

Form A — Pre-FIT Consultation Application Distribution System

This Application Form is for Generators applying for a Pre-FIT Consultation. Fax your completed form and, if applicable, necessary attachments to: 905-944-3308, Attention: Hydro One Business Customer Centre.

IMPORTANT: All fields below are mandatory, except where noted. Incomplete applications may be returned by Hydro One Networks Inc. (“Hydro One”).

1. **Project Name:** _____

My project is: Distribution Connected Transmission Connected

Project Size: Generator connecting on: single phase three phase
 Proposed Total Capacity: _____ kW

2. **Project Location:**

City / Town / Township _____
 Lot Number(s) _____
 Concession Number(s) _____
 Postal Code _____

Please provide at least one of the following:

GPS coordinates of project location _____

OR

Mailing address of project property (Street number, Street name, City, ON, Postal Code):

OR

Attach a Google map of the project property location to this form. The Google map should display roads and road names.

Point of Common Coupling PCCX Co-ordinate (Optional): _____

Point of Common Coupling PCCY Co-ordinate (Optional): _____

3. **Project Information:**

Choose a Single Point of Contact: Owner Consultant

	Owner (Mandatory)	Consultant (Optional)
Company		
Contact – First Name		
Contact – Last Name		
Mailing Address		
Town/City		
Postal Code		
Telephone		
Fax		
E-mail		

Preferred method of communication with Hydro One: E-mail Telephone Mail Fax

5. Project Type: Wind Turbine Hydraulic Turbine Steam Turbine Solar
(Choose only one) Diesel Engine Gas Turbine Fuel Cell Biomass
 Anaerobic Digester Bio-diesel Other (Please Specify) _____
 Co-generation/CHP (combined heat & power)

6. Machine Characteristics (Optional):

Machine Starting Inrush Current _____
Rotating Machine Type: Synchronous Induction Inverter-type

CONFIDENTIALITY & PROPRIETARY RIGHTS AGREEMENT

THIS AGREEMENT made as of the _____ day of _____, 20__

BETWEEN:

INSERT FULL LEGAL NAME OF THE RECIPIENT

(hereinafter referred to as the "Recipient")

OF THE FIRST PART

- AND -

HYDRO ONE NETWORKS INC.

(hereinafter referred to as "Networks")

OF THE SECOND PART

WHEREAS pursuant to Subsections 6.2.9.1 and 6.2.11 of the *Distribution System Code* issued by the Ontario Energy Board, Networks is obligated to provide the Recipient with a description of the portion of Networks' distribution system relevant to the Recipient's embedded generation facility, including the corresponding portions of an up-to-date system schematic map showing, at a minimum, the following:

- major distribution and sub-transmission lines;
- transformer and distribution stations;
- the voltage levels used for distribution;
- sufficient geographic references to enable the person to correlate all of the above features with a municipal road map; and
- subject to section 6.2.9.4 of the *Distribution System Code*, information on voltage level, fault level and minimum/maximum feeder loadings for up to three locations in Networks' service area (collectively, the "Mapping Information");

WHEREAS Networks is not obligated to provide the Mapping Information to the Recipient in electronic format;

WHEREAS Networks is agreeable to providing the Recipient with access to the Mapping Information in PDF file format so that the Recipient may obtain Mapping Information for up to a maximum of three (3) locations in Networks' service area for each of the Recipient's proposed connections of an embedded generation facility to Networks' distribution system;

AND WHEREAS Networks wishes to maintain its proprietary rights to and the confidentiality of the information it discloses to the Recipient and to ensure that the Recipient retains the Confidential Information in confidence and in accordance with the terms and conditions herein;

Confidentiality & Proprietary Rights Agreement

NOW THEREFORE in consideration of the mutual covenants and promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the parties agree as follows:

1. For the purposes of this Agreement, the following definitions will apply:

(a) "Confidential Information" means the Mapping Information.

(b) "person" shall include individuals, trusts, partnerships, firms and corporations or any other legal entity.

(c) "Representative" means a person controlling or controlled by or under common control of the Recipient and each of the Recipient's directors, officers, employees, consultants, agents or legal, financial or professional advisors.

2. Recitals

The recitals in this Agreement are acknowledged as true and correct in substance and in fact and are hereby incorporated into and form part of this Agreement.

3. Disclosure of Confidential Information

Pursuant to the terms and conditions contained herein, Networks may disclose Confidential Information to the Recipient. Notwithstanding such disclosure the Confidential Information shall remain the sole and exclusive property of Networks and as such shall be maintained in strict confidence and not used or disclosed to others without Networks' prior written consent. Notwithstanding the generality of the foregoing, all intellectual property rights which may subsist in the Confidential Information shall remain with Networks. Under no circumstances, shall the Recipient:

- (a) publish in any format or medium all or any part of the Confidential Information;
- (b) make copies or extracts or other reproductions of the Confidential Information; or
- (c) distribute the Confidential Information in any form.

4. Information that is not Confidential

Confidential Information shall not include information which:

- (a) is previously known to or lawfully in the possession of the Recipient prior to the date of disclosure;
- (b) is independently known to or discovered by the Recipient, without any reference to the Confidential Information;
- (c) is obtained by the Recipient from an arm's length third party;

- (d) is or becomes public knowledge through no fault or omission of, or breach of this Agreement by, the Recipient or its Representatives; or
- (e) is required to be disclosed pursuant to a final judicial or governmental order or other legal process.

5. Disclosure to Representatives

The Recipient hereby specifically acknowledges that it shall only disclose Confidential Information to its Representatives who need the Confidential Information for the purposes of performing the Feasibility Study and shall take all precautions as may be reasonable and necessary to prevent unauthorized use of the Confidential Information by its Representatives. In addition, the Recipient hereby specifically acknowledges that the Recipient is solely responsible to ensure that its Representatives are bound by the terms of this Agreement (and that its Representatives who are its employees are aware that the Recipient is bound) and that the Recipient shall defend, indemnify and hold harmless Networks from and against all suits, actions, damages, claims and costs arising out of any breach of this Agreement by the Recipient or any of its Representatives.

6. Compelled Disclosure

In the event that a Recipient, or anyone to whom a Recipient transmits Confidential Information pursuant to this Agreement or otherwise, becomes legally compelled to disclose any Confidential Information, the Recipient will provide Networks with prompt notice so that Networks may seek injunctive relief or other appropriate remedies and/or waive compliance with the provisions of this Confidential Agreement. In the event that Networks is unable to obtain injunctive relief or other remedies, the Recipient will exercise reasonable efforts to prohibit the further transmission of the Confidential Information. In the event that both parties are unable to prevent the further transmission of the Confidential Information, the Recipient will, or will use reasonable efforts to cause such person to whom the Recipient transmitted the Confidential Information to furnish only that portion of the Confidential Information, which the Recipient is advised by written opinion of counsel is legally required to be furnished by the Recipient, 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.

7. No Representations and Warranties and No Liability

Subject to Networks obligations to provide the Recipient with the information listed in Subsection 6.2.9.1 of the *Distribution System Code*, the Recipient acknowledges that Networks is not making any representation or warranty as to the accuracy or completeness of the Confidential Information furnished to the Recipient hereunder.

Networks shall have no liability to the Recipient resulting from its use of the Confidential Information.

Networks shall only be liable to the Recipient for any damages that arise directly out of Networks' wilful misconduct or negligence in meeting its obligations under the *Distribution System Code*, including, but not limited to Subsection 6.2.9.1 of the *Distribution System Code*.

Further, the Recipient agrees that it shall assume full responsibility for all conclusions it derives from the Confidential Information, and neither Networks nor any of its Representatives shall have any liability with respect thereto.

Networks' shall not be liable to the Recipient 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 or incidental damages, including but not limited to punitive or exemplary damages, whether any of the said liability, loss or damages arise in statute, contract, tort or otherwise.

9. Remedies

The Recipient agrees that Networks would be irreparably injured by a breach of this Agreement and that Networks shall be entitled to equitable relief, including a restraining order, injunctive relief, specific performance and/or other relief as may be granted by any court to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in any action instituted in any court having subject matter jurisdiction, in addition to any other remedy to which Networks 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 Agreement but shall be in addition to all other remedies available at law or equity.

10. Assignment

The Recipient may not assign or otherwise transfer this Agreement or rights or obligations hereunder without Networks' prior written consent to such assignment or transfer by the Recipient. Any such attempted assignment or transfer without written consent shall be void and of no force or effect. All provisions of this Agreement are binding on and shall enure to the benefit of each party's successors and assigns.

11. Notices

Notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been properly given five business days after dispatch by registered or certified mail, one day after dispatch by facsimile transmission, addressed to the party to whom it was sent at the address, or facsimile number, of such party set forth below or at such other address or facsimile as the party shall subsequently designate to the other

party by notice given in accordance with this paragraph or on the date of actual delivery if delivered by hand or by courier.

Notices can be provided to

Name: _____

Address: _____

Fax: _____

in respect of the Recipient, and to the Secretary, 483 Bay Street, North Tower 15th Floor, Toronto, Ontario, M5G 2P5 In respect of Networks.

12. Severability

If any non-material provision of this Agreement shall be held, declared or pronounced void, voidable, invalid, unenforceable or inoperative for any reason by any court of competent jurisdiction, government authority or otherwise, such holding, declaration or pronouncement shall not affect adversely any other provision of this Agreement which shall otherwise remain in full force and effect and be enforced in accordance with its terms and the effect of such holding, declaration or pronouncement shall be limited to the territory or jurisdiction in which made.

13. No Waiver

All the rights and remedies of either party under this Agreement are cumulative and not exclusive of any other rights and remedies provided by law. No delay or failure on the part of either party in the exercise of any right or remedy arising from a breach of this Agreement shall operate as a waiver of any subsequent right or remedy arising from a subsequent breach of this Agreement. The consent of any party where required hereunder to any act or occurrence shall not be deemed to be a consent to any other act or occurrence.

14. Entire Agreement

This Agreement constitutes the entire agreement between the parties respecting the subject matter hereof and supersedes all prior negotiations, representations, understanding or agreements, written or oral, between the parties.

15. Amendment

This Agreement may only be amended by mutual agreement, in writing.

16. Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

17. Term

Confidentiality & Proprietary Rights Agreement

The obligations of the Recipient shall continue to be in full force and effect in perpetuity from the date first written above.

~~Choose and sign as appropriate (and cross out these words and signatures that are not appropriate)~~

~~**WHERE RECIPIENT IS A CORPORATION:**~~

IN WITNESS WHEREOF the Recipient has caused this Agreement to be executed, as of the date first written above, by their respective representatives duly authorized in that behalf.

(FULL LEGAL NAME)

Name: _____

Title: _____

I have the authority to bind the Corporation.

~~**WHERE RECIPIENT IS A LIMITED PARTNERSHIP:**~~

IN WITNESS WHEREOF the Recipient has caused this Agreement to be executed, as of the date first written above, by their respective representatives duly authorized in that behalf.

(FULL LEGAL NAME OF LP) by its General Partner,

(FULL LEGAL NAME OF GENERAL PARTNER)

I have the authority to bind the Limited Partnership

Name: _____

Title: _____

~~**WHERE RECIPIENT IS AN INDIVIDUAL:**~~

IN WITNESS WHEREOF the Recipient has set his hand and seal as of the date first written above.

(signature)

Name (please print): _____

Signature of Witness