

ENBRIDGE GAS INC.
Answer to Interrogatory from
Building Owners and Managers Association of Greater Toronto (BOMA)

Reference: Conditions of Service; Exhibit A, Tab 3, Schedule 1

Question:

The reference to the conditions of service state that they are meant to be guidelines, and not to override any item in any contract EGD has with the customers.

- (a) Do the guidelines have any legal effect, in EGD's view, either for contract customers or general service customers?
- (b) Have they ever been relied upon in any legal claim, launched against EGD?
- (c) Has the Board ever approved EGD's Conditions of Service? In what proceeding(s)?
- (d) Section 2.4 GS – "Depletion or shortage of gas supply" – What if EGD were judged to be imprudent in its gas purchase decisions? Is it still exonerated by this clause?

Response

- a) Enbridge Gas must comply with its Customer Service Policy as set out in its Conditions of Service, as required by section 8.3.1 of the Board's *Gas Distribution Access Rule* (GDAR). As noted in the reference, the Conditions of Service do not supersede contractual terms in place with customers, however, includes terms and conditions set out in the EGD rate zone's Rate Handbook.
- b) Legacy EGD received only one legal claim that relied upon the Conditions of Service, to the best of our knowledge. This was in relation to a meter reading issue that was ultimately resolved with the customer and there was no determination that EGD was in breach of its Conditions of Service.
- c) The revision history of the Conditions of Service is set out on pages 2 to 5 of Exhibit A1, Tab 5, Schedule 1. For each revision, EGD filed the revised Conditions

of Service with the Board in accordance with section 8.5 of the GDAR. Board approval of the Conditions of Service is not required for each revision.

- d) In the event of an interruption or cessation of gas deliveries, Enbridge Gas would have to consider all of the circumstances in order to determine whether to declare a force majeure. Force majeure events typically are events that are beyond the control of the Company, as noted and listed in section 2.4 of the Conditions of Service.