

Hydro One Networks Inc.

483 Bay Street
7th Floor South Tower
Toronto, Ontario M5G 2P5
HydroOne.com

Joanne Richardson

Director, Major Projects and
Partnerships

C 416.902.4326

Joanne.Richardson@HydroOne.com

BY EMAIL AND RESS

October 28, 2022

Ms. Nancy Marconi
Registrar
Ontario Energy Board
Suite 2700, 2300 Yonge Street
P.O. Box 2319
Toronto, ON M4P 1E4

Dear Ms. Marconi,

EB-2022-0234 – s.74 (SAA) – Application for Hydro One Networks Inc. to Connect One Industrial Customer located at 626 Principale St. in Casselman – Interrogatories

In accordance with Procedural Order 1, issued October 7, 2022, enclosed Hydro One Networks Inc. is submitting interrogatories on this Service Area Amendment application to Hydro Ottawa Limited.

A copy of this cover letter and the attached interrogatory questions has been filed in text-searchable electronic form through the Ontario Energy Board's Regulatory Electronic Submission System

Sincerely,

A handwritten signature in black ink, appearing to read "Joanne Richardson".

Joanne Richardson

cc: Claudio Bertone
Laurie Elliott (Hydro Ottawa Ltd.)

**HYDRO ONE NETWORKS INC.
Service Area Amendment Application**

**Hydro One Networks Inc. Interrogatories
October 28, 2022**

1 **HONI-1:**

2
3 **Topic:**

4 Protecting the interests of the Customer

5
6 **Reference:**

- 7 1. Hydro Ottawa Conditions of Service –
8 [https://hydroottawa.com/sites/default/files/2021-11/FINAL-HOL-COS-V8-EN-Nov-22-](https://hydroottawa.com/sites/default/files/2021-11/FINAL-HOL-COS-V8-EN-Nov-22-2021.pdf)
9 [2021.pdf](https://hydroottawa.com/sites/default/files/2021-11/FINAL-HOL-COS-V8-EN-Nov-22-2021.pdf)
10
- 11 2. “It is unclear if the developer (Claudio Bertone) and the final customer (Ford Motor
12 Company of Canada, Limited) were aware that Hydro Ottawa could support the
13 customer connection without risk, through a temporary connection from Hydro One.
14 Further, it is not clear if the final customer, Ford Motor Company of Canada, Limited
15 supports the SAA” – HOL Letter & Contested SAA, Attachment 1, p. 3 – September 2,
16 2022
17
- 18 3. “It is also unclear, when the developer supported the SAA, if the final customer
19 responsible for future electricity costs, was aware of the financial implication on their
20 bills and the rate differential between the two distributors”. – HOL Letter & Contested
21 SAA, Attachment 1, p. 3 – September 2, 2022
22
- 23 4. August 26, 2022 Hydro Ottawa Offer to Connect 626 Principale Street – HOL Letter &
24 Contested SAA, Attachment F – September 2, 2022
25
- 26 5. “The customer did not formally request a connection from Hydro Ottawa. Hydro Ottawa
27 and Hydro One met with the customer on April 29, 2022 to explain the SAA process
28 and subsequently Hydro Ottawa requested project documentation. In follow-up to this
29 meeting, the customer submitted their documents to Hydro Ottawa on May 20, 2022
30 in order for Hydro Ottawa to prepare a connection offer. This same date, Hydro Ottawa
31 contacted the customer to confirm receipt of the documents and discuss the
32 information provided to incorporate into Hydro Ottawa’s connection offer” – HOL Letter
33 & Contested SAA, Attachment 1, p. 2 – September 2, 2022

1 6. Yes, the customer was provided an OTC on August 26, 2022. A copy is provided in
2 the contested SAA document, Attachment F. – HOL Letter & Contested SAA,
3 Attachment 1, p. 2 – September 2, 2022
4

5 **Interrogatory:**

6 a) Please confirm that Reference 1 is the appropriate link to the current Hydro Ottawa
7 Conditions of Service. If this is not the applicable version of the Hydro Ottawa
8 Conditions of Service with respect to the issues raised in this proceeding, please place
9 the applicable Hydro Ottawa Conditions of Service on the record of this proceeding.
10

11 b) Please confirm that the definition of Customer in the Hydro Ottawa Conditions of
12 Service remains as follows:
13

14 *“Customer” means a Person that has contracted for or*
15 *intends to contract for Connection of a Load or a Distributed*
16 *Energy Resource. This includes developers of residential or*
17 *Commercial sub-divisions or Distributed Energy Resources.*
18

19 c) With respect to Reference 1, 2, and 3, please provide documentation regarding Hydro
20 Ottawa’s process for connecting distribution customers, specifically, the Hydro Ottawa
21 customer connection process that bypasses the Developer, the “Customer” as defined
22 by Hydro Ottawa’s Conditions of Service and contacts the final customer directly. In
23 addressing this question, please articulate how often Hydro Ottawa has sought
24 approval from the final customer for a connection process and where this approach is
25 documented in the Hydro Ottawa Conditions of Service, specifically, that a Developer
26 must have concurrence or approval of all subsequent final customers in order to define
27 how the Developer will be connected.
28

29 d) With respect to Reference 4, please confirm that despite the evidence provided by
30 Hydro Ottawa on the record of this proceeding, including the monthly bill differences
31 between the two distributors, the Developer has not signed the HOL Offer to Connect
32 nor has there been any concerns expressed by the final customer.
33

34 e) With respect to Reference 5, please confirm that “customer” refers to the Developer,
35 and all instances whether customer is used in HOLs documentation it is referencing
36 the Developer. If not, please indicate by reference to the statement, where “customer”
37 has some other meaning than the Developer.
38

39 f) With respect to Reference 5 and 6, between April 2022 and August 26, 2022 did Hydro
40 Ottawa communicate to the Developer that it could meet the Developer’s connection
41 date and if yes, provide a copy of the communication.

- 1 g) With respect to Reference 2, please provide documentation supporting Hydro
2 Ottawa's efforts to communicate to the Developer that Hydro Ottawa could support a
3 customer connection by October 2022, through a temporary connection with Hydro
4 One. If no such communication was provided to the Developer, provide specific details
5 of what information Hydro Ottawa was missing to make this determination, what steps
6 Hydro Ottawa took to obtain the information, and when the information was received
7 (including dates and any documentation evidencing same) by Hydro Ottawa.

8
9 **HONI-2:**

10
11 **Topic:**

12 Connection Schedule

13
14 **Reference:**

- 15 1. August 26, 2022 Hydro Ottawa Offer to Connect 626 Principale Street – HOL Letter &
16 Contested SAA, Attachment F – September 2, 2022
- 17
- 18 2. "The customer's response also suggests that obtaining a timely connection in October,
19 2022 may have been a factor in their decision to support Hydro One's SAA". – HOL
20 Letter & Contested SAA, Attachment 1, p. 3 – September 2, 2022
- 21
- 22 3. "With reference to EB-2015-0006 amending the distribution system code, the OEB
23 confirmed that 'temporary arrangements (under 12 months) that were necessary to
24 accommodate construction projects. would not be considered as load transfers under
25 the DSC. However, the arrangements must be temporary in nature (less than 12
26 months) and necessary only to ensure continuity of service to customers during
27 construction projects. They cannot be long-term or permanent and they cannot be
28 used by a geographic distributor in order to expand its system to connect customers.'¹
29 Hydro Ottawa's ability to service this customer in less than 12 months of the temporary
30 connection satisfies the OEB's requirement;" – HOL Letter & Contested SAA,
31 Attachment 1, p. 3 – September 2, 2022
- 32
- 33 4. "November 2, 2021 Hydro One confirmed a temporary service had been provided to
34 the customer". – HOL Letter & Contested SAA, Section 7.0, p. 3 – September 2, 2022
- 35
- 36 5. "June 28, 2022 Hydro Ottawa Email to Hydro One - Hydro Ottawa has received the
37 site's drawings from the developer and currently, is in the process of reaching out to
38 HONI Dx to get the estimated cost of pole line upgrade to bring the feeder line (from
39 Leflech Blvd and Principale St) to the Developer site. Kevin is trying to reach out to
40 Mike B (? Kevin can you please confirm the name of the Hydro One person) from
41 Hydro One to get the high-level estimate. Action Item: Chris / Kevin to confirm if they
42 need Jayde / Dhaval to help expedite the discussion with Mike B. Chris confirmed that

1 Hydro Ottawa is looking for high level estimate numbers and not detail estimate in
2 order to avoid cost and resource timing spent on both sides”. – Hydro One Service
3 Area Amendment Application, Attachment 10 – August 18, 2022
4

- 5 6. “The connection costs are currently estimated to be \$700,000 for system expansion
6 and \$15,000 for connection assets. The customer will only be responsible for the
7 \$15,000 in connection costs as the future revenue is forecast to more than offset the
8 expansion costs. – HOL Letter & Contested SAA, Section 7.2.1 (c)” – September 2,
9 2022
10

11 **Interrogatory:**

- 12 a) Hydro Ottawa has not provided a physical connection date at Reference 1 nor is there
13 any date identified on the record as to when Hydro Ottawa can physically serve the
14 Customer. Given Hydro One’s ability to meet the Customer’s preference of an October
15 connection date, as provided at Reference 2, please provide the date that Hydro
16 Ottawa can physically serve 626 Principale Street. In so doing, please provide a
17 detailed schedule that outlines all necessary milestones that must be accomplished
18 for Hydro Ottawa to meet that date. Please include all anticipated dates of receiving
19 permits and permitting applications, designs, constructions milestones, etc.
20
- 21 b) Contingent on Hydro Ottawa’s response to part a), and in consideration of Hydro
22 Ottawa’s evidence provided at Reference 3 and 4, please explain how Hydro Ottawa’s
23 proposed connection is consistent with: i) the timelines defined in the referenced long-
24 term load transfer elimination DSC amendments that a temporary construction
25 connection should not exceed 12 months, and ii) the language in the DSC that outlines
26 that temporary construction connection *cannot be long-term or permanent and they*
27 *cannot be used by a geographic distributor in order to expand its system to connect*
28 *customers*
29
- 30 c) At Reference 5, it is documented that Hydro Ottawa’s design and estimate is
31 underpinned by a high-level estimate and not detailed in order to avoid cost and
32 resourcing in developing the estimate. Aside from contesting Hydro One’s service area
33 amendment application, please provide any update or steps Hydro Ottawa has taken
34 with respect to the design and estimate for Hydro Ottawa’s proposal to update the
35 accuracy of the design/estimate and to advance the viability of an expedited
36 connection for the Customer.

1 **HONI-3:**

2
3 **Topic:**

4 Economic Efficiency

5
6 **Reference:**

- 7 1. Hydro One Submissions on Contested Hearing, Attachment 2 – September 9, 2022
- 8
- 9 2. “Hydro Ottawa has no current expansion plans for lands adjacent to the area that is
10 the subject of the SAA application”. – HOL Letter & Contested SAA, Section 7.6 –
11 September 2, 2022
- 12
- 13 3. “Similarly, proposals to align service areas with municipal boundaries are ill-
14 considered unless the proponent can provide concrete evidence that the extended
15 area is needed to provide service to actual customers in the area using assets and
16 capacity in a manner that optimizes existing distribution assets and does not prejudice
17 existing customers of the utility. Amendments need to be anchored by real customers,
18 with an economic case for the extension that is convincing.” – RP-2003-0044 –
19 Combined Proceeding Decision, Para. 241 – February 27, 2004
- 20
- 21 4. “The Municipality of Casselman has announced that it is in the process of proposing a
22 Community Improvement Plan for the area south of highway 417, as a result the pole
23 upgrades are likely to support this initiative and will provide Hydro One an opportunity
24 to size the pole for a third circuit should it be needed to support future growth.
25 Additionally, the pole line upgrade will provide Hydro Ottawa the opportunity to
26 continue providing service to future customers within its service territory” – HOL Letter
27 & Contested SAA, Section 7.2 – September 2, 2022
- 28
- 29 5. “While not currently forecasted, the expanded system will enable Hydro Ottawa to
30 achieve more economic service growth in adjacent areas, as compared to the
31 infrastructure Hydro Ottawa currently has”. – HOL Letter & Contested SAA, Section
32 7.2.1 (g) – September 2, 2022
- 33
- 34 6. “Casselman F4 has being used as a comparable area” – HOL Letter & Contested SAA,
35 Section 7.5.7 – September 2, 2022

36
37 **Interrogatory:**

- 38 a) As identified in Reference 1, please confirm that Hydro Ottawa has no customers
39 and/or facilities south of Highway 417. If this assumption is incorrect, please identify
40 where these facilities and customers are and their relative distance to the Subject Area
41 of this Application.

- 1 b) Please confirm, as per Reference 2, that Hydro Ottawa has no intention of expanding
2 into areas adjacent to the Subject Area and all customers identified in Reference 1 will
3 remain Hydro One customers if the Subject Area is served by Hydro Ottawa.
4
- 5 c) In light of the Board's direction, provided at Reference 3, please elaborate on the
6 relevance of Reference 4. In other words, are there any real or actual customers
7 identified in the Community Improvement Plan? At what stage of the municipal
8 approval urban planning process is the Community Improvement Plan and when will
9 the Community Improvement Plan be finalized?
10
- 11 d) At Reference 4, Hydro Ottawa documents that the pole upgrades required for Hydro
12 Ottawa to service 626 Principale Street will also *provide Hydro One an opportunity to*
13 *size the pole for a third circuit should it be needed to support future growth.* In Hydro
14 Ottawa's opinion, what type of circuit would Hydro One be adding to support "future
15 growth" and explain what evidence is being relied on to inform the opinion?
16
- 17 e) With respect to Reference 5, please clarify what adjacent areas Hydro Ottawa is
18 referring to and include any mapping of the adjacent areas? Please confirm that the
19 service growth in Reference 5, is speculative, and has not been forecast? How would
20 the adjacent areas which have not been forecast be served with the current
21 infrastructure?
22
- 23 f) How should the OEB consider the unforecast areas documented in Reference 5 in
24 light of Hydro Ottawa's existing infrastructure south of Highway 417 documented in
25 Reference 1?
26
- 27 g) Please provide a map that identifies the relative proximity of the Casselman F4 to the
28 Subject Area and the Casselman F1. Please provide the relative length of both feeders
29 now, and after the proposed expansion of the Casselman F1.
30
- 31 h) Please provide a copy of the most recent Hydro Ottawa Distribution System Plan and
32 identify any planned investments associated with Casselman DS and the reason for
33 those investments, if any.

1 **HONI-4:**

2
3 **Topic:**

4 Rates

5
6 **Reference:**

- 7 1. “The Board does not believe that significant weight should be put on differences in
8 current distribution rates even though current rates may be a significant factor in
9 determining customer preference. In fact current rates, insofar as they are not a
10 predictor of future rates, may misinform customer preference.” Combined Proceeding
11 Decision, Para. 86 – February 27, 2004
- 12
- 13 2. “Table 1, below provides Hydro Ottawa’s estimate of a monthly bill from both utilities.
14 As presented, it is estimated that if the customer is served by Hydro Ottawa they will
15 save approximately \$18.6k per month (or \$223k per year). This translates to \$3.4M
16 less in bill costs over the revenue horizon, of which \$3.2M relates to distribution alone”.
17 – HOL Letter & Contested SAA, Attachment 1, p. 3 – September 2, 2022
- 18
- 19 3. “The Municipality of Casselman has announced that it is in the process of proposing a
20 Community Improvement Plan for the area south of highway 417, as a result the pole
21 upgrades are likely to support this initiative and will provide Hydro One an opportunity
22 to size the pole for a third circuit should it be needed to support future growth.
23 Additionally, the pole line upgrade will provide Hydro Ottawa the opportunity to
24 continue providing service to future customers within its service territory”. – HOL Letter
25 & Contested SAA, Section 7.2 – September 2, 2022

26
27 **Interrogatory:**

- 28 a) Please clarify why HOL believes the OEB should give the estimated rate differences
29 in this contested SAA more weight than established in the Combined Proceeding
30 provided at Reference 1?
- 31
- 32 b) Please provide all assumptions that underpin the estimates that are documented at
33 Reference 2, e.g., will the Customer remain in their current Hydro Ottawa and Hydro
34 One rate classes for the entire revenue horizon?
- 35
- 36 c) Please recalculate the differences in rates based on all the same assumptions used
37 in part b above except with the Customer being charged Hydro One’s Sub-
38 Transmission Rate Class.
- 39
- 40 d) Please clarify what would happen if the final customer’s load does not materialize as
41 contemplated in the assumptions put forward by Hydro Ottawa. Given the long break
42 - even point for Hydro Ottawa, please explain what happens if the final customer

1 ceases operations after a period of either i) 5 years or ii) 10 years. What are the
2 implications to the Developer and Hydro Ottawa customers?

3

4 **HONI-5:**

5

6 **Topic:**

7 Need for a Service Area Amendment

8

9 **Reference:**

10 1. "As noted above, Hydro Ottawa filed a 'Contested Service Area Amendment
11 Application' in response to Hydro One's Application. The OEB considers that
12 document to be Hydro Ottawa's dispute of the Hydro One Application. It would not be
13 appropriate to treat it as an application in its own right, because the subject property
14 is already in the Hydro Ottawa service area. Accordingly, the OEB has assigned a
15 single file number to this proceeding." – Ontario Energy Board Interim Order, pp. 3-4,
16 October 7, 2022

17

18 2. "This application for a contested service area amendment ("SAA") addresses mainly
19 the preservation of Hydro Ottawa Ltd.'s ("Hydro Ottawa") service territory with an
20 expansion of an adjacent smaller property into Hydro One Networks Inc. ("Hydro
21 One") service territory. This application affects one (1) new General Service Customer.
22 The customer is at 626 Principale Street and lies along the south border of Hydro
23 Ottawa's service territory, which also aligns with the municipality of Casselman's south
24 border. The border is defined by Concession Road 7. At Concession Road 7,
25 Principale Street transitions to St Albert Road, which marks where Hydro Ottawa's
26 service territory and the municipality of Casselman boundaries end to the south. The
27 additional property is to the east of Hydro Ottawa service territory, prior to the train
28 tracks along Concession Road 7." – HOL Letter & Contested SAA, Section 7.0 –
29 September 2, 2022

30

31 3. "On June 8, 2021 Hydro Ottawa approached the customer confirming that a
32 connection could be made, requested a load summary and other documentation and
33 notified the customer that the property included Hydro One service territory and that
34 Hydro Ottawa would discuss the connection with Hydro One." – HOL Letter &
35 Contested SAA, Section 7.0 – September 2, 2022

36

37 4. Description of Proposed Service Area – HOL Letter & Contested SAA, Section 7.1.3
38 – September 2, 2022

1 **Interrogatory:**

- 2 a) Please confirm whether Hydro Ottawa agrees with the extract of the OEB's interim
3 order, provided as Reference 1, that the subject property is already in the Hydro
4 Ottawa service area. In providing this confirmation, please consider Reference 2 and
5 3 of Hydro Ottawa's evidence in this proceeding.
6
7 b) Please confirm that the Subject Area provided in Reference 4 does not currently
8 entirely fall within the service territory of Hydro Ottawa.
9

10
11 **HONI-6:**

12
13 **Topic:**

14 Comparison of OTC
15

16 **Reference:**

- 17 1. "An additional capital contribution in the amount of \$16,950 and a performance security
18 per section 7 in the amount of \$791,000 for Hydro Ottawa's work as set out in section
19 1 and Appendix A." – HOL Letter & Contested SAA, Attachment F. Section 6.1 –
20 September 2, 2022
21
22 2. "The connection costs are currently estimated to be \$700,000 for system expansion
23 and \$15,000 for connection assets. The customer will only be responsible for the
24 \$15,000 in connection costs as the future revenue is forecast to more than offset the
25 expansion costs". – HOL Letter & Contested SAA, Section 7.2.1(c) – September 2,
26 2022
27
28 3. "Once the facilities are energized and subject to sections 3.2.22 and 3.2.24, the
29 distributor shall annually return the percentage of the expansion deposit in
30 proportion to the actual connections (for residential developments) or actual
31 demand (for commercial and industrial developments) that materialized in that year
32 (i.e., if twenty percent of the forecasted connections or demand materialized in that
33 year, then the distributor shall return to the customer twenty percent of the
34 expansion deposit). This annual calculation shall only be done for the duration of
35 the five-year customer connection horizon. **If at the end of the customer
36 connection horizon the forecasted connections (for residential
37 developments) or forecasted demand (for commercial and industrial
38 developments) have not materialized, the distributor shall be allowed to
39 retain the remaining portion of the expansion deposit"** (emphasis added).
40 Distribution System Code, Section 3.2.23.

1 **Interrogatory:**

- 2 a) With respect to Reference 1, what does Hydro Ottawa mean by “An additional capital
3 contribution”?
4
- 5 b) Please confirm that the Developer will need to pay the performance security of
6 \$791,000 documented in Reference 2. Furthermore, please confirm that the Developer
7 may be required to pay interest (at rates which are increasing) and any other banking
8 costs associated with a letter of credit needed for this purpose until the load forecast
9 is fulfilled. Please opine on why it is in the best interest of the Developer (the
10 connecting Customer) to add this additional financial burden vis-à-vis Hydro One’s
11 comparative cost?
12
- 13 c) With respect to References 2 and 3, please provide Hydro Ottawa’s policy on the
14 return of any remaining portion of a customer’s performance security deposit should
15 their forecast load not fully materialize within five years of project energization.
16
- 17 d) With respect to References 2 and 3, please state Hydro Ottawa’s intention in respect
18 of any remaining portion of this connecting customer’s performance security deposit
19 and the implications for the connecting customer if their load does not fully materialize
20 as contemplated within five years of project energization.
21

22 **HONI-7:**

23
24 **Topic:**

25 Timing of Hydro Ottawa’s Offer to Connect
26

27 **Reference:**

- 28 1. “The customer did not formally request a connection from Hydro Ottawa. Hydro Ottawa
29 and Hydro One met with the customer on April 29, 2022 to explain the SAA process
30 and subsequently Hydro Ottawa requested project documentation. In follow-up to this
31 meeting, the customer submitted their documents to Hydro Ottawa on May 20, 2022
32 in order for Hydro Ottawa to prepare a connection offer. This same date, Hydro Ottawa
33 contacted the customer to confirm receipt of the documents and discuss the
34 information provided to incorporate into Hydro Ottawa’s connection offer.” – HOL
35 Letter & Contested SAA, Attachment 1, p.2 – September 2, 2022
36
- 37 2. Chronology of events - HOL Letter & Contested SAA, Section 7.0, pp. 2-4 – September
38 2, 2022
39
- 40 3. HOL Letter & Contested SAA, Attachment E – September 2, 2022

1 **Interrogatory:**

2 a) With respect to Reference 1 and 2, if Hydro Ottawa was determined to supply the
3 customer, why did Hydro Ottawa not:

4
5 i. more vigorously pursue the required documentation from the Developer
6 throughout the Fall of 2021 and into 2022, especially knowing after Dec. 17,
7 2021, that Hydro One wished to serve the Customer and also that there was
8 some urgency to settle the issue well before October of this year?

9
10 ii. request Hydro One's estimate for upgrading existing Hydro One distribution
11 poles (to enable Hydro Ottawa to develop their own estimate) earlier than late
12 June, 2022?

13
14 b) Reference 3 reads that Hydro One's understanding is "that Hydro Ottawa would be
15 **consenting** to the SAA". Therefore, with respect to Reference 2 and Reference 3, why
16 then, does Hydro Ottawa provide as evidence that this "email clearly indicated that
17 Hydro One was aware that Hydro Ottawa would be **contesting** the SAA", when the
18 referenced email does not indicate that therein?

19
20 **HONI-8:**

21
22 **Topic:**

23 Protecting the interest of the Customer

24
25 **Reference:**

26 1. Chronology of events - HOL Letter & Contested SAA, Section 7.0, pp. 2-4 – September
27 2, 2022

28
29 2. "All communications on the future (permanent) serving of 626 Principale Street has
30 been with the developer. Upon being advised by the municipality (May 31, 2021) that
31 a new facility was going to be developed at 626 Principale Street, Hydro Ottawa
32 reached out to the developer on June 8, 2021 and Hydro One on June 9, 2021. On
33 June 11, 2021, Hydro Ottawa provided the customer with supply information. A
34 meeting with the developer, Hydro One and Hydro Ottawa was held on April 29, 2022
35 to provide information on the SAA process and with the respective information
36 requirements." - HOL Letter & Contested SAA, Attachment 1, pp. 2-3 – September 2,
37 2022

38
39 3. "Hydro Ottawa was first approached by the municipality of Casselman on May 31,
40 2021. Subsequently, Hydro Ottawa reached out to the developer, acting for the
41 customer on June 8, 2021. Hydro Ottawa advised Hydro One about the development
42 on June 9, 2021 to ensure both parties could supply an offer to connect should that be

1 the result of further analysis. Hydro Ottawa was not initially provided the required
2 servicing documents from the customer.” – HOL Letter & Contested SAA, Attachment
3 1, p. 2 – September 2, 2022
4

5 **Interrogatory:**

- 6 a) With respect to Reference 1,2 and 3,what was Hydro Ottawa’s understanding of the
7 final customer’s supply needs after reaching out to the Developer acting for the final
8 customer on June 8, 2021?
9
- 10 b) Was the supply information provided to the Developer on June 11, 2021 limited to the
11 one-line description on p. 2 of the SAA, or was there other information respecting the
12 requirements for a permanent connection? Please provide the information which was
13 sent to the Developer.
14
- 15 c) Did either the Developer or the final customer respond to Hydro Ottawa?
16
- 17 d) What was the response to that information? Please provide.