

ENBRIDGE GAS DISTRIBUTION INC. RESPONSE TO  
FEDERATION OF RENTAL-HOUSING PROVIDERS OF ONTARIO  
INTERROGATORY #14

INTERROGATORY

REF: EB-2012-0451 EX. A, Tab 3 Schedule 3, page 13, paragraph 23

Preamble: The company states: "At a minimum, supply would have to be terminated to PEC".

14. Does EGD have any terms in the PEC contract that allow for a termination of service under an upset condition that could limit supply and put base load customers at risk?
  - a. In EGD's view, would the force majeure clause allow for a risk-based choice of cutting service to PEC versus interrupting tens of thousands of customers, especially during winter conditions?

RESPONSE

The contract is for firm service, so the only terms of termination of service are Force Majeure or in the event of a default.

- a) Yes. However, the Company does not rely on the Force Majeure clause in network planning.

Witnesses: M.Giridhar  
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