

<p>Newmarket-Tay Power Distribution Ltd.</p> <p>Conditions of Service</p>	<p>Number: NT POWER COS-210-07</p> <p>Issue Date: July 2007</p> <p>Next Review Date: February, 2015</p>
<p>Contracts</p>	

1. Preamble

Newmarket-Tay Power Distribution Ltd. (NT POWER) has various contracts to deal with *Applicant* and *Consumer* relationships. This includes implied contracts.

2. Contract for New or Modified Services

NT POWER shall only *connect* an *Applicant's building* for a new or modified service upon receipt by NT POWER of a completed and signed *Distribution Services Agreement*, payment to NT POWER of any applicable Connection Fees, and/or capital contribution, and an inspection and approval by the *Electrical Safety Authority* of the *electrical service*. There is a separate *Distribution Services Agreement* for *residential service* and for *general service Consumers*.

3. Implied Contract

In all cases, notwithstanding the absence of a written contract, NT POWER has an implied contract with any *Consumer* that is *connected* to NT POWER's *distribution system* and receives *distribution services* from NT POWER. The terms of the implied contract are embedded in NT POWER's *Conditions of Service*, NT POWER's rate schedules, NT POWER's licence and the *Ontario Energy Board's Distribution System Code* and *Rate Handbook*, as amended from time to time.

Any *Person* who takes or uses *distribution services* from NT POWER shall be liable for payment for such. Any implied contract for the supply of *distribution services* by NT POWER shall be binding upon the heirs, administrators, executors, successors or assigns of the *Person* who took and/or used *distribution services* supplied by NT POWER.

4. Special Contracts

Special contracts that are customized in accordance with the service requested by the *Consumer* normally include, but are not necessarily limited to, the following examples:

- construction sites
- residential subdivisions
- mobile facilities
- non-permanent structures

- special occasions, etc.
- generation

5. Payment by Owner

The owner of a *building* is responsible for paying for the supply of *distribution services* by NT POWER to the owner's *building*, except for any supply of *distribution services* to the *building* by NT POWER in accordance with a signed *Distribution Services Agreement* by a *Consumer* of the *building*.

A *building* owner wishing to *disconnect* the supply of *distribution services* to its *building* must notify NT POWER in writing. Until NT POWER receives such written notice from the *building* owner, the *building* owner or the *Consumer*, as applicable, shall be responsible for payment to NT POWER for the supply of *distribution services* to such *building*. An *Ontario Energy Board* approved *rate* will apply for the *disconnection* of the *distribution services*. An *Electrical Safety Authority* inspection may be required, at the cost of the owner, before the *building* may be reconnected. NT POWER may refuse to *disconnect* the supply of *distribution services* to an owner's *building* in special circumstances.

6. Opening and Closing of Accounts

A *Consumer* who wishes to open or close an account for the supply of *distribution services* by NT POWER shall contact NT POWER.

A *Consumer* who wishes to purchase services from a *retailer* must notify NT POWER in accordance with the *Ontario Energy Board Retail Settlement Code* Section 10.5.3. Until NT POWER receives such notice from the *Consumer* or its authorized *retailer*, the *Consumer* shall be responsible for payment to NT POWER for the supply of *distribution services* to the *Consumer*.

7. Contracts and Agreements

As outlined in NT POWERCOS-500, Appendices, the following agreements and contracts are listed:

- **Appendix D** – Construction Subdivision Agreement
By Developer-Residential Subdivision
- **Appendix E** – Construction Subdivision Agreement
By Developer-Residential Site Plan
- **Appendix F** – Construction Subdivision Agreement
By Distributor-Residential Subdivision
- **Appendix G** – Construction Subdivision Agreement
By Distributor-Residential Site Plan
- **Appendix H** – Construction Agreement
By Distributor – General Service Subdivision (N/A at this time)
- **Appendix I** – Distribution Services Agreement for Residential

- **Appendix J** – Distribution Services Agreement for General Service
- **Appendix K** - Embedded Generation Agreement(s)
 - Connection Agreement
- **Appendix L** - Embedded Generation Agreement(s)
 - Settlement Agreement
- **Appendix M** - Embedded Market Participant Agreement (N/A at this time)
- **Appendix N** – Unmetered Connections Agreement (N/A at this time)
- **Appendix O** – Service Agreement for a Retailer
- **Appendix T** - Residential Payment Plan Options and Credit Authorization

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