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RESPONSES TO POLLUTION PROBE INTERROGATORIES

INTERROGATORY 10-PP-25

- a) Please provide details on all Elexicon programs, outreach and other related initiatives undertaken to identify non-wire solutions and solicit stakeholder input and feedback to identify and consider opportunities for non-wire solutions in lieu of traditional wire solutions.
- b) Please provide a copy of all educational and/or marketing materials (including bill inserts) used by Elexicon to educate stakeholders on non-wire solution opportunities and to solicit input or action related to now-wire solutions.
- c) Please provide details on municipal coordination by Elexicon to consider non-wire solutions that align with municipal energy and emission plans, municipal corporate requirements (e.g. energy and emission reductions under broader public service Provincial requirements), or other related community initiatives.
- d) Elexicon has highlighted the growth expected in its service territory. Please provide details on coordination and discussions with developers on non-wire solution options and opportunities that could decrease system demand by integrating non-wire solutions into new developments.

RESPONSE:

- a) Elexicon has taken deliberate steps to integrate the OEB’s *Non-Wires Solutions (NWS) Guidelines* into its distribution system planning process. In 2025, Elexicon implemented a structured NWS pre-screening methodology, developed with Charles River Associates, to identify projects that may be suitable for alternatives to traditional wires investments and ensure alignment with the Benefit-Cost Analysis framework. While no NWS projects were

1 implemented in the historical period, with the NWS pre-screening framework established,
2 Elexicon will incorporate this methodology into the asset management planning process to
3 ensure that NWS considerations are evaluated consistently and transparently in future
4 distribution system investment decisions that reflect stakeholder priorities and enhance
5 system planning flexibility.

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7 b) Elexicon does not currently have any utility-specific NWS programs in the market with
8 respect to which it can educate or engage stakeholders. As outlined in response to part (a),
9 Elexicon has implemented a NWS pre-screening methodology and will incorporate this
10 methodology into its asset management planning processes, which will position the
11 company to engage stakeholders on specific NWS opportunities that may emerge during
12 the 2027–2031 planning period.

13

14 c) As outlined in response to part (a) and part (b), Elexicon currently does not have any NWS
15 programs but the utility is working on building the capability and is committed to engaging
16 with municipal stakeholders once opportunities for cost-effective NWS are identified
17 through the planning process.

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19 d) As outlined in response to part (c), the same applies for engagement with developers.

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RESPONSES TO POLLUTION PROBE INTERROGATORIES

INTERROGATORY 10-PP-27

- a) Please provide the documented process used by Elexicon to identify and screen non-wire solutions.
- b) Please describe what third party, customer or other stakeholder involvement is included in each stage identified in part a.

RESPONSE:

- a) Please refer to the binary screening process (Exhibit 2B – Tab 3 – Schedule 5 – Page 1-4) used to pre-screen and identify where non-wires solution (NWS) may be a viable alternative to traditional wires investments.
- b) As described within Elexicon’s asset management plan, in the course of normal planning activities (Coordinated Planning With Third Parties Exhibit 2B – Tab 2 – Schedule 1 – Page 1-27), engagement with customers, third parties (including developers, large load customers), and other stakeholders (including other local distribution companies, transmitter, IESO) are completed prior to the NWS pre-screening stage. If a potential NWS progresses through the pre-screening stage and the benefit cost analysis (BCA) indicates whether any of the candidate investments demonstrate favorable or near-favorable outcomes, the third party, customer or stakeholders affected by the potential NWS would be engaged at that time for their review and input.

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RESPONSES TO POLLUTION PROBE INTERROGATORIES

INTERROGATORY 10-PP-28

Elexicon provided its definition for DERs in its response to Interrogatory Responses Round 1, 1-PP-10. Does Elexicon use the same definition for non-wire solutions? If not, please provide the definition Elexicon uses to define the full scope of non-wire solutions and explain how it differs from the DER definition used by Elexicon.

RESPONSE:

No, Elexicon does not apply the same definition to non-wires solutions (NWS) as it does to distributed energy resources (DERs). As indicated in response 1-PP-10, DERs are defined as generation and energy storage technologies connected to the distribution system, including examples of solar photovoltaic (PV), combined heat and power (CHP), battery energy storage systems (BESS), and synchronous generation. Elexicon’s application of the DER definition reflects the OEB framework, including the distinction between micro-embedded generation (≤ 10 kW) and non-micro generation (> 10 kW), as outlined in Section 2.2 of Exhibit 2B – Tab 4 – Schedule 3 – Appendix B, and governed by the Distribution System Code and DER Connection Procedures. In contrast, consistent with the OEB’s *Non-Wires Solutions Guidelines for Electricity Distributors* (EB-2024-0118), Elexicon defines NWS as a system planning and investment approach that leverages DERs, demand-side resources (e.g., demand response and energy efficiency), and other non-traditional measures to defer or avoid conventional distribution infrastructure investments, such as feeders, transformers, and substations. The key distinction is that DERs are discrete technologies or assets, whereas NWS is a planning strategy that may incorporate DERs and other resources as alternatives to traditional wires-based solutions. Accordingly, while NWS may rely on DERs, not all DER installations qualify as NWS, as many operate independently of a specific system need or deferral objective.

BY EMAIL

CONFIDENTIAL – PRIVILEGED

December 1, 2025

Jim McMahon
CRA International Limited
401 Bay Street
Suite 900, PO Box 46
Toronto, ON M5H 2Y4

Re: Retainer Letter Agreement – Elexicon Energy Inc. – Non-Wires Solutions (“NWS”)

Dear Mr. McMahon:

Torys LLP (“Torys” or “we”) represents Elexicon Energy Inc. (“Elexicon”) in connection with its planned distribution rate application to the Ontario Energy Board (the “Board”) for the 2027-2031 period (the “Application”).

We confirm that, on behalf of and to assist us in providing legal advice to Elexicon in connection with the Application, Torys has agreed to retain CRA International Limited (the “Consultant” or “you”), effective as of the date first written above (the “Effective Date”), to provide consulting services as herein described (the “Services”). By signing back a copy of this letter, the Consultant agrees that this letter contains the agreed-upon terms and conditions of its retainer with Torys effective on the Effective Date, subject to amendment by written agreement between the parties (the “Retainer Agreement”).

1. No Conflict

The Consultant does not have any conflict of interest or other constraints on its ability to provide advice in connection with this Retainer Agreement. You confirm that you are free to provide your services to Torys in connection with Torys’ representation of Elexicon in the Application. You agree that during this engagement you will not provide, directly or indirectly, any services to any other party in connection with the Application.

2. Consultant Expertise

The Consultant has been selected to provide consulting services to Torys in connection with the Application as further described in Section 3 below. The sponsors of the work of the Consultant and the person who has the relevant expertise will be Jim McMahon and others, (the “Sponsors”).

3. Scope of Services and Work Product

The Consultant will:

- (a) apply the Consultant’s non-wires solutions pre-screening framework (developed as part of a separate engagement) to Elexicon’s planned work program;
- (b) develop a narrative that explains how the non-wires solutions pre-screening framework is integrated within Elexicon’s Distribution System Plan; and

(collectively, the “Phase 1 Work”)
- (c) run three identified projects through the OEB’s NWS Benefit-Cost Analysis (“BCA”) framework and describe the results in a BCA report (the “Phase 2 Work”);
- (d) if requested by Torys, provide support during the Application, which may include:
 - (i) assistance in connection with responding to interrogatories or undertakings about the Work, and reviewing and preparing submission related to issues addressed in the Work (“Application Support Services”);
 - (ii) preparation for and testimony at a technical conference or oral hearing to respond to oral questions on the Work and any written undertakings granted about the Work pursuant to such testimony (“Application Testimony Services”);
(collectively, the “Phase 3 Work”)

4. Fees and Invoices

The fees for the Consultant’s Services shall be:

- (a) the fee for the Consultant to perform and discuss the Phase 1 Work and Phase 2 Work will be the following fixed amounts in total (which total will in no circumstances be exceeded without prior written consent from Elexicon), not including HST and any direct out of pocket expenses;

Work Component	Price
Phase 1 Work	\$ [REDACTED]
Phase 2 Work	\$ [REDACTED]

- (b) the Consultant will provide any application services (if requested by Torys) under Phase 3 on a time and materials basis at the following customary hourly rates:
 - Application Testimony Services \$ [REDACTED] per hour

- Application Support Services \$ [REDACTED] per hour

All amounts stated herein are in Canadian dollars.

The Consultant shall direct all invoices relating to Services performed by it under this Retainer Agreement to Elexicon, to the email addresses below and the attention of:

Erin Stevens
Director, Regulatory Affairs
Elexicon Energy Inc.
55 Taunton Road E.
Ajax, ON L1T 3V3
estevens@elexiconenergy.com

accounts.payable@elexiconenergy.com

with a copy to Torys, to the attention of:

Daliana Coban
Torys LLP
79 Wellington St. W., 30th Floor
Box 270, TD South Tower
Toronto, ON M5K 1N2
dcoban@torys.com

Invoices are due and payable within thirty (30) days of the date of the invoice. Any disbursements for additional incidentals incurred by the Consultant in relation to this Retainer Agreement must be pre-approved by Elexicon in writing. Elexicon reserves the right to deduct any applicable non-resident withholding taxes from any amounts owing to the Consultant under this Retainer Agreement and remit such amounts to the applicable taxation authority. If Elexicon defaults on payment, Consultant reserves the right to suspend or terminate services until all outstanding fees are paid, provided that before any such suspension or termination the Consultant provides Elexicon with notice of the default and a reasonable opportunity to cure.

5. Confidentiality

All work performed by the Consultant in connection with this Retainer Agreement, including all findings, opinions and conclusions the Consultant reaches in relation to this Retainer Agreement, and any communications relating thereto, are strictly privileged and confidential and shall not be disclosed to any other person or party without the prior written consent of Torys or Elexicon. The Consultant agrees to designate all written communications and material accordingly. The Consultant further agrees to promptly notify Torys in the event that the Consultant receives a request to disclose information relating to this matter, and agrees to cooperate with Torys, to the fullest extent permitted by law, in Torys' efforts to prevent or limit the disclosure of such material or otherwise preserve the privileged and confidential status of such material.

The Consultant agrees to hold in confidence: (a) all information provided to the Consultant, and (b) the Consultant's opinions to Torys and to Elexicon as they relate to the information, whether the information or opinions are documentary or oral (collectively, the "Confidential Information").

The Consultant will not disclose the Confidential Information to any person unless Torys or Elexicon authorizes you in writing to do so. All documents given to the Consultant in connection with this Retainer Agreement remain the property of Torys or of Elexicon and are held in trust by the Consultant as agent. The Consultant agrees to return these documents on request.

The Consultant will not refer to Torys or to Elexicon, directly or indirectly, in connection with the promotion of its services, without obtaining the prior written consent of Torys or Elexicon, as the case may be.

6. Intellectual Property

Nothing in this Retainer Agreement shall be deemed to transfer, license, assign, permit the use of, or otherwise convey an interest in whole or in part to the Consultant of any intellectual property belonging to Elexicon or any of its representatives or any third party whose intellectual property is in Elexicon's custody or control, and the use by the Consultant of any such intellectual property shall be subject to the prior written approval of Elexicon.

Torys and Elexicon shall at all times have full rights and title to all works prepared, generated or created by the Consultant pursuant to this Retainer Agreement, including without limitation any reports or other documents created by the Consultant, and any related works, modifications or additions thereto (the "Work Product"), and may at all times take possession of or use any completed or partially completed Work Product, notwithstanding any provision, express or implied, to the contrary. Without limiting the generality of the foregoing, Elexicon shall own all intellectual property rights in all Work Product, and the Consultant hereby waives and assigns to Elexicon any such rights, and agrees to give Elexicon and its representatives all assistance as may be reasonably required to perfect such rights including, without limitation, obtaining waiver of moral rights from any of the Consultant's employees, partners or other representatives. Notwithstanding the foregoing, the Consultant shall retain sole and exclusive ownership of any pre-existing Consultant tools, methodologies, proprietary research and data, together with all intellectual property rights therein (the "Consultant Property"). Consultant grants to Torys and Elexicon a fully paid up, irrevocable, perpetual, non-exclusive, non-transferable, royalty-free license to use the Consultant Property contained within the Work Product for the purposes intended in this Retainer Agreement. Consultant shall have no liability for any modifications to the Work Product made by any other person.

The Consultant expressly warrants that the delivery, sale or use of the Consultant's Services will not infringe any Canadian or foreign patents, trademarks, copyrights, industrial design or other intellectual property rights ("IPR Infringement") and the Consultant shall indemnify and save Elexicon harmless from all claims, judgments and decrees that may be entered against Elexicon or its representatives and against all damage, liability, costs and expenses (including reasonable legal fees and other attendant costs and expenses) Elexicon incurs by reason of any third party claims for IPR Infringement.

7. Termination

Torys may terminate this Retainer Agreement at any time on ten (10) days' written notice to the Consultant. Torys will pay, or will cause Elexicon to pay, for work performed up to the date of the

notice of termination. Upon the termination or expiration of this Retainer Agreement, the Consultant shall return to Torys and delete any and all electronic copies the Consultant may have of all documents and materials in its possession relating to the Services or this Retainer Agreement, including all Confidential Information (defined above) and Work Product, whether completed or not. Notwithstanding the foregoing, Consultant reserves the right to maintain copies (at its expense) of such materials for administrative, legal, or regulatory purposes provided such retainer materials remain confidential and subject to the terms of this Retainer Agreement. The Consultant shall, upon request, provide Torys with a certificate of an officer of the Consultant certifying such deletion of electronic copies.

8. Limitation of Liability

Except for breach of confidentiality obligations under section 5, gross negligence, willful misconduct, fraud, breach of privacy laws, and the Consultant's obligation to indemnify under section 6 (Intellectual Property), the Consultant's total liability for any claim arising out of the performance of the Services, regardless of the form of claim, will in no event exceed total fees paid to Consultant hereunder and under no circumstances will either party be liable for any damages in respect of any incidental, punitive, special, indirect or consequential loss, even if that party had been advised of the possibility of such damages including, but not limited to, loss of profits, loss of revenues, failure to realize expected savings, loss of data, loss of business opportunity, or similar losses of any kind.

9. Responsibility Statement

The Consultant agrees that the Services provided for herein will be performed in a timely, competent, professional manner in accordance with recognized professional consulting standards for similar services to be performed by a leading consulting advisory firm, and that adequate qualified personnel will be assigned for that purpose. If, during the performance of the Services or prior to the Board's issuance of final, non-appealable order(s) disposing of all relevant relief sought in the Application, such Services prove to be faulty or defective by reason of a failure to meet such standards, the Consultant agrees that upon prompt written notification from Torys, such faulty or defective portion of the Services will be redone at no cost to Torys or Elexicon, up to a maximum amount equivalent to the cost of the Services rendered under this Retainer Agreement, or, at Torys' request, the Consultant will refund an amount equal to the amount paid for the faulty or defective portion of the Services.

10. Entire Agreement

This Retainer Agreement, together with all Schedules attached hereto and any agreements and other documents to be delivered pursuant to this Retainer Agreement, constitute the complete agreement between Torys and the Consultant or their respective agents with respect to the subject matter hereof and supersedes any and all prior agreements and understandings. This Retainer

Agreement may be amended only in a written agreement that refers to this Retainer Agreement and is signed by both parties.

11. Governing Law


This Retainer Agreement shall be construed and otherwise governed pursuant to the laws of the Province of Ontario and the federal laws of Canada applicable therein.

Sincerely,

TORYS LLP

Per: 
Name: Dalliana Coban

Accepted and agreed to by CRA International Limited

Signed 
Name (please print) Jim McMahon
(I have the authority to bind the Consultant)

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RESPONSES TO POLLUTION PROBE INTERROGATORIES

INTERROGATORY 10-PP-30

Reference: Charles River Associates (CRA) Report [10/1/1, Attachment 1]
Please provide the full list of non-wire solution options considered by CRA.

RESPONSE:
The options that were considered by CRA are detailed in the referenced evidence. Please see Sections 3.3 and 3.4 for Bradshaw MS project, and Sections 5.3 and 5.4 for the feeder capacity and undersized conductor programs.

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RESPONSES TO POLLUTION PROBE INTERROGATORIES

INTERROGATORY 10-PP-31

Reference: Charles River Associates (CRA) Report [10/1/1, Attachment 1]

The CRA report suggests that the potential for certain non-wire solutions screened is unknown or uncertain on the ability to provide the peak response required. Does Elexicon have information on the maximum potential for non-wire solutions in its service territory or portions of the service territory that could benefit the most from non-wire solutions? If yes, please provide copies. If no, why not.

RESPONSE:

Elexicon notes that the potential for non-wires solutions (NWS) is not equivalent to the potential for distributed energy resources (DERs), as may be implied in the question. The potential for NWS is driven by the scale, type, and location of conventional investments identified through the distribution planning process, as well as the corresponding technical and economic feasibility of deferring or displacing those investments. In developing its 2027–2031 DSP, Elexicon assessed NWS potential across its entire service territory by first applying a pre-screening process to all eligible investments, and subsequently evaluating the economics of a subset of viable candidates through the benefit cost analysis (BCA) process. As Elexicon continues to advance its NWS capabilities, it expects to further refine and expand upon the tools and processes introduced in this application to ensure that NWS considerations are assessed in a consistent and transparent manner in future distribution system planning decisions.