

Montreal, September 24, 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: Modifications to s. 11.1.3.5 and 1.3 Conditions of Service and Tariff  
Régie file: R-4008-2017  
Our file: SUMENE-15

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Dear colleague,

This letter is in reply to the letter of the Régie dated September 20, 2019 (A-0062), regarding Energir's proposed modifications to s. 11.1.3.5 and 1.3 Conditions of Service and Tariff (the "**Conditions**") set out in exhibit B-0180.

The proposed modifications must be read in conjunction with certain proposed amendments set out in Gaz Métro – 1, Document 1 (B-0022) that were reproduced and approved by the Régie in decision D-2019-107.<sup>1</sup>

The proposed modification to s. 11.1.3.5 of the Conditions should not impact Summitt Energy or its clients. If a fixed-price agreement is entered into with Summitt Energy for renewable natural gas ("**RNG**"), then it should always be "operationally possible" to allocate to the end customer the benefits of the RNG furnished by Summitt Energy. Therefore, RNG supplied by third-party brokers should be excluded from the final modifications.

The modification to s. 1.3 of the Conditions does not appear to resolve all instances in which "natural gas" (as opposed to RNG) is referred to alone in the Conditions. By way of example, in s. 11.1.2.1 of the Conditions, the text states:

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<sup>1</sup> See D-2019-107 at paras. 172 to 175.

*...When a customer enters into a fixed-price supply agreement with the distributor, in writing, within the allowed time frame, the specific gas supply price shall be the cost of acquisition of the **natural gas** from the specific supplier in accordance with the customer's commitment under the agreement. The distributor does not guarantee the fixed gas supply price agreed upon with the specific supplier. The customer is billed this specific price commencing on the day deliveries from the specific supplier begin and for as long as these deliveries continue. Should the specific supplier no longer be able to meet its commitments to the distributor, the customer will be transferred to the distributor's variable-price natural gas supply service once the **natural gas** already delivered by the specific supplier for the customer in question has been fully used.*

The mentions of “natural gas” referred to above would be read to mean traditional natural gas only, which would not be an appropriate interpretation in a scenario of fixed-price RNG. We would ask that Energir review the Conditions to ensure that such inconsistencies are not present in the final modifications.

Respectfully submitted,

**FISHMAN FLANZ MELAND PAQUIN LLP**



Jason Dolman

c.c. Me Hugo Sigouin-Plasse (Énergir)