telephone, email or mail and will make every reasonable effort to address the dispute.

ii. If the Customer Care Representative cannot resolve the dispute it can be escalated to the appropriate Senior Customer Care Representative or Customer Care Supervisor. If not immediately available, the Senior Customer Care Representative or Customer Care Supervisor will contact the Customer within two business days.

iii. If the Senior Customer Care Representative or Customer Care Supervisor cannot resolve the dispute, it can be escalated to the Customer Care Manager. If not immediately available, the Manager will contact the Customer within two business days.

iv. If a Customer, Consumer, Retailer or their agent remains unsatisfied with the resolution, they may submit disputes to the Director of Customer Care in writing, via fax, email or mail.

v. In the event that the dispute cannot be resolved with Alectra Utilities, it may be referred to an independent third-party complaint resolution agency or the OEB.

Upon resolution of the dispute, the Customer may request and will receive a summary of the actions taken by Alectra in resolving the dispute. The Customer may also request and receive a copy of the code, policy or other documents that affected the outcome of the dispute.

Alectra will keep records of all complaints. These records will include the following:

- Person's name and address
- Nature of complaint
- Resolution date
- Results of resolution

1.9 FORCE MAJEURE

Neither the Customer nor Alectra Utilities shall be held to have committed an event of default in respect of any obligation under these Conditions of Service or the DSC if prevented from performing that obligation because of a force majeure event pursuant to Section 2.3 of the DSC.

2. DISTRIBUTION ACTIVITIES (GENERAL)

2.1 CONNECTIONS – PROCESS AND TIMING

Under the terms of the Distribution System Code, Alectra has an obligation either to connect or to make an Offer to Connect ("OTC") to any Customer that is within its service area. If the Customer is not the registered landowner, Alectra must have the written consent of the registered landowner in order to enter into any agreement (including an OTC). For further clarification refer to Sections 2.1.7.5 Tenant or Occupier Customer and 2.1.7.6 Owner Liability for Tenant or Occupier of this Conditions of Service ("COS") document.

The Customer or the Customer's representative is required to apply for new or upgraded electrical services, temporary electrical services, and disconnection of existing electrical services in writing. The Customer will provide Alectra with sufficient lead-time in order to ensure:

i. the timely provision of the removal of an existing service or supply of a new or upgraded electrical service or temporary electrical services to a premise; or
ii. the availability of adequate capacity for additional loads to be connected to the distribution system and/or premise.

Prior to the preparation of a design for a service, the Customer or the Customer's representative is required to consult with Alectra concerning the availability of supply, the supply voltage, service location, metering and any other details. Not all standard voltage offerings are available at every location. The Customer must consult with Alectra to determine what voltage is available at a particular site, and the Customer is required to obtain prior approval from Alectra for the use of a specific voltage at a specific location. These requirements are separate from and in addition to those of the ESA. Alectra will confirm, in writing, the characteristics of the electricity supply.

Alectra will make every effort to respond to a Customer's written request for a Customer connection within fifteen (15) calendar days of receipt of the written request. Alectra will make an offer to connect within sixty (60) calendar days of receipt of the written request, unless other necessary information is required from the Customer before the offer can be made. Alectra Utilities will notify the Customer of any extended lead times that may be necessary if the connection process requires special equipment or if equipment delivery problems arise.

Alectra does not guarantee the availability of what may have been the on-site capacity of a property or facility at the time service was removed due to the dynamic nature of the electrical distribution system. Customers are encouraged to make capacity queries on specific properties as early as possible so that Alectra may confirm the availability of capacity.

In addition to any other requirements in these Conditions of Service, the connection of the Customer and the supply of electricity are conditional upon:

i. Alectra being permitted and able to provide such supply;
ii. Alectra being able to obtain the necessary apparatus, material and easements;
iii. Alectra being able to construct any necessary works required to provide the service; and
iv. The Customer having made application, providing the necessary service details, accepting an OTC and paying any monies owed.

Should Alectra not be able to meet the conditions specified, Alectra shall have no obligation to connect or supply, and the Customer hereby releases Alectra from any such obligation or liability associated therewith.

2.1.1 Building that Lies Along

For the purpose of these Conditions of Service, “lies along” means a property or parcel of land that is directly adjacent to or abuts onto the public road allowance where Alectra has distribution facility with appropriate voltage and adequate capacity.

Under the terms of the DSC and as provided in Section 28 of the *Electricity Act*, Alectra has the obligation to connect a building or facility that “lies along” its distribution line, provided:

i. the building can be connected to Alectra Utilities’ distribution system without an expansion or enhancement; and
ii. the service installation meets the conditions listed in the Conditions of Service.

The location of the Customer's service entrance equipment is subject to the approval of Alectra Utilities and the ESA.

Alectra will designate the point of supply on its distribution system for all primary and secondary services. In some cases, the point of supply could be located on an adjacent property for which Alectra has an easement.

Sections 2.3 and 3 outline the conditions under which Alectra will provide service to Customers that “lie along” an existing distribution line. Alectra provides service to Customers meeting these conditions. Section 2.1.3 outlines the conditions that may result in a refusal to connect.

Service connection facilities, except for the basic overhead connection for residential services are provided at the Customer’s cost. A Basic Connection is defined as the actual or equivalent costs to supply and install overhead distribution transformer capacity and up to 30 meters of overhead

service conductor. Alectra provides this basic connection at no charge to all residential Customers.

Any requirements for connection above the basic connection shall be subject to a variable connection charge, calculated as the cost associated with the installation above and beyond the basic connection. Alectra will recover this amount from a Customer through a connection charge or equivalent payment, known as a variable connection charge.

For the purposes of a connection (as opposed to an expansion) the OTC will be based on a firm cost, and not subject to true up. In certain instances, Alectra may require a non-refundable design pre-payment from the Customer, which will be applied against the variable connection charge. If the Customer cancels the connection process prior to execution of the OTC, Alectra will return the design pre-payment, less any amounts owing for work undertaken by Alectra. If the Customer cancels the connection process at anytime after construction has started, Alectra will return the full payment of the OTC, less any amounts owing for work undertaken by Alectra.

Alectra will supply one electric service connection to any building or complex of buildings on the same legal parcel of land (property). The service connection shall originate from the frontage on public road allowance. Alectra Utilities reserves the right to require a loop feed to be completed for system reliability. If other voltages and/or additional servicing arrangements are required, the Customer shall supply their own facilities.

Where the required service length is beyond the standard length, or outside of the standard supply arrangements, as provided by Alectra, a Customer may be required to own and maintain all of the service connection facilities. Standard service does not include transformer and/or conductor support structures or other civil works required to be installed on the Customers' property. These types of facilities are to be provided and maintained by the Customer. Transformation facilities located on the public road allowance are included within the distribution rate structure. In some cases Alectra may be required to install Alectra-owned equipment on Customer installed infrastructure (for example, a transformer on Customer pole or foundation or underground primary cable in duct).

A Customer requesting a new or upgraded service connection to the distribution system shall complete the Service Request Form and provide the required service and load information. The form is available on Alectra's website. Additional information such as the documentation indicated in Section 2.1.2.1 shall also be required before an OTC is provided.

If an expansion to the distribution system is required to connect a Customer to the distribution system, further costs and processes may be applicable (Refer to Section 2.1.2 of this Conditions of Service document).

2.1.2 Expansions/Offer to Connect

An expansion is required when:

i. building a new line to serve the connecting Customer;
ii. rebuilding a single-phase line to three-phase to serve the connecting Customer;
iii. rebuilding an existing line with a larger size conductor to serve the connecting Customer;
iv. replacing a transformer to a larger MVA size;
v. converting a lower voltage line to operate at higher voltage;
vi. upgrading a voltage regulating transformer or station to a larger MVA size; and/or
vii. adding or upgrading capacitor banks to accommodate the connection of the connecting Customer.

Where an expansion is required, the entire development will be treated as an expansion and, consequently, the Customer will not be eligible for a Basic Connection as detailed in Section 2.1.1.

Alectra will perform an economic evaluation for every expansion project. For Customers other than Embedded Generators, the economic evaluation will be based on Alectra's estimate of the Customer's monthly consumption. In deriving this estimate Alectra will consider loading information provided by the Customer or reasonably determined parameters based on the project or development. That is, where the load and/or Customer requirements are unknown or cannot be estimated, loading based on development parameters and available historical information will be used in the economic evaluation of the project.

The amount that Alectra charges a Customer for the expansion, other than an Embedded Distributor or Embedded Generator, will include the calculated difference in present value between the projected capital and ongoing operating expenses and the projected revenue for distribution services due to the expansion along with other expenses permitted under the DSC. If after calculating the economic evaluation of the project the Net Present Value ("NPV") of the costs and revenues associated with the expansion is less than zero (i.e., negative), a capital contribution by the Customer in the amount of the shortfall shall be required. The methodology for conducting this economic evaluation is consistent with Appendix B of the Distribution System Code.

2.1.2.1 Expansion Request Requirements from Customer

When an expansion is requested or required, the Customer will first be required to provide information relevant to the project.

Prior to the preparation of a design for a service, the Customer, or its authorized representative, shall complete an application form which details all the requirements to begin the design. The Application can be found on Alectra's website. The Customer shall submit the application at least six (6) months prior to a proposed in-service date.

Where project drawings are required by Alectra for the review of items under its jurisdiction, the Customer or its authorized representative shall ensure that proposal drawings are provided in full compliance with Alectra's standards. Review of project drawings by Alectra shall not relieve the Customer of its responsibility for full compliance with Alectra's standards and all relevant standards and statutes.

Alectra designs its distribution system for Customers so that alternate feeders can be used to provide power to Customers in the event of a system outage. When a system outage occurs, Alectra, where available, will control the transfer of loads between feeders to restore power to Customers unless otherwise specified in the current Operating Agreement between the Customer and Alectra Utilities.

2.1.2.2 Offer to Connect

If an expansion of the distribution system is required to facilitate a connection, Alectra will perform an economic evaluation in accordance with the guidelines set out in the Distribution System Code. These guidelines establish the terms under which a capital contribution may be required from the Customer.

The initial estimate and the final economic evaluation will be calculated at no expense to the Customer. If the Customer subsequently submits revised plans, Alectra may provide, at the Customer's expense, a new offer based on the revised plans.

If the capital contribution or expansion deposit amount resulting from the final economic evaluation differs from the initial economic evaluation calculation, Alectra will obtain from the Customer, or credit the Customer for, any difference between the two calculations, as applicable. Alectra will provide the Customer with the calculations used to determine the final capital contribution and the final expansion deposit amounts.

Alectra will provide the preliminary planning, design consultation and engineering specifications for the expansion, and include these costs in the capital cost calculation for the work. Upon acceptance of an OTC for an expansion, the Customer will be required to enter into a Capital Cost Recovery Agreement ("CCRA"), where applicable, as illustrated in Appendix 5.4. Both Alectra and the Customer will be required to sign the agreement and the Customer will be obligated to provide the necessary financial contributions, deposits and/or guarantees as required.

2.1.2.3 Alternative Bid

For the alternative bid eligible portion of the expansion, a Customer has the choice of obtaining alternative bids from Alectra's Contractor list, if the work:

i. requires a capital contribution from the Customer; and
ii. will not involve work on Alectra Utilities' existing distribution assets.

If a Customer chooses to obtain the services of a contractor to construct the assets that are eligible for the work that is subject to alternative bid, the Customer is required to follow the conditions and requirements as outlined by Alectra's OTC.

Consistent with the DSC, certain elements of expansion projects are not eligible for alternative bid, including:

i. distribution system planning; and
ii. the development of specifications for any of the following:
    a. the design of an expansion;
    b. the engineering of an expansion; and
    c. the layout of an expansion.

Work that requires physical contact with Alectra Utilities' existing distribution system is not eligible for alternative bid unless, at Alectra's discretion, a decision is made to allow such work to be eligible for alternative bid.

The specifications of all work under an alternative bid shall be made in accordance with design and technical standards and specifications as approved by Alectra. Alectra will inspect and approve all aspects of any constructed facilities as a part of system commissioning, prior to connecting the constructed facilities to the distribution system. Consistent with the DSC, Alectra will charge a Customer that chooses an Alternative Bid any additional applicable costs as necessary. Additionally, Alectra will retain and use an expansion deposit to cover Alectra's costs if Alectra must complete, repair, or bring up to standard any of the facilities.

2.1.2.4 Capital Contributions

Alectra will collect the estimated capital contributions as calculated in the economic evaluation model at the time specified in the CCRA (or OTC for Subdivisions). If the OTC is based on an estimate, a final economic evaluation based on the actual costs incurred will be carried out once the facilities are energized. If the OTC is a firm offer then there will be no true up, unless the alternative bid was chosen. In such a case, Alectra will carry out a final economic evaluation once

the facilities are energized, based on the amounts used in the firm offer for costs and any transfer price paid by Alectra to the Customer.

Where the Customer has chosen the alternative bid option, the capital costs to be used in the final economic evaluation will be the lower of Alectra's offer to construct for the work that is subject to alternative bid or the construction costs as supplied by the Customer, plus Alectra's capital costs to construct the work that is not subject to alternative bid.

2.1.2.5 Un-forecasted Load/Customers

As per the Distribution System Code, un-forecasted Customers that connect to the distribution system during the five-year connection horizon as defined in Appendix B of the DSC will benefit from the earlier expansion and should contribute their share. The DSC directs that the Distributor should collect from these un-forecasted Customers an amount equal to the apportioned benefit that they receive, with the benefit determined by considering factors such as 'relative name-plate rated capacity', 'relative non-coincident peak demand', and 'line-length'.

In the event that a Customer is added to an eligible expansion project that was constructed and/or paid for by another Customer, Alectra will perform an economic analysis as per Appendix B of the Distribution System Code. Depending on the outcome of the evaluation performed, these Customers may be required to provide a capital contribution if the present value of the projected revenue is less than the present value of the projected costs (which includes the apportioned costs as per above). Where the overall economic evaluation determines that there is a deficiency, the unforeseen Customers will be required to provide a capital contribution to offset this deficiency. In such an event, Alectra will pay to the initial contributor a rebate and collect the appropriate share from the un-forecasted Customer.

Expansions are eligible for reconciliation for un-forecasted Customers for a period of five (5) years after the first connection to the expanded distribution facilities.

2.1.2.6 Expansion Deposit

For expansions that require a capital contribution, an expansion deposit will be applied for up to 100% of the present value of the forecasted revenues. For expansions that do not require a capital contribution, an expansion deposit will be applied for up to 100% of the present value of the projected capital costs and on-going maintenance costs.

Where the Customer has chosen the alternative bid option and Alectra is required to complete, repair or bring up to standard any part of the constructed facilities, such costs shall be included and drawn from the expansion deposit.

Once the facilities are energized, Alectra shall annually return the percentage of the expansion deposit in proportion to the actual connections (for residential developments) or actual demand (for commercial and industrial developments) that materialized in that year (i.e., if twenty percent of the forecasted connections or demand materialized in that year, then Alectra shall return to the Customer twenty percent of the expansion deposit). This annual calculation shall only be done for the duration of the five-year Customer connection horizon. If at the end of the Customer connection horizon the forecasted connections (for residential developments) or forecasted demand (for commercial and industrial developments) have not materialized, Alectra shall retain any remaining portion of the expansion deposit. The Customer is responsible for providing connection details to Alectra in a timely fashion.

Where the Customer has chosen the alternative bid option, Alectra Utilities may retain at least ten percent of the expansion deposit for a warranty period of at least two (2) years. Such warranty period begins:

i. when the last forecasted connection in the expansion project materializes (for residential developments) or the last forecasted demand materializes (for commercial and industrial developments); or
ii. at the end of the Customer connection horizon as defined in Appendix B of the DSC, whichever is first.

Upon the completion of the two-year warranty period and subject to a final inspection by Alectra and the satisfactory correction by the Customer of any deficiencies revealed by such inspection, Alectra will refund the remaining portion of the expansion deposit, less any security amount used by Alectra in repairing any deficiencies.

2.1.2.7 Timing of Service Energization Obligation

When all conditions for a new or upgraded service have been met, Alectra Utilities will connect a new service of less than 750 Volts within five (5) working days, and a high-voltage service (greater than 750 Volts) within ten (10) working days.

Alectra requires notice prior to energization. Where applicable, the following may be required before energization:

i. All applicable documents signed, and full payment received;
ii. Easements;
iii. All Customer civil work completed and approved by Alectra;
iv. transformer installed;
v. Customer secondary cables installed in secondary duct bank and connected at service entrance;

vi. Primary cable installed and connected at the transformer and to the distribution system;
vii. Metering complete, including communication infrastructure;
viii. Switchboard/switchgear drawings (low or high voltage) received and reviewed by Alectra;
ix. Operating Agreement, as required, signed;
x. All required inspection certificates from the ESA received by Alectra;
xi. Customer-owned equipment specifications and shop drawings supplied to Alectra;
xii. Pre-inspection test and commissioning of Customer-owned transformer and other substation equipment supplied to Alectra;
xiii. Final inspection by Alectra's inspector; and
xiv. All other requirements provided by Alectra Utilities.

Upon completion of all of the items above, Alectra is entitled to the time stipulated in the OTC to energize the service.

2.1.2.8 Timing and Process for Embedded Market Participant, Embedded Generation, and Embedded Distributor

Requirements regarding the process and timing of Embedded Generation Facility connections are set forth in Section 3.4 – Embedded Generation.

Requirements regarding the process and timing of Embedded Distributor connections are set forth in Section 3.6 – Embedded Distributor.

Requirements regarding Operating Agreements for an Embedded Market Participant, an Embedded Generator, an Embedded Distributor, and load transfers are set forth in Sections 3.4-3.6 inclusive.

2.1.2.9 Timing and Process for Electric Vehicle Supply Equipment Connections for Non-residential Customers

Requirements regarding the process and timing of non-residential Electric Vehicle Supply Equipment are set forth in the Distribution System Code, the Electric Vehicle Charging Connection Procedures on the OEB's website, and Appendix 5.5 of these Conditions of Service.

2.1.3 Connection Denial

Alectra Utilities has the right to refuse to connect a Customer for any of the following reasons:

i. Contravention of the laws of Canada or the Province of Ontario;

ii. A stop-work order under the Building Code Act ("Ontario")
iii. Violation of conditions in Alectra Utilities' Distributors License;
iv. Use of a distribution system line for a purpose that it does not serve and that Alectra does not intend it to serve;
v. Existence of an unsafe worker situation beyond normal risks inherent in the operation of Alectra's distribution system;
vi. Direct hazard to the public;
vii. Inability of Alectra Utilities to perform meter reading, planned inspections or maintenance;
viii. Adverse effect on the reliability or safety of the distribution system;
ix. A material decrease in the efficiency of Alectra's distribution system;
x. A materially adverse effect on the quality of distribution services received by an existing connection;
xi. If the person or business requesting the connection, or an associated business, owes Alectra money for distribution services, or potential increases in monetary amounts that are already in arrears with Alectra;
xii. If an electrical connection to Alectra's distribution system does not meet Alectra and ESA's requirements;
xiii. By order of the ESA;
xiv. By order of the Independent Electricity System Operator ("IESO");
xv. Electrical disturbance propagation caused by Customer equipment that is not corrected in a timely fashion;
xvi. Failure of the Customer to enter into an OTC or any other legal agreement required by this Conditions of Service document;
xvii. Failure on the part of the Customer to comply with a term of any agreement made between the Customer and Alectra, including but not limited to a Connection/Operating Agreement or a Capital Cost Recovery Agreement;
xviii. By order of another authority with jurisdictional power;
xix. Non-payment of a security deposit identified in the Conditions of Service.

Alectra will inform the Customer of the reason(s) for denial and, where Alectra Utilities is able to provide a remedy will make an offer to connect or reconnect. If Alectra is unable to provide a remedy to resolve the issue, it is the Customer's responsibility to do so before a connection or reconnection can be made.

The Customer will have thirty (30) calendar days from the date of Alectra's denial to complete the application and/or remove the denial condition(s), failing which the application shall be null and void. Should the Customer complete the application and/or remove the denial condition(s) within thirty (30) calendar days, Alectra will provide an OTC within sixty (60) calendar days of the date of receipt of the completed provision of required information.

If Alectra determines that unsafe conditions exist on a Customer's property, Alectra may make application to the ESA for an inspection of the property.

2.1.4 Inspection Before Connection

A Customer is required to apply to the ESA for inspection of an electrical installation or part thereof before Alectra will connect or reconnect the Customer to its distribution system.

Before connecting to Alectra Utilities' distribution system, Alectra will inspect all electrical connections to ensure that they satisfy the Distributor's technical requirements. This inspection is not required when a protective device acceptable to Alectra separates the connection. Alectra will not connect a Customer if the connection does not satisfy its technical requirements.

Services that have been disconnected for the purposes of upgrade or change, or services that have been altered subsequent to ESA approval, must be re-inspected and approved by the ESA via a Connection Authorization prior to the re-energization of a Customer's supply of electricity. For services that have been disconnected for a period of six (6) months or longer, Alectra may require that the conditions of a "new service" be met upon receipt of a reconnection request. In such situations, the Customer will be required to obtain an ESA inspection of the electrical installation and Connection Authorization before Alectra can reconnect the Customer.

Temporary services, typically used for construction purposes and for a period of twelve (12) months or less, must be approved by the ESA via a Connection Authorization to connect prior to energization.

Alectra Utilities reserves the right to perform a pre–energization inspection on Customer-owned substations. Alectra may at any time re-inspect any electrical installation.

Provision for metering shall be inspected and approved by Alectra prior to energization and must comply with Alectra's Metering requirements (Refer to Section 2.3.7 of this Conditions of Service document).

2.1.5 Relocation of Plant

When requested to relocate distribution plant, such as meters, wires, poles, or other equipment owned by Alectra Utilities, Alectra will exercise its rights and discharge its obligations in accordance with existing Acts, by-laws and regulations including the Public Service Works on Highways Act, agreements, easements and law. In the absence of existing agreements, Alectra is not obligated to relocate the plant. However, Alectra shall resolve the issue in a fair and reasonable manner. Resolution in a fair and reasonable manner shall include consideration of the impact of the proposed relocation on other Customers. The response to the requesting party shall

explain the feasibility or unfeasibility of the relocation and a fair and reasonable charge for relocation based on cost recovery principles.

The Customer shall contact Alectra prior to undertaking work that may result in an encroachment on Alectra Utilities' plant. If a Customer encroaches upon the electrical and working clearances set by Alectra, Alectra shall determine in a fair and reasonable manner whether the Customer shall be required to remove the encroachment at its own expense, or shall pay, based on cost recovery for work required, the costs incurred by Alectra to have the required distribution plant relocated.

Where a Customer requests relocation or undertakes any work that results in an encroachment on Alectra Utilities distribution plant, the Customer shall:

i. Notify Alectra Utilities and request that Alectra Utilities determine in a fair and reasonable manner whether the relocation of the existing distribution plant is acceptable;
ii. If, at Alectra Utilities' discretion, a Coordination Agreement is required, enter into an agreement with Alectra Utilities to execute the relocation; and,
iii. Pay for the relocation costs incurred by Alectra to have the required Alectra distribution plant relocated, based on the Coordination Agreement, if applicable, or cost recovery principles.

Consistent with the DSC, where a Customer requests relocation of Alectra's distribution plant, Alectra shall recover the associated costs of relocation from the Customer. Where distribution plant is relocated by Alectra's own volition, Alectra shall bear the cost of relocation.

If a Customer encroaches upon the electrical and working clearances set by Alectra, Alectra shall determine in a fair and reasonable manner whether the Customer shall be required to remove the encroachment at its own expense, or shall pay, based on cost recovery for work required, the costs incurred by Alectra to have the required distribution plant relocated.

Alectra may collect a design pre-payment from the Customer in order to initiate design activities in the preparation of a job-quotation for distribution plant relocation works. Upon acceptance of the job-quotation, the design pre-payment will be credited towards the Customer's financial obligations for the relocation work. If the Customer does not accept Alectra's job-quotation, or if the Customer withdraws its application, or if Alectra is unable to provide a job-quotation, then Alectra may refund the design pre-payment less any costs incurred by Alectra.

2.1.6 Easements and Access to Equipment

To maintain the reliability, integrity and efficiency of the distribution system, the Distributor has the right to have supply facilities on private property and to have easements registered against title to the property.

Easements are required whenever Alectra Utilities facilities must pass over or under a private property in order to service a Customer other than the owner of that property. The Customer grants to Alectra the right, privilege and easement to use free of charge or rent as much of the Customer's land as Alectra may deem necessary, acting reasonably, to supply electricity to the Customer and another or other Customers. Where any of the Corporation's distribution equipment is on the Customer's lands at the date of any Agreement, such right includes the maintenance and use of the distribution equipment in its present location.

The Customer will be responsible for acquiring, at their sole cost and expense, all the necessary easements and discharges or postponements when portions Alectra Utilities' distribution system must be located on lands owned by another party for the benefit of the Customer, and such expense shall include all surveying and legal costs incurred by the third party property owner and Alectra Utilities. It shall be the responsibility of the Customer to maintain the easement free of any permanent structure, (i.e., garages, sheds, fences, etc.), and to clear the easement of any trees, shrubs, buildings, etc. to allow access to Alectra Utilities' plant at any time.

The Customer or Developer will prepare, at its own cost, any required reference plan to the satisfaction of Alectra Utilities. The Customer's solicitor will prepare and submit an electronic copy of easement documents along with four copies of a deposited reference plan and forward these to Alectra Utilities' Legal Department for review and acceptance. Alectra will review and approve the documents and forward them to the Land Registry Office for registration, in turn, Alectra receives copies for their records.

Easements will be registered on title prior to energization of the service.

2.1.7 Contracts

Alectra will only connect a new or modified supply of electricity upon receipt of a completed and signed OTC or Service Layout as applicable, in a form acceptable to Alectra, along with payment to Alectra for any applicable connection charges, an inspection and approval by the ESA of the electrical equipment for the new service, and when the Customer has agreed to be bound by all of the terms in the contract.

Generators and Customers with Customer-owned substations will be required to sign a Connection or Operating Agreement prior to commencement of service. Alectra may require, at its discretion, other Customers with unusual conditions to sign a Connection Agreement. In addition to contracting for the conveyance of electricity and the use of Alectra Utilities' distribution

system, Connection or Operating Agreements will typically define boundaries and responsibilities for the ownership, operation and maintenance of equipment at the Customer's location.

2.1.7.1 Opening and Closing of Accounts

A Customer who wishes to open or close an account for the supply of electricity shall contact Alectra by phone, written request (including email), or other means acceptable to Alectra.

Alectra may require a security deposit from a new or existing Customer as a condition of supplying or continuing to supply electricity in accordance with the Alectra Credit Policy, which is available on Alectra's website at www.alectrautilities.com/conditions-service.

A Customer who wishes to close an account with Alectra must provide Alectra with at least seven (7) business days' notice in advance of the date the service is to be discontinued, so that Alectra Utilities can obtain a final meter reading as close as possible to the required date. Where suitable advance notice of the closing of an account is not provided, the Customer is responsible for all charges billed and the account retroactive adjustment will not be applied.

2.1.7.2 Implied Contracts

In all cases, notwithstanding the absence of a formal contract or agreement, the consumption of electrical energy from Alectra Utilities by any Person or Persons implies and constitutes the acceptance of the terms and conditions of all regulations and rates as established by Alectra Utilities. Such acceptance and use of energy shall be deemed the acceptance of a binding contract with Alectra Utilities and the person so accepting shall be liable for payment for all services and energy received and the contract shall be binding upon the Person's heirs, administrators, executors, successors or assigns.

2.1.7.3 Special Contracts

Special contracts and agreements that are outside the terms of an OTC, CCRA, Connection or Operating Agreement for standard supply and that are specific to the service requested by the Customer normally include, but are not limited to:

i. Construction sites;
ii. Mobile facilities;
iii. Non-permanent structures;
iv. Special occasions;
v. Embedded Generation Facilities;
vi. Embedded distributors;
vii. Farm/Rural services;

viii. Operating conditions;
ix. Maintenance (Customer-owned facilities);
x. Service layout (point of connection plan).

2.1.7.4 Payment by Building Owner

The Owner of a building is responsible for paying for the supply of electricity by Alectra to the Owner's building in accordance with any relevant OEB code or guideline, except for any supply of electricity to the building by Alectra in accordance with a written request or other means acceptable by Alectra, for electricity by an occupant(s) of the building.

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

2.1.7.5 Tenant or Occupier Customer

Where a new Customer is not the Owner of a building, premises or property to which electricity is requested to be supplied, the new Customer shall, upon request, provide to Alectra a copy of the lease or agreement permitting occupation of the building premises or property; and comprehensive contact information concerning the landlord and/or Owner of the property, whichever the case may be. A duly executed confirmation acknowledgement and agreement is required from the Owner as set out in Section 2.1.7.6 Owner Liability for Tenant or Occupier of this Conditions of Service document.

2.1.7.6 Owner Liability for Tenant or Occupier

Building Owners are responsible for notifying Alectra Utilities of any changes in tenancies. Where a Tenant/occupier has terminated their account for the supply of electricity with Alectra the account will automatically transfer to the Owner's name and a reasonable attempt will be made to notify the Owner of the change. The Owner will be responsible for the cost of the supply of electricity from the date of the change in accordance with any relevant OEB code or guideline. The Owner is responsible for providing Alectra with current and comprehensive contact and mailing information. Change in tenancy is subject to a New Connection Charge unless Alectra has established a Landlord Account relationship.

2.1.7.7 Operating Agreements

For new and upgraded Customer-owned substations, the Customer will be required to sign an Operating Agreement prior to energization. Embedded Generation Facilities will also be required to sign an Operating Agreement prior to commencement of service. Alectra Utilities may require, at its discretion, other Customers with unusual conditions to sign an Operating Agreement. In

addition to contracting for the conveyance of electricity and the use of Alectra Utilities' distribution system, Operating Agreements define boundaries and responsibilities for the ownership, operation and maintenance of equipment at the Customer's location. The current version of the Operating Agreement is posted on the Alectra Utilities' website and can be downloaded from www.alectrautilities.com/conditions-service.

2.1.7.8 Capital Cost Recovery Agreement

Where Alectra is entitled under the Conditions of Service to recover all or a portion of the costs of an expansion, and/or to require that a Customer provide a revenue guarantee, Alectra requires that the Customer sign a Capital Cost Recovery Agreement ("CCRA") prior to the start of any construction activities involved with the expansion (see Appendix 5.4). The CCRA describes the work Alectra will perform in respect of the expansion, and any other conditions set forth in the Corporation's Offer to Connect, together with the applicable payment terms (including revenue guarantees, capital contributions, and/or expansion deposits).

2.1.7.9 Assignment and Succession

All agreements and contracts are binding upon Alectra and the Customer and their heirs, executors, administrators, successors, and assigns, respectively. The Customer cannot assign without prior written notice and written consent by Alectra. Such consent will not be unreasonably delayed or withheld.

2.2 DISCONNECTION/RECONNECTION PROCESSES AND CHARGES

Alectra's disconnection procedures are consistent with the Distribution System Code, Section 31 of the *Electricity Act* and good utility practice. Alectra may disconnect or limit the supply of electrical energy for causes not limited to:

- Contravention of the existing laws of Canada, the Province of Ontario, or municipal bylaws;
- Failure of the Customer or Customer's authorized representative to comply with a directive of Alectra Utilities that it makes for purposes of meeting its license obligations;
- A materially adverse effect on the reliability or safety of Alectra Utilities' distribution system;
- A material decrease in the efficiency of Alectra Utilities' distribution system;
- A materially adverse effect on the quality of distribution services received by an existing connection;
- Electrical disturbance propagation caused by Customer equipment that is not corrected in a timely fashion;
- Failure of the Customer to enter into an Offer to Connect required by this COS document;
- Unauthorized generation connected to the distribution system;

- Electrical connection(s) to Alectra Utilities' distribution system that do not meet its design requirements;
- Inaccessibility to Alectra Utilities energized electrical equipment for installing, inspecting, operating, replacing, removing, or maintaining, including reading the meter. This includes contravention of accessibility requirements in Alectra Utilities standards, Ontario Building Code requirements, and Canadian Standards Association ("CSA") standards;
- Overdue amounts payable to Alectra Utilities for the distribution or Retailing of electricity, or for non-payment of a security deposit, in part or in full, payable to Alectra Utilities;
- Where no Customer accepts responsibility for the account;
- Imposition of an unsafe worker situation beyond normal risks inherent in the operation of the distribution system; or for public safety reasons;
- By order of the ESA;
- By order of the IESO;
- By order of another authority with jurisdictional power; or
- Any other conditions documented in this Conditions of Service document or when the requirements of this Conditions of Service document are not satisfied.

Alectra may disconnect or limit the supply of electricity to a Customer without notice in accordance with a court order or as provided for under the *Law Enforcement and Forfeited Property Management Statute Law Amendment Act*, 2005 (Bill 128), or for emergency, safety or system reliability reasons.

Alectra shall not be liable for any damage to the Customer's premises resulting from such discontinuance of service.

Upon discovery that a hazardous condition or disturbance propagation (feedback) exists, Alectra will notify the Customer to rectify the condition at once via written notification. In case the Customer fails to make satisfactory arrangements to remedy the condition within seven (7) calendar days after a notice has been given to the Customer, the service may be disconnected and not restored until satisfactory arrangements to remedy the condition have been made and payment of applicable fees received. Alectra shall not be liable for any damage to the Customer's premises resulting from such discontinuance of service. Notices, if given by mail, shall be deemed to be received on the third business day after mailing.

If the hazardous condition poses a public safety risk, Alectra reserves the right to disconnect the service without notice.

Where the reason for the disconnection has been remedied to Alectra's satisfaction, Alectra will reconnect the Customer. All costs associated with the reconnection shall be paid for by the Customer prior to reconnection of the service.

A standard notice advising Customers that their power has been disconnected will be left at the service address with the disconnection notice in order to warn Customers of any potential fire and/or safety hazards.

If a service has been disconnected for more than six (6) months and after an attempt to contact the Customer through registered mail has been made and satisfactory payment arrangements have not been made, Alectra may remove its connection assets from the Customer's premises and close the Customer's Alectra account.

Alectra does not guarantee the availability of what may have been the on-site capacity of a property or facility at the time service was removed due to the dynamic nature of the electrical distribution system. Customers are encouraged to make capacity queries on specific properties as early as possible so that Alectra may confirm the availability of capacity. Any new service installed at the same location will be considered a new connection for purposes of calculating the amount the Customer will pay in accordance with the Conditions of Service.

Bills are payable when rendered but will be assigned a due date, of at least twenty (20) calendar days following the billing date. Immediately following the due date, collection processes will be taken to collect the full amount of the bill. These collection processes will be in accordance with any relevant OEB Codes and Guidelines and may result in disconnection of the service. If a disconnection results, the service may not be restored until the amount due is paid in full as per Section 2.4.5 – Payments.

Disconnection of a service may occur if no Customer has accepted responsibility for the account after a final bill has been produced for the prior account holder. Reconnection of service will occur upon contact and acceptance from a party taking responsibility for the account. Alectra may require the Customer to apply to the ESA for inspection of the electrical installation before Alectra can reconnect the Customer. A reconnection charge shall apply.

Such discontinuance of service does not relieve the Customer of the requirement to pay for arrears or minimum bills for the balance of the term of the account contract, nor shall Alectra be liable for any damage to the Customer's premises resulting from such discontinuance of service.

In cases where a load control device has been installed, instructions regarding the operation of the device will be left at the service address.

The Customer or responsible designate must attend at the premises when service is restored. If no responsible Customer representative is at the premises, the reconnection will not occur even if the applicable reconnection fees have been paid and conditions met.

2.2.1 Unauthorized Energy Use/Energy Diversion

Unauthorized use of energy is a criminal offence. Alectra reserves the right to disconnect the service supply of electrical energy to a service location for unauthorized energy use for causes not limited to suspected energy diversion, fraud or abuse on the part of the Customer. Upon identification of unauthorized energy use, the Distributor will notify at its discretion; Measurement Canada, the ESA, law enforcement officials, Retailers (that service Customers affected by the unauthorized energy use), or other entities.

Regardless of whether the Customer is a Tenant or Owner, such service may not be reconnected until the condition is rectified and full payment to Alectra is made including, but not limited to, all costs incurred by Alectra arising from unauthorized energy use, inspections, repair costs, and the cost of disconnection and reconnection. This may also include the application of an approved miscellaneous charge.

At Alectra's discretion, this cost may be estimated and reconciled when actual costs are known.

2.2.2 Disconnection for Maintenance Purposes

Where a Customer requires the isolation and re-energization (disconnection and reconnection) of an electrical service for the purpose of performing electrical maintenance, electrical upgrade work, or vegetation clearance work on or near electrical apparatus, the Customer must contact Alectra in writing to make arrangements. Once any and all requirements have been met (e.g. payment or purchase order received by Alectra) the work will be scheduled within ten (10) business days under normal circumstances.

Residential Customers are entitled to one annual isolation/re-energization service for electrical maintenance purposes, during regular business hours, at no cost. Residential Customers requiring isolation/re-energization service for purposes other than performing electrical maintenance, electrical upgrade work, or vegetation clearance work on or near electrical apparatus will be advised of the cost.

All other Customer classes requiring isolation/re-energization service will be advised of the cost after they have contacted Alectra's New Connections department and completed the request for the isolation.

Where a Customer, or the Customer's representative, provides less than two business days' cancellation notice to Alectra for scheduled work at the Customer's property, or the Customer's property conditions are not ready and to Alectra's satisfaction when Alectra or its contractor arrives at the property, the Customer may be charged for Alectra's costs.

2.2.3 Termination or Disconnection of Supply

Upon receipt of an owner's written request for disconnection or termination of supply, Alectra will arrange for the disconnection and/or removal of the Distributor's connection assets.

When required by the municipality, Alectra will confirm the removal of the Distributor's electrical equipment (e.g. demolition permits).

2.2.4 Restricted Access to Meter Located on Residential Property

Pursuant to Section 40 of the *Electricity Act, 1998*, and Section 1.7 of these Conditions of Service, Alectra has the right to enter a Customer's property for the purposes of reading, inspecting, maintaining, repairing or replacing the meter. Furthermore, Alectra reserves the right to physically disconnect or limit the amount of electricity that a Customer can use if there is an inability to perform meter reading (i.e., manually, automatically or remotely), planned inspections, maintenance, repairs or replacement of all or any part of a meter installation.

If a residential Customer willfully or otherwise restricts access to a meter located on a residential Customer's property for the purpose of preventing Disconnection due to non-payment, Alectra reserves the right to make an application to the court for an order to enter the Customer's property, and to request a court-appointed official to escort Alectra employees (or representatives) to the Customer's property. If required, Alectra shall also request the assistance of a bailiff and locksmith. The Customer shall be responsible for all costs incurred by Alectra for the purpose of entering the Customer's property in accordance with the *Electricity Act, 1998*, and with these Conditions of Service, including court fees, sheriff's fees, and the costs of a bailiff and locksmith.

2.3 CONVEYANCE OF ELECTRICITY

2.3.1 Limitations on the Guarantee of Supply

Alectra shall endeavor to use reasonable diligence in providing a regular and uninterrupted electricity supply but does not guarantee a constant supply or the maintenance of unvaried frequency or voltage and shall not be held liable for damages to the Customer by reason of any failure with respect to the above.

Customers requiring a higher level of reliability or security than a normal supply shall be responsible for providing their own uninterruptible power supply ("UPS"), back-up or standby

facilities. Because momentary power interruptions may affect a Customer's facility, the Customer shall protect itself from same.

Customers requiring three-phase electrical supply should install protective apparatus to avoid damaging their equipment, which may be caused by the interruption of supply to one phase, or the non-simultaneous switching of any of the three phases of Alectra electricity supply. Any damages resulting from the failure by the Customer to install protective apparatus shall be at the Customer's expense.

In an emergency, Alectra may interrupt electricity supply to a Customer in response to a shortage of supply, or to effect repairs on the Distribution System, or while repairs are being made to Customer-owned equipment. Alectra shall have the right to access a Customer's property in accordance with Section 40 of the *Electricity Act, 1998,* and any successor acts thereto.

To assist in resolving Distribution System outages or for emergency response, Alectra may require a Customer to provide emergency access to Customer-owned distribution equipment that would normally be operated by Alectra, or Alectra-owned equipment installed on the Customer's property.

2.3.2 Power Quality

2.3.2.1 Power Factor

Customers connected to Alectra's distribution system shall operate at a Power Factor within the range of 0.9 lagging to 0.9 leading as measured at the meter point. Customers operating inside the specified power factor range will be billed for demand based on the metered kW. If a Customer operates outside the specified power factor range, they will be billed for demand based on 90% of the metered kilovolt amperes ("kVA").

2.3.2.2 Power Quality Testing

In response to a Customer's power quality concern, and where the use of electrical power adversely affects the performance of electrical equipment, Alectra shall perform investigative analysis to identify the underlying cause. Depending on the circumstances, this may include a review of relevant power interruption data, trend analyses, and/or use of diagnostic measurement tools.

Upon determining the cause of the Customer's power quality concern, and where it is deemed a system delivery issue and/or if industry standards are not being met, Alectra shall recommend and/or take appropriate mitigation measures and/or actions to control any power disturbances found to be detrimental to its Customers. If Alectra is unable to correct the problem without

adversely affecting other Customers, the Distributor shall not be obligated to make any corrections. Alectra shall use appropriate industry standards, such as the International Electro-technical Commission (“IEC”) or the Institute of Electrical and Electronics Engineers (“IEEE”) standards, and good utility practice as guidelines.

If the power quality concern lies on the Customer side of the Distribution System, Alectra shall seek reimbursement from the Customer for costs incurred in its investigation. However, Alectra shall not be obligated to identify the source of the power quality concern on the Customer's side of the Electric Service.

2.3.2.3 Prevention of Voltage Distortion in Distribution System

Customers with non-linear loads shall not be connected to Alectra’s Distribution System, unless the power quality is maintained by implementing corrective measures, such as installing proper filters and/or grounding. Furthermore, to ensure that the Distribution System is not adversely affected, any installed power electronics equipment shall comply with latest IEEE Standards (currently 519-1992). The limit on individual voltage harmonic distortion is 3%, and the limit on total voltage harmonic distortion is 5%.

2.3.2.4 Obligation to Assist the Investigation

During the course of a power quality investigation conducted by Alectra or its representative, the Customer shall be obligated to assist Alectra by providing required equipment information, relevant data, and necessary access for equipment monitoring.

2.3.2.5 Timely Correction of Deficiencies

If an undesirable system disturbance is being caused by a Customer's equipment, the Customer shall cease operation of the equipment until satisfactory remedial action is taken by the Customer, at its expense. The Customer shall be responsible for all costs incurred by the utility in its effort to identify and correct the source(s) of disturbance. If the Customer does not take such action within a reasonable time, Alectra may disconnect the Customer’s electricity supply.

2.3.3 Electrical Disturbances

Alectra shall not be held liable for the failure to maintain supply voltages within standard levels due to Force Majeure as defined in Section 1.9 – Force Majeure of this Conditions of Service document.

Voltage fluctuations and other disturbances can cause flickering of lights and other serious difficulties for Customers connected to Alectra’s distribution system. Customers are responsible

to protect themselves from any external disturbance. Customers must ensure that their equipment does not cause disturbances such as harmonics and spikes that might interfere with the operation of adjacent Customer equipment. Typical examples of equipment that may cause disturbances include large motors, welders, variable speed drives, etc. In planning the installation of such equipment, the Customer must consult with Alectra. Customers who may require an uninterrupted source of power supply or a supply completely free from fluctuation and disturbance must provide their own power conditioning equipment for these purposes.

2.3.3.1 Notification of Interruptions

Although it is Alectra policy to minimize Customer inconvenience, it may be necessary to occasionally interrupt a Customer's electricity supply to allow work on the electrical system. Alectra shall endeavor to provide its Customers with reasonable advance notice of any planned power interruptions. Notice may not be provided where the nature of the work is an emergency involving possible injury to Persons, or damage to property or equipment.

2.3.3.2 Emergency Interruptions for Safety

If an unsafe, hazardous or emergency condition is found to exist, or if the use of electricity by the Customer’s apparatus, appliances or other equipment is found to be unsafe or damaging to Alectra or the public, service may be interrupted without notice.

2.3.3.3 Consumers Using Life Support

Consumers who require an uninterrupted source of power for life support equipment must provide their own back-up power supply equipment for these purposes and Alectra shall not be liable in any manner for an interruption of power.

2.3.3.4 Emergency Service (Trouble Calls)

To report an outage or any power related issues, call or visit Alectra’s website.

Telephone: 1-833-ALECTRA (1-833-253-2872)

Online: www.alectrautilities.com

2.3.3.5 Outage Reporting

Visit www.alectrautilities.com to access ‘Outage Maps’ for all of Alectra’s service territories.

Outage maps provide Customers with near real time planned and unplanned outage information such as outage start time, number of Customers impacted, area affected and estimated time for restoration. There is also a comment section for System Controllers to provide updates as they become available.

If a Customer cannot confirm their outage within their respective service territory's outage map, they should report their outage immediately. Visit www.alectrautilities.com to report a power outage.

2.3.3.6 Farm Stray Voltage

Varying amounts of low-level voltage often exist between the earth and electrically grounded farm equipment such as metal stabling, feeders, milk pipelines or wet concrete floors. Usually, these voltage levels present no harm to animals. However, if an animal touches two pieces of equipment that are at different voltage levels, a small electric current can pass through the animal. This is known as stray voltage. Stray voltage can be produced by a wide variety of off- farm and on-farm sources. For information on the effects of stray voltage on livestock see the Ontario Ministry of Agriculture, Food and Rural Affairs website, http://www.omafra.gov.on.ca.

Alectra will conduct an on-site investigation where a livestock farm customer provides reasonable evidence that farm stray voltage may be adversely affecting livestock health and behaviour or overall farm operations.

Alectra Utilities addresses farm stray voltage complaints and inquiries in accordance with its Customer Response Procedure, which can be found at www.alectrautilities.com/farm-stray-voltage.

2.3.4 Standard Voltage Offerings

2.3.4.1 Primary Voltage Supply

The primary distribution voltage and associated transformer capacity to be used will be determined by Alectra. Depending on the location, capacity, or other circumstances within Alectra's service area, the primary supply of voltage offering will be:

- 44 kV, delta, 3 phase, 3 wire;
- 27.6/16 kV, grounded wye, 3 phase, 4 wire;
- 13.8/8.0 kV, grounded wye, 3 phase, 4 wire;
- 8.3/4.8 kV, grounded wye, 3 phase, 4 wire; or
- 4.16/2.4 kV, grounded wye, 3 phase, 4 wire

These voltages can be offered for both overhead and underground services. Alectra will determine the appropriate voltage via consultation with the Customer or their representative.

The Customer must provide a convenient and safe location satisfactory to Alectra for the installation of meters, wires and ancillary equipment.

2.3.4.2 Secondary Voltage Supply

The secondary distribution voltage and associated transformer capacity to be used will be determined by Alectra.

- 240/120 V 1 phase, 3 wire
- 208/120 V 3 phase, 4 wire supplied from a pad-mounted transformer or vault transformers on property
- 600/347 V 3 phase, 4 wire

2.3.4.3 Higher Reliability Supply Offerings

The standard service for supply to industrial/commercial/institutional Customers is comprised of one high voltage feeder connection with a single step-down transformer. Upon request of a Customer to provide higher reliability and where Alectra determines that such request is practical, Alectra may require the Customer to assume all of the costs associated with such upgrades or improvements.

2.3.5 Voltage Guidelines

Alectra maintains service voltage at the Customer's service entrance within the guidelines of C.S.A. Standard CAN3-C235-83 (R2006), or latest edition.

Nominal System Voltages	Voltage Variation Limited Application at Service Entrances (V)			
	Extreme Operating Conditions	Normal Operating Conditions		Extreme Operating Conditions
Single-Phase				
120/240	106/212	110/220	125/250	127/254
240	212	220	250	254
600	530	550	625	635
Three-Phase 4-Conductor				
120/208Y	110/190	112/194	125/216	127/220
347/600Y	306/530	318/550	360/625	367/635
Three-Phase 3-Conductor				
240	212	220	250	254
600	530	550	625	635
Taken from CSA Standard CAN3-C235-83 (R2006)				

Where voltages lie outside the indicated limits for normal operating conditions but within the indicated limits for extreme operating conditions, improvement or corrective action should be taken on a planned and programmed basis, but not necessarily on an emergency basis. Where voltages lie outside the indicated limits for extreme operating conditions, based on demarcation points, improvement or corrective action on an emergency basis should be taken by Alectra or the Customer. The urgency for such action will depend on many factors such as the location and nature of load or circuit involved and the extent to which limits are exceeded with respect to voltage levels and duration, etc., Alectra will use good utility practice in maintaining voltage levels, but is not responsible for variations in voltage from external forces such as operating contingencies, exceptionally high loads and low or high voltage supply from the Transmitter.

2.3.6 Back-up Generators

Customers with portable or permanently connected generation capability (back-up generator) used for emergency back-up shall comply with all applicable criteria of Alectra and the latest edition of the Ontario Electricity Safety Code (“OESC”). In particular, Customers with portable or temporary generation capability shall ensure that the Customer’s emergency generation does not operate in parallel with Alectra’s system and does not adversely affect Alectra’s distribution system.

Customers with permanently connected emergency generation equipment shall notify Alectra in writing regarding the presence of such equipment. Depending on the type and location of the generator system, the Customer may be required to sign an Operating Agreement detailing Alectra's requirements and limitations. Customers may contact Alectra's Customer Service department for further details. Alectra will not be liable for damage to Customer-owned equipment.

If a Customer intends to use embedded generation for load displacement purposes, refer to Section 3.4 – Embedded Generation or Storage of these Conditions of Service.

2.3.7 Metering

Alectra will provide, install, own and maintain a meter installation for all Customers except where the Customer or Embedded Distributor is an Embedded Market Participant. All metering equipment will remain the property of Alectra. No person, except those authorized by Alectra, may remove, connect, or otherwise interfere with meters, wires or auxiliary equipment.

The Customer will be responsible for the care, safekeeping and labeling of Alectra's meters, wires and auxiliary equipment on Customer's premises. If any of Alectra's equipment installed on Customer premises is damaged, tampered, destroyed or lost other than by ordinary wear and tear, the Customer will be liable to pay to Alectra the value of such equipment or, at the option of the Distributor, the cost of repairing the same plus estimated energy not metered.

The type of metering will be based on the Customer's rate class, energy consumption and peak load. The security and accuracy of the metering will be maintained under regulations and standards established by Measurement Canada and Alectra.

The Customer will make provision for the meter installation in a form and in such location as provided in Section 3, as applicable.

2.3.7.1 General

The Customer is required to provide, safe and unobstructed access, as deemed or by Alectra any authorized representative of Alectra for the purpose of maintaining and inspecting metering equipment. The Customer will arrange an outage during regular business hours if required to maintain the metering equipment. If approved by Alectra, the outage can take place after business hours and the Customer is responsible for any incremental costs.

The Customer will ensure access to metering equipment behind locked doors and fences by installing a locking device approved by Alectra or providing Alectra with the required keys and allowing Alectra to install a lock box on the Customer premises, at the Customer's expense. The Customer will notify Alectra when a lock is changed or rekeyed and supply a new key.

The Customer will maintain satisfactory environmental conditions for the metering equipment and access route.

The Customer will ensure externally mounted meters are at least one (1) meter clear from trees, fences, decks and other vegetation and structures. The Customer will also keep the route to the meter clear. Alectra is not responsible for damage to vegetation on the access path to the metering equipment.

Stairways leading to metering equipment shall be located indoors and have a handrail on at least one side as per the Ontario Building Code ("OBC"). Exterior stairways may be approved by Alectra for service upgrades to existing buildings.

Any person who prevents or refuses lawful access to any meter in his possession or control is in contravention of the Electricity and Gas Inspection Act and is liable on summary conviction or indictment to a fine as prescribed by the Act.

Additional information pertaining to access is provided in Section 3.

2.3.7.2 Current Transformer Boxes

All instrument transformer enclosures (current transformer (CT) and potential transformer (PT) must be approved by Alectra prior to construction.

When instrument transformers are incorporated into low voltage switchgear, the Customer will supply a separate meter cabinet that is approved by Alectra. This meter cabinet location will be approved by Alectra and will be as close as possible to the instrument transformer compartment. Alectra will approve the routing of the conduit for metering wiring.

The Customer will obtain and install Alectra's current transformers and potential transformers in the Customer's low voltage switchboard.

Alectra will issue specific metering requirements for metering involving instrument transformers.

2.3.7.3 Metering Inside the Settlement Timeframe ("MIST") Metering

MIST (Interval) meters will be installed on services that have a monthly average peak demand during a calendar year over 50 kW, as required by the Distribution System Code.

Customers with MIST meters have access to their interval data. If a Customer requires real time interval data, Alectra will provide a MIST meter with output upon written request from the

Customer, if a MIST meter is appropriate for the rate class. The MIST meter may provide real time data by KYZ pulse output, or other Alectra approved communication method. The Customer is responsible for all incremental costs, including the capital cost of the meter and installation.

2.3.7.4 Meter Reading

Alectra meters are read remotely on a daily basis using wireless communication. It is the Customer's responsibility to ensure the meter is in a location to allow wireless communication using standard infrastructure, and to facilitate the installation of this infrastructure. If Alectra cannot read a meter wirelessly, the Customer is responsible for the cost to install infrastructure to support wireless meter reading, and the cost to read the meter manually while the infrastructure is put in place. Alectra will provide the Customer instructions on what infrastructure to install, based on location specifics. If Alectra deems remote wireless meter reading is not practical, the Customer is required to install and maintain an analogue data phone line.

A Customer may request a meter not be read by the standard method. If approved by Alectra, the Customer will be responsible for the installation and maintenance costs incurred by Alectra, and maintaining the alternate communication infrastructure, such as an analogue data phone line.

If the Customer fails to provide access to read a meter manually when required, the Customer may be required to provide a meter reading or pay a sum based on an estimate of energy use by the Customer and/or demand for electricity since the last meter reading by Alectra.

2.3.7.5 Final Meter Reading

When a final meter reading is required for billing purposes, the Customer will provide Alectra with at least seven (7) business days' notice in advance of the date the service is to be discontinued, so that Alectra can obtain a final meter reading as close as possible to the required date.

The Customer will provide Alectra with access for this purpose. If access is not obtained and a final meter reading is not possible, the Customer may be required to provide a meter reading or pay a sum based on an estimate of energy use by the Customer and/or demand for electricity since the last meter reading by Alectra. The Customer will be sent a reconciliation of the billed amount when the actual meter reading is obtained.

2.3.7.6 Faulty Registration of Meters

The security and accuracy of metering are governed by the federal Electricity and Gas Inspection Act and associated regulations under the jurisdiction of Measurement Canada. All revenue meters owned and installed by Alectra comply with these regulations. In the case of a measurement

dispute between Alectra and the Customer, Alectra and/or the Customer may request intervention by Measurement Canada.

In the event of incorrect electricity usage registration, Alectra will correct billing errors as follows:

- Where a billing error, from any cause, has resulted in a Customer or Retailer being over-billed, and where Measurement Canada has not become involved in the dispute, Alectra will credit the Customer or Retailer with the amount erroneously billed. The credit that the Corporation remits to the appropriate parties will be the amount erroneously billed for a maximum period of two (2) years. Where the billing error is not the result of Alectra's standard documented billing practices (i.e., estimated meter reads), Alectra will pay interest on the amount credited to the relevant party equal to the prime rate charged by Alectra's bank.

- Where a billing error, from any cause, has resulted in a Customer or Retailer being under-billed, and where Measurement Canada has not become involved in the dispute, Alectra will charge the Customer or Retailer the amount that was not previously billed. In the case of an individual Customer who is not responsible for the error, the allowable period for which the Customer may be charged is two (2) years.

- Where the Customer is responsible for the under-billing, whether by way of tampering, willful damage, unauthorized energy use or other unlawful actions, Alectra may require payment of the full under-billed amount by a charge on the next regularly scheduled bill or a separate bill issued to the Customer. Alectra may charge interest to the Customer for the under billing. Such interest shall be equal to the prime rate charged by the distributor's bank. Where disconnection has occurred, Alectra will require full payment prior to the reconnection of service.

Alectra will be responsible for advising the Customer of any meter error and its magnitude and of the Customer's rights and obligations under the Electricity and Gas Inspection Act.

Where Measurement Canada has become involved in a dispute between Alectra and the Customer, Measurement Canada will act as an arbitrator and will determine the appropriate time period for adjustments.

2.3.7.7 Meter Dispute Testing

Most billing inquiries can be resolved between the Customer and Alectra. Alectra has a meter test lab that is certified by Measurement Canada. Either Alectra or the Customer may request the services of Measurement Canada to mediate a meter dispute. Where the Customer initiates the

dispute, Alectra will charge the Customer a meter dispute fee if the meter is found to be accurate by Alectra's Measurement Canada approved meter test lab, or by Measurement Canada.

2.4 TARIFFS AND CHARGES

2.4.1 Service Connections

Tariffs and charges, under this section, pertain to OEB-approved rates and charges. These tariffs relate to the supply of energy and related distribution services to Customers in the service area. See Section 3 of these Conditions of Service for more information on Rate Class structures.

There are no physical service connection differences between Standard Supply Service ("SSS") Customers and third-party Retailer Customers. For both Customer groups, energy supplies are delivered through the local Distributor with the same distribution requirements.

2.4.2 Energy Supply

All existing Alectra Customers are SSS Customers until Alectra is informed of their transfer to a competitive electricity Retailer. Alectra will continue to sell Standard Supply Service electricity to Customers until it receives the appropriate forms from a Customer and completes the transfer of the Customer to a Retailer in accordance with Section 10: Service Transaction Requests of the Retail Settlement Code, and the Service Agreement between Alectra and the competitive Retailer. The transfer will be effective as of the next scheduled meter read date.

Alectra will begin selling Standard Supply Service electricity to a Customer of a competitive Retailer who wishes to transfer back to Standard Supply Service upon receipt of the appropriate forms and completion of the transfer of the Customer to Standard Supply Service in accordance with Section 10: Service Transaction Requests of the Retail Settlement Code, and the Service Agreement between Alectra and the competitive Retailer. The transfer will be effective as of the next scheduled meter read date.

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

2.4.3 Deposits

Alectra may require a security deposit from a new or existing Customer as a condition of supplying or continuing to supply electricity in accordance with Alectra's Credit Policy, which is available on Alectra's website at www.alectrautilities.com/conditions-service.

2.4.4 Billing

2.4.4.1 Billing Frequency

Alectra will issue bills to its Customers on a monthly basis. Billing for the use of electricity may be based on either a metered Rate or a flat Rate, as determined by Alectra.

2.4.4.2 Use of Estimates

In months where no meter reading is obtained or provided by the Customer, Alectra will bill the Customer on estimated energy usage and demand value(s) based on the Customer's historical usage of electricity as determined by Alectra. Upon obtaining an actual meter reading, Alectra will calculate and bill or credit any differences in charges since the date of the prior estimated meter reading and the date the meter was actually read.

2.4.4.3 Pro-ration of Accounts

Accounts will be pro-rated where the initial bill or final bill to a Customer is for a time period that is different from the normal billing period, or where rates have been revised effective from a date that does not match the Customer's billing date.

2.4.4.4 Adjustment Factor

When electricity is delivered over a power line, a small amount of power is lost as heat and/or as a result of weather conditions. These losses are known as line losses or distribution loss factors.

Alectra will charge the metered loads multiplied by an adjustment factor or distribution loss factor. The distribution loss factor is approved by the OEB and is part of Alectra's tariff of rates and charges.

2.4.4.5 Aggregated Billing

Each ownership demarcation point or point of supply will be billed as a separate service. In most cases, Customers having two or more ownership demarcation points or points of supply will not be permitted to aggregate electricity usage for billing purposes.

2.4.5 Payments and Late Payment Charges

Alectra has established payment methods for the Customer regarding distribution services, other non-competitive charges, and energy supply through SSS, or through a third-party Retailer as per the rules and regulations set out in the Retail Settlement Code.

Customers may pay their bill by using any of the following methods: pre-authorized debits, cheque, certified cheque or money order mailed to the address indicated on the bill; by bill payment services as offered through most Canadian financial institutions; and with the appropriate convenience fee, by a third-party credit card service. All payments are to be in Canadian dollars. Payment by Electronic Fund Transfers may be acceptable for large commercial and industrial accounts.

Payments associated with the reconnection of a service due to non-payment of an account shall be by money order or certified cheque, at a Canadian financial institution or with the appropriate convenience fee, by a third-party credit card service upon confirmation of a payment agreement. Payments associated with a diversion of power shall be only by certified cheque or money order.

Where payment is made by mail, payment will be deemed to have been made three days prior to the date the payment is received. Where payment is made at an acceptable financial institution, payment will be deemed to be made when the bill is stamped or acknowledged by the financial institution or an equivalent transaction record is made.

Pre-Authorized Payment Plans ("PAP") allows Customers to have their Alectra bill amount automatically debited each month from their bank account on the due date indicated on the bill.

Equal Payment Plans ("EPP") allow Customers to have their electricity bills set to an equal amount each month. A Customer's EPP amount is reviewed and reconciled at least once per year to ensure the monthly payment amount accurately reflects billed amounts. Alectra reserves the right to adjust the monthly EPP amount upon written notification.

Bills are due when rendered for services provided to the Customer. Bills are payable in full by the due date, after which Late payment interest charges shall apply to past due balances at an OEB-approved rate of 1.5% per month, representing an effective annual rate of 19.56% per annum, or 0.04896% compounded daily rate. Where a partial payment has been made by the Customer on or before the due date, the interest charge shall apply only to any outstanding balance after the due date.

In the event of partial payment by a Customer, payments shall be allocated to the portions of the bill covering competitive and non-competitive electricity costs.

Outstanding bills are subject to the collection process and may ultimately lead to the service being disconnected, or, at the discretion of Alectra, a load control device being installed thereby restricting the supply of electrical power. Service shall be restored once satisfactory payment has been made.

Discontinuance of service does not relieve the Customer of the liability for arrears. For further information refer to Section 2.2 – Disconnection of this Conditions of Service document.

The Customer will be required to pay additional charges for the processing of returned item from a Canadian financial institution, e.g. non-sufficient fund (”NSF”) cheques. For further information see Sections 2.4 – Tariffs and Charges and 2.4.3 – Deposits of this Conditions of Service document.

Customer accounts with past due balances may incur additional service charges, as outlined in the Electricity Rates on Alectra’s website at www.alectrautilities.com, and may have their requirements for Security Deposits reviewed.

2.4.6 Arrears Management Program

Alectra offers Ontario Energy Board mandated Arrears Management Plans in accordance with the DSC to assist Customers with the payment of billed charges and to avoid disconnection of the electricity supply for non-payment of account.

An Arrears Management Program enables the application of any held security deposit to reduce arrears and the creation of a multi-month payment plan. The Customer must pay an initial down-payment and agree to keep any subsequently billed amounts current. Failure to maintain the agreement contract results in removal from the Arrears Management Plan and collections activities may resume immediately.

2.5 CUSTOMER INFORMATION

Alectra will not disclose information regarding a Customer, Retailer, Wholesale Market Participant or Generator to any other party without the written consent of the Customer, Retailer, Wholesale Market Participant or Generator, except where such information is permitted or required to be disclosed by Alectra’s Privacy Policy, or any applicable legislation.

Additional information on Alectra’s Privacy Policy is available on the website at www.alectrautilities.com or can be obtained by contacting Alectra’s Privacy Officer at PrivacyOfficer@alectrautilities.com.

2.5.1 Disclosure of Historical Usage to a Third Party

Historical usage information requests, outside of the EBT system, on a particular Customer may be disclosed to a third party, with the written consent of the Customer. The information to

be provided will be what is readily available to a maximum of twenty-four (24) months. Alectra may charge an OEB approved fee for this service.

2.5.1.1 Aggregated Information

Alectra will disclose information regarding Consumers, Retailers, Wholesale Market Participants or Generators, where the information has been sufficiently aggregated such that their particular information cannot reasonably be identified. Fees for aggregated information will not be assessed to another Distributor, Transmitter, the IESO and the OEB. However, subject to OEB approval, Alectra reserves the right to assess fees to other parties.

2.5.1.2 List of Retailers

At the request of a Customer, Alectra will provide a list of Retailers that have service agreements in effect within the service area. The list will inform the Customer that an alternative Retailer does not have to be chosen in order to ensure that the Customer receives electricity and the terms of service that are available under SSS.

2.5.1.3 Request Response or Referral

Upon receiving an inquiry from a Customer connected to its distribution system, Alectra will either respond to the inquiry if it deals with its own distribution services or provide the Customer with contact information for the entity responsible for the item of inquiry, in accordance with Chapter 7 of the Retail Settlement Code.

3. CUSTOMER CLASS SPECIFIC

3.1 SERVICE INFORMATION – ALL CUSTOMER CLASSES

When the property requiring Electric Service is supplied by a single metered service with mixed Commercial/Industrial and Residential use, the metered service shall be classified by Alectra as a General Service account.

Where connections are referred to in this Section, it is understood that all conditions outlined in Section 2.1 – Connections - Process and Timing have been satisfied.

3.1.1 Services Per Property

The Customer will be supplied at one service voltage at one ownership demarcation point to any building. There will be one point of entry for each land parcel, within the limitations as outlined in Section 2.3.4 – Standard Voltage Offerings. Alectra reserves the right to require that a loop feed be completed for system reliability. Primary feeder circuits may enter or exit via a different route on the land parcel.

In circumstances where multiple services are provided to a General Service Customer and one service is to be upgraded, the upgraded service will conform to one single-phase or one three-phase service per lot.

3.1.2 Ownership Demarcation Points

Alectra will respect demarcation points that may exist due to past Supply Agreements with any of the Alectra's predecessor companies. Where this is the case, the demarcation point agreed to in the corresponding Supply Agreement is considered valid and will be grandfathered until such time that an upgrade or new service is requested, and after which time the demarcation point will be per these Conditions of Service. If a corresponding Supply Agreement is not available, Alectra's records shall govern.

For new or upgraded services, the demarcation points as set out in Appendix 5.1 shall prevail. Only one main secondary disconnect per transformer that is located on private property will be installed at the discretion of Alectra for all service entrance capacities.

Grandfathered demarcation points are detailed as follows:

Enersource Rate Zone

Residential

- Overhead secondary, up to 200 A: top of Customer's service mast (less than 30m).
- Underground, up to 200 A: line side of Customer's meter base.
- For existing overhead services exceeding thirty (30) meters, it is the first point of attachment on private property.
- Overhead primary service: dead end strain insulators or Alectra Utilities' disconnecting device on Customer's pole within thirty (30) meters of point of entry.
- Underground service for a lot pre-serviced to the property line; line side of Customer's base.
- The operational demarcation point will be the main disconnecting device at the Customer's premises that separates the connection of the Customer's facility or building from Alectra Utilities' distribution system.

General Service

- Overhead Single Building (not requiring Transformation Facilities on private property): top of Customer's Service Mast.
- For existing overhead services exceeding thirty (30) meters, it is the first point of attachment on private property.
- Overhead primary service: dead end strain insulators or Alectra Utilities' disconnecting device on Customer's pole within thirty (30) meters of point of entry.
- For existing Customer-installed underground service, it is the transformer secondary bushing.
- For underground services supplied by pad-mounted transformer, it is the junction box or switchboard. For services supplied by vault transformer, it is the transition unit.
- Residential Customers and multi-use Residential / Commercial establishments with single phase service up to 400 A that are fed with underground cables will have the operational demarcation point at the line side connection of the meter base.
- Industrial/Commercial Customers that are fed with underground cables will have the operational demarcation point at the disconnect switch.

Customer-Owned Substations

- The first point of attachment to Alectra Utilities' distribution system for both overhead and underground up to and including the high voltage clamp.
- The operational point for a Customer-owned substation, in this section, may be at the live loop or switch as applicable.

Unmetered

- Street Lighting:
  - Overhead Services: Streetlights connected to electricity secondary bus; the demarcation point is at the line side of the in-line fuse.
  - Underground Services: The demarcation point is at the breaker if it exists, otherwise at the bushing of the transformer.
- Traffic Signal, Park Lights, Bell and Cable Pedestals, Pay Phone Booths and Billboard Signs:
  - Overhead Services: The demarcation point is at the weather head.
  - Underground Services: The demarcation point is at the breaker if exists, otherwise at the bushing of the transformer.
- Bus Shelters:
  - Overhead Services: The demarcation point is at the weather head.
  - Underground Services: The demarcation point is at the breaker if exists, otherwise at the bushing of the transformer.

Horizon Utilities Rate Zone

Residential

- Overhead, up to 200 A: top of Customer's service mast.
- Underground, up to 200 A: line side of Customer's meter base.
- Overhead primary service: dead end strain insulators or Alectra Utilities' disconnecting device on Customer's pole within thirty (30) meters of point of entry.
- Underground service for a lot pre-serviced to the property line; line side of Customer's base.
- The operational demarcation point will be the main disconnecting device at the Customer's premises that separates the connection of the Customer's facility or building from Alectra Utilities' distribution system.

General Service

- Overhead Single Building (not requiring Transformation Facilities on private property): top of Customer's Service Mast.
- On underground low voltage connection assets operating at 300 Volts or less, at the line side of the Customer's meter base.
- On underground low voltage connection assets operating in excess of 300 Volts, at the supply terminals of the Customer's main disconnecting device.
- On high voltage connection assets where the transformer is owned by Alectra Utilities, at the load terminals of the transformer.

- On underground high voltage connection assets where the transformer is owned by the Customer, at the supply terminals of the Customer's main disconnecting device.
- On overhead high voltage connection assets where the transformer is owned by the Customer, at the dead end strain insulators or Alectra Utilities' disconnecting device on the Customer's pole within thirty (30) meters of Alectra Utilities' point of entry.
- No greater than thirty (30) meters from the point of entry onto the property where a private distribution system has been installed.
- The operational demarcation point will be the main disconnecting device at the Customer's premises that separates the connection of the Customer's facility or building from Alectra Utilities' distribution system.

Unmetered

- Street Lighting:
    - Overhead Services: Streetlights connected to electricity secondary bus; the demarcation point is at the line side of the in-line fuse.
    - Underground Services: The demarcation point is at the breaker if it exists, otherwise at the bushing of the transformer.
- Traffic Signal, Park Lights, Cable Pedestals, Pay Phone Booths and Billboard Signs:
    - Overhead Services: The demarcation point is at the weather head.
    - Underground Services: The demarcation point is at the breaker if exists, otherwise at the bushing of the transformer.
- Bus Shelters:
    - Overhead Services: The demarcation point is at the weather head.
    - Underground Services: The demarcation point is at the breaker if exists, otherwise at the bushing of the transformer.

Brampton Rate Zone

Residential

- Overhead secondary, up to 200 A: top of Customer's service mast.
- Rural Overhead Primary Connection: primary connection point at Distributor's pole line.
- Underground, up to 200 A: line side of Customer's meter base.

General Service (0kW-50kW)

- Overhead Single Service: top of Customer's Service Mast.
- Underground Single Service: connection point at property line.

General Service (50kW-1499kW)

- Overhead Single Building (not requiring Transformation Facilities on private property): top of Customer's Service Mast.
- Underground Single Building (not requiring Transformation Facilities on private property): line side of Customer's Service Conductor; the Connection point at the property line.
- Overhead Single Building (requiring Transformation Facilities on private property): load side of Distributor's transformer (secondary underground) or top of Customer's Service Mast (secondary overhead).
- Underground Building (requiring Transformation Facilities on private property): load side of Distributor's transformer.

General Service (1500kW and above)

- Underground or overhead (requiring Customer Transformation Facilities on private property): 27.6 kV at line side of Customer's primary HV switch; 44 kV Overhead at the point where Customer's primary HV aerial cable connects to the Distributor's circuit; 44 kV Underground at line side of Customer's primary HV switch.

Unmetered

- Traffic Signal, Park Lights, Bell and Cable Pedestals, Pay Phone Booths and Billboard Signs:
    - Overhead Services: The demarcation point is at the weather head.
    - Underground Services: The demarcation point is at the breaker if it exists, otherwise at the bushing of the transformer.
- Bus Shelters:
    - Overhead Services: The demarcation point is at the weather head.
    - Underground Services: The demarcation point is at the breaker if it exists, otherwise at the bushing of the transformer.

Street Lighting

- Municipality-owned lights attached to Distributor's pole and connected to distributor's 120/240 V "house lighting" secondary bus/lines via photocell: line side of fuse; if no fuse, point of connection on Distributor's feed pole/lines.
- Municipality-owned street lighting "controlled" circuits, poles, and equipment/lights (i.e., municipality-owned street light distribution plant) totally separate from Distributor's system: first point of connection past Distributor's system; for overhead services it is the first Point of connection at Municipal owned plant; for underground services it is the line side of the first protective device (e.g., fuse).

PowerStream Rate Zone

Residential

- Overhead secondary, up to 200 A: top of Customer's service mast (less than thirty (30) meters).
- Underground: line side of Customer's meter base.

General Service

- Overhead Single Building (not requiring Transformation Facilities on private property): top of Customer's Service Mast.
- On underground high voltage connection assets where the transformer is owned by the Customer, at the supply terminals of the Customer's main disconnecting device.
- On overhead high voltage connection assets where the transformer is owned by the Customer or Alectra, at the dead end strain insulators or Alectra Utilities' disconnecting device on the Customer's pole within thirty (30) meters of Alectra Utilities' point of entry.
- On underground high voltage connection assets where the transformer is owned by the Customer, at the supply terminals of the Customer's main disconnecting device.
- On high voltage connection assets where the transformer is owned by Alectra Utilities, at the load terminals of the transformer.

Unmetered

- Street lighting may vary based on the type of service (underground or overhead), equipment, and municipal areas.
- Traffic Signal, Park Lights, Bell and Cable Pedestals, Pay Phone Booths and Billboard Signs:
    - Overhead Services: The demarcation point is at the weather head.
    - Underground Services: The demarcation point is at the breaker if exists, otherwise at the bushing of the transformer.
- Bus Shelters:
    - Overhead Services: The demarcation point is at the weather head.
    - Underground Services: The demarcation point is at the breaker if it exists, otherwise at the bushing of the transformer.

Guelph Rate Zone

Residential

- Overhead: top of Customer's service mast.
- Underground: line side of Customer's meter base.

General Service

- Overhead Services: Connections at top of mast.
- Underground from overhead transformer: Line side of main switch or exterior meter-base where applicable.
- On high voltage connection assets where the transformer is owned by Alectra Utilities, at the load terminals of the transformer.
- Transformer vault in building: Bus stub between electrical room and vault.
- Underground supplied Customer owned station: 8,300 Volt or 13,800 Volt terminations at first point of isolation.
- Overhead supplied Customer owned station: First point of attachment on Customer's property.

Unmetered

- Street Lighting:
    - Overhead Services: Streetlights connected to electricity secondary bus; the demarcation point is at the line side of the in-line fuse.
    - Underground Services: The demarcation point is at the breaker if it exists, otherwise at the bushing of the transformer.
- Traffic Signal, Park Lights, Bell and Cable Pedestals, Pay Phone Booths and Billboard Signs:
    - Overhead Services: The demarcation point is at the weather head.
    - Underground Services: The demarcation point is at the breaker if it exists, otherwise at the bushing of the transformer.
- Bus Shelters:
    - Overhead Services: The demarcation point is at the weather head.
    - Underground Services: The demarcation point is at the breaker if it exists, otherwise at the bushing of the transformer.

3.1.3 Requirements for Locates

It is the responsibility of the Owner, or its contractor, to obtain locates for the locations of all utility services, such as electric, gas, telephone, water and cable TV, from all utility companies, including Alectra Utilities.

3.1.4 Requirements for Service Layouts or Service Designs

The Customer must obtain a Service Design/Layout from Alectra detailing meter location(s), service wire, Alectra's equipment, Customer equipment, ownership demarcation point, standards, and instructions before installing any new service or service upgrade. A Service Design/Layout is also required when reconnecting a service that has been disconnected more than six (6)

months. Failure to obtain a Service Design/Layout will result in connection delays and may result in the Customer making changes to comply with current standard and instructions. Service Designs/Layouts are guaranteed effective for a period not exceeding six months from issue date.

A Customer who requires a disconnection to perform repairs to their service or panel change must request an appointment for a temporary disconnect from Alectra. If Alectra determines during the appointment that the existing service is unfit to remain connected according to the conditions outlined in 2.1.3 – Connection Denial, Alectra will disconnect the service until ESA has authorized its reconnection. If Alectra determines during the appointment that the existing service is fit for service, but the service needs to be upgraded, Alectra will not disconnect the service and will prepare a Service Design/Layout. The Service Design/Layout will list the necessary changes and to facilitate the upgrade. The service upgrade shall follow the new connection process. ESA Connection Authorization is required before reconnection.

3.1.5 Authorization of Overhead Services

The following conditions need to be met before an overhead service will be authorized by Alectra:

i. Alectra Utilities' circuits are overhead;
ii. City/Region approves the installation of an overhead service;
iii. Alectra Utilities determines that there are no unsafe conditions, servicing limitations, or contraventions of the DSC including but not limited to, trespassing, sag, vicinity to other objects, and access challenges.

3.1.6 Customer and Alectra Utilities Installation and Maintenance

Alectra is responsible for the installation and maintenance of its overhead or underground service wires. The decision whether services will be installed overhead, or underground is at the discretion of Alectra.

Where Alectra owns the transformation, it will supply, install and maintain the electrical transformation equipment within or on the transformer vault or foundation. Alectra has the right to have this equipment connected to its distribution system. The Customer is responsible for providing unobstructed access to the transformer for Alectra's vehicles by providing a paved or graveled surface of sufficient strength, as specified by the Distributor. If an adequate roadway is not provided, resulting in damages to Alectra's vehicles, the Customer will take full responsibility for the necessary repairs to vehicles.

The responsibility for the construction or installation and maintenance of all civil infrastructure on private property is referred to in Appendix 5.1. Civil infrastructure is defined as, but not limited to, poles, overhead conductor (where applicable), underground conduits, cable chambers, cable pull

rooms, and transformer room/vault/pad that is deemed required by Alectra as part of their connection assets. Where the Customer is responsible for the construction or installation and maintenance of the civil infrastructure on private property, the installations are to be in accordance with Alectra's standards, practices, specifications and this Conditions of Service document and are subject to Alectra's inspection and acceptance.

Alectra encourages Customers to design their primary/secondary service for ease of future maintenance so that they may have safe and reliable service. The primary/secondary duct that services a property should be as short as possible and installed in native soil or approved backfill. The duct should not be located underneath and/or embedded into Customer-owned infrastructure, such as parking garages, buildings, or other structures. Alectra will endeavor to work with the Customer to determine a mutually satisfactory location for the service equipment, however, the final location shall be at the determination of, and approved by, Alectra.

In the case of Alectra owned transformer vaults, Customers must ensure that their main electrical room, which houses their service entrance equipment, shall be located adjacent to the transformer vault that services their building. Alectra transformer vaults shall always remain accessible to Alectra's utility vehicles equipped for installation, removal, maintenance, and operation of the equipment. A location directly accessible via a public roadway is desired. In the case of using private driveways/roadways, the solution must ensure that the driveway/roadway are capable of carrying Alectra's utility vehicles equipped for installation, removal, maintenance, and operation of the equipment and have the necessary space to operate large equipment in a safe and practical manner. Alectra will endeavor to work with the Customer to determine a mutually satisfactory location of the equipment, however, the final location of the equipment shall be at the approval of Alectra. To reduce the customer's costs of redesign, it is recommended that planners/architects discuss the transformer room/electrical equipment vault location with Alectra before any plans are finalized.

Where the size of the Customer's electrical service warrants, the Customer will be required to provide facilities on its property and an easement, as required, acceptable to Alectra, to house the necessary transformer(s) and/or switching equipment. In such circumstances, the Customer will be required to provide Alectra with the necessary plans and/or detail for review and approval. Alectra will notify the Customer if any remedies are required.

Where the Customer owns overhead primary or secondary conductor on their property, the Customer is responsible for tree trimming near the overhead lines. Prior to such maintenance, the Customer is responsible for requesting temporary isolation of supply to facilitate tree trimming. Information regarding Ownership Demarcation Points can be found in Appendix 5.1.

3.1.7 Private Pole Line Requirements

The Customer shall obtain specifications from Alectra for each project before submitting drawings for approval.

The following general requirements apply:

i. Pole lines shall be constructed and guyed at each end independently from Alectra Utilities' lines;
ii. An additional guy wire may be required on the first pole to resist the angular tension from Alectra Utilities' nearest pole;
iii. The first pole shall be located inside the property as per Alectra Utilities standards and guidelines. The first pole shall be located such that conductors from the Alectra Utilities' pole shall not trespass aerially over adjacent lands;
iv. All clearances and insulation levels must be designed for Alectra Utilities' line-to-line voltage;
v. Minimum horizontal clearance of 5 meters shall be required between any lot lines and center line of poles. Clearances between phase conductors and adjacent buildings and structures shall be in accordance with the OESC (latest edition).
vi. Transformer poles shall meet Alectra Utilities standards and guidelines.

3.1.8 Supply Agreements Precedence

In case of any conflicts between the Supply Agreement and the terms contained herein, the Supply Agreement shall be binding.

3.1.9 Alectra Utilities Distribution System Construction and Maintenance

Alectra will undertake the necessary programs to maintain and enhance its distribution plant at its expense. In the event that services or facilities to a Customer need to be restored as a result of construction or maintenance activities by Alectra, they will be restored to an equivalent condition.

Alectra will carry out the necessary construction and electrical work to maintain existing supplies by providing standard overhead or underground supply services to Customers affected by Alectra's construction activities. If a Customer requests special construction beyond the normal Alectra standard installation in accordance with the program, the Customer shall pay the additional cost, including engineering and administration fees.

Where Alectra owns overhead conductor on Customer property, Alectra shall provide for tree trimming. Alectra, from time-to-time, may require a temporary isolation of supply to facilitate tree trimming.

3.1.10 Customer ESA Requirements

In all cases, Customers shall follow Alectra's standards for installation for all Works for which they are responsible as indicated in legal contracts. The Customer portion of the service (from the ownership demarcation point) must meet requirements of the OESC.

Alectra will only energize a new, rebuilt or upgraded service once all applicable service conditions are satisfied and Alectra receives the ESA Connection Authorization.

3.1.11 Alectra Utilities Service Entrance Requirements

The maximum Service Entrance Capacity connected overhead is 200A for supply voltages less than 750V at the ownership demarcation point. Service Entrance Capacities in excess of 200A and supply voltages of less than 750V will require an underground service. For services with supply voltages greater than 750V, Customers should refer to Appendix 5.1 for ownership demarcation points and consult Alectra for further direction.

The Customer shall ensure that provisions for the service entrance and meter meet with Alectra's approval.

3.1.12 Alectra Utilities Access Requirements

The Owner shall provide Alectra with unimpeded access to install the electricity service. In addition, the Owner will be responsible to remove and reinstate any privately-owned obstructions (landscaping, sprinklers and sprinkler piping, sheds, buildings, etc.) to provide Alectra with unimpeded access to its assets. The Customer will provide access for Alectra vehicles to the transformers and switchgears without causing property damage. The Customer shall provide an unobstructed paved or graveled surface for this purpose of sufficient strength, as specified by Alectra. If an adequate roadway is not provided, resulting in damages to Alectra's vehicles, the Customer will take full responsibility for the necessary repairs to vehicles.

3.1.13 Metering Requirements

3.1.13.1 General

Alectra will provide, install, own and maintain a meter installation for all Customers except where the Customer is an Embedded Market Participant or where the connection is unmetered. All metering equipment remains the property of Alectra. No person, except those authorized by Alectra, may remove, connect, or otherwise interfere with meters, wires or auxiliary equipment

The Customer is responsible for the care, safekeeping and labeling of Alectra's meters, wires and auxiliary equipment on Customer's premises. If any of Alectra's equipment installed on Customer

premises is damaged, tampered, destroyed or lost other than by ordinary wear and tear, the Customer will be liable to pay to Alectra the value of such equipment or, at the option of the Distributor, the cost of repairing the same plus estimated energy not metered.

Alectra will determine the metering location, and, where practical, will locate it at the operational demarcation point or point of supply.

Metering installations shall comply with Alectra's standards, instructions, specifications, and Conditions of Service, Measurement Canada regulations, and the Ontario Electrical Code as well as applicable laws, regulations and codes. Metering installations are subject to Alectra's inspection and acceptance, in addition to inspections and approval by the ESA.

Metering installations shall not be located in an environment that could be hazardous to Alectra's personnel or equipment.

Alectra's metering standards, instructions, and specifications provide information on approved equipment such as meter bases and enclosures, and characteristics for the various types of metering installations. Please contact Alectra for further information on metering standards.

A Customer's main switch immediately preceding the meter or meters shall permit the sealing and padlocking of:

i. The handle in the OPEN position; and
ii. The cover or door in the CLOSED position.

All compartments, cabinets, boxes, sockets, or other workspace for the installation of Alectra's metering equipment shall be for the exclusive use of the Distributor.

3.1.13.2 Meter Types

Each Customer will normally be restricted to one metering point.

The type of metering is based on the Customer's rate class, energy consumption and peak load. The security and accuracy of the metering will be maintained under Measurement Canada regulations and Alectra's procedures.

The standard type of meter supplied for each rate class is:

i. Residential: Smart Meter with wireless communication capability
ii. General Service <50kW: Smart Meter with wireless communication capability
iii. General Service >50kW: MIST meter for kWh and kW billing

iv. Large User: MIST meter for kWh and kW billing
v. Embedded Generation: metering as specified by Alectra Utilities to settle amounts owning, considering the Customer rate class, size of generator, and IESO rules.

3.1.13.3 New or Altered Electrical Services

When adding a new service, or upgrading an existing service, Customers shall consult Alectra. Alectra will determine the type of metering and provide applicable Standards, instructions and specifications.

When a Customer alters an existing service, Alectra will require the Customer to comply with Alectra's standards, which may include:

i. Upgrading older Customer owned meter bases and equipment
ii. Relocating metering equipment
iii. Installing an approved locking device or lock box with key.

3.1.13.4 Alterations to Buildings or Sites

Customers shall contact Alectra prior to carrying out renovations or projects that may block access to the metering location. The Customer is responsible to ensure any addition or extension to a building does not enclose exterior mounted metering or prevent required access to metering. The Customer is responsible for the cost of relocating metering equipment.

3.1.13.5 Metering located in Electrical Rooms

Electrical rooms shall comply with Alectra's instructions and specifications, the Ontario Building Code ("OBC") and the Ontario Electricity Safety Code ("OESC") and are subject to Alectra's inspection and acceptance.

The Customer shall visibly identify the electrical room from the outside. Alectra has the right to install an "Alectra METERS" identification label on the electrical room door.

Stairways leading to electrical rooms shall be located indoors and have a handrail on at least one side as per the OBC.

The Customer shall keep electrical rooms clear of debris, standing water and other water hazards, obstacles and other foreign objects, and shall not store these items in electrical rooms.

Metering installations in electrical rooms or in industrial/commercial establishments shall have:

i. Minimum 1.5 meter clear working space in front of all equipment and minimum 2.1 meters headroom;
ii. Lighting to illuminate metering and electrical equipment, with light switch;
iii. 120V duplex receptacle available to Alectra staff while working in the room;
iv. Meter sockets, cabinets and meter related devices mounted to be free from vibration and located away from sources of heat, dust and chemical vapors;
v. Drip shields over meters and related equipment where sprinkler equipment is located; and,
vi. Guards to protect workers from moving machinery in the vicinity.
vii. All new electrical rooms are required to have an up to date building unit layout plan for the building mounted on an inside wall, showing the unit layouts, and contact names and phone numbers for property managers and/or maintenance personnel.

3.1.13.6 Auxiliary Connections

All Customer connections, including circuits for fire alarms, exit lights, emergency backup generators and instrumentation, shall be made to the load side of Alectra's metering, except as approved by Alectra.

No Customer equipment shall be connected to any part of Alectra's metering circuit, except as approved by Alectra.

The Customer shall remove any unbilled connection on the supply side of Alectra's metering, at the Customer's expense. Alectra will bill the Customer for all costs in investigating and resolving the connection, and for the estimated amount of unmetered electricity used.

3.1.13.7 Further Information on Metering

Please see Section 2.3.7 for additional information on:

i. General requirements
ii. Access,
iii. Meter Reading
iv. Final Meter Reading
v. Faulty Registration of Meters
vi. Meter Dispute Testing

3.1.14 Damage to Plant

Should the Alectra installed cable fail due to abnormal circumstances such as a dig-in, the cost of the damage will be charged to the party responsible for the damages.

3.1.15 Pole Attachments (Temporary and Permanent)

Prior to installing any non-utility pole attachments, a Licensed Attachment Agreement must be executed. Alectra reserves the right to request a pole load analysis report, stamped and signed by a Professional Engineer, licensed within the Province of Ontario, for any type of attachment to an Alectra-owned pole.

All attachments are subject to review by Alectra, and Alectra reserves the right to remove any attachments that does not meet the applicable requirements.

3.2 RESIDENTIAL SERVICES

3.2.1 Application

This classification refers to an account where the electricity is used exclusively in a separately metered living accommodation. Customers who fall under Residential classification reside in single-dwelling units that consist of a detached house or one unit of a semi-detached, duplex, triplex or quadruplex house, or freehold townhouse with a residential zoning. Separately metered dwellings within a townhouse complex, apartment or condominium building will also qualify as Residential Customers.

Customers are responsible to ensure requests for additional meters for a Residential service (e.g. a duplex) comply with municipal zoning bylaws. Requests from a Residential Customer to meter garages, sheds or other accessory structures of non-residential land use will not be permitted, except as approved by Alectra.

Common areas (e.g. laundry facilities, recreation areas, site lighting) in apartment buildings, multiple-unit, townhouse or condominium complexes do not fall under the Residential rate class. These areas are metered by house service meters under the General Service rate class, as described in Section 3.3 – General (non-Residential) Service.

3.2.2 Single Detached Dwellings/Semi-Detached/Multiplexes

3.2.2.1 Services Over/Under Swimming Pools

Any overhead or underground electrical conductors located in the vicinity of a swimming pool shall meet the minimum clearances as identified in Alectra's Standards.

Where a new swimming pool is to be installed and the distance between the overhead service conductors and the proposed pool/pool equipment do not meet the minimum clearances as per

Alectra's Standards it will be necessary to relocate the overhead service conductors, at the property Owner's expense. Approval shall be granted by Alectra after the minimum clearances have been achieved and verified.

Where overhead service conductors are in place over an existing swimming pool, the service conductors shall be relocated at the Owner's Expense. Approval shall be granted by Alectra after the minimum clearances have been achieved and verified.

When underground electrical circuits are installed in the vicinity of a proposed swimming pool, the Customer shall provide the utility with a site plan that clearly identifies the new swimming pool location. The Customer will have also obtained "locates" for all Electric Services (i.e., high voltage and low voltage), and shall provide this information to Alectra.

If the proposed swimming pool location conflicts with any clearance required by the OESC, the swimming pool shall be relocated to permit the minimum clearances. Alternatively, the Customer may choose to relocate the underground Electric Services. In such cases, the Customer shall be responsible for all costs incurred directly and by Alectra for the work. Approval shall be granted by the Distributor after the minimum clearances have been achieved and verified.

3.2.2.2 Overhead Services

At Alectra's discretion, an underground service shall be required if the criteria described in Section 3.1 are not satisfied.

Where applicable, the Customer is also responsible for ensuring that all private poles are capable of providing adequate support for the attached lines. Alectra reserves the right to disconnect a service if private poles are leaning badly or are in poor condition, making them incapable of providing adequate support for the conductor. In addition to the requirements of the OESC, clearance must be provided between utility overhead and finished grade according to Canadian Standards Association ("CSA") requirements.

3.2.2.3 Underground Services

Where a new service or service upgrade is requested where Alectra's distribution system is underground, the new service or service upgrade shall be underground. The Customer is responsible for installing, owning, maintaining, and replacing the vertical conduit that guides the service cable from underground to the meter base.

Where the distance between the ownership demarcation point and the point of supply exceeds the voltage drop distance limits of Alectra's standard service conductors, a high voltage primary line will be required.

Where the service requires a high voltage service, the Customer owns, maintains, and repairs all civil assets on private property. These civil assets include poles, direct buried ducts, concrete encased duct banks, and transformer foundations.

3.2.2.4 Underground Servicing Details

All underground ducts and service wires must be installed by Alectra at the Customer's expense. Alectra will own, maintain, and replace (like-for-like) all underground ducts and service wires.

Any trench route on the Customer's property shall be approved by Alectra, and follow the route indicated on a Service Design/Layout drawing or the route supplied by Alectra. Any deviation from this route shall be approved by the Distributor. The Customer shall be responsible for Alectra's costs associated with re-design and inspection services due to changes or deviations initiated by the Customer (or representative).

The Customer shall provide Alectra with unimpeded access to install the electricity service. In addition, the Customer will be responsible for removing and reinstating any privately-owned obstructions (landscaping, sprinklers and sprinkler piping, sheds, buildings, etc.) to provide Alectra with unimpeded access to its assets.

The Customer shall pay for any necessary road crossings. Alectra must approve trench routing, service entrance and meter location.

Alectra reserves the right to install temporary jumper cables from either a Customer's or a neighboring Customer's service in the event of a fault on a Customer's underground electricity service. Alectra will make connections on the line side of the meter not affecting consumption charges; however, maintain power to the affected Customer until repaired.

New underground services will have a 200-Amp capacity. Alectra's approval is required for any service or configuration that exceeds this service level.

3.2.3 Metering for Condominium Townhouses

Alectra must approve ganged (grouped) meter bases, their number, location and service route prior to installation.

The Customer shall identify the metering equipment and unit electrical panel with the unit number. The labelling shall comply with unit identification requirements on Alectra's standards prior to energization. Any cost incurred by Alectra due to incorrect or incomplete marking, or reassigned unit numbers, will be borne by the property owner and/or developer.

3.3 GENERAL SERVICE (GS <50KW, GS>50KW, AND >5000KW)

3.3.1 Application

General Service rate classification refers to all non-Residential Customers and includes single commercial and industrial buildings (e.g. churches, schools, shopping malls, plazas, institutional sites). This section refers to the supply of electricity to buildings housing General Service Customers.

Alectra supplies electricity under the terms of the Corporation's General Service Rate Schedule for all services other than those eligible for the Residential Rate Structure.

3.3.2 General Service Rate Classes by Rate Zone

Enersource Rate Zone

General Service Less than 50 kW: This classification refers to a non-residential account taking electricity at 750 Volts or less whose monthly average peak demand is less than, or is forecast to be less than, 50 kW.

General Service 50 to 499 kW: This classification refers to a non-residential account whose monthly average peak demand is equal to or greater than or is forecast to be equal to or greater than, 50 kW but less than 500 kW. Such Customers may have to complete a Connection and/or Operating Agreement depending on primary equipment ownership.

General Service 500 to 4,999 kW: This classification refers to a non-residential account whose monthly average peak demand is equal to or greater than or is forecast to be equal to or greater than, 500 kW but less than 5,000 kW. Such Customers may have to complete a Connection and/or Operating Agreement depending on primary equipment ownership.

General Service Large Use: This classification refers to an account whose monthly average peak demand is equal to or greater than or is forecast to be equal to or greater than, 5,000 kW. Such Customers will have to complete a Connection and/or Operating Agreement.

Horizon Utilities Rate Zone

General Service Less than 50 kW: This classification refers to a non-residential account taking electricity at 750 Volts or less whose monthly average peak demand is less than, or is forecast to be less than, 50 kW.

General Service 50 to 4,999 kW: This classification applies to a non-residential account whose average monthly maximum demand used for billing purposes is equal to or greater than or is forecast to be equal to or greater than, 50 kW but less than 5,000 kW. Such Customers may have to complete a Connection and/or Operating Agreement depending on primary equipment ownership.

General Service Large Use (LU1): This classification refers to an account whose monthly average peak demand is greater than, or is forecast to be greater than, 5,000kW. Such Customers will have to complete a Connection and/or Operating Agreement.

General Service Large Use – with Dedicated Assets (LU2): This classification refers to an account whose monthly average peak demand is greater than, or is forecast to be greater than, 5,000kW. Such Customers will have to complete a Connection and/or Operating Agreement.

Brampton Rate Zone

General Service Less than 50 kW: This classification refers to a non-residential account taking electricity at 750 Volts or less whose monthly average peak demand is less than, or is forecast to be less than, 50 kW.

General Service 50 to 699 kW: This classification applies to a non-residential account whose average monthly maximum demand used for billing purposes is equal to or greater than or is forecast to be equal to or greater than, 50 kW but less than 700 kW. Such Customers may have to complete a Connection and/or Operating Agreement depending on primary equipment ownership.

General Service 700 to 4,999 kW: This classification applies to a non-residential account whose average monthly maximum demand used for billing purposes is equal to or greater than or is forecast to be equal to or greater than, 700 kW but less than 5,000 kW. Such Customers may have to complete a Connection and/or Operating Agreement depending on primary equipment ownership.

General Service Large Use (LU1): This classification refers to an account whose monthly average peak demand is greater than, or is forecast to be greater than, 5,000kW. Such Customers will have to complete a Connection and/or Operating Agreement.

PowerStream Rate Zone

General Service Less than 50 kW: This classification refers to a non-residential account taking electricity at 750 Volts or less whose monthly average peak demand is less than, or is forecast to be less than, 50 kW.

General Service Greater than 50 kW: This classification refers to a non-residential account whose monthly average peak demand is equal to or greater than or is forecast to be equal to or greater than, 50 kW but less than 5,000 kW, both regular and interval metered. Such Customers may have to complete a Connection and/or Operating Agreement depending on primary equipment ownership.

General Service Large Use: This classification refers to an account whose monthly average peak demand is greater than, or is forecast to be greater than, 5,000kW. Such Customers will have to complete a Connection and/or Operating Agreement.

Guelph Rate Zone

General Service Less than 50 kW: This classification refers to a non-residential account taking electricity at 750 Volts or less whose monthly average peak demand is less than, or is forecast to be less than, 50 kW.

General Service 50 to 999 kW: This classification applies to a non-residential account whose average monthly maximum demand used for billing purposes is equal to or greater than or is forecast to be equal to or greater than, 50 kW but less than 1000 kW. Such Customers may have to complete a Connection and/or Operating Agreement depending on primary equipment ownership.

General Service 1000 to 4,999 kW: This classification applies to a non-residential account whose average monthly maximum demand used for billing purposes is equal to or greater than or is forecast to be equal to or greater than, 1000 kW but less than 5,000 kW. Such Customers may have to complete a Connection and/or Operating Agreement depending on primary equipment ownership.

General Service Large Use: This classification refers to an account whose monthly average peak demand is greater than, or is forecast to be greater than, 5,000kW. Such Customers will have to complete a Connection and/or Operating Agreement.

For an example of a Connection Cost Recovery Agreement, see Appendix 5.4.

3.3.3 Rate Class Assignments

All services supplied to premises except those designated as Residential or Unmetered shall be classified as General Service less than 50 kW, providing they have a monthly peak Demand of less than 50 kW. Multi-unit residences, such as apartment Buildings supplied through one service (i.e., bulk metered), shall be normally classified as General Service.

Where service is provided to combined residential and business Customers, or residential and agricultural Customers, whether for seasonal or all-year premises and the wiring does not provide for separate metering, the service shall be normally classified as General Service.

This classification also includes traffic signals and control lighting (except Municipal Street Lighting), sign and display lighting, telephone booths, cable television amplifiers, and other similar small loads supplied throughout Alectra's service territory.

3.3.4 General Conditions for General Service

Customers with delta configured secondary services applying for upgrade of services shall be converted to WYE configured services at time of upgrade at the Customer's expense.

3.3.5 Alectra Utilities-Owned Transformation Connections

3.3.5.1 Overhead Services

As indicated in Section 3.1, Overhead Services are only permitted in certain circumstances.

Where applicable, the Customer is also responsible for ensuring that all private poles are capable of providing adequate support for the attached lines. Alectra reserves the right to disconnect a service if private poles are leaning badly or are in poor condition, making them incapable of providing adequate support for the conductor. In addition to the requirements of the OESC, clearance must be provided between overhead conductors and finished grade according to Canadian Standards Association ("CSA") requirements.

3.3.5.2 Underground Services

Sites requiring service to multiple Buildings shall feed such Buildings from a single common Electrical (Utility) Room as Subservices, and these Subservices shall be metered from the load side of the main disconnect switch according to Alectra's specifications. In some cases, the sub-feeding of other buildings from a single common Electrical (Utility) Room is not authorized by Alectra. Refer to Alectra Urban Design Guideline for guidance, which can be made available by contacting Alectra.

Unless otherwise noted by Alectra, the Customer is responsible for the construction or installation of all civil infrastructure including, but not limited to, poles, conduits, cable chambers, cable pull rooms, transformer rooms, vaults, equipment bases and foundations on private property, as required by Alectra as part of the connection assets. Where the Customer is to construct or install and maintain the civil infrastructure on private property, the installation must meet Alectra's standards, practices, specifications and Conditions of Service, and are subject to Alectra's inspection and acceptance, in addition to inspection and approval by the ESA.

Alectra encourages Customers to design their underground primary/secondary service for ease of future maintenance so that they may have safe and reliable service. The primary/secondary duct that services a property should be as short as possible and installed in native soil or approved backfill. The duct should not be located underneath and/or embedded into Customer-owned infrastructure, such as parking garages, buildings, or other structures. Alectra will endeavor to work with the Customer to determine a mutually satisfactory location for the service equipment, however, the final location shall be at the determination of, and approved by, Alectra.

In the case of Alectra owned transformer vaults, Customers must ensure that their main electrical room, which houses their service entrance equipment, shall be located adjacent to the transformer vault that services their building. Alectra transformer vaults shall always remain accessible to Alectra's utility vehicles equipped for installation, removal, maintenance, and operation of the equipment. A location directly accessible via a public roadway is desired. In the case of using private driveways/roadways, the solution must ensure that the driveway/roadway are capable of carrying Alectra's utility vehicles equipped for installation, removal, maintenance and operation of the equipment and have the necessary space to operate large equipment in a safe and practical manner. Alectra will endeavor to work with the Customer to determine a mutually satisfactory location of the equipment, however, the final location of the equipment shall be at the approval of Alectra. To reduce the customer's costs of redesign, it is recommended that planners/architects discuss the transformer room/electrical equipment vault location with Alectra before any plans are finalized.

The Customer will ensure that Alectra has access to its equipment. The Customer is responsible for any costs associated with providing necessary access to the Corporation's equipment by employees or authorized agents of the Corporation for the purpose of maintenance or replacement. Alectra will carry out or coordinate maintenance on its equipment, including on Customer property and inside vault rooms. Alectra will pay for the costs for such routine maintenance done during normal working hours. The Customer shall pay Alectra's premium overtime costs when the Customer requests work done outside normal working hours.

Indoor transformer vaults constructed by the Customer must be constructed in accordance with the applicable Federal, Provincial and Municipal codes, and requirements, as outlined by both the OESC and Alectra. Vaults shall be located at grade level, preferably in a corner of the building, with two outside walls with no occupied living or office space adjacent to the vault. The grade

level requirement shall be with respect to the location of the doors. Continual natural drainage away from both the interior and immediate exterior of the vault is also required.

Prior to the commencement of construction, Alectra must approve vault location and all vault dimensions and clearances. The Customer is not permitted to store other equipment in the vault. The Customer is responsible for a safe environment and maintaining a structural integrity of the Customer-Owned vault as per Alectra's Standards.

The Customer shall prevent unauthorized persons from entering. It is necessary that Alectra vehicles have access to the door(s) of the vault at all times, without causing property damage. The Customer shall provide an unobstructed paved or graveled surface for this purpose, of sufficient size and strength as specified by Alectra.

The Customer must arrange with Alectra, at Customer's expense, to install an Alectra's standard lock or acceptable to Alectra, for this purpose. The Customer is responsible for the supply, installation and maintenance of the transformer vault, including grounding and all equipment and appurtenances related to the transformer vault room, but not including Alectra owned equipment as described above. Maintenance activities required to be performed by the Customer inside transformer vaults must be arranged with Alectra. Alectra will not allow the Customer or its agents to perform maintenance inside an energized vault.

Alectra is not responsible for the maintenance or repair of transformer room(s) or any other civil structure that forms part of the Customer's building. Alectra shall not be responsible for damages resulting from the incorrect identification of any services or equipment.

3.3.5.3 Overhead/Underground Servicing Details – Alectra Utilities' Owned Transformers

Alectra will supply, install, own and maintain the following:

a) Alectra Utilities' Transformation on Private Property:
   i. primary transformation; and
   ii. primary switchgear where required; and
   iii. meters and associated instrument transformer(s); and
   iv. overhead or underground primary cable from the point of supply to the ownership demarcation point; and
   v. if underground, concrete encased primary duct bank extending from the point of supply to Alectra Utilities' system on public right-of-way to the property line; and
   vi. if overhead connection, primary or secondary poles on road allowance only.

b) Transformation on Road Allowance:

i. primary transformation; and
ii. primary switchgear where required; and
iii. meters and associated instrument transformer(s); and
iv. if underground, duct bank extending from the point of supply to Alectra Utilities' system on public right-of-way to the property line; and
v. if overhead connection, primary or secondary poles on road allowance only.

The Customer will supply, install, own, and maintain all of the following:

i. transformer foundation and associated equipment, as specified by Alectra Utilities;
ii. concrete encased duct bank extending from the point of supply to Alectra Utilities' system on private property to the transformer, designed by the Customer to Alectra Utilities' specifications; where Alectra Utilities has determined that the cables may not be readily pulled through the duct bank, the Customer must also supply, install and maintain on the property a pulling manhole or chamber, to Alectra Utilities' specifications;
iii. if transformers are indoor vault mounted, provide as indicated in these Conditions of Service;
iv. cable pull rooms and cable chambers as required by Alectra Utilities;
v. duct bank extending from Alectra Utilities owned transformation to the service entrance. The Customer is responsible for low voltage cables past the demarcation point (see Appendix 5.1). The Customer, at their own expense, will supply and install two-hole compression style secondary lug connectors compatible with CSA dies and National Electrical Manufacturers' Association (NEMA) spade two-hole spacing of the pad-mounted transformer secondary bushings; coiling of the secondary cable in the transformer foundation must make provision for expansion and contraction of the cable, and connection to a transformer with higher secondary bushings;
vi. dry-type transformers for special utilization voltages; and
vii. unless otherwise noted by Alectra Utilities, all other related metering equipment.

Any trench route on the Customer's property shall be approved by Alectra, and follow the route indicated on the drawings approved by Alectra. Any deviation from this route must be approved by Alectra. The Customer shall be responsible for Alectra's costs associated with re-design and inspection services due to changes or deviations initiated by the Customer (or representative). Alectra owned underground primary or secondary services are not allowed to be routed under living space or permanent structures.

Alectra encourages Customers to design their service for ease of future maintenance so that they may have safe and reliable service. Civil infrastructure for Alectra-owned underground primary/secondary services (duct banks, equipment foundations) should not be located underneath and/or embedded into Customer-owned infrastructure, such as parking garages,

buildings, or other structures. Alectra will endeavor to work with the Customer to determine a mutually satisfactory location for the service equipment, however, the final location shall be at the determination of, and approved by, Alectra.

The Owner or its contractor shall be responsible for obtaining clearances from all involved utility companies, including Alectra, before digging.

The pad-mounted equipment will be located on the Customer's property. The Customer will provide, to Alectra specifications, mechanical protection such as bollards for the protection of the pad-mounted equipment, where required. Pad-Mounted equipment will be located within three (3) meters of an accessible roadway capable of carrying heavy trucks.

Alectra will provide the time-current characteristic curve of the upstream protection to the Customer or their representative. The onus is on the Customer to confirm suitable coordination.

The Customer is responsible for providing, at the Customer's expense, a coordination study for protection and control review, adequate protective equipment for any electrical apparatus or equipment that might be adversely affected by Alectra's re-closing facilities and such equipment as may be required for the prompt disconnection of any of the Customer's apparatus or equipment that might affect the proper functioning of Alectra's re-closing facilities. The Customer is responsible for ensuring that all equipment connected to Alectra's Distribution System meets the short-circuit ratings. The Customer and/or its consultant shall specify the fuse rating and demonstrate coordination with Alectra's upstream protection, including station breakers and/or distribution fuses. The Customer shall maintain an adequate supply of spare fuses.

3.3.6 Customer-Owned Substations

Where a primary service is provided to a Customer-owned substation, the Customer shall install and maintain such equipment in accordance with all applicable laws, codes, regulations, and Alectra's requirements for high voltage installations. The Customer shall abide by Alectra's Guidelines for Customer Owned Substations, which will be provided to the Customer on a transactional basis. Customer-owned equipment (e.g. cables, transformers, surge arrestors, terminators, and protective and switching devices) must be approved by Alectra. Alectra will provide specific details upon application for service. For example, Alectra may specify that the Customer's transformer be supplied with multiple high-voltage windings, suitable for connection to two system voltages in order to facilitate future voltage conversions. Alectra may also specify special tap settings to accommodate system voltage variations.

Alectra will review and approve the original proposal and one (1) corrected proposal for each new substation, free of charge. Costs of any additional review will be charged to the Customer. When

modifications not involving substantial load increases are being made to an existing substation, Alectra will charge the Customer all costs for the review and approval.

Customer-owned substations are a collection of transformers and switchgear located in a suitable room or enclosure owned and maintained by the Customer and supplied at primary voltage (i.e., a supply voltage greater than 750 V). The Customer is required to have neutral conductor for connection to the system neutral (except 44 kV systems).

Alectra will provide Customer interface details and requirements for high-voltage supplies. For all new Customer owned substations, the primary feed will be a Wye configuration. If an existing Delta configuration is to be upgraded, then it will be converted to a Wye configuration. In addition, if a 27.6kV primary feed is available, it will take precedent over a 44kV feed as a preferred method of supply.

Customer-owned substations must be inspected by both the ESA and Alectra. The Owner will provide a pre-service inspection report performed by a qualified high voltage contractor and approved by an Engineer in good standing Licensed to practice Engineering in the Province of Ontario to Alectra.

To ensure the security and reliability of the distribution system, and to ensure a safe and coordinated commissioning of station equipment, Alectra requires all Customer-owned substation equipment (including switches, transformers, fuses, etc.) to be fully installed and connected prior to energization. Staged or phased energization is not permitted. Customers may require internal system checks on energized components of their system as is practical during commissioning, but the entire substation must be installed and energized as a whole to Alectra's distribution system.

In all cases, if a Customer requires a primary line that supplies a Customer owned substation on their property, the Customer will be required to sign a Connection and/or Operating Agreement that will specify controlling authorities and that clearly describes demarcation points for ownership.

3.3.6.1 Overhead Services – Customer Owned Substations

As indicated in Section 3.1, Overhead Services are only permitted in certain circumstances related to Customer owned substations.

Where applicable, the Customer is also responsible for ensuring that all private poles are capable of providing adequate support for the attached lines. Alectra reserves the right to disconnect a service if private poles are leaning badly or are in poor condition, making them incapable of providing adequate support for the conductor. In addition to the requirements of the OESC,

clearance must be provided between overhead conductors and finished grade according to Canadian Standards Association ("CSA") requirements.

3.3.6.2 Overhead/Underground Servicing Details – Customer Owned Substations

Sites requiring service to multiple Buildings shall feed such Buildings from a single common Electrical (Utility) Room as Subservices, and these Subservices shall be metered from the load side of the main disconnect switch according to Alectra's specifications.

Alectra will supply, install, own and maintain the following:

i. primary switchgear where required; and
ii. meters and associated instrument transformer(s) (except cleaning of equipment installed in Customer switchgear); and
iii. primary cable from the point of supply to the ownership demarcation point; and
iv. concrete encased primary duct bank extending from the point of supply to Alectra Utilities' system on public right-of-way to the property line; and
v. if overhead connection, primary poles on road allowance only.

The Customer will supply, install, own, and maintain all of the following:

i. primary switchgear; and
ii. transformer, transformer foundation and associated equipment; and
iii. concrete encased duct bank and necessary cable pull rooms or chambers extending from the point of supply to Alectra Utilities' system on private property to the transformer, designed by the Customer to Alectra Utilities' specifications; where Alectra Utilities has determined that the cables may not be readily pulled through the duct bank, the Customer must also supply, install and maintain on the property a pulling manhole, to Alectra Utilities' specifications; and
iv. duct bank extending from Customer-owned transformation to the rest of the service/distribution; and
v. dry-type transformers for special utilization voltages;
vi. all other Metering equipment, unless otherwise noted by Alectra Utilities; and
vii. cleaning only of Alectra Utilities current transformers, potential transformers and associated equipment installed in Customer switchgear, as part of the Customer's regular switchgear maintenance program. The Customer is to remove dust and dirt without exposing the equipment to chemicals or abrasive tools and materials, and without damaging wires or loosening electrical connections.

Any trench route on the Customer's property shall be approved by Alectra, and follow the route indicated on drawings approved by Alectra. Any deviation from this route must be approved by Alectra. The Customer shall be responsible for Alectra's costs associated with re-design and

inspection services due to changes or deviations initiated by the Customer (or representative). Underground primary services are not allowed to be routed under living space or permanent structures. The Owner or its contractor shall be responsible for obtaining clearances from all involved utility companies, including Alectra, before digging.

Alectra encourages Customers to design their service for ease of future maintenance so that they may have safe and reliable service. Civil infrastructure for Alectra-owned underground primary cables should not be located underneath and/or embedded into Customer-owned infrastructure, such as parking garages, buildings, or other structures. Alectra will endeavor to work with the Customer to determine a mutually satisfactory location for the service equipment, however, the final location shall be at the determination of, and approved by, Alectra.

The Customer is required to supply, install and maintain internal transformers where a voltage other than the supply voltage is required.

Alectra will provide the time-current characteristic curve of the upstream protection to the Customer or the Customer's Consultant.

The Customer is responsible for providing at the Customer's own expense an arc flash study and coordination study for protection and control review, adequate protective equipment for any electrical apparatus or equipment that might be adversely affected by Alectra's re-closing facilities and such equipment as may be required for the prompt disconnection of any of the Customer's apparatus or equipment that might affect the proper functioning of Alectra's re-closing facilities. The Customer is responsible for ensuring that all equipment connected to Alectra's Distribution System meets the short-circuit ratings. The Customer and/or its consultant shall specify the fuse rating and demonstrate coordination with Alectra's upstream protection, including station breakers and/or distribution fuses. The Customer shall maintain an adequate supply of spare fuses.

3.3.6.3 Operation of Primary Disconnect Devices on Substations

Customers must permit access to their substations by Alectra's employees or authorized agents at all times in order to operate primary disconnect devices on the substations.

Alectra will not be responsible for any associated costs to repair/refurbish/replace the device or any associated devices for a "Customer owned primary disconnect" that fails during normal operations.

Customers may require the operation of primary disconnect devices for purposes of routine maintenance or other reasons. Alectra requires a minimum of two (2) weeks' notice for planned operation of such devices. Please see Section 2.2 Disconnection for Maintenance Purposes for further information in respect of terms and conditions for isolation and re-energization (disconnection and reconnection).

3.3.6.4 Maintenance of Substations

Customers are responsible for performing regular maintenance on their substations so that inconvenience to themselves and to other Customers is not caused through equipment failure. The Customer will ensure that the substation is maintained in a good state of repair and that the primary disconnect devices are accessible and operable.

Customers are also responsible for emergency maintenance on their substations and should be aware at all times of the availability of materials and labour to perform emergency repairs in the event of a sudden substation failure.

At the request of Alectra, the Customer may be required to provide a report detailing regular and/or emergency maintenance performed on the Customer's substation.

3.3.7 Technical Requirements

3.3.7.1 Short Circuit Ratings

The Customer must ensure that the service entrance equipment has adequate short-circuit interruption capability. Upon request, Alectra will advise the Customer of the maximum available short-circuit symmetrical in-rush Amperes at any specific location.

3.3.7.2 Basic Impulse Level

The Customer's apparatus shall have a minimum Basic Impulse Level as per the requirements of the OESC.

3.3.7.3 Ground Fault Protection

Where ground fault protection is required in compliance with the OESC, the method and equipment used shall be compatible with Alectra's practice of grounding the transformer neutral terminals in vaults. Zero sequence sensing will normally apply.

Where ground strap sensing is used, the ground sensing devices shall operate at 600 A if transformer and switchboard buses are not bonded, and 400 A if the buses are bonded.

Ground fault protection proposals for dual secondary supply arrangements shall be submitted to Alectra for approval before construction of the switchboard.

3.3.7.4 Lightning Arresters

Customer installations that are directly supplied from Alectra's primary underground system are not protected with lightning arresters. If the Customer wishes to install lightning arresters, they shall be located on the load side of the first protective device. For Customer installations that are supplied from Alectra's primary overhead system, Alectra will install lightning arresters at the pole and the Customer may install lightning arresters in the switchgear on the load side of the incoming disconnect device. The mimic diagram shall indicate the presence of such devices in the switchgear.

3.3.7.5 Unbalanced Loads

The Customer will maintain a balanced, three-phase load. For three-phase service, the unbalance due to single-phase loads shall not exceed twenty percent of the Customer's balanced phase loading expressed in kilowatts (kW). It is the responsibility of Customers with large non-linear loads to install proper corrective measures such as filtering and/or grounding techniques that comply with the current version of industry standard, IEEE Standard 519. A higher distortion may be acceptable for infrequent starts where no existing or potential third party will be adversely affected. The Customer's equipment is limited in the permissible switching surges to ten percent for line switching and four percent for capacitor switching.

3.3.8 Metering - General

Metering for General Services shall comply with the Standard designated by Alectra's Standards, instructions and specifications.

The Customer will use switchgear for all services in excess of 600 A.

Barriers are required in each section of switchgear or service entrance equipment between metered and unmetered conductors and/or between sections reserved for Alectra's use and sections for Customer use.

The Customer shall submit plans and drawings for load centers and switchgear to Alectra for approval prior to ordering.

3.3.9 Metering for New Multi-Unit Residential Buildings, Condominiums and Commercial Buildings that contain two or more demised premises

Units in new multi-unit residential rental buildings ("MURBs"), new condominiums and commercial buildings that contain two or more demised premises will be individually metered. All metering will be installed to Alectra's Standards, instructions and specifications.

Building owners and developers have the following options:

i. Alectra Utilities Unit Metering Socket Meters (Meter Centers):

   Alectra Utilities installs the house meter at a centralized metering point. The building owner/developer provides individual metering points for each unit. Alectra Utilities installs residential and commercial unit meters, which are billed by the Distributor.

ii. Bulk Metering (building owner/developer owned unit sub-metering):

   Alectra Utilities installs a bulk meter to measure all electricity used by the building. The owner/developer hires a licensed unit sub-metering contractor to install, operate unit metering, and allocate bills to the individual units and the common areas.

3.3.10 Metering for Existing Multi-Unit Residential Buildings, Condominiums and Commercial Buildings that contain two or more demised premises

For existing multi-unit residential rental buildings and condominiums with no house meter, and for existing buildings renovated from single unit to multi-unit, the meters that supply any house services shall be in the building owner's name. The house meter accounts shall be in the name of the multi-unit site or condominium-building owner's name who shall also be responsible for the payment of energy supplied through such meters.

Building owners who choose to convert from bulk metering to individual metered units may choose from the options described in Section 3.3.9.

3.3.11 Temporary Services

A Temporary Service is a metered service provided for construction purposes or special events. Temporary Services that do not meet the requirements of Sections 3.1 to 3.3 must be supplied underground (U/G).

Temporary Services servicing residential properties and used for residential purposes shall be considered a residential account at the sole discretion of Alectra.

Temporary services are required to meet the requirements of permanent services of the same size, as detailed in these Conditions of Service.

The Customer will be responsible for all associated costs for the installation and removal of equipment required for a temporary service to Alectra's point of supply. Unless approved by Alectra, Temporary services may be provided for a period of no more than twelve (12) months.

Temporary services must be renewed thereafter, including payment of all applicable fees, if an extension is required and the equipment for such temporary service must be re-inspected at the end of the twelve (12)-month period.

Subject to the requirements of Alectra, supply will be connected after receipt of a Connection Authorization from the ESA, a signed contract and a deposit from the Customer.

3.3.11.1 Metering

Metering for temporary services shall comply with the Standard designated by Alectra's Standards, instructions and specifications.

3.4 EMBEDDED GENERATION AND ENERGY STORAGE

The connection process and requirements for Distributed Energy Resources ("DER") connecting to Alectra's distribution system are defined in the following sections.

The Generation Connection Process, Information Package, and further details can be found on Alectra's website www.alectrautilities.com/connecting-generation.

Alectra will follow the DSC, IESO Market Rules, ESA and the Technical Interconnection Requirements and Alectra's standards as applicable.

The Generator classifications set forth in the DSC are outlined in the table below.

Generator Classification	Rating
Micro	≤ 10 kW
Small	a) ≤ 500 kW, connected on distribution system voltage < 15 kV
	b) ≤ 1 MW connected, on distribution system voltage ≥ 15kV
Mid-Sized	a) ≤ 10 MW but > 500 kW connected on distribution system voltage < 15 kV
	b) > 1 MW but ≤ 10 MW, connected on distribution system voltage ≥ 15 kV
Large	> 10 MW

3.4.1 Connection and Operating Agreements

Alectra will enter into a Connection Agreement with all existing Customers who have an embedded generation facility connected to Alectra's distribution system and also with all new

Customers prior to connecting a new generation facility. Customers may also be required to enter into an Operating Agreement.

Please visit www.alectrautilities.com/connecting-generation for the Connection Agreement form, and www.alectrautilities.com/conditions-service for the Operating Agreement Template.

Where Alectra does not have a Connection Agreement with an existing Customer that has a generation facility connected to Alectra's distribution system, the Customer shall be deemed to have accepted and agreed to be bound by all of the Connection Agreement terms and conditions and the terms of any operating schedule delivered to it from time to time by the Distributor.

3.4.2 Generation Connection Information Package

Alectra will make available to interested Customers an Embedded Generation Connection Overview. Additional details can be found in the DSC Sections 6.2.3 and 6.2.4.

The Generation Connection Information Package is available electronically on Alectra's website. Please visit www.alectrautilities.com/connecting-generation for an overview of the Connection process.

3.4.3 Connection of Micro-Embedded Generation Facilities

An overview of the Micro-Embedded generation facilities connection process and information package is available on www.alectrautilities.com/connecting-generation. Additional details can be found in the DSC Section 6.2.

Alectra shall use the process as specified in the Distributed Energy Resources Connection Procedures ("DERCP").

3.4.4 Connection of Small, Mid-Sized and Large Generation Facilities

An overview of the Small, Mid-Sized and Large-generation facilities connection process and information package is available on www.alectrautilities.com/connecting-generation. Additional details can be found in the DSC Sections 6.2.9 to 6.2.21.

A Customer who wishes to apply for the connection of a generation facility to Alectra's distribution system shall submit an application, pay their impact assessment costs and provide all relevant information including, but not limited to, application forms, single line diagram, interface protection design, and sequence of operation. All documents shall be signed and stamped by a Professional Engineer licensed within the Province of Ontario.

Alectra conducts engineering studies (connection impact assessments ("CIA")) for all generation projects >10kW. This includes behind the meter, in-front of the meter, exporting and non-exporting projects.

Alectra will advise the Customer of the costs to conduct any required impact assessment.

Alectra will provide the Customer with the results of its impact assessment of the proposed generation facility within:

i. Sixty (60) days of the complete application where no distribution system reinforcement or expansion is required;
ii. Ninety (90) days of the complete application where a distribution system reinforcement or expansion is required;
iii. Seventy-five (75) days of the complete application for a small, mid-sized embedded generation facility when a host distributor CIA is also needed; and
iv. One hundred and five (105) days of the complete application for a large-embedded generation facility when a host distributor CIA is also needed.

Alectra will use its sole discretion in advising any Transmitter or Distributor that may be impacted by the proposed connection.

Alectra has the right to witness the commissioning and testing of the connection of the generation facility to its distribution system. After the applicant has:

i. Informed Alectra Utilities that it has received all necessary approvals;
ii. Entered into the appropriate Connection Agreement, and, where applicable an Operating Agreement; and
iii. Confirmed all Alectra Utilities requirements have been met,

And after Alectra has:

iv. Received the Authorization to Connect from the ESA; and
v. Issued the connection order,

Alectra will act to connect the generation facility to its distribution system in accordance with this Conditions of Service document.

3.4.5 Technical Requirements

The Customer shall ensure that the connection of its generation facility to the distribution system does not materially adversely affect the safety, reliability and efficiency of Alectra's distribution system. New or significantly modified generation facilities shall meet the technical requirements specified in the DSC Section 6.2.25 and Alectra's Technical Interconnection Requirements. For Alectra's Technical Interconnection Requirements, please contact Alectra's Station Design department at der@alectrautilities.com.

In cases where Hydro One Networks Inc. ("HONI") supplies power to Alectra's distribution system, an embedded Generator shall also comply with HONI requirements for Connection as the embedded Generator may materially impact HONI's system under fault and thermal conditions.

All embedded Generator interconnection arrangements shall be acceptable and approved by Alectra, and, where applicable, specific relay protections may also be required for approval by HONI.

Projects >10MW will require a system impact assessment ("SIA") conducted by the IESO.

Customers with an embedded generation facility connected to Alectra's distribution system (other than a Micro-embedded generation facility) shall reimburse Alectra for any damage to the distribution system or increased operating costs that may result from the connection of a generation facility.

A Customer with a generation facility connected to Alectra's distribution system shall include in the Connection Agreement a regular, scheduled maintenance plan that ensures that the Generator's connection devices, protection systems and control systems will be maintained in good working condition.

Alectra may determine that a generation facility is no longer in compliance with Alectra's technical requirements when any of the following conditions occur:

i. A decrease in reliability of the distribution system resulting from the performance of the Generator's equipment; or
ii. A negative impact on the quality of power of an existing or a new Customer resulting from the performance of the Generator's equipment; or
iii. An increase in Generator capacity at the facility.

In such cases, Alectra will notify the Customer regarding what remedies may be required to ensure compliance with Alectra's technical requirements are maintained.

When a Customer with an embedded generation facility is connected to Alectra's distribution system, the Customer shall provide an interface protection that is capable of automatically isolating the generation facility from Alectra's distribution system under the following situations:

i. Internal faults within the Generator;
ii. External faults in Alectra Utilities' distribution system;
iii. Certain abnormal system conditions, not limited to open phase and islanding, over/under voltage, over/under frequency.

The Customer shall disconnect the embedded generation facility from Alectra's distribution system when:

i. A remote trip or transfer trip scheme is included, if required, and is called upon to operate; and
ii. The Customer effects changes in the normal connection arrangements other than those agreed upon in the Operating Agreement between Alectra Utilities and the Customer.

Remote Monitoring requirements are as per Alectra Information Package on Alectra Website: www.alectrautilities.com/connecting-generation.

3.4.5.1 Metering for Embedded Generation

Similar to revenue metering, Alectra will provide, install, own and maintain a meter installation for all embedded generation Customers. All metering equipment will remain the property of Alectra. No person, except those authorized by Alectra, may remove, connect, or otherwise interfere with meters, wires or auxiliary equipment.

Metering for an Embedded Generation or Energy Storage Facility electrically connected to Alectra's distribution system or connected to a load Customer connected to Alectra's distribution system must comply with all applicable laws, regulations, codes and standards, such as:

i. Alectra Utilities' metering standards, instructions and specifications;
ii. Measurement Canada requirements;
iii. ESA requirements;
iv. IESO Market Rules; and
v. The DSC.

The Customer must contact Alectra for information on requirements prior to design of the Embedded Generation facility.

Embedded generation facilities that receive energy, such as for station use of back-up supply will be placed in the appropriate Rate class and billed for energy consumed.

The embedded Generator must have a meter or a metering installation in accordance with the DSC and Alectra's metering standards installed. Please contact Alectra for information regarding metering standards.

3.4.6 Net Metering for an Embedded Generation Facility

Alectra has established Net Metering guidelines for eligible Customers wishing to participate in the Net Metering program. Eligible Customers with specific generation facilities may reduce their net energy costs by exporting surplus generated energy back onto the utility distribution system for credit against the energy the Customer consumes from the distribution system.

Participation in the Net Metering Program may be available to Customers with a Generator that meets all of the following conditions:

i. The electricity is generated primarily for the Customer's own use;
ii. The electricity generated is conveyed to the Customer's own consumption point without reliance on the Alectra Utilities distribution system;
iii. The maximum cumulative output capacity of the Generator is as per Net-Metering regulation *O. Reg. 541/05*; and
iv. The electricity is solely generated from a renewable energy source (such as wind, drop in water elevation, solar radiation, agricultural bio-mass, or any combination thereof).

In order to participate in the Net Metering program, Customers will be required to meet all the parallel generation requirements for connecting Micro-generation facilities (10 kW or less) or other generation facilities (greater than 10 kW), as applicable to the Generator size, as found in Section 3.4 Embedded Generation of this COS document.

The Customer must have installed, at the Customer's cost, a bi-directional revenue meter that records energy flow in both directions.

Where the Customer has entered into a third-party equipment agreement related to the renewable energy generation facility that will be used for the purpose of being billed on a net metering basis, it is the Customer's responsibility to provide the Net Metering Confirmation of Disclosure form to Alectra as standard disclosure for eligible generators.

Further details regarding the Net Metering program can be found at www.alectrautilities.com/connecting-generation and Ontario Regulation 541/05 - *Net Metering*.

3.4.7 Gross Load Billing

Gross Load Billing applies to Demand Billed Load Customers with Load Displacement Generation or Energy Storage Facilities that meet the following criteria:

i. Operated in parallel with or in isolation from Alectra's Distribution System; and
ii. Average load peak of 50 kW or more; and
iii. Load Displacement Generation and/or Energy Storage Facilities with rated capacity of 50 kW or more.

Customers meeting the criteria outlined above may have a retail point-to-point meter installed at the generator terminal. Alectra will own and maintain the Gross Load Billing meter and associated equipment. The Customer is responsible for Alectra's cost of the metering equipment and installation.

Customers meeting the criteria outlined above may be billed at the gross demand level for the following charges:

i. Retail Transmission rate - Line Connection and Transformation Connection Service charges; and
ii. Distribution Volumetric charges.

Gross demand calculations involve adding back, to the applicable charges, the generation output (which is metered at the generator terminals) to the electricity drawn by the Customer; alternatively, name-plate capacity output will be added to the demand peak drawn by the Customer if the meter is not installed for capturing generator/storage output.

3.5 EMBEDDED MARKET PARTICIPANT

Under the Market Rules for the Ontario Electricity Market, Chapter 2, Section 1.2.1:

> *"No persons 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".*

All embedded market participants, including Wholesale Market Participants, within the service area of Alectra, once approved by the IESO, are required to inform Alectra of their approved status in writing, sixty (60) days prior to their participation in the Ontario electricity market.

3.6 EMBEDDED DISTRIBUTOR

Alectra will make reasonable efforts to respond promptly to an Embedded Distributor's written request for Connection to the Distribution System and will comply with the requirements of Connection identified in Section 6.3 of the Distribution System Code.

On occasion, a Distributor may wish to connect to Alectra's distribution system for the purposes of obtaining additional transmission connection capacity. In such cases, Alectra will follow the approval process for such connections required by Section 3.1.8 of the DSC.

3.6.1 Metering

The Embedded Distributor is a Customer of Alectra. Metering at the supply point to the Embedded Distributor will comply with Alectra's requirements for a Customer in the applicable rate class.

Alectra is not involved in metering the Customers of the Embedded Distributor.

3.7 UNMETERED CONNECTIONS

3.7.1 General

Unmetered connections are treated as GS<50 kW rate class accounts. The point of demarcation and ownership for unmetered connections is provided Appendix 5.1**.**

Unmetered connections are intended for use within the road right-of-way and are subject to approval by Alectra. This type of service is for companies licensed for equipment access with the road authority, such as telecommunication companies and government agencies. Alectra will work with the Customer and apply its discretion in determining if the service should be metered.

The Customer may require a joint-use attachment agreement before attaching equipment to Alectra's asset. This agreement may include requests for additional data and specific conditions.

Alectra's connection, isolation and re-energization fees apply. The Customer is responsible for the cost of work by Alectra beyond a simple connection to the distribution system.

3.7.1.1 Unmetered Customer Responsibilities

i. Comply with Alectra Utilities' standards, instructions, and specifications, and the OESC;

ii. Provide load and/or electrical use data for new connections in a form acceptable to Alectra Utilities;
iii. Establish an account for the connection. Alectra Utilities will not split the charges for a connection over multiple accounts;
iv. Notify Alectra Utilities in writing prior to making changes to existing equipment or adding new equipment;
v. Retain all information provided to and by Alectra Utilities. Alectra Utilities may choose not to retain record details for each unmetered connection and will not be held responsible for incomplete records;
vi. Provide an ESA Connection Authorization prior to connecting a service;
vii. Install, operate, and maintain its secondary conductor from the Alectra Utilities' supply point to the intended load;
viii. Provide energy consumption data on a schedule and in a form acceptable to Alectra Utilities;
ix. Prevent an external party from connecting to the unmetered connection;
x. Relocate their secondary conductors to another supply point at their cost, when instructed by Alectra Utilities;
xi. Complete, sign, and submit to Alectra Utilities an electrical equipment and load declaration by January 31st of each year.

3.7.1.2 Alectra Utilities Responsibilities

i. Alectra Utilities will provide a service layout for each connection that identifies a supply point and meets Alectra Utilities' standards and instructions;
ii. Strive to energize new unmetered connections within ten (10) working days after all Alectra Utilities connection conditions are met;
iii. If required, provide a notice period to the Customer to relocate their supply point:
    a. Planned Supply Point relocations - ninety (90) day written notice;
    b. Emergency Supply Point relocations – when possible;
iv. Assign an Unmetered Load energy account and service ID for each new Connection load;
v. Ensure unmetered connection billing information reflects electrical consumption as measured or calculated, in the agreed to manner;
vi. Consult with unmetered load Customers prior to implementation of material unmetered load rate changes.

3.7.2 Data Requirements

The Customer shall provide Alectra with data on unmetered load to allow accurate tracking of connected equipment and billing. The data will be provided in a format, and on a schedule, as specified by Alectra.

The Customer will request a connection service layout prior to making a new connection to Alectra's distribution system. The layout will list data requirements for the new connection.

Customers will submit updated data to Alectra when changes become known by the Customer or requested by Alectra.

The Customer or Alectra may initiate an audit of data at regular intervals or on notice. Customers are responsible for their costs associated with any audit.

3.7.2.1 Customer Data Quality Requirements

In the event that Alectra or the un-metered Customer identify or cause a billing error, Alectra will rectify the matter consistent with this section, Section 2.4 – Tariffs and Billing, and also the OEB Retail Settlement Code.

The Customer will provide the following data to Alectra, as well as any other information requested by Alectra as suitable for the type of equipment and method to calculate billing:

i. Location of supply point and load equipment: GPS coordinates in degrees: minutes: seconds (i.e., 45:26:45.25,-75:20:88.1) or decimal format (45.354153,-75.9845542);
ii. Specification of load equipment, such as nameplate load rating, load setting, power quality, and adaptive controls;
iii. Electrical profile, power quality, and usage accuracy studies when requested by Alectra Utilities. The Customer, at its cost, will supply studies that comply with Alectra Utilities' requirements and specifications;
iv. Method proposed to calculate the time the device is on, such as location specific schedule, adaptive controls, or other approved method;
v. Manufacturer's documentation on measurement devices proposed to calculate energy usage charges;
vi. Data from approved measurement devices on a schedule, and in a format specified by Alectra Utilities.

3.7.2.2 Records Retention

The Customer shall retain the information provided to and by Alectra for a minimum period of seven (7) years while the service is in a state other than "permanently removed" (see Section 3.7.4.1). Once the service is permanently removed, the retention period shall be a minimum of two years.

The retained information shall include, but not be limited to, data on load equipment, estimated electrical usage, Customer metering data, and any other relevant data, correspondence or agreements regarding the unmetered account.

The Customer is responsible for costs incurred by Alectra due to the Customer not retaining records (such as researching and reconstructing missing information), plus audit costs, and any data error costs.

3.7.3 Unmetered Load Types

Examples of services that Alectra may approve for unmetered connection, subject to requirements and specifications, are:

i. Street Lighting on public roads;
ii. Traffic Signals and crosswalks on public roads;
iii. Bus Shelters on public roads;
iv. Parks & Pathway Lighting on Publicly owned property;
v. Privately Owned Occasional Decorative Lighting on public roads;
vi. Signage;
vii. Other Small Services.

3.7.4 Service Costs

3.7.4.1 General Billing Conditions and States of Connection

There are three life-cycle states of an unmetered connection, “proposed,” “in-service,” and “permanently removed.”

Proposed – between request for connection and energization.

In-Service - energized or temporarily electrically isolated:

a. Energized: physically connected to Alectra Utilities’ distribution system.

b. Electrically Isolated: temporarily physically detached from Alectra Utilities’ distribution system. The Customer must request for isolation in writing. Alectra Utilities may isolate due to issues listed in Section 2.2 Disconnection.

Alectra will continue to bill energy and fixed charges for an electrically isolated connection for up to six (6) consecutive months. Following the sixth month, the unmetered connection must be either energized or deemed “permanently removed” from service.

Permanently Removed - no longer part of an active account or service.

The Customer may request permanent removal in writing. Alectra will physically detach the service from Alectra's distribution system. Billing charges (energy and fixed charges) cease to accrue in the following month to the consolidated unmetered connection bill.

A request to re-energize a "permanently removed" connection shall be treated as a request for a new connection.

3.7.4.2 Data Error Costs

Alectra encourages voluntary data error disclosure and data quality improvement.

Recurring data errors or quality problems may result in an unmetered load being "electrically isolated" or "permanently removed", with the option for the Customer to upgrade to a metered service.

To improve the quality of the unmetered data, Alectra encourages the Customer to cooperate in a joint audit. The Customer is responsible for their audit costs, and their corrected consumption usage going forward.

Where the Customer volunteers corrected or improved data before commencement of a joint audit, the Customer will be responsible for the corrected consumption usage going forward.

If the Customer provides Alectra poor data (not meeting audit standards), no data, or late data, the Customer shall pay Alectra's field verification costs, data correction costs, and the corrected consumption usage going forward.

4. GLOSSARY OF TERMS

Specific terms used in this document are listed below and defined according to the following sources:

- A *Electricity Act, 1998*, Schedule A, Section 2 Definitions;
- MR Market Rules for the Ontario Electricity Market, Chapter 11 Definitions;
- DL Electricity Distribution Licence ED-2016-0360, Part I Definitions;
- DSC Distribution System Code Definitions;
- RSC Retail Settlement Code Definitions.

Affiliate Relationships Code for Electricity Distributors and Transmitters 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; (DL, DSC, RSC)

Alternative bid means the part of the work that the Customer may perform in the building of any expansion to Alectra Utilities' distribution system as defined in the Distribution System Code and further specified by Alectra Utilities;

Ancillary services means services necessary to maintain the reliability of the IESO- controlled grid; including frequency control, voltage control, reactive power and operating reserve services; (A, MR, DSC, RSC)

Apartment building means a structure containing four or more dwelling units having access from an interior corridor system or common entrance;

Apparent power means the total power measured in kilovolt Amperes (kVA);

Application for service means the agreement or contract with Alectra Utilities under which electrical service is requested;

Bandwidth means a distributor's defined tolerance used to flag data for further scrutiny at the stage in the VEE (validating, estimating and editing) process where the current reading is compared to a reading from an equivalent historical billing period. For example, a thirty percent bandwidth means a current reading that is either thirty percent lower or thirty percent higher than the measurement from an equivalent historical billing period that will be identified by the VEE process as requiring further scrutiny and verification; (DSC)

Board or "OEB" means the Ontario Energy Board; (A, DSC)

Building means a building, portion of a building, structure or facility; (RSC)

Competitive retailer is a Person who retails electricity to consumers who do not take Standard Supply Service ("SSS"); (DSC, RSC)

Conditions of Service or "COS" means the document developed by a distributor in accordance with subsection 2.4 of the Code that describes the operating practices and connection rules for the distributor; (DSC)

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

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; (DSC)

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; (DSC)

Connection Authorization, when concerning supply of electrical energy to an electrical installation from a supply authority, means written permission by the inspection department to a supply authority, or any other person or corporation, to supply electric energy to a particular electrical installation; or when concerning supply of electric energy from one part of an electrical installation to another, or from a source of electric energy other than that of a supply authority, means permission from the inspection department to a contractor to connect a particular electrical installation or part thereof to a source of electric energy;

Connection horizon means the five (5)-year period following the date of initiation of energization of electric loads, connected on the Lands, as certified in writing from Alectra Utilities – (Economic Model);

Consumer means a person who uses, for the person's own consumption, electricity that the person did not generate; (A, MR, DSC, RSC)

Customer means a person that has contracted for or intends to contract for connection of a building or an embedded generation facility. This includes developers of residential or commercial subdivisions; (DSC, RSC)

Demand means the average value of power measured over a specified interval of time, usually expressed in kilowatts (kW). Typical demand intervals are fifteen (15), thirty (30) and sixty (60) minutes;

Developer means a person or persons owning property for which new or modified electrical services are to be installed;

Disconnection means a deactivation of connection assets that results in cessation of distribution services to a consumer; (DSC)

Distributed Energy Resources or "DER" means, for the purposes of the DERCP, an electricity source or load that is connected to a distribution system, typically through a connection on the customer-side of an ownership demarcation point. Sources generate electricity (e.g. a generation facility, including an energy storage facility when discharging), while loads do not generate electricity (e.g. an energy storage facility when charging);

Distributed Energy Resource Connection Procedures or "DERCP" means the document referred to in section 6.2 of the DSC; (DSC)

Distribute, with respect to electricity, means to convey electricity at voltages of 50 kilovolts or less; (A, MR, DSC)

Distribution losses means energy losses that result from the interaction of intrinsic characteristics of the distribution network, such as electrical resistance with network voltages and current flows; (DSC)

Distribution loss factor means a factor or factors by which metered loads must be multiplied, such that when summed equal the total measured load at the supply point(s) to the distribution system; (RSC)

Distribution Services means services related to the distribution of electricity and the services the Board has required distributors to carry out, for which a charge or rate has been approved by the Board under section 78 of the Ontario Energy Board Act; (DSC, RSC)

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; (A, MR, DSC)

Distribution System Code or "DSC" means the code, approved by the Board 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; (DL, DSC, RSC)

Distributor means a person who owns or operates a distribution system; (A, MR, DSC, RSC)

Duct Bank means two or more ducts that may be encased in concrete used for the purpose of containing and protecting underground electric cables;

Easement means a right awarded to a person to make limited use of another person's property;

Electricity Act means the Electricity Act, 1998, S.O. 1998, c.15, Schedule A; (MR, DL, DSC, RSC)

Electricity and Gas Inspection Act means the Electricity and Gas Inspection Act, R.S., 1985, c.E-4; (MR)

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

Electric Service means the Customer's conductors and equipment for energy from Alectra Utilities;

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; (DSC)

Electric Vehicle Charging Connection Procedures or "EVCCP" 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; (DSC)

Embedded distributor means a distributor who is not a wholesale market participant and that is provided electricity by a host distributor; (DSC, RSC)

Embedded generator or "embedded generation facility" means a generator whose generation facility is not directly connected to the IESO-controlled grid, but instead is connected to a distribution system; (DSC)

Embedded Market Participant means a Customer who is registered as a Wholesale Market Participant with the Independent Electricity System Operator ("IESO") and whose facility is not directly connected to IESO-controlled grid but is connected to Alectra Utilities' distribution system;

Emergency means any abnormal system condition that requires remedial action to prevent or limit loss of a distribution system or supply of electricity that could adversely affect the reliability of the electricity system; (MR, DSC)

Emergency backup generation facility means a standby power system that is installed on a customer site for the sole purpose of providing electrical power if the primary or system power has been interrupted or is unavailable; (DSC)

Energized means provided with electric voltage or potential;

Energy means the product of power multiplied by time, usually expressed in kilowatt- hours (kWh);

Energy Diversion means the electricity consumption unaccounted for but that can be quantified through various measures upon review of the meter mechanism, such as unbilled meter readings, tap off load(s) before the revenue meter or meter tampering;

Enhancement means a modification to an existing distribution system that is made for the purposes of improving system operating characteristics, such as reliability or power quality or for relieving system capacity constraints resulting, for example, from general load growth; (DSC)

Expansion means an addition to a distribution system in response to a request for additional Customer connections that otherwise could not be made; for example, by increasing the length of the distribution system; (DSC)

Extreme operating conditions means extreme operating conditions, as defined in the Canadian Standards Association ("CSA") Standard CAN3-C235-87 (latest edition);

General Service means any service supplied to premises other than those designated as Residential, Large User, or Municipal Street Lighting. This includes multi-unit residential establishments, such as apartments buildings supplied through one service (bulk-metered);

Generate, with respect to electricity, means to produce electricity or provide ancillary services other than ancillary services provided by a transmitter or distributor through the operation of a transmission or distribution system; (A, DSC, RSC)

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; (A, MR, DSC, RSC)

Generator means a person who owns or operates a generation facility; (A, MR, DSC, RSC)

Good Utility Practice means any of the practices, methods and acts engaged in or approved by a significant portion of the electric 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; (MR, DSC)

Host distributor means the registered wholesale market participant distributor who provides electricity to an embedded distributor; (DSC, RSC)

House service means that portion of the electrical service in a multiple occupancy facility which is common to all occupants (i.e., parking lot lighting, sign service, corridor and walkway lighting, etc.);

House Service Meter means a meter that measures and records energy use in the common areas of a multiple occupancy facility;

IEC means International Electrotechnical Commission;

IEEE means Institute of Electrical and Electronics Engineers;

IESO means the Independent Electricity Market Operator established under the Electricity Act; (A, DL, DSC)

IESO-controlled grid means the transmission systems with respect to which, pursuant to agreements, the IESO has authority to direct operation; (A, DSC)

In-service date means the date that the Customer and Alectra Utilities mutually agree upon to begin the supply of electricity by Alectra Utilities;

Interval Meter means a meter that measures and records electricity use on an hourly or sub-hourly basis; (DSC, RSC)

KYZ is a designation given to a relay used to create pulses for electrical metering applications. It is commonly a Form C relay (SPDT). The term KYZ refers to the contact designations: K for common, Y for Normally Open, and Z for Normally Closed.

Large User means a Customer with a monthly peak demand of 5000 kW or greater, regardless of whether the demand occurs in peak or off-peak periods, averaged over 12 months;

Lies Along means directly adjacent to or abutting the public road allowance where Alectra Utilities has distribution facilities of the appropriate voltage and capacity;

Line Side means the input side of a component of electrical equipment, as opposed to the load or output side;

Load displacement means, in relation to a generation facility that is connected on the Customer side of a connection point, that the output of the generation facility is used or intended to be used exclusively for the Customer's own consumption; (DSC)

Load transfer means a network supply point of one distributor that is supplied through the distribution network of another distributor, and where this supply point is not considered a wholesale supply or bulk sale point; (DSC)

Main Service refers to Alectra Utilities' incoming cables, bus duct, and disconnecting and protective equipment for a Building or from which all other metered sub-services are taken;

Market Rules means the rules made under section 32 of the Electricity Act; (MR, DL, DSC)

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); (DSC)

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 equipment; (DSC, RSC)

Meter socket means the mounting device for accommodating a socket type revenue meter;

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"; (DSC, RSC)

Municipal Street Lighting means all services supplied to street lighting equipment owned and operated for a municipal Corporation;

Net Metering means metering used in an electricity generation application. The meter records energy that is delivered from the utility in one register and records the energy the utility receives from the generator in another register. Both registers are netted to determine overall billable or credit amounts;

Non-competitive electricity costs means costs for services from the IESO that are not deemed by the Board to be competitive electricity services plus costs for distribution services, other than Standard Supply Service (SSS); (RSC)

Normal operating conditions means the operating conditions that comply with the standards set by the Canadian Standards Association ("CSA") Standard CAN3-C235- 87 (latest edition);

Ontario Energy Board Act means the Ontario Energy Board Act, 1998, S.O. 1998, c.15, Schedule B; (MR, DSC)

Operating Agreement means an agreement entered into between a Distributor and a Customer connected to the distribution system that delineates ownership, responsibilities and operating control of the equipment connected;

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; (DSC)

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

Person includes an individual, a corporation, sole proprietorship, partnership, unincorporated organization, unincorporated association, body corporate, and any other legal entity;

Plaza means any Building containing two or more commercial business tenants;

Point of Entry means the point at which Alectra Utilities' conductors cross over from the public road allowance or an easement, to the Customer's premises;

Point of Supply, with respect to an embedded generator, means the connection point where electricity produced by the generator is injected into a distribution system; (DSC)

Power Factor means the ratio between Real Power and Apparent Power (i.e., kW/kVA);

Primary Service means any service that is supplied with a nominal voltage greater than 750 volts;

Private property means the property beyond the existing public street allowances;

Rate means any rate, charge or other consideration, and includes a penalty for late payment; (DSC)

Reactive Power means the power component which does not produce work but is necessary to allow some equipment to operate, and is measured in kilovolt Amperes Reactive (kVAr);

Real power means the power component required to do real work, which is measured in kilowatts (kW);

Regulations means the regulations made under the Ontario Energy Board Act, or the Electricity Act; (DL, DSC)

Residential Service means a service which is less than 50 kW supplied to single-family dwelling units for domestic or household purposes;

Retail, with respect to electricity means:
A) to sell or offer to sell electricity to a consumer;
B) to act as agent or broker for a retailer with respect to the sale or offering for sale of electricity; or
C) to act or offer to act as an agent or broker for a consumer with respect to the sale or offering for sale of electricity. (A, MR, DSC)

Retail Settlement Code or "RSC" 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 consumers, and provides for tracking and facilitating consumer transfers among competitive retailers; (DL, DSC, RSC)

Retailer means a person who retails electricity; (A, MR, DSC, RSC)

Revenue Meter means any meter used for the purpose of establishing the basis of a charge for a supply of electricity is a revenue meter and includes any sub-metering device or any apportionment metering device used to determine the electricity charges to individual tenants in a multiple-client realty complex;

Secondary Service means any service which is supplied with a nominal voltage less than 750 Volts;

Service Agreement means the agreement that sets out the relationship between a licensed retailer and a distributor, in accordance with the provisions of Chapter 12 of the Retail Settlement Code; (RSC)

Service Area with respect to a distributor, means the area in which the distributor is authorized by its license to distribute electricity; (A, DL, DSC, RSC)

Service Entrance Capacity means the amperage rating of the main disconnect switch at the Customer's location;

Service Entrance Equipment means all Customer-owned equipment downstream from the ownership demarcation point;

Service Layout (Point of Connection Plan) means a contract with Alectra Utilities when a Customer requests a new or upgraded electrical service;

Smart Meter means a meter that is part of an advanced metering infrastructure that meets the functional specification referenced in the *Criteria and Requirements for Meters and Metering Equipment, Systems and Technology Regulation, O. Reg. 425/06*; (DSC, RSC)

Standard Supply Service Code or "SSS" means the code approved by the Board and in effect at the relevant time, which among other things, establishes the minimum conditions that a distributor must meet in carrying out its obligations to sell electricity under Section 29 of the Electricity Act; (DL)

Standard Supply Service Customer or "SSS Customer": a Customer who is sold electricity under Section 29 of the Electricity Act;

Sub-service means a separately metered service that is taken from the main Building service;

Supply Side has the same meaning as "line side";

Supply Voltage means the voltage measured at the Customer's main service entrance equipment (typically below 750 Volts). Operating conditions are defined in the Canadian Standards Association ("CSA") Standard CAN3-C235 (latest edition);

Temporary Service means an electrical service granted temporarily for such purposes as construction, real estate sales, trailers, etc.;

Transformer Room means an isolated enclosure built to applicable codes to house transformers and associated electrical equipment;

Transformer Vault means an isolated enclosure built to applicable codes to house transformers and associated electrical equipment;

Transmission System means a system for transmitting electricity, and includes any structures, equipment or other things used for that purpose; (A, MR, DSC, RSC)

Transmission System Code or "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; (DSC)

Transmitter means a person who owns or operates a transmission system; (A, MR, DSC, RSC)

Unaccounted for energy means all energy losses that cannot be attributed to distribution losses. These include measurement error, errors in estimates of distribution losses and unmetered loads, energy theft, and non-attributable billing errors; (DSC)

Unmetered loads means electricity consumption that is not metered, and is billed based on estimated usage; (DSC, RSC)

Validating, estimating and editing or "VEE" means the process used to validate, estimate and edit raw metering data to produce final metering data, or to replicate missing metering data for settlement purposes; (MR, DSC)

Variable Connection Charge means the calculation of the costs associated with the installation of connection assets above and beyond the standard allowance.

Wholesale market participant means a person that sells or purchases electricity or ancillary services through the IESO-administered markets; (DSC, RSC)

"**Wholesaler**" means a person that purchases electricity or ancillary services in the IESO administered markets or directly from a generator or, a person who sells electricity or ancillary services through the IESO-administered markets or directly to another person other than a consumer. (DL)

5. APPENDICES

5.1 Ownership Demarcation Points and Charges for Connections/Disconnections

Service Type	Electrical Ownership Demarcation Point	Civil Ownership Demarcation Point	Connection Fee	Service Disconnection Fee (Initiated by Customer Request)
Residential (Alectra Utilities' Owned Transformation)				
Overhead	Top of Customer's service mast	The Customer shall construct or install, maintain and own all civil infrastructure on private property.	Variable Connection Charge less the Residential Basic Connection Credit	Variable Disconnection Charge
Underground (Not requiring Transformation Facilities on private property)	Line side of Customer's meter base	Alectra Utilities shall construct or install, maintain and own the underground civil infrastructure on private property.	Variable Connection Charge less the Residential Basic Connection Credit	Variable Disconnection Charge
Underground primary service (requiring Transformation Facilities on Customer's property)	Connections at the secondary bushings of the pad mounted transformer	The Customer shall construct or install, maintain and own all civil infrastructure on private property.	Variable Connection Charge less the Residential Basic Connection Credit	Variable Disconnection Charge
Overhead Primary Service	Dead end strain insulators on Customer's pole within 5 meters of point of entry into property.	The Customer shall construct or install, maintain and own all civil infrastructure on private property inclusive of poles, anchors, and duct.	Variable Connection Charge less the Residential Basic Connection Credit	Variable Disconnection Charge

Service Type	Electrical Ownership Demarcation Point	Civil Ownership Demarcation Point	Connection Fee	Service Disconnection Fee (Initiated by Customer Request)
Residential Subdivision Lots – Max 200A at 120/240V (two or more lots)				
Underground service for a lot pre-serviced to the property line	Line side of Customer's meter base	Alectra Utilities shall maintain and own all civil infrastructure on private property.	Capital contribution per economic evaluation (paid by developer)	N/A
Townhouse Development	Line side of Customer's meter Base (Freehold) or ganged meter base (Condominium)	Alectra Utilities shall maintain and own all civil infrastructure on private property.	Capital contribution per economic evaluation (paid by developer)	N/A
General Service Less than 50 kW (Alectra Utilities' Owned Transformation)				
Overhead Single Building (Not requiring Transformation Facilities on private property)	Top of Customer's service mast	The Customer shall construct or install, maintain and own all civil infrastructure on private property.	Variable Connection Charge	Variable Disconnection Charge
Underground Single Building (Not requiring Transformation Facilities on private property)	Line side of Customer's meter base or Line side of Customer's first disconnecting means (See Alectra Utilities Standards)	The Customer shall construct or install and maintain all civil infrastructure on private property.	Variable Connection Charge	Variable Disconnection Charge
Overhead Primary Service	Dead end strain insulators on Customer's pole within 5 meters of point of entry into property.	The Customer shall construct or install, maintain and own all civil infrastructure on private property inclusive of	Variable Connection Charge	Variable Disconnection Charge

Service Type	Electrical Ownership Demarcation Point	Civil Ownership Demarcation Point	Connection Fee	Service Disconnection Fee (Initiated by Customer Request)
		poles, anchors, and duct.		
General Service Greater than 50 kW (Alectra Utilities' Owned Transformation)				
Overhead Single Building (Not requiring Transformation Facilities on private property)	Top of Customer's service mast	The Customer shall construct or install, maintain and own all civil infrastructure on private property.	Variable Connection Charge	Variable Disconnection Charge
Underground Single Building (Not requiring Transformation Facilities on private property)	Line side of Customer's meter base or Line side of Customer's first disconnecting means (See Alectra Utilities Standards)	The Customer shall construct or install and maintain all civil infrastructure on private property.	Variable Connection Charge	Variable Disconnection Charge
Overhead Primary Service	Dead end strain insulators on Customer's pole within 5 meters of point of entry into property.	The Customer shall construct or install, maintain and own all civil infrastructure on private property inclusive of poles, anchors, and duct.	Variable Connection Charge	Variable Disconnection Charge
Underground primary service (requiring transformation facilities on Customer's property)	Connections at the secondary bushings of the pad mounted transformer	The Customer shall construct or install, maintain and own all civil infrastructure on private property.	Variable Connection Charge	Variable Disconnection Charge

Service Type	Electrical Ownership Demarcation Point	Civil Ownership Demarcation Point	Connection Fee	Service Disconnection Fee (Initiated by Customer Request)
General Service Greater than 50 kW – Customer-Owned Transformer or Substation				
Overhead primary service	Dead end strain insulators on Customer's pole within 5 meters of point of entry into property.	The Customer shall construct or install, maintain and own all civil infrastructure on private property inclusive of poles, anchors, and duct.	Variable Connection Charge	Variable Disconnection Charge
Underground primary service (where Alectra Utilities' switching device and/or the Customer's Transformer/Substation is not located within the Customer's Building)	Line side of Customer's main disconnecting device	The Customer shall construct or install, maintain and own all civil infrastructure on private property.	Variable Connection Charge	Variable Disconnection Charge
Underground primary service (where Alectra Utilities' switching device and the Customer's Transformer/Substation is located within the Customer's Building)	Load side of Alectra Utilities' switching device located at grade or ground level in the Customer's building.	The Customer shall construct or install, maintain and own all civil infrastructure on private property.	Variable Connection Charge	Variable Disconnection Charge
Large Use – Customer-Owned Transformer or Substation				
Overhead primary service	Dead end strain insulators on Customer's pole within 5 meters of point of entry into property.	The Customer shall construct or install, maintain and own all civil infrastructure on private property inclusive of poles, anchors, and duct.	Variable Connection Charge	Variable Disconnection Charge
Underground primary service	Line side of Customer's main	The Customer shall construct or install,	Variable Connection Charge	Variable Disconnection Charge

Service Type	Electrical Ownership Demarcation Point	Civil Ownership Demarcation Point	Connection Fee	Service Disconnection Fee (Initiated by Customer Request)
(where Alectra Utilities' switching device is not located within the Customer's Building)	disconnecting device	maintain and own all civil infrastructure on private property.		
Underground primary service (where Alectra Utilities' switching device and the Customer's Transformer/Substation is located within the Customer's Building)	Load side of Alectra Utilities' switching device located at grade or ground level in the Customer's building.	The Customer shall construct or install, maintain and own all civil infrastructure on private property.	Variable Connection Charge	Variable Disconnection Charge
Tenant and Condominium Apartment Building and Office Building				
Underground primary service (requiring transformation facilities on Customer's property)	Connections at the secondary bushings of the pad mounted transformer	The Customer shall construct or install and maintain all civil infrastructure on private property.	Variable Connection Charge	Variable Disconnection Charge
Underground primary service (where Alectra Utilities' switching device and/or the Customer's Transformer/Substation is not located within the Customer's Building)	Line side of Customer's main disconnecting device	The Customer shall construct or install, maintain and own all civil infrastructure on private property.	Variable Connection Charge	Variable Disconnection Charge
Underground primary service (where Alectra Utilities' switching device and the Customer's Transformer/Substation is located within the Customer's Building)	Load side of Alectra Utilities' switching device located at grade or ground level in the Customer's building.	The Customer shall construct or install, maintain and own all civil infrastructure on private property.	Variable Connection Charge	Variable Disconnection Charge

Service Type	Electrical Ownership Demarcation Point	Civil Ownership Demarcation Point	Connection Fee	Service Disconnection Fee (Initiated by Customer Request)
Temporary Services (Alectra Utilities' Owned Transformation)				
Overhead, without transformation	Top of Customer's service mast	N/A	Variable Connection and Disconnection Charge	See Connection Fee
Underground, without transformation	Line side of Customer's meter base or Line side of Customer's first disconnecting means (See Alectra Utilities Standards)	N/A	Variable Connection and Disconnection Charge	See Connection Fee
Overhead, with transformation located in the ROW	Top of Customer's service mast	N/A	Variable Connection and Disconnection Charge with Transformer Rental Fee	See Connection Fee
Overhead, with transformation located within property line	Dead end strain insulators on Customer's pole within 5 meters of point of entry into property.	N/A	Variable Connection and Disconnection Charge with Transformer Rental Fee	See Connection Fee
Underground, with transformation located within property line	Connections at the secondary bushings of the pad mounted transformer	N/A	Variable Connection and Disconnection Charge with Transformer Rental Fee	See Connection Fee
Underground, with transformation located in the ROW	Line side of Customer's meter base or Line side of Customer's first disconnecting means (See Alectra Utilities Standards)	N/A	Variable Connection and Disconnection Charge with Transformer Rental Fee	See Connection Fee

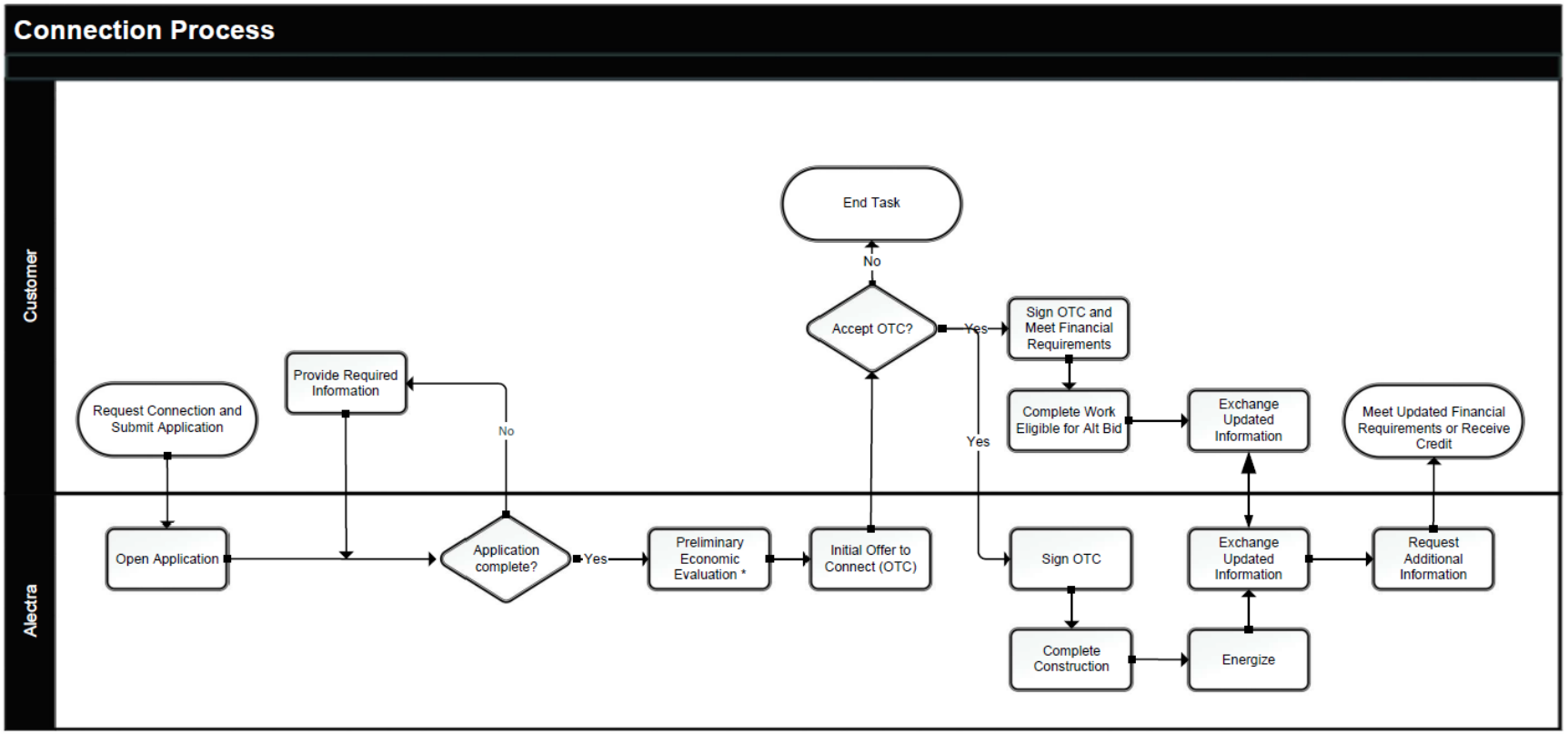
Service Type	Electrical Ownership Demarcation Point	Civil Ownership Demarcation Point	Connection Fee	Service Disconnection Fee (Initiated by Customer Request)
Unmetered Connections				
Street Lighting	Underground: Secondary spade of Alectra owned transformer Overhead: Fuse connection for an Alectra owned secondary bus. Service mast for a municipally owned bus both overhead and underground.	N/A	Variable Connection Charge	Variable Disconnection Charge
Traffic Signal, Park Lights, Bell and Cable Pedestals, Pay Phone Booths, and Bus Shelters	Underground: Secondary spade of Alectra owned transformer Overhead: Service Mast attached to pole on Road Allowance.	N/A	Variable Connection Charge	Variable Disconnection Charge

5.2 Transformation and Voltage Availability

MAXIMUM TRANSFORMER SUPPLY CHART							
Primary Voltage (kV)	**Secondary Utilization Voltage**	**Pole Transformers**		**Pad-mount Transformer**		**Vault Transformer**	
		Maximum Service Size (A)	Maximum Tx. Size (kVA)	Maximum Service Size (A)	Maximum Transformer Size (kVA)	Maximum Service Size (A)	Maximum Transformer Size (kVA)
All	120/240V, 1ph, 3w	200	100	200	167	N/A	N/A
4.16 / 2.4	120/208V, 3ph, 4w	N/A	N/A	1600	500	800	300
8.32 / 4.8	120/208V, 3ph, 4w	N/A	N/A	N/A	N/A	800	300
13.8 / 8.0	120/208V, 3 ph, 4w	N/A	N/A	1600	500	2500	1000
27.6 / 16	120/208V, 3ph, 4w	N/A	N/A	1600	500	2500	1000
4.16 / 2.4	347/600V, 3ph, 4w	400	300	800	750	600	500
8.32 / 4.8	347/600V, 3ph, 4w	400	300	N/A	N/A	N/A	N/A
13.8 / 8.0	347/600V, 3ph, 4w	400	300	2500	2500	3000	3000
27.6 / 16	347/600V, 3ph, 4w	400	300	3000	3000	3000	3000

Notes: Single Phase services sizes larger than indicated are subject to Alectra Utilities' approval. Three Phase Pole-Mounted Services are subject to Alectra Utilities' approval.

5.3 Overview of Connections and Expansions Process Flowchart



** If Required*

5.4 Capital Cost Recovery Agreement

CAPITAL COST RECOVERY AGREEMENT
CUSTOMER CONNECTIONS – ALECTRA CONSTRUCTS

This Capital Cost Recovery Agreement is made and entered into as of this ____ day of _____, 20__("**Effective Date**"), by and between **ALECTRA UTILITIES CORPORATION** ("**Distributor**"), and _____, ("**Customer**"). This Capital Cost Recovery Agreement, together with any Schedules and any written supplements hereto shall be referred to as the "**Agreement**".

WHEREAS the Customer has requested that the Distributor enhance or expand its Distribution System so as to permit the Customer to connect to the Distributor's Distribution System;

AND WHEREAS the Customer and Distributor have agreed that the Project will be constructed on the terms and conditions set forth in the Agreement;

AND WHEREAS the Customer and Distributor have entered into an Offer to Connect ("**OTC**") with respect to the Project;

AND WHEREAS the Project schedule is subject to the Customer executing and returning this Agreement to the Distributor no later than 6 months from the date this Agreement was first provided to the Customer;

NOW THEREFORE in consideration of the mutual covenants, agreements, terms and conditions herein and other good and valuable consideration, the receipt and sufficiency of which is hereby irrevocably acknowledged, the Parties agree as follows:

Part A: Project

1. In accordance with the terms of this Agreement, the Distributor agrees to construct the Project as described in Schedule A and the Customer agrees to provide any Capital Contribution, Expansion Deposit, security or other payment as specified in Schedule B.

2. The Distributor agrees to commence the Project and undertake the Work upon receipt of this duly executed Agreement, all information required by the Distributor, and upon the Customer paying or delivering, as appropriate, any Capital Contribution, Expansion Deposit, security or other payment as specified in Schedule B.

3. The Distributor agrees to use reasonable efforts to meet the Requested In-Service Date. Notwithstanding the foregoing, the Customer acknowledges and agrees that the Distributor shall not be under any legal obligation to meet the Requested In-Service Date and that failure to reach such Requested In-Service Date shall not be considered an Event of Default by the Distributor under this Agreement or give rise to any claim for cost or damages of any kind under this Agreement or in law.

Part B: Term and Termination

4. Subject to the termination rights and survival of provisions specified herein, the term of this Agreement shall commence on the Effective Date and shall remain in full force and effect until the earlier of: a) Forecast Load materializing, and b) the end of 5 years from the date of energization of the Project ("**Energization Date**").

5. The occurrence of any of the following shall constitute an event of default ("**Event of Default**") under this Agreement:

   (a) failure of a Party to comply with any covenant or obligation as set forth in this Agreement other than a covenant or obligation referred to Sections 5(b) and 5(c) below, or breach of any representation or warranty, if such failure or breach is not remedied within 30 days after delivery of written notice of such failure by the non-defaulting Party; or

   (b) failure of the Customer to pay any amount due under the Agreement, if such failure is not remedied within 5 Business Days after delivery of written notice of such failure by the Distributor; or

   (c) failure of the Customer to provide, maintain, extend, replace or increase any security required by the Distributor under this Agreement, if such failure is not remedied within 5 Business Days after delivery of written notice of such failure by the Distributor; or

   (d) by decree of any governmental authority, a Party is adjudicated bankrupt or insolvent; or a Party files, or consents to the filing of, or has filed against it, a petition for bankruptcy or seeks or consents to an order of protection under any law relating to arrangements with creditors, insolvency or bankruptcy or if a receiver or receiver manager is appointed in respect of a Party or its assets.

6. Upon the occurrence of any of the Events of Default specified in Section 5, where the Distributor is the non-defaulting Party, the Distributor shall have the right, in its discretion, to do any one or more of the following:

(a) suspend any or all of the (i) services or obligations of the Distributor, including any obligation to perform any Work, or (ii) rights of the Customer under this Agreement provided that such suspension shall not relieve the Customer of its obligations to make any payment required hereunder;

(b) exercise any of the rights and remedies of a secured party under this Agreement and under any Applicable Law then in effect;

(c) exercise its right of set-off against any and all property of the Customer in the possession of the Distributor or its agent at the time the Event of Default occurs;

(d) draw on any irrevocable letter of credit issued for its benefit hereunder or otherwise realize upon any Expansion Deposit then held by it;

(e) liquidate any other security then held by or for the benefit of the Distributor free from any claim of set-off or otherwise or right of any nature of the Customer, including any equity or right of purchase or redemption by the Customer;

(f) terminate this Agreement by giving notice of termination to the Customer whereupon this Agreement shall terminate as at the effective date of termination specified in the notice;

(g) exercise any other rights or remedies the Distributor has under Applicable laws, including bringing any action under Applicable Laws or in equity as may be necessary or advisable in order to recover any damages or costs incurred by the Distributor.

All rights and remedies of the Distributor provided herein are not intended to be exclusive but rather are cumulative and are in addition to any other right or remedy otherwise available to the Distributor under Applicable Laws or in equity.

7. Upon the occurrence of an Event of Default under Section 5(a) or 5(d), where the Customer is the non-defaulting Party, the Customer shall have the right to terminate this Agreement by giving notice

of termination to the Distributor whereupon this Agreement shall terminate as at the effective date of termination specified in the notice.

8. Upon expiration or termination of this Agreement for any reason the relevant portions of this Agreement shall continue in effect after expiration or termination to the extent necessary to provide for any billings, adjustments and payments related to the period prior to expiration or termination; and except as provided in the Schedule C, the non-defaulting Party shall have no liability whatsoever to the defaulting Party arising from such expiration or termination. For greater certainty, the obligation to pay any amount which was due and payable prior to expiration or termination shall survive the expiration or termination of this Agreement.

Part C: Cancellation of the Project

9. The Customer shall have the right to terminate this Agreement on 30 days prior written notice to the Distributor where the Customer elects not to proceed with the Project. Where the Customer elects to terminate the Agreement in accordance with this provision, the Customer agrees that it shall be responsible for and shall pay all Actual Costs incurred by the Distributor up until written notice is received by the Distributor.

10. Where the Customer provides notice in accordance with Section 9, the Customer acknowledges that the Distributor shall be entitled to exercise any of the rights provided to it under Section 6 or elsewhere in this Agreement so as to permit the Distributor to recover any of the Actual Costs incurred by the Distributor under this Agreement.

Part D: The Work

11. The Customer shall be responsible for the Customer's Work.

12. Prior to commencing construction on the Customer's Work pertaining to the Project, the Customer shall provide technical specifications for the Project for the Distributor's review and approval. The Customer shall not commence construction of the Customer's Work until the Distributor provides written approval. Until the Distributor has accepted the technical specifications, the Distributor shall not be obligated to energize the Project.

13. Upon completion of the Distributor's Work, the Distributor shall own, operate and maintain all equipment referred to in Schedule A. Furthermore, the Customer agrees that:

(a) ownership and title to the equipment referred to in this Section 13 shall throughout the term of this Agreement and thereafter remain vested in the Distributor and the Customer shall have no right of property therein; and

(b) any portion of the equipment referred to in this Section 13 that is located on the Customer's Property shall be and remain the property of the Distributor and shall not be or become fixtures and/or part of the Customer's Property.

The provisions of this Section 13 shall survive the termination of this Agreement.

14. Other than equipment referred to in the preceding Section 13 that will be constructed, operated and maintained by the Distributor, all other equipment that will be located on the Customer's Property without benefit of easement to the Distributor shall be constructed, operated and maintained by the Customer.

Part E: Capital Contribution

15. The Work Estimate and the amount of any initial Capital Contribution (if required) from the Customer for the Project is set out in Schedule B (applicable Taxes are included in the amount shown as the Capital Contribution). The Customer acknowledges and agrees that the initial Capital Contribution is based on an initial Economic Evaluation using estimated Project costs and that the final Capital Contribution and true up will be based on Actual Costs.

16. Where the Customer has accepted the Distributor's offer to construct the Distribution Facilities, and if the Customer requests it, the Distributor shall provide to the Customer, in exchange for payment by the Customer of the Distributor's cost of producing such a list, an itemized list of the costs for the major items of the categories listed in Section 17(c) below.

17. If the Customer is required to pay a Capital Contribution, the Distributor will include the following additional information as part of Schedule B – Cost & Contribution:

(a) the estimated initial Capital Contribution amount (plus applicable Taxes) that the Customer will have to pay for the Project;

(b) the calculation used to determine the amount of the initial Capital Contribution to be paid by the Customer including all assumptions and inputs used to produce the initial Economic Evaluation;

(c) a description of and costs associated with the Project broken down into the following categories:

(i) labour (including design, engineering and construction)

(ii) materials

(iii) equipment; and

(iv) overhead (including administration); and

(d) if the offer is for a Residential Customer, the enclosed initial Economic Evaluation calculation inputs including the cost of the basic connection referred to in Section 3.1.4 of the Code, that has been included in the Distributor's OEB-approved revenue requirement and the initial Economic Evaluation.

18. Once the Actual Costs are known and the Project has been energized, a final Economic Evaluation will be conducted by the Distributor and an adjustment will be made to the calculation of the initial Capital Contribution. The Customer shall pay to the Distributor within the Distributor's invoicing terms, any shortfall where the final Capital Contribution was greater than the initial Capital Contribution, and the Distributor shall refund any surplus if the final Capital Contribution was less than the initial Capital Contribution.

19. Once the Distributor has calculated the final Capital Contribution amount, the Distributor shall provide to the Customer the calculation used to determine the amount of the final Capital Contribution required from the Customer, including all assumptions and inputs used to produce the final Economic Evaluation, at no charge to the Customer.

Part F: Expansion Deposit

20. The Customer shall deliver to the Distributor the Expansion Deposit set out in Schedule B. The Expansion Deposit may be used by the Distributor to cover the forecast risk associated with whether the forecasted revenues for the Project will materialize as projected, and the asset risk associated with ensuring that the Project is constructed, that it is completed to the proper design and technical standards and specifications, and that the facilities operate properly when energized.

21. Intentionally deleted

22. Once the Project facilities are energized and subject to Sections 20 and this Section 22, the Distributor shall annually, as of the day immediately preceding the anniversary date of the Energization Date, review and reassess the actual loads for commercial and industrial developments and number of connections for residential developments that materialized that year ("**Annual Materialized Load**"), and return to the Customer the percentage of the Expansion Deposit that is in same proportion that the Annual Materialized Load has to the Forecast Load. If, by the fifth anniversary of the Energization Date the Forecast Load has not materialized in its entirety, the Distributor shall retain the remaining portion of the Expansion Deposit and the Customer shall pay to the Distributor within 30 days of receipt of an invoice therefore all of the applicable Taxes on the retained portion of the Expansion Deposit.

23. The Distributor reserves the right to review the Customer's Actual Materialized Load at any time after the Customer Connection Horizon. If the Actual Materialized Load is lower than the Forecast Load, the Distributor shall have the right not to reserve the unused capacity for the Customer and may re-assign any unused capacity in excess of the Actual Materialized Load to meet other demand/and or systems' needs. In the event that the Distributor determines it is appropriate to re-assign the unused capacity, it shall provide written notice to the Customer.

Part G: Information and Changes in Scope

24. The Customer agrees to provide the Distributor with all information in the Customer's possession or reasonably obtainable by the Customer relating to the Project as may be necessary or helpful to the Distributor in performing its obligations hereunder, promptly upon request by the Distributor.

25. Should the Customer make any changes to the information provided to the Distributor and those changes result in an increase in the Actual Costs to the Distributor, the Distributor may recover any increase from the Customer in the form of an additional Capital Contribution and the Customer agrees to make such additional Capital Contribution as may be required by the Distributor within 30

days of receipt of an invoice therefore. Until such time as payment is received by the Distributor in accordance with this Section 24 the Distributor shall be permitted to suspend performance of any Work under the Agreement.

26. The Customer agrees that any request for changes to the Work specified in Schedule A must be made in writing to the Distributor. Upon receiving such request the Distributor shall advise the Customer of any cost and schedule impacts that such changes will have on the Project and if any additional Capital Contribution will be required from the Customer. Where the Customer elects to proceed with such changes it shall provide to the Distributor its written approval to proceed along with any such additional Capital Contribution. Until such time as written approval and such additional Capital Contribution is received by the Distributor in accordance with this Section 25, the Distributor shall be permitted to suspend performance of any Work under the Agreement.

Part H: Notices

27. Any notice required to be given pursuant to this Agreement shall be in writing and shall be sufficiently given if delivered by hand or by courier, mailed by prepaid registered mail, or transmitted by email and addressed to the Parties as follows:

To Distributor:

Alectra Utilities Corporation
55 John St. North
Hamilton, Ontario L8R 3M8
Attention: Manager, Distribution Design – ICI & Layouts
Phone No: [ ]
Email: [ ]

To Customer:
[Company Name and Address]
Attention: [ ]
Phone No: [ ]
Email: [ ]

Any notice delivered by hand or by courier shall be deemed to have been received on the date of delivery. Any notice sent by registered mail shall be deemed to have been received 3 Business Days after mailing. During a postal strike or other interruption of the mail, notices shall be given by delivery or telecommunication only. Any notice transmitted to the receiving party by email shall be deemed to have been received on the date of delivery. The Parties may at any time hereafter change the person designated and/or their address as specified in this Section 26, by giving notice in the manner provided for herein.

Part I: Confidentiality

28. Each Party shall comply with the Confidentiality Terms attached hereto as Schedule "D". These Confidentiality Terms including the definitions shall survive the termination of this Agreement.

Part J: Access

29. The Customer agrees that the Distributor shall have free and uninterrupted rights of access and egress to the Customer's property for the purposes of constructing the Project and undertaking the Work and for any other purposes specified in this Agreement.

30. Intentionally deleted

31. The Customer acknowledges and agrees that all costs related to the obtaining and registration of any and all easements and postponements in respect of the Project shall be the sole responsibility of the Customer, and that the Project will not be energized prior to the delivery and registration against title of all easements and postponements required by the Distributor.

Part K: Schedules

32. The Schedule(s) set out below are attached to and form part of this Agreement:

    (a) Schedule A – The Work

    (b) Schedule B – Cost & Contribution

    (c) Schedule C – Standard Terms and Conditions for Capital Cost Recovery Agreements

(d) Schedule D – Confidentiality Terms

[Signature Page Follows]

[WHERE CUSTOMER IS A CORPORATION]

In witness whereof, the Parties hereto, intending to be legally bound, have caused this Agreement to be executed by the signatures of their proper officers duly authorized in their behalf as of the day and year first above written.

[CORPORATION'S FULL LEGAL NAME]	**ALECTRA UTILITIES CORPORATION**
Per:_____	Per:_____
Name:	Name:
Title:	Title:
I have the authority to bind the Corporation	**I have the authority to bind the Corporation**

[WHERE CUSTOMER IS AN INDIVIDUAL]

In witness whereof the Customer has set his hand and seal, and the Distributor has caused this Agreement to be executed by the signature of its proper officer duly authorized in that behalf as of the day and year first above written.

[Customer Name]

_____

Customers signature

SIGNED, SEALED AND DELIVERED
in the presence of:

_____

Witness' signature

_____

Witness' name

ALECTRA UTILITIES CORPORATION

Per:_____
Name:
Title:

I have the authority to bind the Corporation

Schedule "A"

The Work - Customer Connections - Alectra Constructs

Scope

The Customer has requested that the Distributor build an expansion of the Distribution System for the purposes of connecting the Customer to the Distribution System. The Project is connected with the OTC for [Insert Connection WO# Address and Project Details] and consists of the following Work:

Insert Customer Capital WO# and Project Scope from Customer Capital

Date of Issue: **[**Insert Date CCRA sent to Customer]

Preliminary Requested In-Service Date:

Requested In-Service Date: [Insert In-Service Date]

Special Considerations: (*e.g. ordering long lead material, concurrent processes*)
«Special_Considerations»

ALECTRA UTILITIES' WORK

1. The work to be performed by the Distributor shall include the engineering, procurement of equipment, installation of equipment, inspection, commissioning and all other such work required to construct the Expansion Project, excluding the Customer's Work and Alectra Utilities' Connection Work as detailed in the OTC.

2. The Distributor shall, at the Customer's expense, provide:

   a) temporary construction services to the Customer provided that the Customer has entered into a separate agreement with the Distributor covering the Distributor's Estimated Costs; and

   b) the design for the system showing the location of primary cables, service cables, transformers, duct system, foundations, road crossings and connection points with the Distributor's Existing Distribution System; and

   c) the design for any line extension or other expansion where the Distributor indicates in writing that such design is required.

Fully Recoverable Work

[Describe Fully Recoverable Work]

CUSTOMER'S WORK

The work to be performed by the Customer shall include:

CUSTOMER DOCUMENTATION REQUIREMENTS AND TIMING

The Customer shall provide by no later than six (6) calendar months before the Requested In-Service Date and in such form and substance as may be reasonably satisfactory to the Distributor the following:

a) single line diagram indicating all electrical components and ratings;
b) written load estimate of the average monthly peak demand (kW) for the first five (5) years of service for each metered service;
c) site servicing plan showing proposed grades and elevations and locations of sewers, water mains, roadways and driveway locations; and
d) if requested by the Distributor, a coordination protection study

The Customer shall provide the Distributor with any security or other payment required under the OTC or this CCRA as set forth in Schedule B to the Distributor at the time specified in Schedule B.

Easement

To be delivered in accordance with the terms of the OTC.

Customer Notice Information:

Address: _____

_____

_____

_____

Attention: _____

Facsimile: _____ Phone No: _____

Customer Signature: _____

Schedule “B”

Cost and Revenue

(Insert page here)

NOTE: Include in this schedule the forecast total customer connections or total customer forecast demand

Schedule "C"

Standard Terms and Conditions for Capital Cost Recovery Agreements

Definitions

In this Agreement, the following words shall have the following meanings:

"Acceptable" means acceptable to the Distributor, in its sole discretion.

"Actual Cost" means the Distributor's charge for equipment, labour and materials at the Distributor's standard rates and overheads, interest thereon plus any costs payable by the Distributor to any other third Party for the purposes of constructing the Project, undertaking the Work and connecting the Project to the Distributor's Distribution System. For greater certainty the Actual Costs shall include but are not limited to all preliminary design costs, storage costs, warehouse costs, facility removal expenses, any costs of environmental remediation and any equipment or materials which have been ordered for the Distribution Facilities whether installed or not.

"Actual Materialized Load" means the actual peak demand for the entire Project.

"Agreement" means the Capital Cost Recovery Agreement and all schedules attached thereto.

"Annual Materialized Load" shall have the meaning ascribed thereto in Section 22.

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

"**Business Day**" means any day, excluding Saturday, Sunday, and any other day that is either a legal holiday or a day on which banking institutions are authorized or required by law or other governmental action to be closed, or a day designated by the Distributor.

"Capital Contribution" means a charge to a Customer by the Distributor to construct an enhancement or expansion.

"Code" means the Distribution System Code revised on June 27, 2007 and as amended and approved by the OEB from time to time.

"**Confidential Information**" means all information whether transmitted orally, electronically or in written form, relating to the Project which a Party or its Representatives may receive or have received in the course of the Work and which contain or otherwise disclose information which relate to the business, management or affairs of the other Party or such other matters as the other Party may reasonably designate as confidential or proprietary, including, but not limited to, the Distributor's distribution system or transmission system design and system specifications and all requests for information made by a Party to the other Party under this Agreement.

"Contestable Work" means work that under the Code either the Distributor or the Customer is permitted to perform as specified therein.

"Customer Connection Horizon" means the 5-year period as defined in Appendix B of the Code.

"**Customer's Property**" means any lands owned by the Customer in fee simple or where the Customer has leasehold and/or easement rights.

"**Customer's Work**" means the work to be performed by the Customer, at its sole expense, which is described in Schedule A.

"Distribution Facilities" means the Distributor's plant or distribution assets.

"Distribution System" means the Distributor's system for distributing electricity, and includes any structures, equipment or other things used for that purpose.

"**Distributors' Work**" means the work to be performed by the Distributor, which is described in Schedule A.

"Economic Evaluation" means the discounted cash flow analysis as specified in Appendix B of the Code.

"Energization Date" shall have the meaning ascribed thereto in Section 4.

"**Forecast Load**" means the forecast total customer connections or total customer forecast demand as set forth in Schedule B.

"Forecasted Revenues" means the distribution revenues that the Distributor expects to receive from the Customer connections or demand as forecasted by the Customer.

"**Good Utility Practice"** means any of the practices, methods and acts engaged in or approved by a significant portion of the electrical utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgement 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 business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to optimum practice, method or act to the exclusion of all others, but rather to include all practices, methods or acts generally accepted in the industry.

"GST" means the goods and services tax exigible pursuant to the *Excise Tax Act* (Canada), as amended from time to time.

"HST" means the harmonized sales tax exigible pursuant to the *Excise Tax Act* (Canada) or other federal Canadian tax legislation and applicable Ontario tax legislation, as amended from time to time.

"In-Service Date" means the date that the Distributor approves the final energization of the Project.

"Material" relates to the essence of the contract, more than a mere annoyance to a right, but an actual obstacle preventing the performance or exercise of a right.

"OEB" means the Ontario Energy Board and any successor thereto.

"**Party**" means each of the Distributor and the Customer, and the Distributor and Customer are collectively referred to as the "Parties".

"**Person**" shall include individuals, trusts, partnerships, firms and corporation or any other legal entity.

"Project" means the expansion or enhancement of the Distributor's distribution system as described in Schedule A for the purpose of connecting the Customer to the Distributor's Distribution System.

"**PST**" means the Ontario sales tax exigible under the *Retail Sales Tax Act* (Ontario), as amended from time to time.

"**Residential**" means an account taking electricity at 750 volts or less where the electricity is used exclusively in a separate metered living accommodation. Customers shall be residing in single-dwelling units that consist of a detached house or one unit of a semi-detached, duplex, triplex or quadruplex house, with a residential zoning. Separately metered dwellings within a townhouse complex or apartment building also qualify as residential customers. All customers are single-phase.

"**Representative**" means

(a) a person controlling or controlled by or under common control of a Party and each of the respective directors, officers, employees and independent contractors of a Party and such Party's Representative;

(b) any consultants, agents or legal, financial or professional advisors of a Party or such Party's Representative; and

(c) in the case of the Customer, any institution providing or considering providing financing for the Project, including such institutions directors, officers, employees and independent contractors or its consultants, agents or legal, financial or professional advisors.

"**Requested In-Service Date**" means the date specified in Schedule A by which final energization of the Project is requested.

"Taxes" means any and all taxes imposed by a governmental authority including but not limited to GST, PST, HST, ad valorem, (including any provincial sales, excise or similar taxes), property, municipal, utility, sales, use, consumption, excise, transaction and other taxes, or increases therein.

"Variable Connection Fees" means additional costs required to connect an expansion to the Distribution System, and shall be considered project specific.

"Work" means all of the work to be conducted in accordance with The Work attached hereto as Schedule "A" and in accordance with the terms and conditions of this Agreement.

Representations and Warranties

1. Each Party represents and warrants to the other that:

a) it is duly constituted, validly existing and in good standing under the laws of its governing jurisdiction;

b) it has the necessary power, authority and capacity and good and sufficient right to enter into this Agreement on the terms and conditions herein set forth, and the execution and performance of this Agreement will not conflict with, or constitute a breach under, any agreement to which it is a Party or any judgment, order, statute or regulation which is applicable to it;

c) this Agreement constitutes a valid and binding obligation of it, enforceable against it in accordance with its terms and conditions;

d) any individual executing the Agreement or any document hereunder has been duly authorized by the Party to sign the Agreement and any document hereunder;

e) it is registered for the purposes of Part IX of the *Excise Tax Act* (Canada);

f) it is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada), as amended;

g) no proceedings have been instituted by or against it with respect to bankruptcy, insolvency or liquidation.

Customer Acknowledgements

2. The Customer acknowledges and agrees that:

a) it will enter into such connection agreements or such other agreements as may be required by the *Ontario Energy Board Act, 1998* or the codes made by the Ontario Energy Board thereunder, or as may be required by the *Electricity Act, 1998* with the Distributor at least 14 days prior to the In-Service Date;

b) it will ensure that all work performed by the Customer required for successful installation, testing and commissioning of the project and protective equipment (as required) is completed as required so as to permit the Distributor to witness and test to confirm the satisfactory performance of such systems;

c) the Project will not be energized until

(i) the Distributor accepts the technical specifications (including electrical and civil drawings) for the Project and has accepted the Customer's verification of those portions of the Customer's Work which affects the Distributor's distribution system;

(ii) the Customer provides a detailed list of all materials used during construction;

(iii) a Professional Engineer or the Electrical Safety Authority certifies that all materials used during construction are in compliance with Ontario Regulation 22/04 and complies with the Distributor's approved specifications and the Project construction meets the intent of Ontario Regulation 22/04;

d) all right, title and interest, including copyright ownership, to all information and material of any kind whatsoever (including, but not limited to the work product developed as part of the Work) that may be developed, conceived and/or produced by the Distributor during the performance of this Agreement is the property of the Distributor and the Customer shall not do any act that may compromise or diminish the Distributor's interest as aforesaid;

e) it will be responsible to rectify at its cost, any negative impacts that the connection of the Project and operation of the Project following connection may have on the Distributor's Distribution System in accordance with Good Utility Practice and to the satisfaction of the Distributor. The Customer further acknowledges that the negative impacts on the Distributor's Distribution System may include but are not limited to impacts on safety, reliability, efficiency, power factor and power quality, voltage disturbances, voltage flicker, or objectionable harmonics on the Distribution System or on other customers; and

f) it is solely responsible for installing such equipment and facilities at the Project for the purpose of protecting its property, facility and equipment.

General Covenants

3. The Parties acknowledge and agree that each Party shall:

a) shall perform their respective obligations outlined in this Agreement in a manner consistent with Good Utility Practice and the Code and in compliance with all Applicable Laws including the Electrical Safety Code; and

b) be responsible for obtaining and maintaining any and all permits, certificates, reviews and approvals required under Applicable Law with respect to the Work that Party is undertaking in respect of the Project.

4. Except as provided herein, the Distributor makes no representation or warranty, express, implied, statutory or otherwise, including, but not limited to, any representation or warranty as to the merchantability or fitness of the Work or any part thereof for a particular purpose.

Equipment

5. The title to and ownership of all equipment placed on the Customer's property or on any easement by the Distributor or transferred by the Customer to the Distributor shall remain the property of the Distributor with full rights of removal. This provision shall survive the termination of this Agreement.

Liability

6. The Parties acknowledge and agree that:

a) The Distributor shall only be liable to the Customer for damages that arise directly out of the negligence or the willful misconduct of the Distributor.

b) Notwithstanding Section 6(a), neither Party shall be liable to the other Party under any circumstances whatsoever for any loss of profits or revenues, business interruption losses, loss of contract or loss of goodwill, or for any indirect, consequential, incidental or special damages, including but not limited to punitive or exemplary damages, whether any of the said liability, loss or damages arise in contract, tort or otherwise.

c) The Customer does hereby fully indemnify and save harmless the Distributor, its successors and assigns, its employees, agents and representatives of, from and against all claims, damage, loss or injury to persons or property which may be suffered or which may hereafter be sustained or incurred by reason of, or in any way relating to, arising from, this Agreement, or based upon the performance of or purported performance of or non-performance of the Customer of any of its obligations or covenants in this Agreement, including without limitation those related to the Customer undertaking construction of the Contestable Work contemplated by this Agreement and all manner of actions, suits, causes of action, proceedings, charges, expenses, risks, liabilities, debts, obligations, duties, claims and demands in connection therewith, howsoever arising save and except for any claim made as a result of any negligence or willful misconduct on the part of the Distributor. This Section 6 shall survive the termination of this Agreement.

Force Majeure

7. Neither Party shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments herein, to the extent that performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of, and not a result of the fault or negligence of, the affected Party ("**Force Majeure**") and includes, but is not limited to, strikes, lockouts and any other labour disturbances.

   If a Party is prevented or delayed in the performance of any such obligation by Force Majeure, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by the Force Majeure shall endeavour to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable, except that there shall be no obligation on the Party so affected by the Force Majeure where the event of Force Majeure is a strike, lockout or other labour disturbance.

General

8. Each Party agrees that no portion of this Agreement shall be interpreted less favourably to either Party because that Party or its counsel was primarily responsible for the drafting of that portion.

9. No amendment, modification or supplement to this Agreement shall be valid or binding unless set out in writing and executed by the Parties with the same degree of formality as the execution of this Agreement.

10. This Agreement shall be construed and enforced in accordance with, and the rights of the Parties shall be governed by, the laws of the Province of Ontario and the laws of Canada applicable therein, and the courts of Ontario shall have exclusive jurisdiction to determine all disputes arising out of this Agreement.

11. Each Party shall at the other Party's request and expense execute and do all such further acts and things as may be necessary to carry out the full intent and meaning of this Agreement and the transactions contemplated thereby.

12. No waiver of any term of this Agreement is binding unless it is in writing and signed by the Party entitled to grant the waiver. No failure to exercise, and no delay in exercising, any right or remedy under this Agreement will be deemed to be a waiver of that right or remedy. No waiver of any breach of any term of this Agreement will be deemed to be a waiver of any subsequent breach of that term.

13. Unless otherwise specified herein, and in addition to any other remedy provided in this Agreement, all overdue amounts that are outstanding for longer than 30 days shall bear interest at 18% per annum.

14. If any provision of this Agreement is declared invalid or unenforceable by any competent authority such provision shall be deemed severed and shall not affect the validity or enforceability of the remaining provisions of this Agreement, unless such invalidity or unenforceability renders the operation of this Agreement impossible.

15. This Agreement represents the entire agreement between the Parties hereto respecting the subject matter hereto and supersedes all prior agreements, understandings, discussions, negotiations,

representations and correspondence made by or between them respecting the subject matter hereto.

16. The Customer may not assign this Agreement without the prior written consent of the Distributor which consent may not be unreasonably withheld by the Distributor.

17. This Agreement may be executed in counterparts, including facsimile counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same agreement.

Schedule "D"

Confidentiality Terms

1. Disclosure of Confidential Information

Pursuant to the terms and conditions contained herein, a Party may disclose Confidential Information to the other Party solely for the purpose of the Project or the Work. Notwithstanding such disclosure the Confidential Information shall remain the sole and exclusive property of the disclosing Party and as such shall be maintained in confidence by the receiving Party using the same care and discretion to avoid disclosure as the receiving Party uses with its own similar information that it does not wish to disclose. The receiving Party may disclose Confidential Information to its Representatives pursuant to Section 3 below but may not use or disclose it to others without the disclosing Party's prior written consent. Notwithstanding the generality of the foregoing, all intellectual property rights which may subsist in the Confidential Information shall remain with the disclosing Party. The receiving Party shall not use the confidential information for any purposes other than the Project or the Work without the disclosing Party's prior written consent.

2. Information that is not Confidential

Confidential Information shall not include information which:

a) is previously known to or lawfully in the possession of the receiving Party prior to the date of disclosure as evidenced by the receiving Party's written record.

b) is independently known to or discovered by the receiving Party, without any reference to the Confidential Information.

c) is obtained by the receiving Party from an arm's length third Party having a bona fide right to disclose same and who was not otherwise under an obligation of confidence or fiduciary duty to the disclosing Party or its Representatives.

d) is or becomes publicly available through no fault or omission of, or breach of this Schedule "D" by, the receiving Party or its Representatives.

e) is disclosed by the disclosing Party to another entity without obligation of confidentiality.

f) is required to be disclosed on a non-confidential basis pursuant to a judicial or governmental order or other legal process as described in Section 5 or as set forth in Section 4.

3. Disclosure to Representatives

Confidential Information shall only be disclosed to Representatives who need to know the Confidential Information for the purposes of the Project or the Work. Except in the case of officers, directors or employees, Confidential Information may only be disclosed to Representatives where the receiving Party has an agreement in place with those Representatives sufficient to obligate them to treat the Confidential Information in accordance with the terms hereof. The receiving Party hereby specifically acknowledges that it shall be solely responsible to ensure that its Representatives comply with the terms of this Schedule "D" and that the receiving Party shall defend, indemnify and hold harmless the disclosing Party from and against all suits, actions, damages, claims and costs arising out of any breach of this Schedule "D" by the receiving Party or any of its Representatives.

4. **Compelled Disclosure**

In the event that a receiving Party, or anyone to whom a receiving Party transmits Confidential Information pursuant to this Schedule "D" or otherwise, becomes legally compelled to disclose any Confidential Information, the receiving Party will provide the disclosing Party with prompt notice so that the disclosing Party may seek injunctive relief or other appropriate remedies. In the event that both Parties are unable to prevent the further transmission of the Confidential Information, the receiving Party will, or will use reasonable efforts to cause such person to whom the receiving Party transmitted the Confidential Information to furnish only that portion of the Confidential Information, which the receiving Party is advised by written opinion of counsel is legally required to be furnished by the receiving Party, to such person and exercise reasonable efforts to obtain assurances that confidential treatment will be afforded to that portion of the Confidential Information so furnished.

5. **Records with respect to Confidential Information**

The receiving Party shall keep all written or electronic confidential information furnished to or created by it. All such Confidential Information, including that portion of the Confidential Information which consists of analyses, compilations, studies or other documents prepared by the receiving Party or by its Representatives, is the disclosing Party's property and will be returned immediately to the disclosing Party or destroyed upon its request and the receiving Party agrees not to retain any copies, extracts or other reproductions in whole or in part. If a receiving Party does not receive a request to return Confidential Information to the disclosing Party within 6 months of the last communication between the Parties concerning the Project or the Work then the receiving Party shall destroy any Confidential Information it holds.

Notwithstanding the foregoing and provided that the Project is connected to the Distribution System, the Distributor shall have the right to retain such electrical information concerning the Project that it has received from the Customer or its Representatives for the purpose of the Distributor making the required calculations and decisions related to the design, operation, and maintenance of the Distributor's facilities and those for any other person that may connect or is considering connecting to the Distribution System that could be impacted by the Project.

6. Remedies

The receiving Party agrees that the disclosing Party would be irreparably injured by a breach of this Schedule "D" and that the disclosing Party shall be entitled to equitable relief, including a restraining order, injunctive relief, specific performance and/or other relief as may be granted by a court to prevent breaches of this Schedule "D" and to enforce specifically the terms and provision hereof in any action instituted in any court having subject matter jurisdiction, in addition to any other remedy to which the disclosing Party may be entitled at law or in equity in the event of any breach of the provisions hereof. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Schedule "D" but shall be in addition to all other remedies available at law or equity.

5.5 Alectra Specific Electric Vehicle Charging Connection Requirements

This appendix sets out any additional requirements related to the connection of Electric Vehicle Supply Equipment ("EVSE") that are not specified in the Distribution System Code or the Electric Vehicle Charging Connection Procedures.

1. Connection Request

A connection request may be submitted through Alectra's online form available on its website at www.alectrautilities.com.

2. Basic Connection for Non-Residential Customers

Alectra does not have a basic connection defined for non-residential EVSE.

3. Offer to Connect: Estimate or Firm Offer

For the purposes of a connection (as opposed to an expansion) related to EVSE, an initial offer to connect ("OTC") will be based on a firm offer, and not subject to true up. For the purposes of an expansion related to EVSE, an initial OTC will be based on an estimate offer and subject to a true up.

4. Capital Contribution

The circumstances and amount in which Alectra collects a capital contribution are described in Section 2.1.2 – Expansions/Offer to Connect.

5. Work Under the Alternative Bid Option

The work in which an alternative bid option is permitted is described in Section 2.1.2.3 – Alternative Bid.

6. Expansion Deposit

Alectra's practices in determining an expansion deposit amount are described in Section 2.1.2.6 – Expansion Deposit.

7. Connection Agreement or Other Agreement

For all intents and purposes, an Offer to Connect will serve as the Connection Agreement. In addition to the Connection Agreement, the customer will be required to enter into a Capital Cost Recovery Agreement ("CCRA") if an expansion is required. If the connection is a primary connected

service, an Operating Agreement will also be included. Primary connected services exist when the voltage at the demarcation point is greater than 750V.

8. Applicable Service Conditions for Connecting New Service

The criteria by which Alectra defines that all applicable service conditions for connecting new service is described in Section 2.1.2.7 – Timing of Service Energization Obligation.