

APPENDIX A – DESCRIPTION OF AGREEMENTS

Below you will find descriptions of common Hydro One Agreements. Customers looking for specific agreement details that are not included below should visit www.HydroOne.com or contact the Customer Communications Center at 1-888-664-9376.

A. Customer Service Contract

Key provisions of the Customer Service Contract are:

- a description of the work to be performed by Hydro One including specifications such as capacity and voltage range and work to be performed by the Customer;
- final Ownership Demarcation Point for Connection;
- requirement that Customer obtain all necessary approvals for the construction and Connection, including ESA approval, except where specifically noted that Hydro One is obligated to obtain the approval;
- property requirements, e.g. easements;
- requirement that both parties perform their work in accordance with Good Utility Practice, in compliance with the Conditions of Service, the Distribution System Code, Distribution Standards, all Applicable Laws and using duly qualified and experienced people;
- estimate of the cost (plus applicable taxes) of the work to be performed by Hydro One;
- a requirement that the Customer reimburses Hydro One for costs and expenses in certain circumstances, e.g. where the Customer changed the service location or other characteristic of the Electricity System, or utilized a Basic Connection intended for the supply of electricity to inappropriately connect an Embedded Generation Facility to Hydro One's Distribution System;
- Hydro One and the Customer are liable for damages only that arise directly out of the wilful misconduct or negligence and Hydro One's total liability is limited to the aggregate amounts paid for the Work by the Customer to the date of such negligent act or wilful misconduct;
- Capital contribution requirements (if any);
- Deferral, cancellation or termination clauses that the Customer pays Hydro One for the cost of work performed to date and the cost associated with the winding up of the work.

B. Capital Cost Recovery Agreement

Key provisions in the CCRA are:

- annual revenue requirements to be met by Customer including financial and non-financial default conditions;
- Customer may be required to furnish security satisfactory to Hydro One, including deposit; and
- limitation of liability.

C. Connection Cost Agreement (formerly known as the Connection Cost Recovery Agreement)

The CCA means the agreement that Hydro One is required to enter into with a Small Embedded Generation Facility, a Mid-sized Embedded Generation Facility or a Large Embedded Generation Facility (the "Generation Facility") in accordance with [Section 6.2.18](#) of the Distribution System Code. Key provisions in the CCA are:

- a description of the work to be performed by Hydro One and the Generator in order for Hydro One to connect the Generation Facility to the Distribution System;

- Hydro One's estimate of the allocated cost of Connection for which the Generator is responsible;
- Generator's requirement to pay certain deposits within the timeframes specified in the CCA;
- requirement for Hydro One to remove the Generator's capacity allocation in the circumstances described in [Section 6.2.4.1e](#) of the Distribution System Code;
- terms applicable where the Generator has elected to perform Alternative Bid work;
- limitation of liability;
- the Generator's right to assign the CCA to a lender for security purposes without Hydro One's consent upon providing notice to Hydro One; and
- the right of Lender to remedy a default of the Generator.

D. Multi-Service Connection Cost Agreement (formerly known as Subdivision Agreement)

Customers proposing to expand or develop an industrial/commercial or residential subdivision or to develop a condominium shall execute a Multi-Service Connection Cost Agreement. Key provisions of this agreement are:

- a description of the work to be performed by Hydro One, including inspection of Customer's contractor's work;
- detailed description of the work to be performed by the Customer;
- requirement that Customer obtain all necessary approvals for the construction and Connection, including ESA approval, except where specifically noted that Hydro One is obligated to obtain the approval;
- property requirements, e.g. easements;
- estimate of the cost (plus applicable taxes) of the work to be performed by Hydro One;
- security/expansion deposit and capital contribution requirements;
- requirement that Customer provide evidence of Customer's proposed contractor's previous experience and satisfactory performance prior to contractor beginning the installation of the Electrical Distribution System;
- obligation to transfer Electrical Distribution System and the Line Extension constructed by the Customer to Hydro One free and clear for one dollar;
- Customer required to warrant the Electrical Distribution System and the Line Extension constructed by the Customer to be free from defects for 2 years;
- limitation of liability; and
- Customer to maintain certain specified types of insurance with minimum limits during term of the agreement.

E. Connection Agreement

Hydro One's form of the Distribution Connection Agreement sets out the terms upon which Hydro One has agreed to offer and the Customer has agreed to accept Connection service.

Key provisions and requirements of Hydro One's form of Connection Agreement are:

- terms, conditions and obligations of the parties as prescribed under the Distribution System Code;
- lists all necessary contact names and telephone numbers of both parties to ensure proper communication;
- the demarcation of the Ownership Demarcation Point and the Operational Demarcation Point as between Hydro One and the Customer;
- description of the language and procedures to be used for communications between the parties in normal and emergency situations;
- technical description of the Customer's installed protection equipment;
- the single line diagram provided by the Customer that identifies the interface of the Customer's facilities with the Distribution System;

- the description of the metering information;
- the tariff applications by supply point as well as payment requirements;
- the levels of maintenance and testing to be performed by both parties;
- the circumstances under which the Customer can be disconnected from the Distribution System for Financial or Non-financial Defaults;
- performance requirements for various power quality items such as voltage variations, unbalances, voltage and current harmonics;
- for most Customers, description of metering, instrument transformer, meter programming and meter communications requirements as well as specification of site specific losses; and
- the name of the Customer's Registered Meter Service Provider; and
- the specific technical requirements applicable for a particular type of Customer:

Load Customers: includes Hydro One's requirements with respect to disconnection devices, system design and protection, metering and grounding, capacity of each connection point, motor size and starting and operating requirements; and

Embedded LDCs: includes Hydro One's requirements with respect to disconnection devices, protection and coordination and metering as well as the data to be provided by the Embedded LDC when making requests for additional supply, capacity of each embedded connection point, requirements for load forecast information to be provided by Embedded LDC for each connection point for use in supply planning studies, and may include specific thresholds for embedded load connections, e.g. load/motor sizes, for system impact assessment studies;

F. Read Only Access Agreement To Interval Meters

If a Customer who is not a Wholesale Market Participant requires remote electronic access to their interval meter recorders, the Customer must execute a Read Only Access Agreement (ROA). The ROA allows Customers to have remote electronic access to their interval meter recorders for the purposes of obtaining kilowatt hour and kilovar hour billing meter quantities. Key provisions of the ROA Agreement are:

- Customer is permitted to use, at its expense, only software and communications protocols that have been specifically approved by Hydro One;
- Customer access is limited to daily interrogations, within a time frame specified by Hydro One;
- Hydro One does not provide assistance for reading or interpretation of Metering Information; and
- Customer may have only one third party, who has been approved by Hydro One, to have remote access to the metering data on its behalf

G. Access Agreements

Customers requiring ongoing access to Hydro One Facilities and Equipment to operate or maintain Distribution equipment including wholesale revenue metering must enter into an Access Agreement. Key provisions of an Access Agreement are:

- requirement to comply with Hydro One's security protocol and Access Policy and Procedures;
- requirement to provide a list of employees, temporary employees, agents, subcontractors and licensees (the "Customer Personnel") requiring access;
- Customer responsible for ensuring that Customer Personnel have adequate Electrical Safety Awareness Training;
- Customer required to use the contact number provided by Hydro One to enter and exit Distribution facility;

- describes the limitations on access within operational areas within the Distribution facility; and
- Customer is responsible for any and all losses to persons (including death) including Customer personnel or property when accessing the specified Hydro One Facilities and Equipment.