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THE MANITOBA HYDRO ACT  
(C.C.S.M. c. H190)

## **Electric Power Terms and Conditions of Supply Regulation**

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Regulation 186/90  
Registered August 21, 1990

### **Definition**

**1** In this regulation, "**power**" means electric power and electric energy.

### **Terms and conditions of supply**

**2** Power is supplied by Manitoba Hydro to users upon and subject to the terms and conditions set out in this regulation.

### **Grant of right-of-way and passage**

**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.

### **Point of delivery**

**4** The point of delivery for power is a point which Manitoba Hydro shall designate.

### **Connecting wires etc.**

**5** The user will provide all wires, facilities and equipment required to connect the user's premises to Manitoba Hydro's electrical distribution system at the point of delivery, and shall maintain those wires, facilities, and equipment in a condition that Manitoba Hydro regards as safe and efficient.

### **Measurement of power**

**6** All power supplied by Manitoba Hydro (other than that supplied on a flat rate basis), shall be measured at or near the point of delivery by means of a suitable meter or meters supplied by Manitoba Hydro, which shall be of commercial accuracy, and approved, tested, and sealed by the Department of Consumers and Corporate Affairs (Canada).

**Meter space and risk of damage**

**7** The user shall provide and maintain without charge, convenient, accessible, and safe space at or near the point of delivery for Manitoba Hydro's meters, wires, facilities, and equipment, which shall be in the care and at the risk of the user, and if lost, destroyed, or damaged, other than by ordinary wear and tear, the user shall pay Manitoba Hydro on demand an amount equal to the value thereof, or the cost of repairing and replacing them as determined by Manitoba Hydro.

**Right of access by Manitoba Hydro**

**8** Authorized employees of Manitoba Hydro shall at all reasonable times have free and uninterrupted access to the user's premises for the purpose of reading Manitoba Hydro's meters.

**User not to permit removal of equipment**

**9** The user will not permit anyone who is not an authorized employee of Manitoba Hydro to remove, handle or tamper with Manitoba Hydro's meters, wires, facilities, and equipment.

**Characteristics of power**

**10** The voltage, frequency, phasing, and other characteristics of power shall be determined by Manitoba Hydro, the determination of which is final and binding on the user.

**Operation of electrical equipment**

**11** The user shall operate his electrical equipment in a manner that will not cause Manitoba Hydro's power supply to vary in voltage, frequency, and wave form in excess of that which can be considered commercially tolerable.

**Limit of liability**

**12** Manitoba Hydro shall use reasonable diligence in providing the user with a regular and uninterrupted supply of power; but Manitoba Hydro is not liable for any loss, costs, damages, or expenses directly or indirectly resulting from any fluctuation, interruption, reduction, or failure in the supply of power.

**Notice to Manitoba Hydro of certain changes**

**13** The user shall notify, or cause to be notified, Manitoba Hydro in writing within ten days of any alterations in the user's wiring or water heater or other use of power provided by Manitoba Hydro that should result in a change in the applicable rate.

**Restriction on use of power**

**14** The user will not permit power supplied by Manitoba Hydro to the user to be used by, or for the benefit of, any other person, firm, or corporation, either directly or indirectly, without the prior written approval of Manitoba Hydro, and any such use or benefit, if approved, is subject to any special terms and conditions that may be imposed by Manitoba Hydro.

**Payment for power**

**15(1)** The user shall pay Manitoba Hydro for power supplied at the rates, and for a period of time, not less than the minimum term, as established by Manitoba Hydro from time to time for the class or classes of service supplied to the user.

**Where no meter reading**

**15(2)** If a meter fails to register, or fails to register correctly, or if for any reason whatsoever meter readings are unobtainable, the amount of power supplied by Manitoba Hydro to the user may be estimated by Manitoba Hydro from the best information available.

**Right to estimate consumption**

**15(3)** If Manitoba Hydro reads a user's meter less frequently than once per billing period, Manitoba Hydro may submit an account based on an estimate of the amount of power supplied to that user in a billing period.

**Account for estimated consumption**

**15(4)** An account based on an estimate of the amount of power supplied to the user in a billing period will have the same force and effect as an account based upon an actual meter reading.

**Due date of account**

**16(1)** Accounts for power submitted by Manitoba Hydro to a user are due and payable on the date indicated thereon.

**Service charges**

**16(2)** All overdue and unpaid accounts are subject to a service charge.

**Remedy for default by user**

**17** Where a user is in default in payment of any account for power submitted by Manitoba Hydro (including any tax which may be levied on it), or if a user ignores or fails to observe any or all of these terms and conditions, Manitoba Hydro may, at its option, discontinue the supply of power to the user and remove its meters, wires, facilities, and equipment from the user's premises; and Manitoba Hydro is not liable for loss or damage resulting from any such discontinuance or removal.

**Effect of violation by user**

**18** Violation of any of these terms and conditions by the user does not relieve the user of his obligation to pay for the balance, if any, of the minimum term applicable to the class of service that was provided by Manitoba Hydro.

**Repeal**

**19** Manitoba Regulation H190 - R1 is repealed.

THE MANITOBA HYDRO-ELECTRIC BOARD:

August 16, 1990

J.F. Funnell  
Corporate Secretary