

IN THE MATTER of the *Ontario Energy Board Act 1998*, Schedule B to the *Energy Competition Act*, 1998, S.O. 1998, c.15;

AND IN THE MATTER OF an Application by Enbridge Gas Distribution Inc. for an Order or Orders approving just and reasonable rates and other service charges for the sale, distribution, transmission and storage of natural gas, effective on January 1, 2013.

INTERROGATORIES

OF THE

HVAC COALITION

[Note: All interrogatories relate to Issue D11, except to the extent that by necessary implication they would also apply to other issue. All references to the pre-filed evidence are to the most recent update, unless otherwise stated.]

D. Operating Costs

Issue D11 – Is the proposal for the Open Bill Access Program appropriate?

1. [D1/9/1, p. 6, 8 and 9 and Ex. I/D11/7.1] Please provide an updated version of Tables 1, 2 and 3 with actuals for 2011, and the Applicant’s most recent estimates for 2012 and 2013.
2. [D1/9/1, p. 8] Please confirm that the Bill Insert Program is currently dormant and will be terminated, and if so when. If this is not the case, please provide the Applicant’s rationale for continuing a program that provides no material benefit to the ratepayers or the utility, and does not appear to have achieved any market traction.
3. [D1/9/1, p. 16] Please confirm that no changes to the OBA Agreement will be implemented until the Board has made a determination on Issue D11 in this proceeding.
4. [D1/9/1, p. 16 and Ex. I/D11/20.10] Please advise how many of the “incidents” related to the five largest billers by volume, and how many related to billers not in the top five. Please also advise the total number of billers who had such incidents.
5. [D1/9/1, p. 18] Please describe in detail the circumstances in which Enbridge would be entitled to contact the customers of a biller, and any restrictions on the communications by Enbridge to those customers relating to the biller or its products, services, terms, prices, or other information.

6. [D1/9/1, p. 18] Please describe in detail the criteria to be applied by Enbridge in determining that any particular customer service should no longer be billed. To what extent, if any, would those criteria be mandatory vs. discretionary.
7. [D1/9/1, p. 19, 22 and Ex. I/D11/1.12 and 11.8] Please advise whether the Company intends to offer the Open Bill service after December 31, 2013, and if so on what terms.
8. [D1/9/1, p. 20-21] With respect to the list of defaults to which the “three strikes” rule would apply:
 - a. Please describe the nature of the “tax obligations” referred to. Please describe the rationale for including this in the listed defaults.
 - b. Please describe in detail the role Enbridge proposes to play in policing compliance with applicable laws, and any limitations on that role. Please provide details of any additional resources to be added by Enbridge to support this added role.
 - c. Please explain the phrase “customer agreements require payment”.
9. [D1/9/1, App. 5, Section 8.4(b)] Please confirm that, if this provision is amended, the result is that once a biller has defaulted under the Agreement, but that default has been cured, at any time thereafter and as long as the biller remains a biller, the Company in its sole discretion can terminate the Agreement with that biller without notice or cause. Please explain the rationale behind adding this right.
10. [D1/9/1, App. 5, Section 1.1] Please provide a comprehensive current list of the products and services that qualify as “Customer Services” that can be billed pursuant to the Agreement. Please also identify any DSM- or efficiency-related restrictions on any of the products and services that qualify.
11. [Ex. I/D11/1.3 and 20.10] Please describe how the incidents of “questionable sales and contracting practices being perpetrated by some open bill service clients” were handled by Enbridge, and describe any involvement of any regulatory, law enforcement, or other government body.
12. [Ex. I/D11/1.5] Please provide details on the impact of the problems that have been experienced on the Company’s reputation and brand.
13. [Ex. I/D11/11.9(a)] Please advise whether the Company’s discretion not to apply the “three strikes” rule would be limited to situations “to enable the implementation of an effective and lasting cure..”, or whether the Company would have full discretion not to apply the rule in any situation in which the Company feels that would be appropriate.
14. [Ex. I/D11/20.1] Please update the table provided to add three new columns beside each biller #, i.e.:

- a. Number of “changeouts” (that is, situations where an existing customer gets new equipment from the same biller) in the last twelve months,
 - b. Number of new customers in the last twelve months, and
 - c. Total dollars billed in the last twelve months.
15. [Ex. I/D11/20.2, Attachment, p. 4] Please advise what steps Enbridge is taking, or plans to take, to change the erroneous public perception that “A non-Enbridge energy service provider who can add their charges to my Enbridge bill is more trustworthy than those that do not.”
16. [Ex. I/D11/20.6] Please confirm that, if the Board approves the Open Bill Access Proposal, and if the Company fails to bring forward in a timely fashion a new proposal for the period after 2013, the program will terminate and after 2013 no third parties will be permitted to bill their customers on the Enbridge bill.
17. [Ex. I/D11/20.7] Please confirm that the proposed prepayment of \$7500 would prepay all fees payable to the Company for more than a year for any of the twenty smallest billers, and in the case of each of the 15 smallest billers would prepay the fees payable to the Company for more than ten years. Please confirm that the intention with this prepayment amount is to discourage smaller contractors or other potential billers from using the Open Bill service.

Respectfully submitted on behalf of the HVAC Coalition this 7th day of September, 2012

Jay Shepherd