Attachment 6a

EX16.18

Executive Compensation Disclosure

Agency / Corporation: Toronto Hydro

2019

Position Title	Name	Base Salary	Other Payments (Bonus / Performance Pay / Incentive Program)	Benefits	Perquisite Expenses	Total Compensation
President and Chief Executive Officer*	Anthony Haines	624,954	626,925	11,628	5,701	1,269,208
Executive Vice-President and Chief Financial Officer*	Aida Cipolla	279,321	165,760	13,238	-	458,319
Executive Vice-President and Chief Engineering and Construction Officer*	Dino Priore	415,095	264,028	5,873	-	684,996
Executive Vice-President and Chief Customer Care and Electric Operations Officer*	Ben La Pianta	411,344	262,256	8,843	-	682,443
Executive Vice-President, Public and Regulatory Affairs and Chief Legal Officer*	Amanda Klein	300,971	180,837	8,611	-	490,419

*Named Executive Officers (NEOs): the Annual Information Form, which is a publicly disclosed document, requires disclosure of five highest earning officers inclusive of CEO and CFO. This information is disclosed in Section 12 of the Annual Information Form for the year ended December 31, 2019.

Retirement Allowances and Termination Payments as sited in AIF, 'Part 12 - Executive Compensation':

Mr. Haines is the only NEO entitled to a retirement allowance, which is calculated based on completed years of service and are payable in the form of lump-sum cash payments following Mr. Haines' termination (without cause) or retirement from the Corporation.

Under the terms of Mr. Haines' existing retirement allowance (the "Existing Allowance"), if Mr. Haines is terminated (without cause) or retires from the Corporation during 2020, he will receive a $875,000 retirement allowance. The maximum Existing Allowance payable to Mr. Haines is $1,000,000, which Mr. Haines will earn if he remains in active service for the Corporation until December 31, 2020. In the event that Mr. Haines becomes permanently disabled while in active service for the Corporation, he will be deemed to remain in active service for the Corporation until December 31, 2020, at which point he will be considered to have retired and earned the maximum Existing Allowance of $1,000,000. In the event of the death of Mr. Haines while in active service for the Corporation, the Existing Allowance which Mr. Haines would have earned as of the date of his death will be paid to his designated beneficiary or to the legal representative of Mr. Haines' estate.

As part of his compensation package, Mr. Haines also participates in the OMERS defined benefit pension plan. See "Pension Plan" above in section 12.3(b)(iv). OMERS made significant unilateral changes to its defined benefit pension plan that significantly reduce the value of Mr. Haines' pension benefit under the OMERS pension plan. In order to mitigate the impact of these changes in a manner consistent with the terms of his existing employment relationship with the Corporation, the Corporation has awarded Mr. Haines a second retirement allowance (the "Second Allowance"). Under the terms of the Second Allowance, if Mr. Haines is terminated (without cause) or retires from the Corporation during 2020, he will receive a $1,200,000 retirement allowance. The amount of the Second Allowance payable to Mr. Haines will thereafter be increased by an additional $225,000 per year (from 2020 to 2021) for each full calendar year of service completed. The maximum Second Allowance payable to Mr. Haines is $1,650,000, which Mr. Haines will earn if he remains in active service for the Corporation until December 31, 2021. In the event that Mr. Haines becomes permanently disabled while in active service for the Corporation, he will be deemed to remain in active service for the Corporation until December 31, 2021, at which point he will be considered to have retired and earned the maximum Second Allowance of $1,650,000. The provisions relating to entitlement on death are identical to those established for the Existing Allowance.

Termination Payments

Mr. Haines has entered into an agreement with the Corporation which provides for certain payments upon termination.
If the employment of Mr. Haines is terminated without cause by the Corporation, then Mr. Haines is entitled to a payment equal to 24 months of base salary and performance pay that would have been paid had he continued to work for 24 months (approximately $2,436,087 as at December 31, 2019), with the performance pay calculated based on the average annual performance pay earned by Mr. Haines during the 3 years preceding the date of termination. Mr. Haines would also be entitled to continued group health and dental benefit coverage for a period of 24 months from the date of termination.