

# **Appendix D to Kingston Hydro's Conditions of Service**

## **Sample Connection Agreements**

**Version 2.6 – July 20<sup>th</sup>, 2009**

## **Introduction**

The following connection agreements represent typical agreements Kingston Hydro may enter into with customers as a condition of providing connections to the electricity distribution system. Under some circumstances consideration may be given to making modifications appropriate for the specific operating scenarios of the customer making the request.

There are two steps to the Kingston Hydro's process of securing connection agreements with its customers: The Offer to Connect and the Connection Agreement.

The *Offer to Connect* will include a "Service Layout" that provides a diagram of the proposed connection, identifies demarcation points, describes the service location, identifies any overhead or underground components of the connection, outlines the service size and relevant component specifications, shows the customer's info, outlines the connection costs, and may also contain information regarding the capital contribution required from the customer (if applicable). See Appendix A for more information about Offers to Connect.

Kingston Hydro will typically offer 3 types of connection agreements:

For smaller residential or commercial customers with standard connection requests, a connection agreement may consist of the Offer to Connect, and a reference to our Conditions of Service.

For more complex connections, an agreement may consist of the Offer to Connect, our Supplemental General Terms and Conditions and reference to Kingston Hydro's Conditions of Service for further terms and conditions of service,

For customers requesting connections to the distribution system at greater than 5kV, an agreement in addition to the standard terms and conditions may be required. In this case, the Offer to Connect, Standard Terms and Conditions with reference to the Conditions of Service, our Supplemental General Terms and Conditions and/or a Supplementary Supply Agreement with specific terms and conditions shall form the contents of the Connection Agreement.

A sample of our Supplemental General Terms and Conditions along with a typical Supplementary Supply Agreement are contained in this appendix.



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Phone: 613.544.1181  
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## Supplemental General Terms & Conditions for Connection

This connection agreement conforms to the Distribution System Code and to Kingston Hydro's "Conditions of Service"

### Contact Information

Customer Name: \_\_\_\_\_

Customer Class: \_\_\_\_\_

Customer Account #: \_\_\_\_\_

Service Address and Postal Code: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Billing Address and Postal Code: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Customer Contact Information:

Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Email: \_\_\_\_\_

The Customer agrees to abide by Kingston Hydro's Conditions of Service, in effect and as amended from time to time.

The Customer further agrees to:

1. Pay Kingston Hydro for the distribution services used by the Customer at the location covered by this connection agreement from the date herein until such time as the customer cancels its service by notifying Kingston Hydro as per its Conditions of Service.
2. To commence payment in accordance with the approved rates prescribed based on the appropriate customer class rating of its connection, on or before the due date shown on the first account rendered, and thereafter to pay all accounts either monthly or bi-monthly as specified.

## **General Terms and Conditions**

### **Space & Access**

The customer agrees to provide suitable space for Kingston Hydro's meters, wires, and, where necessary, poles, cables, transformers, seals, and all other appliances and equipment on the said premises and further agrees that no one who is not an agent of Kingston Hydro shall be permitted to remove, inspect or tamper with the same. Authorized agents of Kingston Hydro shall have reasonable access to the said premises for the purpose of reading, examining, preparing, or removing Kingston Hydro's meters, wires, poles, cables, transformers and other appliances and equipment and for the inspection of all the customer's appliances and wiring.

### **Responsibility for Equipment**

Meters, wires, poles, cables, transformers and other appliances and equipment owned by Kingston Hydro on the said premises shall be in the care and risk of the customer. If destroyed or damaged by fire or any other cause whatsoever, other than ordinary wear and tear, the customer shall pay to Kingston Hydro the value of such meters, wires, poles, cables, transformers and other appliances and equipment, or the cost of repairing or replacing the same.

### **Disconnection**

The customer hereby expressly authorizes and empowers Kingston Hydro and Kingston Hydro's option to remove the meters, wires, poles, cables, transformers and other appliances and equipment installed on the customer's premises at Kingston Hydro's expense and to discontinue the supply of electricity and terminate this agreement whenever the customer's account for the service is in

arrears, or upon any violation by the customer of any of the general terms and conditions or Kingston Hydro's Conditions of Service.

### **Reliability**

Kingston Hydro agrees to use reasonable diligence in providing a regular and uninterrupted service but does not guarantee a constant service or the maintenance of unvaried frequency of voltage and will not be liable in damages to the customer by reason of any failure in respect thereof. It is the customer's responsibility to provide for the protection of this equipment from voltage variations, transient operations, and single phasing.

### **Conditions of Service**

The customer must be supplied with electrical energy at the location provided for under this agreement according to Kingston Hydro's Conditions of Service.

### **Binding**

This agreement shall not be binding upon Kingston Hydro until accepted by a designated agent of Kingston Hydro and shall not be modified or affected by any promise, agreement, or representation by any agent or employee of Kingston Hydro unless incorporated in writing into this agreement before such acceptance by Kingston Hydro's designated agent.

### **Maintenance Requirements**

The customer shall maintain the connection and associated installations in efficient condition with proper devices, according to the requirements and rules of the Electrical Safety Authority (ESA). If the electrical installation is found to be inadequate, the supply of electricity shall be suspended until such time as the proof of the above requirements for ESA inspection and approval of the customer's installation is provided to Kingston Hydro.

### **Security Deposit**

Kingston Hydro reserves the right to require security for payment of future charges in compliance with Kingston Hydro's Conditions of Service.

### **Termination**

This agreement shall continue in force until terminated by notice in writing given by either party hereto thirty days in advance of termination.

### **Successors**

It is agreed that the signatures of the parties hereto shall be binding upon their successors or assigns and that the vacating of the premises herein named shall not release the customer from this agreement except at the option and by written consent of Kingston Hydro.

**Approval of Equipment**

All electrical and mechanical equipment such as motors and welders used by the customer shall be subject to the reasonable approval of Kingston Hydro and the customer shall take and use the electrical energy provided under this agreement in a manner so as not to endanger any portion of the distribution system or other apparatus owned and/or operated by Kingston Hydro or to cause any wide or abnormal fluctuations of Kingston Hydro's distribution system voltage, frequency, or other distribution system tolerances. Where practical, equipment with the highest power factor should be chosen and motors should be sized to match the load. Equipment performance characteristics shall be in accordance with Kingston Hydro's Conditions of Service.

**Fire or Other Casualty**

In case fire or other casualty occurs in said premises, rendering the premises wholly unfit for occupancy, the supply of electricity shall thereupon be suspended until such time as the electrical wiring and equipment of the customer has been repaired and approved for use by the ESA.



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## Supplementary Supply Agreement



P.O. Box 790  
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Phone: 613.544.1181  
Fax: 613.542.1463

## SUPPLY AGREEMENT

Between

Kingston Hydro

And

[customer] “the Customer”

[date]

It is mutually agreed by both parties that all conditions and policies as outlined herein will take effect on the DATE and be binding on both parties.

Revision	A	B	C	D	E	F	G
Date							

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## **1 INTRODUCTION**

Receipt of a written request from a customer for connection to the electricity distribution system will be acknowledged in writing.

This Supply Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein.

Failure or delay by Kingston Hydro in enforcing any right under, or provision of this Connection and Supply Agreement, shall not be deemed a waiver of such provision or right with respect to the instant, or any previous, or subsequent, breach.

The customer shall provide access at all reasonable times to the Property and any other property owned by the Customer for purposes of performing the services as set forth in this Supply Agreement.

Kingston Hydro warrants that services it provides are in accordance with good utility practice.

The customer agrees to abide by Kingston Hydro's Conditions of Service, in effect and as amended from time to time.

Kingston Hydro may require the customer to operate a secondary main disconnect switch at its own cost in order to allow for work to be performed on the distribution system. The customer will be notified of the need to operate this switch with as much notice as possible, but it is acknowledged that advance notice may not be possible in the case of an emergency situation.

The customer further agrees to pay Kingston Hydro for connection costs described in the letter dated \_\_\_\_\_ referred to herein as the "Offer to Connect".

## **2 DEFINITIONS**

### **2.1 Ontario Energy Board**

The Ontario Energy Board (OEB) is a Crown corporation responsible for regulating natural gas and electricity utilities in the province of Ontario, Canada.

### **2.2 Local Distribution Company**

The Local Distribution Company (LDC) is licensed by the OEB to distribute and retail power in accordance with the Distribution System Code and Retail Settlement Code. Kingston Hydro Corporation (Kingston Hydro) is the licensed LDC for this connection agreement.

### **2.3 Condition Guarantee**

A Condition Guarantee is a formal guarantee issued in support of a Work Permit guaranteeing that apparatus or devices under the control of the issuer have been placed and will remain in a fixed condition. A Condition Guarantee must never be issued in place of a Work Permit, because it does not, of itself, guarantee a safe work condition.

### **2.4 Conditions of Service**

The OEB Distribution System Code requires that every local electricity distributor maintain a Conditions of Service document. The purpose of this document is to communicate the

terms and conditions of electricity service for the various types and levels of services available within a distributor's territory. Kingston Hydro's Conditions of Service contains terms and conditions of the electricity service requested by the customer that are supplemented by this Connection and Supply Agreement. The most recent version of Kingston Hydro's Conditions of Service is available at [www.utilitieskingston.com/electric](http://www.utilitieskingston.com/electric)

**2.5 Distribution Line**

A distribution line is any electrical power line operating at a nominal voltage of 15 kV or less (phase to neutral).

**2.6 Sub-transmission**

Sub-transmission refers to Kingston Hydro's 44 kV, (44 kV phase to phase), three phase, three wire electrical power distribution system.

**2.7 Distribution Feeder**

A distribution feeder is any electrical power line operating at a nominal voltage of 50 kV or less (phase to neutral). Kingston Hydro employs both 5kV and 13.8 kV Distribution Feeders.

**2.8 Property**

"Property" means the lands municipally known as [address], Kingston, Ontario.

**2.9 Utility Work Protection Code**

Utility Work Protection Code "A Code to Live" is published periodically by the Electrical & Utilities Safety Association of Ontario (E&USA) and its ultimate goal is to establish conditions which, when combined with appropriate work practices, procedures and work methods, will provide workers with a safe work area when working on the local distribution system. It is Kingston Hydro's policy to follow the Utility Work Protection Code. The following definitions are taken from this code:

**2.9.1 Controlling Authority**

The "Controlling Authority" has the authority to perform, direct or authorize the operation of Apparatus in a specified manner. Utilities Kingston is the Controlling Authority.

**2.9.2 Issuing Authority**

The "Issuing Authority" has the authority to issue Work Permits for the local distribution system in accordance with the Utility Work Protection Code. Utilities Kingston is the Issuing Authority. For the purposes of this agreement, the Controlling and Issuing Authority are the same.

**2.9.3 Operating Control**

"Operating Control" is that control exercised by the Controlling Authority. Operating Control is NOT synonymous with ownership.

#### **2.9.4 Holder**

The Holder is the person who has accepted the Work Permit or Supporting Guarantee and therefore has attained working and/or testing rights for the work group.

#### **2.9.5 Agent**

An “Agent” is a person used to perform operations under the direction of the Controlling Authority.

#### **2.9.6 Work Permit**

A “Work Permit” is a written guarantee that an isolated (and in some instances isolated and de-energized) condition has been established for work and will continue to exist, except for authorized tests.

#### **2.9.7 Supporting Guarantee**

A Supporting Guarantee is a guarantee issued in support of a Work Permit(s) and/or another Supporting Guarantee(s). It certifies that an isolated or isolated and de-energized condition exists at points under the control of the Issuer of the Supporting Guarantee. Refer to the E&USA Utility Work Protection Code for further details.

#### **2.9.8 Apparatus**

“Apparatus” is considered to be all non-portable devices used in the supply and distribution of electric power.

#### **2.9.9 Hold-Off**

'Hold-off' is a formal procedure to limit the operation of apparatus in order to facilitate work or reduce work hazards. The prospective Holder will contact the Controlling Authority requesting an assurance that a specified device(s) will not be operated to re-energize apparatus that has been removed from service automatically. Under no circumstances will a Hold-Off be issued in place of a Work Protection.

### **3 ASSIGNMENT OF CONTROL RESPONSIBILITY**

In the operation and maintenance of a power system, specific responsibilities must be clearly defined to ensure prompt and efficient operation under all circumstances. To ensure safety, Operating Control of Apparatus must be assigned to a specific authority and this authority is non-transferable, except in those cases where such a transfer would be of a permanent nature and authorized by the Kingston Hydro.

#### **3.1 Utilities Kingston Operating Control**

For the purposes of this agreement Kingston Hydro delegates Operating Control to Utilities Kingston for the following interface switches and transformer fuses that may be owned by the Customer. These switches include \_\_\_\_\_ and associated fusing.

### **3.2 Ownership and De-marcation**

Both Kingston Hydro and the customer recognize that all conductors, equipment (except Kingston Hydro's metering equipment) and civil structures on the customer's properties, including the connections to Kingston Hydro's distribution lines, are owned by the customer. The de-marcation point for ESA inspection purposes is the line side of the \_\_\_\_kV interface switches called \_\_\_\_\_.

### **3.3 Responsibility for Equipment**

Meters, wires, cables, transformers and all other appliances and equipment of Kingston Hydro on the customer's premises shall be in the care and at the risk of the customer and if destroyed or damaged by fire or any other cause whatsoever other than ordinary wear and tear, the customer shall pay to Kingston Hydro the value of such meters, wires, cables, transformers, appliances and equipment, or the cost of repairing or replacing same.

## **4 MAINTENANCE RESPONSIBILITIES**

### **4.1 Maintenance Work**

The Customer will perform all necessary maintenance to the satisfaction of Utilities Kingston as required to maintain the integrity of all Apparatus owned by Customer that are governed by this agreement. Copies of all maintenance reports relevant to the utility interface control equipment will be forwarded to Utilities Kingston. Utilities Kingston agrees to maintain and control the customer owned section of powerline from the line side of the Customer owned switches to the point of attachment on the street side to satisfy ESA requirements. The Customer shall be responsible for all reasonable costs associated with maintaining the customer owned section of powerline.

### **4.2 Emergency Work**

During emergency conditions, Utilities Kingston will take the necessary steps to restore or maintain power as expeditiously as possible.

### **4.3 Utility Switching Costs**

Utilities Kingston may be requested by the Customer to perform switching on their apparatus to accommodate required maintenance or emergency repairs. In these situations Utilities Kingston will be compensated for associated costs.

***Such charges are subject to change and will be based on the latest revision of the Utilities Kingston Master Fee Schedule. Utilities Kingston will advise the Customer of charges prior to commencing work except in the case of emergencies or exceptional circumstances.***

## **5 WORK CO-ORDINATION**

5.1 Timely exchange of information on upcoming work is essential for proper co-ordination with other work programs. The Utilities Kingston, the System Operator, will co-ordinate requests into their planned work programs.

- 5.2 From time to time Utilities Kingston schedules power outages for maintenance and upgrades to KINGSTON HYDRO's sub-transmission and distribution systems. If the customer requests this work be done at times other than those planned by Utilities Kingston, the customer will be responsible for all extra costs, including overtime, to complete the work.
- 5.3 Utilities Kingston and the Customer will inform each other at least two (2) working days in advance of any planned work which could have an effect on the other's operation. Discussion in detail should be carried out at this advance date. 'On-site' discussions will be held as required.
- 5.4 Switching will normally be carried out on equipment by the authority having Operating Control of the equipment in question. If it is advantageous to use an Agent for switching, then the orders to carry out the switching must originate with the Controlling Authority for the equipment.
- 5.5 Work Protections will normally be issued by the authority on apparatus under their control. When required, the other authority will issue a supporting Condition Guarantee.

## 6 EMERGENCY OPERATION - RESPONSIBILITIES AND COOPERATION

- 6.1 Utilities Kingston will respond to all emergency situations. The following are the parties' respective contact representatives:

Company	Contact	Telephone	Fax
Utilities Kingston	System Operator	613-546-1181	613-546-6144
[Customer]	[contact]	[phone]	[fax]

Either party may change the contact information above by providing written notice of changes of the same to other party.

## 7 ACCESS TO CUSTOMER PREMISES AND REPORTING

- 7.1 When Utilities Kingston personnel wish to enter the customer's property, prior arrangements will be made by Utilities Kingston with the Customer except in the case of emergency. For the purpose hereof, Property does not include the building premises located thereon.
- 7.2 Upon arrival and when leaving Customer's Property, Utilities Kingston personnel must notify Customer.

## 8 POWER QUALITY / EQUIPMENT APPROVAL

The customer agrees to ensure all electrical and mechanical equipment, such as motors and welders, shall be subject to the reasonable approval of Kingston Hydro and the connection of the equipment will not cause interference with the electricity supply to other customers. The customer shall also take and use the electrical energy as not to endanger the apparatus of Kingston Hydro or cause any wide or abnormal fluctuations of its line voltage. Where practical, equipment with the highest power factor should be chosen and motors should be sized to match the load. Equipment performance characteristics shall be in accordance Kingston Hydro's Conditions of Service. The customer may be required at Kingston Hydro's discretion to install power filters to remove electrical noise interfering with the electricity supply.

**9 REVISIONS**

From time to time, revisions to the appendices of this Supply Agreement can be revised without re-issuing the complete Supply Agreement. The parties shall initial and date any such revisions.

**10 TERMINATION**

Each of the following shall constitute an event of default

- the Customer fails to make any payment due under this Supply Agreement.
- the Customer fails to comply with any other covenant or obligation set forth in this Supply Agreement and such failure has not been remedied (where it is possible to remedy such action) within 15 days of the initial failure to perform.

**11 INDEMNITY**

The Customer shall indemnify and save harmless Kingston Hydro and Utilities Kingston against all actions, causes of action, suits, claims and demands whatsoever, which may arise either directly or indirectly by reason of construction, maintenance or repairs related to the Project. The Customer shall ensure that Kingston Hydro and Utilities Kingston are “additionally insured” on the Customer’s liability insurance policy – proof of this insurance to be forwarded to Utilities Kingston. Utilities Kingston acknowledges this will be implemented in the context of the Customer’s self insurance program.

**12 DAMAGES TO THE ELECTRICAL DISTRIBUTION SYSTEM**

*The cost of repairing any damage whatsoever caused to the electrical distribution system by the Customer, will be billed to the Customer.*

*Where possible, the Customer or his agents will be notified of any damage caused prior to their repairs being carried out so that they may observe the nature of the damage. In the instances where Utilities Kingston is unable to contact the Customer (or agents), for example, at night, weekends or holidays, repairs will be carried out to restore service, but written notification of said damage and repairs will be given immediately, so that the Customer will be aware of a forthcoming charge.*



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### 13 BINDING EFFECT

This Agreement shall enure to the benefit of and shall be binding upon the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

IN WITNESS WHEREOF this Agreement has been executed.

For Kingston Hydro:

\_\_\_\_\_  
Name:  
Title:  
Date:

\_\_\_\_\_  
Name:  
Title:  
Date:

(I/we have the authority to bind the company)

For the Customer:

\_\_\_\_\_  
Name:  
Title:  
Date:

\_\_\_\_\_  
Name:  
Title:  
Date:

(I/we have the authority to bind the company)