

<p style="text-align: center;"><b>Newmarket-Tay Power Distribution Ltd.</b></p> <p style="text-align: center;"><b>Conditions of Service</b></p>	<p><b>Number:</b> NT POWER COS-210-00</p> <p><b>Issue Date:</b> JULY, 2007</p>
<p style="text-align: center;"><b>Connections</b></p>	<p><b>Next Review Date:</b> FEBRUARY, 2020</p>

### 1. Preamble

Under the terms of the *Ontario Energy Board Distribution System Code (OEB DSC)* Section 3.1, Newmarket-Tay Power Distribution Ltd. (NT POWER) has the obligation to either *connect* or to make an offer to *connect* any *Applicant* that lies in its *service area*.

### 2. Initial Applicant Contact and Required Information

The *Applicant* or its representative shall consult with NT POWER concerning the availability of *distribution services*, the *supply voltage*, service location, metering, and any other details. These requirements are separate from and in addition to those of the *Electrical Safety Authority*. NT POWER will confirm, in writing, the characteristics of the *distribution services*.

The *Applicant* or its authorized representative shall apply for new or upgraded *distribution services* and/or *temporary services* in writing. The *Applicant* is required to provide NT POWER with sufficient lead-time in order to ensure:

- (a) the timely provision of services to new and upgraded *buildings*;
- (b) the availability of adequate capacity for additional loads to be *connected* in existing *buildings*; and
- (c) refer to NT POWERCOS-210-02 "Expansions / Offer to Connect".

The arrangements for servicing shall be coordinated and approved by the Town of Newmarket or the Township of Tay or the Town of East Gwillimbury Public Utilities Coordinating Committee where applicable.

Special application requirements for proposed embedded generation facilities are contained in NT POWERCOS-350-01 Embedded Generation.

### 3. NT POWER Response Timing

NT POWER shall make every reasonable effort to respond promptly to an *Applicant's* request for *connection*. NT POWER shall respond to an *Applicant's* written request within 15 calendar days of receipt. NT POWER will make an offer to *connect* within 60 calendar days of receipt of the written request, unless other necessary information is required from the *Applicant* before the offer can be made.

NT POWER shall make every reasonable effort to respond promptly to a *generator's* request for *connection*. In any event, NT POWER shall comply with the provisions in the *OEB DSC* Section 6.2 and the *OEB DSC* Appendix F.1.

NT POWER shall make every reasonable effort to respond promptly to another *distributor's* request for *connection*. NT POWER shall provide an initial consultation with another *distributor* regarding the *connection* process within thirty (30) days of receiving a written request for *connection*. A final offer to *connect* the *distributor* to NT POWER's *distribution system* shall be made within ninety (90) days of receiving the written request for *connection*, unless other necessary information outside of NT POWER's control is required before the offer can be made.

#### 4. Connection Agreement

NT POWER, in its discretion, may require an *Applicant* or *distributor* to enter into a *Distribution Services Agreement* with NT POWER including terms and conditions in addition to those expressed in this *Conditions of Service*. Refer to the sample in NT POWERCOS-500 Appendices I and J.

NT POWER, in its discretion, will require a *generator* to enter into a *Connection Agreement* and, if required, an *MSP Agreement* with NT POWER including terms and conditions in addition to those expressed in this *Conditions of Service*. Refer to the sample in NT POWERCOS-500 Appendices K and L, and *OEB DSC* Appendix E.

#### 5. Special Equipment

If special equipment is required or equipment delivery problems occur, then longer lead times may be necessary. NT POWER will notify the *Applicant* of any extended lead times.

#### 6. Extenuating Circumstances

In addition to any other requirements in this *Conditions of Service* document, the supply of *distribution services* is conditional upon NT POWER being permitted and able to provide such *distribution services*, obtaining the necessary apparatus and material, and constructing works to provide the *distribution service*. Should NT POWER not be permitted, or be able to do so, it is under no responsibility to the *Applicant* whatsoever and the *Applicant* releases NT POWER from any liability in respect thereto.

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