



BY EMAIL and RESS

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January 27, 2020
Our File No. 20180319

Ontario Energy Board
2300 Yonge Street
27th Floor
Toronto, Ontario
M4P 1E4

Attn: Christine Long, Registrar and Board Secretary

Dear Ms. Long;

Re: EB-2018-0319 – Open Bill – HVAC Positions

We are counsel for the HVAC Coalition. Pursuant to Procedural Order #10, this letter sets out the initial positions of the HVAC Coalition on the two unsettled issues. These positions are, of course, subject to the evidence and cross-examination in the oral hearing, and the argument-in-chief of the Applicant Enbridge Gas Inc.

Issue #1. What control should OBA customers have over the addition, removal and reinstatement of third party charges on their Enbridge Gas bill through the OBA services?

HVAC Coalition believes in the basic principle that the utility bill is between Enbridge and its customer, and involvement of third parties should be a secondary use. It follows that third parties should only be allowed to bill Enbridge customers on the Enbridge bill if those customers expressly agree and continue to agree to that form of billing.

For administrative simplicity, HVAC Coalition agrees that billers should be allowed to add new charges to the Enbridge bill if a) they have a signed authorization from the customer to do so, and b) they certify to Enbridge that they have that authorization. The only justification for this ability for billers to give instructions to Enbridge is the large number of items that are added to the Enbridge bill by billers every month.

To maintain customer control, customers should have the absolute right to tell Enbridge at any time, and without being required to justify themselves, that they no longer want their Enbridge bill used to bill a) an individual charge or set of charges, b) any charges from an identified third party, or c) any charges from anyone other than charges from Enbridge for natural gas, gas distribution, storage and transmission, and related items. Once the customer invokes their right to control what is on their bill, Enbridge should without any delay implement those instructions, and continue to maintain that state of affairs until the customer gives express instructions otherwise.

Customers should be able to give Enbridge instructions by telephone, online, or in writing, as long as the instructions are contemporaneous, and are specific to the actual actions Enbridge is being asked to take.

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

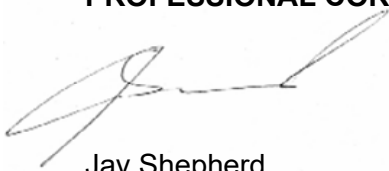
Penalties, exit or termination fees (including buyouts), or similar charges should not be billed through the Enbridge bill. The bill is best suited to periodic payments for financing, lease or rental of equipment, or for service plans. Further, there is a long history of lump sum payments being abused by billers, in many cases precisely because they are on the utility bill so customers feel compelled to pay them.

Because payments in this category are generally larger, it is relatively easy and cost-effective to invoice and collect for these amounts using other methods, such as credit cards, cheques or even cash. Since each such payment is a specific, non-periodic transaction, there is already engagement by both biller and customer, so the only thing that billing on the utility bill adds is an element of coercion.

All of which is respectfully submitted.

Yours very truly,

**SHEPHERD RUBENSTEIN
PROFESSIONAL CORPORATION**



Jay Shepherd

cc: Martin Luymes, HVAC (email)
Interested Parties