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October 23, 2019

**BY EMAIL AND FILED VIA RESS**

Kirsten Walli  
Board Secretary  
Ontario Energy Board  
2300 Yonge Street  
Suite 2700  
Toronto, ON M4P 1E4

Dear Ms. Walli:

**Re: Enbridge Gas Inc. ("Enbridge Gas")  
EB-2018-0319 – Open Bill Access ("OBA") Services**

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We act as counsel to Enbridge Gas in this matter.

Attached to this letter is the Supplementary Partial Settlement Proposal ("Settlement Proposal"), setting out the parties' proposed resolution of most of the items in this proceeding. The Settlement Proposal contemplates the continuation of the OBA Program, with some specific modifications or additions to its ongoing operation.

As set out in the Settlement Proposal, there are two remaining Unsettled Items:

1. What level of control should OBA customers have over the addition, removal and reinstatement of third party charges on their Enbridge Bill through the OBA Program?
2. What restrictions, if any, should be placed on billing OBA customers for penalties, exit or termination fees, or similar charges through the Enbridge bill?

The parties have agreed that the Board's determination on these two Unsettled Items will be reflected in the go-forward operation of the OBA Program.

The parties have agreed that it is appropriate to file additional evidence in relation to these Unsettled Items. Enbridge Gas will file evidence about its current practices relevant to each item, and other parties may also file also file evidence relevant to these items.

The parties have also agreed that it is appropriate for the two Unsettled Items to be determined through an oral hearing, in order to provide the Board with all relevant evidence, and to allow for the evidence provided by Enbridge Gas and other parties to be tested.

On behalf of all the parties to the Settlement Proposal, we request that the Board set a process for the determination of the two Unsettled Items. The parties suggest that this process should include the following steps:

1. Enbridge Gas to file supplementary written evidence describing its current practices relevant to each Unsettled Item. This can be done within 15 days of the Board's Procedural Order.
2. All parties to have the opportunity to ask written interrogatories about the supplementary Enbridge Gas evidence.
3. Following the receipt of responses to interrogatories asked about the supplementary Enbridge Gas evidence, intervenors to file any evidence that they intend to rely upon for the determination of the Unsettled Items, including witness statements for any witnesses to be produced at an oral hearing. Below is a list of the intervenor evidence that is currently expected (noting that other parties are still considering their options and may ultimately decide to file their own evidence):
  - a. Enercare to file evidence related to competition in the market and existing consumer protection measures.
  - b. HVAC to file evidence related to the Unsettled Items.
  - c. Vista to file evidence related to the value of the OBA program, experience with penalties and termination fees on the bill, potential alternatives for collecting penalties and termination fees and practices to obtain "agency" from customers regarding adding or removing charges from the bill
4. All parties to have the opportunity to ask written interrogatories about the intervenor evidence being filed.
5. The Board to convene an oral hearing to receive evidence related to the Unsettled Items, followed by a written or oral argument process.

Please let us know if you have questions.

Yours truly,

AIRD & BERLIS LLP



David Stevens

DS/

cc: All parties registered in EB-2018-0319

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**AIRD BERLIS**

## **SUPPLEMENTARY PARTIAL SETTLEMENT PROPOSAL**

**Enbridge Gas Inc. Application for approval to continue the existing  
financial terms associated with offering Open Bill Access  
services for the years 2019 and 2020**

**October 23, 2019**

## PREAMBLE

This Supplementary Partial Settlement Proposal is filed with the Ontario Energy Board (the OEB or the Board) in connection with the Application of Enbridge Gas Inc. (Enbridge Gas), for an Order or Orders approving Enbridge Gas's Application for approval to continue the existing financial terms associated with offering Open Bill Access (OBA) services for the years 2019 and 2020.

In Procedural Order No. 2, the Board ordered a Settlement Conference to be held among the parties on March 6, 2019. Following that Settlement Conference, the parties presented a Partial Settlement Proposal (dated March 22, 2019) setting out a proposed expansion of this proceeding to consider the issue of whether the Open Bill Access Program (OBA Program) should continue (and if so, on what terms). The March 2019 Partial Settlement Proposal also included suggestions about a process to consider the issues in the expanded proceeding.

In Decision and Procedural Order No. 4, the Board approved the March 2019 Partial Settlement Proposal, and set out a process for subsequent steps in the proceeding. The process included a further Settlement Conference (referred to as a "facilitated meeting") on June 12, 2019.

Interested parties participated in the June 12, 2019 Settlement Conference, but were unable to complete discussions and negotiations. In response to a request from the parties, the Board issued Procedural Order No. 5, continuing the Settlement Conference on July 26, 2019. Parties continued the Settlement Conference on that date, but were not able to complete discussions and negotiations. The parties requested one further day for the Settlement Conference, and the Board approved that request in Procedural Order No. 6, setting the date of September 4, 2019 for the continued Settlement Conference.

For the purposes of this Supplementary Partial Settlement Proposal, the term "Settlement Conference" refers to the sessions held on June 12<sup>th</sup>, July 26<sup>th</sup>, September 4<sup>th</sup> and October 16<sup>th</sup>, along with all related discussions before, during and after those dates.

Enbridge Gas and the following intervenors, as well as Ontario Energy Board staff (OEB Staff), participated in all or part of the Settlement Conference:

BUILDING OWNERS AND MANAGERS ASSOCIATION OF GREATER TORONTO (BOMA)  
CANADIAN MANUFACTURERS & EXPORTERS (CME)  
ENERCARE INC. (Enercare)  
ENERGY PROBE RESEARCH FOUNDATION (Energy Probe)  
HEATING, VENTILATION, AND AIR CONDITIONING COALITION (HVAC)  
HOME TRUST COMPANY (Home Trust)  
RELIANCE COMFORT LIMITED PARTNERSHIP (Reliance)  
SIMPLY GROUP (Simply Group)  
SUMMITT HOME SERVICES LP (Summitt)  
VISTA CREDIT CORP. (Vista)  
VULNERABLE ENERGY CONSUMERS COALITION (VECC)

Andrew Pride acted as facilitator for the Settlement Conference.

Home Trust and Simply Group only attended part of the Settlement Conference, and are not parties to this Supplementary Partial Settlement Proposal. All other intervenors listed above, along with Enbridge Gas, are parties to this Supplementary Partial Settlement Proposal.

OEB Staff attended the Settlement Conference, but is not a party to the Supplementary Partial Settlement Proposal. Although it is not a party to the Supplementary Partial Settlement Proposal, once the Supplementary Partial Settlement Proposal is filed, OEB Staff will file a submission commenting on two aspects of the settlement: whether the settlement represents an acceptable outcome from a public interest perspective, and whether the accompanying explanation and rationale is adequate to support the settlement. Also, as noted in the Practice Direction on Settlement Conferences, OEB Staff who participated in the Settlement Conference are bound by the same confidentiality and privilege rules that apply to the parties to the proceeding.

There is no Issues List for this proceeding. The parties discussed the relevant items related to Enbridge Gas's request to continue the OBA Program at the Settlement Conference, and have settled most of these items. There are two items that have not been resolved, and which are being submitted to the Board for determination. It is because the parties have not resolved all matters related to Enbridge Gas's Application that this document is titled a "Partial Settlement Proposal" (and because there is already one "Partial Settlement Proposal" in this proceeding, this document is titled "Supplementary Partial Settlement Proposal").

This document is called a "Settlement Proposal" because it is a proposal by the parties to the Board to settle some items in this proceeding. It is termed a proposal as between the parties and the Board. However, as between the parties, and subject only to the Board's approval of this Supplementary Partial Settlement Proposal, this document is intended to be a legal agreement, creating mutual obligations, and is binding and enforceable in accordance with its terms. As set forth below, this Supplementary Partial Settlement Proposal is subject to a condition subsequent, that if it is not accepted by the Board in its entirety, then unless amended by the parties it is null and void and of no further effect. In entering into this agreement, the parties understand and agree that, pursuant to the *Ontario Energy Board Act, 1998*, the Board has exclusive jurisdiction with respect to the interpretation or enforcement of the terms hereof.

Enbridge Gas and all intervenors listed above (except for Home Trust and Simply Group) have agreed to the settlement of the Settled Items as described on the following pages. The description of each Settled Item assumes that all parties participated in the negotiation of the item, unless specifically noted otherwise.

Best efforts have been made to identify all of the evidence that relates to each Settled Item. The supporting evidence for each settled issue is identified individually by reference to its exhibit number in an abbreviated format; for example, Exhibit B, Tab 3, Schedule 1 is referred to as B-3-1. The identification and listing of the evidence that relates to each Settled Item is provided to assist the Board.

The Supplementary Partial Settlement Proposal describes the agreements reached on the Settled Items. The Supplementary Partial Settlement Proposal provides a direct link between each Settled Item and the supporting evidence in the record to date. In this regard, the parties are of the view that the evidence provided is sufficient to support the Supplementary Partial Settlement Proposal in relation to the Settled Items and, moreover, that the quality and detail of the

supporting evidence, together with the corresponding rationale, will allow the Board to make findings agreeing with the proposed resolution of the Settled Items.

None of the parties can withdraw from the Supplementary Partial Settlement Proposal except in accordance with Rule 30 of the *Ontario Energy Board Rules of Practice and Procedure*. Further, unless stated otherwise, a settlement of any particular issue in this proceeding is without prejudice to the positions parties might take with respect to the same issue in future proceedings.

The parties acknowledge that all data, documents or information provided and any discussions, including negotiations, admissions, concessions, offers and counter-offers occurring during the course of the Settlement Conference (settlement information), including subsequent related discussions, are privileged and confidential and without prejudice in accordance with (and subject to the exceptions set out in) the Board's *Practice Direction on Settlement Conferences* (see pages 5-6 of the OEB's *Practice Direction on Settlement Conferences*, as revised October 28, 2016).

It is fundamental to the agreement of the parties that none of the provisions of this Supplementary Partial Settlement Proposal are severable. If the Board does not accept the provisions of the Supplementary Partial Settlement Proposal in their entirety, there is no Settlement Proposal (unless the parties agree that any portion of the Supplementary Partial Settlement Proposal that the Board does accept may continue as a valid Settlement Proposal).

## OVERVIEW

Enbridge Gas's Application proposed a two-year extension of the existing financial terms of the OBA Program that are set out in the Board-approved September 12, 2013 Settlement Agreement in the EB-2013-0099 proceeding (the 2014 OBA Settlement). As set out in the March 2019 Partial Settlement Proposal (approved in Decision and Procedural Order No. 4), the scope of the proceeding has been expanded to consider the question of whether the OBA Program should continue and, if not, how it should be wound down.

The parties agree that Enbridge Gas may continue the OBA Program under the existing financial terms (subject to the modifications set out in this Supplementary Partial Settlement Agreement) until the earlier of: (i) December 31, 2023 (which is the last date of Enbridge Gas's deferred rebasing period); or (ii) an OEB decision in an earlier application by Enbridge Gas to expand the OBA Program into the Union Gas service area. The parties acknowledge that Enbridge Gas has the right now, and should continue to have the right, to terminate the OBA Program at any time as long as it complies with the Open Bill Access Billing and Collection Services Agreement (OBA Agreement) negotiated between Enbridge Gas and Billers. The parties also acknowledge that any party can, at any time, apply to end or amend the OBA Program because they believe it is contrary to the public interest.

The modifications to the current operation of the OBA Program agreed in this Supplementary Partial Settlement Proposal include the following:

1. The Bill Insert Program has been discontinued.

2. Enbridge Gas will prepare (with input from interested parties) a one-page Enbridge-branded document that describes the OBA Program, with emphasis on customer rights and obligations. This document will be provided to all Enbridge Gas customers in the Enbridge Gas Distribution rate zone as a bill insert, and will be provided by Billers to all new OBA Customers when they contract, or are provided their welcome package, for services being billed through the OBA Program.
3. Enbridge Gas will host an annual OBA Stakeholder Meeting, to provide information and updates about the OBA Program to all interested parties. Enbridge Gas will provide certain anonymized data about the operation of the OBA Program to all interested parties on a quarterly basis.
4. Enbridge Gas will coordinate a dialogue with current and potential small Billers (including HVAC) to assess what improvements could be made to the OBA program to make it more attractive to these potential users.
5. Enbridge Gas commits that as part of its next OBA application, it will either apply to expand the OBA program into the Union Gas service territory, or include an explanation about why such a request is not being made. In the meantime, Enbridge Gas will not expand the full OBA Program to the Union Gas service territory. However, a DSM-focused Open Bill program will proceed in the Union Gas territory starting in early 2020, as contemplated by the OEB's directions and decisions in the 2015-2020 DSM Plan and the DSM Mid-Term Review.
6. As set out in the March 2019 Partial Settlement Proposal, Enbridge Gas will reopen the OBA Agreement for discussion and negotiation with all Billers and all intervenors in this proceeding. Enbridge Gas agrees that it will issue an invitation to commence such negotiations within 60 days of the OEB's Decision in this proceeding.

The agreement to permit Enbridge Gas to continue with the current financial terms of the OBA Program, along with the modifications and changes described above, are referred to as the "Settled Items".

There are two items on which the parties have not agreed, and which the parties would like the Board to determine:

1. What level of control should OBA customers have over the addition, removal and reinstatement of third party charges on their Enbridge Bill through the OBA Program?
2. What restrictions, if any, should be placed on billing OBA customers for penalties, exit or termination fees, or similar charges through the Enbridge bill?

The parties agree that the Board's determination on these two Unsettled Items will be reflected in the go-forward operation of the OBA Program, as part of the updated OBA Agreement that will be negotiated after the OEB's Decision is issued.

Details of the Settled Items and the Unsettled Items are provided below.

## THE SETTLED ITEMS

### 1. Continued operation of the Open Bill Access (OBA) program

Enbridge Gas's Application proposed a two-year extension of the existing financial terms of the OBA Program that are set out in the EB-2013-0099 proceeding (the 2014 OBA Settlement). This would mean that the 2019 and 2020 prices for OBA services would continue to increase by inflation (Consumer Price Index) each year, to a maximum of 2.5% per year. The costs used to determine net revenues for the OBA program would be adjusted in the same way each of those years. The sharing of net revenues between Enbridge Gas and ratepayers would continue in the same manner as set out in the 2014 OBA Settlement.

The parties agree that it is acceptable for the OBA Program to continue under the existing financial terms until the earlier of: (i) December 31, 2023 (which is the last day of Enbridge Gas's deferred rebasing period); or (ii) an OEB decision in any earlier application by Enbridge Gas to expand the OBA Program into the Union Gas service area.

This agreement to continue the OBA Program and maintain the current OBA Program financial terms for a period longer than requested in Enbridge Gas's application is related to and contingent on the other items in this Supplementary Partial Settlement Proposal which modify or add to aspects of the operation of the OBA Program.

The result of this agreement is that until December 31, 2023 (or the date of any earlier OEB Decision related to the OBA Program):

- (a) the Billing Fees to be applicable in the current year will be based on the Billing Fees applicable at the end of the previous year, subject to annual increases equal to the annual percentage change in the Canadian Consumer Price Index ("CPI"), All Items, but not to exceed 2.5% per year.
- (b) the costs used to determine net revenues for the OBA Program for the current year will be based on the costs applicable at the end of the previous year, adjusted in the same way as the Billing Fees.
- (c) the sharing of OBA program net revenues between Enbridge Gas and ratepayers will continue in the same manner as set out in the 2014 OBA Settlement Agreement. The OBA program will provide a credit of at least \$5.389 million each year for ratepayers from the net revenues of the OBA program, subject to adjustment through the Open Bill Revenue Variance Account (OBRVA). The terms of the existing OBRVA will be retained for the period covered by this agreement.

This agreement is without prejudice to the positions that parties may take in any future proceeding in relation to the future operation and financial arrangements associated with the OBA Program.

The parties acknowledge that Enbridge Gas has the right now, and should continue to have the right, to terminate the OBA Program at any time as long as it complies with the Open Bill Agreement. The parties also acknowledge that any party can, at any time, apply to the OEB to



end or amend the OBA Program because that party believes the program is contrary to the public interest.

**Evidence:** The evidence in relation to this issue includes the following:

B-1-1	Open Bill Access Services
B-1-1, App. A	EB-2013-0099 Settlement Agreement
B-1-1, App. B	Open Bill Access Billing and Collection Services Agreement
I.A.EGI.STAFF.1-8	Response to Staff Interrogatories #1 to 8
I.A.EGI.BOMA.1-7	Response to BOMA Interrogatories #1 to 7
I.A.EGI.CME.1	Response to CME Interrogatory #1
I.A.EGI.HVAC.1 – 29	Response to HVAC Interrogatories #1 to 29
I.A.EGI.IGUA.1	Response to IGUA Interrogatory #1
I.A.EGI.VISTA.1-4	Response to Vista Interrogatories #1 to 4

## 2. Termination of Bill Insert Program

In the 2014 OBA Settlement (at pages 5-6), the parties agreed that if the proportion of Bill Insert revenues from one client in 2016, 2017 or 2018 are greater than 75%, then Enbridge Gas will either discontinue the Bill Insert Program or apply (by June 30<sup>th</sup> of the year following the year when revenues from one customer exceeded the threshold) to continue the program with modifications designed to obtain greater market participation. During 2018, only one party made significant use of the Bill Insert offering and the revenues from that party were more than 75% of the total revenues for the Bill Insert Program.

Further to Item #3 in the March 2019 Partial Settlement Agreement, all parties agree that Enbridge Gas will discontinue its Bill Insert Program until such time as any new proposed approach for the Bill Insert program is proposed and approved by the Board. No such proposal is being made in this case.

**Evidence:** The evidence in relation to this issue includes the following:

B-1-1	Open Bill Access Services
B-1-1, App. A	EB-2013-0099 Settlement Agreement
I.A.EGI.STAFF.2	Response to Staff Interrogatory #2
I.A.EGI.BOMA.5	Response to BOMA Interrogatory #5
I.A.EGI.CME.1	Response to CME Interrogatory #1
I.A.EGI.VISTA.2	Response to Vista Interrogatory #2

## 3. Customer Information

The parties agree that it is appropriate for existing and new OBA customers to receive current information about the OBA Program and customers' rights and obligations under the OBA Program. To accomplish this, Enbridge Gas will prepare (with input from interested parties) a one-page Enbridge-branded customer information sheet that describes the OBA Program, with emphasis on customer rights and obligations. This one-page customer information sheet will explain that Billers are unrelated third parties, and will explain how billing works (including the fact that Enbridge Gas will not disconnect for non-payment of OBA charges) and will also set out the customer's rights in relation to charges that it disputes.

This one-page customer information sheet will be provided to all Enbridge Gas customers in the Enbridge Gas Distribution rate zone as a bill insert in 2020 (at Enbridge Gas's expense), and will be provided by Billers to all new OBA Customers at or around the time that the new customers contract, or are provided their welcome package, for services being billed through the OBA Program. The one-page customer information sheet will also be posted on the Enbridge website.

The parties agree that Enbridge Gas will prepare the one-page customer information sheet after the Board issues a Decision in this proceeding (because the determination of the Unsettled Items will impact what is set out in the document). Enbridge Gas will provide the draft one-page customer information sheet to all parties at the same time as it issues the invitation to participate in the process to renegotiate the OBA Agreement (see Settled Item #7, below). As part of the contract renegotiation process, parties will be invited to provide their suggestions to Enbridge Gas about changes that should be made to the one-page customer information sheet, and parties will also be invited to provide Enbridge Gas with suggestions about how often the one-page customer information sheet should be provided as a bill insert to all Enbridge Gas customers in the Enbridge Gas Distribution rate zone (at Enbridge Gas's expense) - the ultimate decision as to frequency will be left to Enbridge Gas.

**Evidence:** The evidence in relation to this issue includes the following:

B-1-1	Open Bill Access Services
B-1-1, App. A	EB-2013-0099 Settlement Agreement
B-1-1, App. B	Open Bill Access Billing and Collection Services Agreement

#### **4. Annual Stakeholder Meeting and Ongoing Reporting**

The parties agree that Enbridge Gas will host an annual OBA Stakeholder Meeting (starting in 2020), to provide information and updates about the OBA Program to all interested parties. All Billers, along with OEB staff and additional parties in this Open Bill proceeding and parties in Enbridge Gas's current rate proceeding will be invited to participate in the annual stakeholder meeting. The discussions at the meeting (including documents exchanged) will be not be confidential (unless the parties agree otherwise for one or more discrete items). At the meeting, Enbridge Gas will provide relevant updates about the OBA program (for example, updates about the status of CIS changes and impacts on the OBA program) and will consider suggestions and answer stakeholder questions.

The parties also agree that Enbridge Gas will provide certain anonymized data about the operation of the OBA Program on a quarterly basis beginning in late 2019. The information to be provided by Enbridge on a quarterly basis will be: (i) the number of active Billers per month (see HVAC interrogatory #8); (ii) the number of new Billers per month (see HVAC interrogatory #8); (iii) the number of service bills per Biller for the past quarter (with the Billers to be listed on a no-names basis); (iv) the number of OBA charges removed from the Enbridge bill because of complaints or customer requests per month; (v) the number of removed OBA charges that are reinstated per month; (vi) information about complaints received (excluding Biller names), organized by category (see Vista interrogatory #4, which lists disputes by billing code); and (v) information about total number of phone calls received by Enbridge Gas related to the OBA program. Enbridge Gas agrees that it will provide context about the numbers of charges

removed/reinstated and complaints, so that these can be understood in the context of the total number of OBA bills each month or year. Parties acknowledge that the scope and content of information to be provided about charges removed and reinstated, and about complaints, will be determined by the parties concurrent with their discussions about the new OBA Agreement that will be negotiated after the Board's Decision on the Unsettled Items.

**Evidence:** The evidence in relation to this issue includes the following:

B-1-1	Open Bill Access Services
B-1-1, App. A	EB-2013-0099 Settlement Agreement
B-1-1, App. B	Open Bill Access Billing and Collection Services Agreement
I.A.EGI.HVAC.6 and 8	Response to HVAC Interrogatories #6 and 8
I.A.EGI.VISTA.4	Response to Vista Interrogatory #4

## **5. Dialogue with Smaller Billers**

In order to encourage growth in the number of Billers using the OBA Program, Enbridge Gas agrees that it will coordinate a dialogue with current and potential small Billers (with HVAC's assistance) to assess what improvements could be made to the OBA Program to make it more attractive to these potential users.

Enbridge Gas agrees that it will report back on the results of this outreach, and potentially make a proposal for new OBA billing options, at the first Annual Stakeholder Meeting.

**Evidence:** The evidence in relation to this issue includes the following:

B-1-1	Open Bill Access Services
B-1-1, App. B	Open Bill Access Billing and Collection Services Agreement
I.A.EGI.HVAC.8	Response to HVAC Interrogatory #8

## **6. Expansion of OBA Program to Union Gas service area**

Enbridge Gas agrees that it will not seek to expand the full OBA Program into the Union Gas service area without first making application to and receiving approval from the OEB. Enbridge Gas may make that request as part of its OBA Application around the time of rebasing (end of 2023) or at any point in advance of that time. In any event, Enbridge Gas commits that as part of its next OBA application, it will either apply to expand the OBA program into the Union Gas service territory, or include an explanation about why such a request is not being made.

Notwithstanding the above, all parties acknowledge and agree that Enbridge Gas will proceed with the limited DSM-focused Open Bill program in the Union Gas territory for conservation related services starting in early 2020, as contemplated by the OEB's directions and decisions in the 2015-2020 DSM Plan proceeding (EB-2015-0029/0049) and the DSM Mid-Term Review Report (EB-2017-0127/0128). The costs and revenues associated with that DSM-focused Open Bill program will be considered along with other DSM activities, and not included in the net revenues for this OBA Program.

**Evidence:** The evidence in relation to this issue includes the following:

B-1-1	Open Bill Access Services
I.A.EGI.HVAC.3, 7, 17 and 28	Response to HVAC Interrogatories #3, 7, 17 and 28
I.A.EGI.VISTA.1	Response to Vista Interrogatory #1

## **7. Future Review of OBA Agreement with Billers**

As set out in the March 2019 Partial Settlement Proposal, Enbridge Gas will reopen the OBA Agreement for discussion and negotiation with all Billers and all intervenors in this proceeding. Enbridge Gas agrees that it will issue an invitation to commence such negotiations within 60 days of the OEB's Decision in this proceeding.

**Evidence:** The evidence in relation to this issue includes the following:

B-1-1	Open Bill Access Services
B-1-1, App. B	Open Bill Access Billing and Collection Services Agreement
I.A.EGI.HVAC.6, 10, 11, 13, 14	Response to HVAC Interrogatories #6, 10, 11, 13, 14

## **THE UNSETTLED ITEMS**

There are two items on which the parties have not agreed, and which the parties would like the Board to determine:

1. What control should OBA customers have over the addition, removal and reinstatement of third party charges on their Enbridge Bill through the OBA Program?

Currently, Billers advise Enbridge Gas when to add or remove charges on the Enbridge bill, and the amount of those charges. Customers can call Enbridge Gas to dispute whether those charges are valid, and temporarily or permanently have them removed from the Enbridge bill if the dispute is not resolved. Billers or customers can advise Enbridge Gas that a dispute has been resolved, and when the Biller advises Enbridge, the charges are reinstated unless customers launch an additional dispute. Some parties want to retain the status quo. Other parties want customers to have the right to advise Enbridge Gas at any time, either by telephone or online, and whether or not they dispute the amounts claimed, whether they want the Enbridge bill to be the method by which they pay the charges from a Biller. Where a charge is removed from the Enbridge bill, it will still be open for a Biller to collect that charge through another means (but Enbridge will have no involvement or responsibility in relation to that charge).

2. What restrictions, if any, should be placed on billing OBA customers for penalties, exit or termination fees, or similar charges through the Enbridge bill?

Currently, Enbridge Gas permits Billers to include all charges permitted by the Biller's contract on the Enbridge Bill through the OBA program. This may include charges for penalties, exit or termination fees, or similar charges. Some parties believe that using the Enbridge bill for

charges in this category should be prohibited completely. Other parties believe that, if a customer has agreed that such charges should be paid through the Enbridge bill, that method of billing should be allowed.

Parties are free to take any position they deem appropriate on each of these two Unsettled Items.

Enbridge Gas agrees that it will provide brief supplementary evidence about its current approach and practices relevant to each of these Unsettled Items. Other parties may submit relevant evidence on the Unsettled Items in advance of the Board's hearing of the Unsettled Items.

All parties suggest that it is appropriate for the Board to convene an oral hearing to determine the Unsettled Items, in order to provide the Board with all relevant evidence, and to allow for the evidence provided by Enbridge Gas and other parties to be tested.

The parties agree that the Board's determination on these two Unsettled Items will be reflected in the go-forward operation of the OBA Program, as part of the updated OBA Agreement that will be negotiated after the OEB's Decision is issued and as part of Enbridge Gas's Biller Manual and OBA business processes.