

**Annexe
Droits d'accès**

Distributeur	Fondement	Modalités
Newfoundland Power	<p><i>Rates, Rules and Regulations</i>, en vigueur le 1^{er} juillet 2013, en ligne : Scribd.com <http://fr.scribd.com/doc/186628133/Newfoundland-Power-Fortis-Schedule-of-Rates-Rules-and-Regulations-effective-July-1-2013>, art. 13</p>	<p>PROPERTY RIGHTS:</p> <p>(a) The Customer shall provide the Company with space and cleared rights-of-way on private property for the line(s) and facilities required to serve the Customer.</p> <p>(b) The Company shall have the right to install, remove or replace such of its property as it deems necessary.</p> <p>(c) The Customer shall provide the Company with access to the Served Premises at all reasonable hours for purposes of reading a meter or installing, replacing, removing or testing its equipment, and measuring or checking the connected load.</p>
Nova Scotia Power	<p><i>Tariffs and Regulations</i>, approuvés par le Nova Scotia Utility and Review Board le 1^{er} janvier 2013, art. 2.6, en ligne : Nova Scotia Power <http://www.nspower.ca/site-nsp/media/nspower/NSPower.Regulations.2013(Update).pdf>.</p>	<p>Line and service extensions shall be erected and owned by the Company. Where it is necessary to build on private property other than the customer's property, the customer is responsible for obtaining a registerable right-of-way in the Company's name and in a form satisfactory to the Company. Where it is necessary to build on the customer's property, the customer must grant to the Company a registerable easement in a form satisfactory to the Company.</p> <p>In all cases involving private property, the customer is responsible for having the right of-way suitably cleared of trees, bushes and undergrowth to the Company's satisfaction.</p>
Énergie Nouveau-Brunswick	<p><i>Loi sur l'électricité</i>, L.N.-B. 2013, c. 7, en ligne : Lois du Nouveau-Brunswick <http://laws.gnb.ca/fr/ShowTdm/cs/2013-c.7/>.</p>	<p>94(1) Sous réserve des paragraphes (2) et (3), par le recours à ses ingénieurs, à ses mandataires ou à ses employés, la Société, toute autre entreprise de distribution d'électricité ou tout autre transporteur peut pénétrer sur le bien-fonds ou sur les lieux ou dans les locaux de toute personne et, sans le consentement du propriétaire :</p> <p>a) relever ses compteurs ou construire, installer, entretenir, inspecter, réparer ou enlever ses compteurs, son équipement, ses installations ou ses autres ouvrages;</p> <p>b) procéder à un arpentage, en déterminer la dénivellation, tracer des lignes, procéder à des sondages ou creuser les trous ou les fosses d'essai qu'elle estime nécessaires afin d'utiliser, de construire, d'entretenir, de protéger ou de réparer ses ouvrages;</p> <p>c) couper ou élaguer un arbre qui, à son avis, pourrait, en tombant ou autrement, mettre en danger le fonctionnement ou l'état d'un conduit, d'un fil, de l'équipement ou d'un autre ouvrage qui lui appartient ou qui pourrait constituer un obstacle au tracement des lignes de levé;</p> <p>d) construire et utiliser tous les chemins temporaires et constructions connexes temporaires dont elle a besoin pour se rendre commodément à ses lignes de levé et à ses ouvrages et en revenir.</p>

	<p><i>Tarifs et politiques d'Énergie NB</i>, approuvés par la Commission de l'énergie et des services publics du Nouveau-Brunswick, en vigueur le 1^{er} octobre 2013, D-2, en ligne : Énergie Nouveau-Brunswick <http://www.nbpower.com/html/fr/about/operating/policies/RSP%20Fre%201.pdf>.</p>	<p>Énergie NB doit avoir le droit d'entrer dans les locaux de l'Abonné à toute heure raisonnable pour relever des compteurs, pour inspecter, entretenir ou remplacer les installations ou l'équipement de location d'Énergie NB, et pour mettre en application les barèmes et politiques des tarifs d'Énergie NB.</p>
Hydro-One	<p><i>Loi de 1998 sur l'électricité</i>, L.O. 1998, c. 15, Annexe A.</p>	<p>Pouvoir d'entrée 40. (1) Le transporteur ou le distributeur peut, à toute heure raisonnable, entrer dans un bien-fonds sur lequel est situé son réseau de transport ou de distribution pour : a) soit inspecter, entretenir, réparer, modifier, enlever, remplacer ou débrancher des fils ou d'autres installations utilisés pour transporter ou distribuer de l'électricité; b) soit installer, inspecter, étalonner, entretenir, réparer, modifier, enlever ou remplacer un compteur ou en faire le relevé. 1998, chap. 15, annexe A, par. 40 (1).</p>
	<p><i>Loi de 1998 sur l'électricité</i>, L.O. 1998, c. 15, Annexe A.</p>	<p>Rues et voies publiques 41. (1) Le transporteur ou le distributeur peut construire ou installer, sur ou sous une rue ou une voie publique, ou au-dessus de celle-ci, les constructions, le matériel et les autres installations, y compris des poteaux et des lignes, qu'il estime nécessaires pour son réseau de transport ou de distribution. 1998, chap. 15, annexe A, par. 41 (1).</p> <p>Inspection (2) Le transporteur ou le distributeur peut inspecter, entretenir, réparer, modifier, enlever ou remplacer les constructions, le matériel ou les installations qu'il a construits ou installés en vertu du paragraphe (1) ou d'une disposition qu'il remplace. 1998, chap. 15, annexe A, par. 41 (2).</p> <p>Entrée (3) Le transporteur ou le distributeur peut, à toute heure raisonnable, entrer dans la rue ou la voie publique pour exercer les pouvoirs visés aux paragraphes (1) et (2). 1998, chap. 15, annexe A, par. 41 (3).</p> <p>Employés</p>

		<p>(4) Les pouvoirs que les paragraphes (1), (2) et (3) confèrent au transporteur ou au distributeur peuvent être exercés par un de ses employés ou mandataires, qui peut se faire accompagner de toute autre personne sous ses ordres. 1998, chap. 15, annexe A, par. 41 (4).</p> <p>Aucun consentement nécessaire</p> <p>(5) L'exercice des pouvoirs que confèrent les paragraphes (1), (2) et (3) n'exige pas le consentement du propriétaire de la rue ou de la voie publique ou d'une autre personne qui a un intérêt sur elle. 1998, chap. 15, annexe A, par. 41 (5).</p>
	<p><i>Conditions of service</i>, en vigueur le 21 mai 2013, en ligne : Hydro One < http://www.hydroone.com/MyHome/MyAccount/ConditionsofService/Documents/Hydro_One_Conditions_of_Service_2013_FRENCH.pdf>, art. 1.6 B</p>	<p>The Customer shall provide Hydro One, free of charge or rent, with a convenient and safe place for Hydro One's Facilities and Equipment, for example, a Meter Installation, on the Customer's premises and/or Customer Equipment. Hydro One assumes no risk thereby and under no circumstances will Hydro One be liable for any damages resulting from, arising out of or related to the presence of the Hydro One Facilities and Equipment.</p> <p>The Customer shall not allow anyone other than an employee or authorized agent of Hydro One, or a person lawfully entitled to do so, to repair, remove, replace, alter, inspect or tamper with the Hydro One Facilities and Equipment on the Customer's premises and/or Customer Equipment.</p> <p>In addition to Hydro One's rights under Section 40 of the <i>Electricity Act</i>, Hydro One employees and Hydro One's authorized agents may enter the Customer's property at any time for any of the following purposes:</p> <p>(i) install, inspect, read, calibrate, maintain, repair, alter, remove, or replace all or any part of a Meter Installation;</p> <p>(ii) inspect, maintain, repair, alter, remove, replace, or disconnect wires or other facilities used to transmit or Distribute electricity;</p> <p>(iii) inspect, maintain, repair, alter, remove, and replace Hydro One Facilities and Equipment, such as sentinel lights; and</p> <p>(iv) perform switching operations or interrupt the Customer's supply to maintain or improve the supply system or to provide new or upgraded services to other Customers.</p>
	<p><i>Conditions of service</i>, en vigueur le 21 mai 2013, en ligne : Hydro One < http://www.hydroone.com/MyHome/MyAccount/ConditionsofService/Documents/Hydro_One_Conditions</p>	<p>Hydro One shall have access to Customer's property in accordance with section 40 of the <i>Electricity Act</i>.</p>

	_of_Service_2013_FRENCH.pdf >, art. 1.7 A	
Hydro-Ottawa	<i>Conditions of service</i> , N° ECS0012, recommandées par B. Bennett et approuvées par N. Fraser, révisées le 21 juin 2013, art. 1.7.1, en ligne : Hydro-Ottawa < https://static.hydroottawa.com/documents/corporate/policies/CofS-Version4-OfficialVersion-06212013-FINAL.pdf >.	Hydro Ottawa has the right to safe, unobstructed access to the property and building, in accordance with Section 40 of <i>the Electricity Act, 1998</i> , and any successor Acts thereto. Hydro Ottawa may require a Customer, Consumer, or property owner to provide Hydro Ottawa with emergency access to their property and building for operating distribution equipment under Hydro Ottawa's control. Subject to the provisions of these Conditions of Service, the <i>Electricity Act, 1998</i> , and Hydro Ottawa's Technical Specifications, the Customer, Consumer, or property owner grants to Hydro Ottawa a non-exclusive right to enter the property for the following purposes (collectively, the "Use") only and for no other purposes whatsoever: (a) to install and service its equipment, conduct collections activities commencing at the property line; (b) to install the equipment in electrical rooms and public spaces; (c) to install equipment and cabling, specifically permitted by the Customer, Consumer, or property owner, terminating in specified locations on specified floors within the building; (d) to obtain meter readings, performing meter changes or inspections; (e) to operate, maintain and repair all equipment installed by Hydro Ottawa; (f) to operate the Customer's electrical equipment up to the first protective device to provide the required safe work zone for Hydro Ottawa to work on its system safely; (g) to access the property, including but not limited to access to those portions of the building that are from time to time designated by the Customer, Consumer, or property owner as for common areas such as driveways, walkways, hallways and exits and entrances, twenty-four (24) hours a day seven (7) days a week to perform any installation, operation or maintenance of Hydro Ottawa's equipment, subject to the terms of these Conditions of Service; (h) to use the property for the purpose of providing services to the Customers at their respective premises in the building; (i) to protect the equipment and other Hydro Ottawa's improvements permitted under these Conditions of Service against damage; and (j) to ensure compliance with electric service agreements, including requirements that allow connection to the grid.
Manitoba Hydro	<i>Electric Power Terms and Conditions of Supply Regulation</i> , H190–M.R.186/90, art. 3.	The user will grant to, or obtain for, Manitoba Hydro a free and uninterrupted right-of-way and passage in, over, under, and upon the land upon which the user's premises are situated, for the purposes of constructing, installing, maintaining, using, and removing the wires, facilities, and equipment required to supply power to the user, or to any other user supplied by Manitoba Hydro.
Saskpower	<i>Electric Service Terms and Conditions</i> ,	The Customer shall allow SaskPower, and any of SaskPower's agents or employees, to enter the

	<p>en vigueur le 13 décembre 2012, en ligne : Saskpower http://www.saskpower.com/wp-content/uploads/electric_service_terms_and_conditions.pdf>, art. 5.1</p>	<p>Customer's Property and shall ensure clear and safe access to SaskPower Facilities and Equipment (including those owned, leased and/or operated by SaskPower) to construct, install, maintain, inspect, operate, remove and replace those Facilities or Equipment, including access to Meters to enable Meter reading by SaskPower.</p>
<p>Fortis Alberta</p>	<p><i>Customer Terms and Conditions of Distribution Access Service</i>, AUC Decision 2013-112, art. 6.1, en ligne : Fortis Alberta http://www.fortisalberta.com/SiteCollectionDocuments/Customer%20Service%20Reusable/Customer-Terms-and-Conditions.pdf >.</p>	<p>By accepting Electric Distribution Service, the Customer is deemed to have granted to FortisAlberta, without any cost to FortisAlberta, such easements or rights-of-way over, upon or under the Land owned, controlled or leased by the Customer as FortisAlberta reasonably requires at any time for unimpeded ingress and egress for the purposes of the construction, installation, maintenance, repair, operation and removal of the Facilities required for a Service Connection to the Customer, for vegetation management, emergency response and the performance of all other obligations required to be performed by FortisAlberta hereunder. On a commercially reasonable basis, FortisAlberta will take into consideration, but shall not be obligated to abide by, requests by Customers related to such easements and rights-of-way. At the request of FortisAlberta, the Customer shall grant, or cause to be granted, to FortisAlberta, without cost to FortisAlberta, such easements or rights-of-way as set out above.</p>
<p>BC Hydro</p>	<p><i>Terms and Conditions</i>, en vigueur le 1^{er} avril 2008, en ligne : BC Hydro https://www.bchydro.com/about/planning_regulatory/tariff_filings.html>, art. 8.10</p>	<p>Distribution Extensions on Private Property Constructed by BC HYdro (All Rate Zones) If an applicant requests, and BC Hydro agrees, then BC Hydro may extend its lines and transformers on private property When it is impractical or uneconomic for the applicant to take service directly from BC Hydro's distribution facilities on public property. The applicant shall be responsible for all right-of-way clearing and for all civil work associated with an underground Extension, including ducts foundations and pads. BC Hydro's agreement will be based on the following:</p> <ol style="list-style-type: none"> 1. Standards: The applicant shall ensure that all clearing and civil work is performed in accordance with BC Hydro's distribution and environmental standards. 2. Operation and Maintenance Limits: BC Hydro will own, operate and maintain the electrical components of the distribution facilities including poles supporting overhead lines, up to the Point of Delivery. Civil work, including ducts, foundations and pads associated with an underground facility will be owned and maintained by the Customer. 3. Access: The Customer shall provide BC Hydro, without any cost to BC Hydro, such easements or rights-of-way, over, upon or under the property owned, controlled or leased by the Customer as BC Hydro reasonably requires at any time for unimpeded ingress and egress for the purposes of the construction, installation, maintenance, repair, operation and removal of the facilities required for a Service Connection to the Customer, for vegetation management, emergency response and the performance of all other obligations required to be performed by BC Hydro.

