

July 5th, 2012

Kirsten Walli
Board Secretary
Ontario Energy Board
P.O. Box 2319
2300 Yonge Street, 27th Floor,
Toronto, ON M4P 1E4

Via RESS, Electronic Mail and Courier

Dear Ms. Walli:

RE: EB-2011-0354 Enbridge Gas Distribution Inc. 2013 Rates Application

Just Energy Ontario L.P. ("Just Energy") respectfully submits the following Interrogatories for the above referenced application before the Ontario Energy Board ("OEB" or "the Board") as submitted by Enbridge Gas Distribution Inc. ("EGD" or "the Company") on January 31st, 2012.

Should you have any questions or comments in response to these Interrogatories please do not hesitate to contact Nola Ruzycski, Vice President Regulatory Affairs Canada, or Brandon Ott, Manager Regulatory Affairs Canada.

Yours truly,



Nola L. Ruzycski
Vice President, Regulatory Affairs Canada
Tel: 403.462.4299
Fax: 905.564.6069
nruzycski@justenergy.com



Brandon Ott
Manager, Regulatory Affairs Canada
Tel: 905.670.4440 ext. 71479
Fax: 905.564.6069
bott@justenergy.com

CC: Norm Ryckman, Enbridge Gas Distribution Inc., EGDRegulatoryProceedings@enbridge.com (via email only)
Fred Cass, Aird & Berlis, fcass@airdberlis.com (via email only)
Intervenors

Just Energy Interrogatories:
RE: EB-2011-0354 Enbridge Gas Distribution Inc. 2013 Rates Application

Just Energy #1

Issue D 11

Reference Exhibit D1, Tab 9, Schedule 1, Page 5, Paragraph 13

In reference to the Open Bill Access (“OBA”) program, the Applicant notes that;

“Economically, the program is challenged by... the requirement to charge all participants the same fee with no recognition of billing volume or provision for a start-up charge. As a result, revenues do not always recover cost associated with some of the program’s smaller clients...”

Exclusive of the Company’s proposal for a start-up fee noted in Paragraph 39, has the Company considered a formula to specifically recover the overall costs of small volume Billers from small volume Billers specifically?

Just Energy #2

Issue D 11

Reference Exhibit D1, Tab 9, Schedule 1, Page 17, Paragraph 38

In reference to the Open Bill Access (“OBA”) program, the Applicant states its intention to revise Section 4.3 of the OBA Agreement to;

“...enable EGD to recover costs incurred to investigate and resolve customer disputes and potential breaches of the Open Bill Service Agreement by Billers...Such costs will be defined as corrective costs and include, but are not limited to outside legal advice, auditors, consultants and investigators engaged by the Company to investigate or follow-up on such breaches or potential breaches of the agreement.”

- a) Please confirm that in the event the above noted activities demonstrate the Biller to be in full compliance with its obligations under the OBA Agreement and all applicable legislation/regulation the costs noted will be borne by the Company.
- b) Please confirm that the above noted additional fee’s will be limited to external costs and will not include internal costs incurred as part of the regular operation of the Open Bill Service.

Just Energy #3

Issue D 11

Reference Exhibit D1, Tab 9, Schedule 1, Page 18, Paragraph 41

In reference to the Open Bill Access (“OBA”) program, the Applicant states its intention to revise the OBA Agreement to;

“...allow [the Company] to recover Biller charges from the Biller that are uncollectible from the customer after sixty (60) days in circumstances where the Biller is either unable, or unwilling to provide evidence to the Company that it has conducted a credit check for the customer in question...”

- a) Please outline how this change will affect the Bad Debt fee collected from Billers by the Company. Logically, this change will precipitate a reduction in the Company’s overall exposure to Bad Debt. Will the Company lower the Bad Debt fee as a result of this reduced exposure?

- b) The Company has not identified any intention to revise the OBA to require all customers to meet the Minimum Credit Rating identified in the Agreement. Rather, only customers on financing plans or whose aggregate charges to the Biller in any 12 month period exceed \$1,800 CAD are subject to this requirement as per Section 2.6(l) of the Agreement. Please confirm that the Company's proposal for non-recourse against the Biller shall apply only to those customers identified as subject to the Minimum Credit Rating specified in the OBA Agreement.

Just Energy #4

Issue D 11

Reference Exhibit D1, Tab 9, Schedule 1, Page 18, Paragraph 42

In reference to the Open Bill Access ("OBA") program, the Applicant states its intention to revise the OBA Agreement to;

"...enable it to discontinue the billing of charges applicable to a customer service upon six months prior notice from the Company to the affected Biller(s)..."

Please provide further explanation or examples of situations that may warrant the discontinuance of Biller charges.

Just Energy #5

Issue D 11

Reference Exhibit D1, Tab 9, Schedule 1, Page 19, Paragraph 43

In reference to the Open Bill Access ("OBA") program, the Applicant states its intention to revise the OBA Agreement to;

"...allow the Company the option to remove disputed Biller charges from the customer's bill immediately upon receipt of notice of the dispute by the customer..."

- a) Please outline how the Company intends to handle situations in which a Biller's charges for a customer have been removed from the bill at the onset of Dispute Resolution, but the Biller is later found to have honoured their obligations to the customer and their obligations to the Company under the OBA Agreement.
- b) The Company states it will remove the disputed Biller charges immediately upon receipt of notice of the dispute by the customer, how quickly will the charges be returned to the bill once the dispute has been resolved?
- c) The Company states it shall be entitled to refund to the relevant Customer the full amount of any At-Issue Receivable. When does the Company propose the refund would take place, e.g. prior to reviewing the dispute to determine if it is valid or after?

Just Energy #6

Issue D 11

Reference Exhibit D1, Tab 9, Schedule 1, Page 19, Paragraph 43

In reference to the Open Bill Access ("OBA") program, the Applicant states its intention to revise the OBA Agreement to reduce the timeframe for dispute resolution from sixty (60) days to forty-five (45) days.

Will the Company consider a shorter timeframe for Dispute Resolution of thirty (30) days?

Just Energy #7

Issue D 11

Reference Exhibit D1, Tab 9, Schedule 1, Page 21-22, Paragraph 50

In reference to the Open Bill Access (“OBA”) program, the current Agreement allows that the Company may implement certain mitigation efforts in the event of a Biller default including but not limited to the suspension of Billing Services or the suspension of the addition of any new customers for which Billing Services have been requested. The Application has stated its intention to revise the OBA Agreement;

“...such that the imposition of such limitations will be at the sole discretion of the Company.”

Please provide an explanation for this change in rights under the OBA Agreement.

Just Energy #8

Issue D 11

Reference Exhibit D1, Tab 9, Schedule 1, Pages 19-20, Paragraph 45

In reference to the Open Bill Access (“OBA”) program, the Applicant states its intention to revise Section 8.1 of the OBA Agreement to remove the automatic roll-over provision, instead entering into the Agreement for a defined term with the intention of offering only one year terms effective January of 2013.

- a) Please confirm that this change will not affect the day-to-day operations of the OBA program generally. Specifically, please confirm that while the Agreement may be renewed annually, Biller charges for individual customers will not need to be re-submitted annually.
- b) Please confirm that Biller charges will continue to be amendable within the one year Agreement term.
- c) Please outline the process for renewal of a one year OBA Agreement. Specifically, will Billers be required to submit a full re-application or will a modified renewal process be put in place?
- d) Please outline the modified renewal process if applicable.
- e) How far in advance could Agreement renewals/re-applications be submitted to the Company?
- f) As the majority of the agreements and contracts the Biller has with its customers are for a period longer than one year please confirm that this will not pose an issue.
- g) Has the Company considered 2, 3, 4, or 5 year Agreement terms? Please explain why these terms lengths are or are not acceptable.

Just Energy #9

Issue D 11

Reference Exhibit D1, Tab 9, Schedule 1, Page 20-21, Paragraph 46, 47

In reference to the Open Bill Access (“OBA”) program, the Applicant states its intention to revise the OBA Agreement so that;

“...the Biller will be in Default of the OBA Agreement in the event that the Biller fails to perform or observe its obligations set out in the Agreement on three (3) or more occasions in any twelve (12) month period, regardless of whether any such failures have been remedied...”

- a) Has the Company considered whether the impacts of this change will disproportionately affect OBA Billers with large customer bases? By way of example, a hard rule of three (3) instances as noted above may

discriminate against a Biller with one hundred thousand or more customers when compared to a Biller with only five hundred customers.

- b) Will the Company consider a scalable approach to determining the number of above noted instances that should warrant placing the Biller in a Default position? Specifically, would the Company consider generating the number of instances that shall deem the Biller to be in Default as a percentage of the Biller's overall customer base?
- c) Please further outline the guidelines for determining when such instances noted in Paragraph 47 will be deemed to have occurred absolutely.
- d) Please provide further explanation on when a name restriction will be considered to have been violated absolutely, given the often contradicting and circumstantial evidence that supports claims of this nature.
- e) Please confirm that the instances of performance or obligation failure listed in Paragraph 47 represent the full list of instances that could bring about a Biller's Default under this revision. If the list provided is not comprehensive, please provide a full list.

Just Energy #10

Issue D 11

Reference Exhibit D1, Tab 9, Schedule 1, Appendix 1, Page 4

In the above noted reference, in reference to the Board's previous Settlement Proposal on this matter, the Board has stated;

"The Settlement Proposal before the Board is the result of a lengthy and involved negotiation among the members of the consultative group...The Board's own process confirmed that there is no opposition to the Settlement Proposal."

Please outline the steps that have been taken and results that have been generated to demonstrate that affected parties, with a particular emphasis on Billers under the OBA Agreement, have no opposition to the Company's proposed changes to the OBA fee's and OBA Agreement.

Just Energy #11

Issue D 11

Reference Exhibit D1, Tab 9, Schedule 1

- a) What prior notice will the Company provide to Billers of changes to fees and the scheduled settlement percentage in the future?
- b) Will the scheduled settlement percentage change in January of 2013?

Just Energy #12

Issue D11

Reference Exhibit D1, Tab 9 Schedule 1 Appendix 5, Article VI Changes and Modifications 6.1 (c)

In reference to the Open Bill Access ("OBA") program proposed changes, the Applicant states its intention to revise the OBA Agreement wording as follows:

"so that In the case of a proposed change to the products and/or services included as Customer Services, a Customer Service will not be removed from the list of Customer Services, if such Customer Service is being offered by any Biller to any of its Customers, without six (6) months prior notice from the Company,"

- a) Please provide a full explanation of what the process is for determining if a product and/or service should be included as a Customer Service.
- b) Please provide a full explanation of whom and what process would be used to determine if a product and/or service should be removed as a Customer Service.

Just Energy #13

Issue D11 (General)

Is the Company committed to providing the OBA service long-term? What does the Company define as long-term?

Just Energy #14

Issue B (General)

- a) Please provide a breakdown of the annual level of direct purchase and system supply customers in terms of volume and numbers for the past three years with estimates for the next two years.

Please provide the breakdown requested in a) above showing the split in terms of volume and numbers for the past three years and estimates for the next two years separated into residential and commercial customers.

Just Energy #15

Issue Direct Purchase Administration Charge (“DPAC”) Fees

In the Rate Handbook Enbridge indicates the proposed Rider A and Rider B charges will be:

MONTHLY DIRECT PURCHASE ADMINISTRATION CHARGE:

Fixed Charge \$75.00 per month

Account Charge \$0.21 per month per account

- a) Please fully explain the reason for the proposed increase from \$0.19 per month per account to \$0.21 per month per account for the DPAC Account charge.
- b) Please provide the back-up to support the proposed DPAC Account Charge increase
- c) Please indicate if any fee change is proposed for the ABC charge.