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Montreal, July 8, 2019

By electronic filing (SDÉ)
and by messenger

RÉGIE DE L'ÉNERGIE

Tour de la Bourse
800 Place Victoria, bureau 2.55
Montréal (Québec) H4Z 1A2

Attention : Me Véronique Dubois, Secrétaire

RE: Hearing scheduled for July 16-17, 2019
Régie file: R-4008-2017
Our file: SUMENE-15

Dear colleague,

This letter is in reply to the letter of the Régie dated June 20, 2019 (A-0035), regarding the hearing scheduled for July 16-17, 2019 (the “**Preliminary Hearing**”). Based on the information made available to it so far, Summitt Energy Quebec LP / Énergie Summit Québec S.E.C. (“**Summitt Energy**”) does not intend to present evidence at the Preliminary Hearing, but reserves its rights regarding any subsequent hearing.

Summitt Energy notes that Energir’s *Demande pour la fixation provisoire d’un tarif GNR* (B-0092) seeks the provisional implementation of a tariff for renewable natural gas (“**RNG**”) “*ainsi que les **conditions et modalités** qui s’y rattachent, incluant la méthodologie de calcul du prix, le tout tel que plus amplement décrite à la **section 5 de la pièce B-0021, Gaz Métro-1, Document 1**”.* It would seem that B-0021 has been amended and replaced with B-0096, which contains at s. 5.4 a section titled “*Conditions et modalités de tarif*”, and at s. 5.5 a reference to proposed amendments to the Conditions of Service and Tariff (“**CST**”). These sections do not indicate whether or how a fixed-price contract for RNG or standard natural gas already in effect with a third party supplier such as Summitt Energy would be affected by a client’s wish to obtain the supply of RNG by Energir. It is important for Summitt Energy to have certainty that its existing and future contractual rights would not be adversely impacted by the conditions currently sought. Currently, a client wishing to obtain the supply of traditional natural gas from Energir must first obtain the cancellation of any fixed-price contract in accordance with the

terms thereof (such as by paying liquidated damages), so that the third-party supplier does not suffer prejudice by the cancellation. The same treatment should apply to the supply of RNG.

As well, only the term “natural gas” is referred to in the CST in the definition of “fixed-price supply agreement” and at s. 11.1.2.1, whereas the proposed amendments introduce the term “renewable natural gas” in other paragraphs, which could suggest the interpretation that fixed-price supply agreements could only pertain to traditional natural gas.

If the Preliminary Hearing is intended to address issues involving the CST and the process by which the supplier of RNG and/or traditional natural gas can be changed, Summitt Energy would have five to ten minutes of representations to make. In any event, Summitt Energy reserves its rights to address these issues at the hearing on the merits.

Respectfully submitted,

FISHMAN FLANZ MELAND PAQUIN s.e.n.c.r.l.



Jason Dolman

c.c. Me Hugo Sigouin-Plasse (Énergir)