

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**

**COMPENDIUM OF ENBRIDGE GAS INC.
FOR EVIDENCE IN CHIEF
JANUARY 30, 2020**

Compendium of Enbridge Gas Inc. for Evidence in Chief, January 30, 2020

1. Enbridge Gas Evidence in Chief, January 30, 2020
2. Response to HVAC interrogatory #29, providing a history of the number of Billers using the OBA program and the number of bills issued by Enbridge Gas on behalf of those Billers
3. Appendix B to the OBA Manual, setting out a full list of the products that can be billed through the OBA program (taken from the Response to HVAC interrogatory #26)
4. Supplementary Partial Settlement Proposal, dated October 23, 2019
5. Enbridge Gas supplementary evidence on the Unsettled Items - Exhibit B, Tab 2, Schedules 2 and 3 (without attachments)
6. Sample dispute report – taken from the response to VECC interrogatory #6
7. Section 7.1 of the OBA Agreement (Representations and Warranties by the Biller) – taken from Exhibit B, Tab 1, Schedule 1, Attachment 2
8. Enbridge Gas position statement, set out in the response to HVAC Interrogatory #30
9. Information about the number of resolved disputes each year, set out in response to Staff Interrogatory 9(c)

TAB 1

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

Evidence in Chief of Enbridge Gas Inc. (Enbridge Gas) – January 30, 2020

The following is an outline of the evidence in chief that the Enbridge Gas witness panel plans to provide at the outset of its testimony at the oral hearing for the unsettled items in this proceeding.

1. Please explain your role with the OBA program

a. Tracy Lynch

My title is Director, Large Volume Contracting and Policy and I am responsible for the overall management of the OBA program.

b. Amir Hasan

My title is Supervisor, Third Party Programs. I am responsible for the day to day operations of the Open Bill Program.

c. Scott Foster

My title is Advisor, Third Party Programs. I am responsible for Biller relationships and compliance management of the OBA program.

2. On behalf of the witness panel, Ms Lynch can you please confirm that the evidence prepared in this proceeding related to the OBA program, including interrogatory responses, was prepared by you or under your direction, and that to the best of your knowledge it is accurate, and that you adopt it for the purpose of your testimony.

Confirmed.

3. *Please provide us with a brief description of the OBA program.*

The Open Bill Access or “OBA” program provides billing and collection services to third parties for their non-gas products and services through the Enbridge Gas bill.

The services provided through the OBA Program include:

- Billing of products and services, including bill processing and delivery;
- Collection of Biller charges and remittances;
- Basic Call Centre support; and
- Customer Dispute Tracking.

The program is funded through fees paid by Billers and it currently provides an annual net benefit of \$5.389 million to ratepayers in the Enbridge Gas rate zone. This is included in rates until the end of 2023.

4. *Please describe the current status of the OBA program*

Enbridge Gas currently has contracts with 117 Billers. Approximately 1.4 million customers are billed through the program each month. The response to HVAC interrogatory #29 provides a history of the number of Billers using the OBA program and the number of bills issued by Enbridge Gas on behalf of those Billers.

Over 100 products and services can be billed through the program, such as water heaters, air conditioners, furnaces and protection plans. A full list of the products that can be billed through the OBA program can be found in Appendix B of the OBA Manual which is provided in the response to HVAC interrogatory #26.

5. *Can you please briefly explain the regulatory approvals for the OBA program over the past years.*

The current OBA program was first approved by the Ontario Energy Board (Board) in 2007, and since that time the Board has approved several settlements reached through the collaborative efforts of Enbridge Gas, Billers, customer groups and other interested parties.

These settlements have resulted in a number of positive improvements to the OBA program and in each proceeding, all parties agreed to the continuation of the OBA program and the related financial terms.

6. *Please describe Enbridge Gas' application in this proceeding*

Enbridge Gas applied in December 2018 for approval to extend the existing financial terms of the OBA program for 2 years, until the end of 2020. Enbridge Gas indicated that it would file a longer-term application after that time.

Early on in the process, HVAC Coalition indicated that they were reserving the right to challenge the ongoing operation of the OBA program. That led to a first Partial Settlement in March 2019 which set out a process for the Board to determine HVAC's issue and allowed the OBA program to continue in the meantime.

Following Board approval of the March 2019 Partial Settlement, Enbridge Gas answered more interrogatories and the interested parties met for a series of ADR sessions in June, July, September and October of 2019.

7. *We know that the parties were able to reach a settlement on most aspects of Enbridge Gas' application. Can you please summarize the settlement that was reached.*

The ultimate result was the development of a Supplementary Partial Settlement Proposal (Supplementary Settlement) in October 2019 which was filed with and approved by the Board.

Key aspects of the Supplementary Settlement include:

- Continuation of OBA program until the end of Enbridge Gas' deferred rebasing period (December 31, 2023);
- Continuation of existing financial terms of the OBA program;
- Commitment by Enbridge Gas to providing information about the OBA program and customer rights and obligations;
- Initiation of annual meetings of OBA stakeholders, and ongoing provision of information about program performance by Enbridge Gas to interested parties; and
- Agreement by Enbridge Gas to re-negotiation of the OBA Contract between Enbridge Gas and Billers.

8. *What remained outstanding after the October 2019 Supplementary Settlement?*

The parties to the Supplementary Settlement identified two discrete items to be determined by the Board. Those are the only items left to be determined.

These unsettled items are specifically described as follows:

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?
9. *Can you please summarize Enbridge Gas' current practices for the first unsettled item.*

Enbridge Gas filed Supplementary Evidence in November 2019 (marked as Exhibit B, Tab 2, Schedule 2) describing its current practices. Subsequently, Enbridge Gas answered interrogatories on this supplementary evidence.

For the first unsettled item, Enbridge Gas currently provides a tracking service for disputes between Billers and Customers. It is the Biller's responsibility to manage customer relations and resolve conflicts.

As shown in Table 1 of Enbridge Gas' Supplementary Evidence the number of disputes in relation to the total number of bills is quite small and has ranged from 0.15% to 0.18% over the past few years.

In the current OBA dispute management process, an OBA customer can call Enbridge Gas to dispute a charge. They can also create a dispute through the Enbridge Gas website if they have an online account.

In either case, the dispute is logged in the Enbridge Gas Dispute Tracker. It is then reported to the Biller in the daily dispute report. Depending on the details provided, the dispute is logged as Consumer Protection Act "CPA" or "non-CPA".

A sample dispute report can be found in the response to VECC interrogatory #6.

Billers have the responsibility to communicate the status of each Customer Billing Dispute to the Enbridge Biller Hotline by email, on or before the due date. For CPA disputes the Biller has 15 days to resolve the dispute. For non-CPA disputes they have 45 days. The majority of the dispute process between Enbridge Gas and the Biller is automated.

Customer Billing Disputes are deemed closed in the disputes tracking system if either of the following occurs:

- Enbridge Gas will close the dispute if it is not closed in the tracking system by the Biller by the due date identified in the Dispute Report. Enbridge

Gas then credits the disputed charge(s) from the bill and blocks that product from being billed to that customer from that Biller going forward; or

- The dispute is closed in the tracking system by the Biller if they have resolved the dispute with the customer - for example, the customer agrees to pay, or agrees to a credit to settle the dispute, or the Biller has advised the customer that they will remove and credit the charge.

If the customer calls again to say the dispute is not resolved, the dispute is reinstated, and the process starts again. However, the Biller only has until the original due date to resolve the dispute.

If it is after the original due date the Biller is given five business days to resolve the dispute. If the dispute is not resolved by the new due date, Enbridge Gas will close the dispute, credit the disputed charges and block the billing.

If a dispute is reinstated a second time, the process does not start again. Enbridge Gas will close the dispute, credit the disputed charges and block the billing.

10. Can you please summarize Enbridge Gas' current practices for the second unsettled item.

For the second unsettled item, Enbridge Gas' current practice is to allow charges for approved Bill Type Codes as set out in appendix B of the OBA Manual. The OBA Manual is provided in the response to HVAC interrogatory #26. These Bill Type Codes include end of contract charges.

The expectation is that Billers are only billing charges that are allowed under the Customer Services Agreement with their customer. This requirement is set out in section 7.1 (d) of the OBA Agreement.

11. Does Enbridge Gas propose any changes to its current practices?

As set out in its response to HVAC Interrogatory #30, Enbridge Gas believes that the OBA program is functioning well. The program is the result of years of extensive consultation amongst Billers, consumer groups and Enbridge Gas.

For unsettled item #1, Enbridge Gas does not believe that OBA customers should direct the addition of third party charges on their Enbridge Gas Bill. This would be administratively burdensome and expensive, considering there are approximately 1.4 million OBA customers.

Enbridge Gas would support an updated approach to the current OBA complaint and dispute management process.

In the response to HVAC interrogatory #30 Enbridge Gas proposes to harmonize the duration of the dispute resolution process.

Under this approach all disputes would be resolved by the Biller within 15 days, failing which the disputed charge(s) would be credited back to the customer and the charge and Bill Type Code would be blocked from future billing.

If a customer contacts Enbridge Gas after a dispute was reported as resolved, and indicates this is not the case, then the disputed charge(s) would be credited back to the customer and the charge and Bill Type Code would be blocked from future billing.

Enbridge Gas believes that this updated approach strikes an appropriate balance between customer control and the effective operation of the OBA program.

Advantages of this proposed approach include:

- Providing customers with quicker resolution to their disputes;
- Ensuring that most disputes will be resolved within one billing period;
- Maintaining the opportunity for Billers to resolve misunderstandings and minor disputes and continue to use the OBA program to bill customers;
- Removes the requirement for Enbridge Gas to identify disputes as CPA vs non-CPA; and
- Minimizes changes and associated costs to OBA program back office processes and system changes.

For unsettled item #2 Enbridge Gas does not believe that restrictions are necessary to limit Billers from charging post termination amounts associated with their customer contracts.

Enbridge Gas believes that customers will have adequate protection from the proposed update to the complaint and dispute management process, which will allow customers to have disputed charges removed from the bill within 15 days if no resolution is reached with the Biller.

12. In their evidence, HVAC Coalition and Vista Credit have made alternate proposals to address the unsettled items.

- a. First, each of HVAC Coalition and Vista Credit have proposed that Enbridge Gas discontinue its current dispute process and instead simply*

remove any OBA charges from the bill immediately upon a customer complaint. Does Enbridge Gas support this proposal?

No. Enbridge Gas does not feel that this is a balanced approach for both customers and Billers, and it creates an additional administrative burden on the OBA program.

In addition, this takes away the opportunity for customers and Billers to resolve issues that may simply require a clarification between the parties.

As outlined in the evidence, most disputes are resolved before being removed from the bill. As shown in the response to Staff interrogatory #9 a) the resolution rate for disputes has ranged from 81% to 94% over the past few years.

This indicates that the vast majority of disputes can be resolved between the customer and the Biller provided they are given the time to do so. This demonstrates that the dispute mechanism is working in most cases, but it could be improved with some adjustments.

Enbridge Gas' proposal results in a more expedited approach to dispute resolution, providing 15 days for all disputes, and it utilizes the system functionality that is already in place.

As previously indicated the current process is largely automated. If the dispute mechanism is removed the back office must manually make changes in the system to immediately stop billing, take off the charge and credit the customer.

Enbridge Gas is currently under a system freeze. Until such time that system changes can be made, additional administrative steps would be required to implement the changes proposed.

- b. *Second, HVAC Coalition and Vista Credit propose that billers should not be permitted to include end of contract charges, such as termination and buy-out charges, on the Enbridge Gas bill. Does Enbridge Gas support this proposal?*

No, Enbridge Gas does not support this proposal for several reasons. The OBA program contemplates that Billers may include any charges allowed under their Customer Services Agreement onto customer bills. This may include end of contract charges.

Enbridge Gas expects that Billers would use other means to charge end of

contract charges if they were not permitted to be included on the Enbridge Gas bill.

Enbridge Gas believes that customer convenience and choice is better accommodated by allowing the charges to be included as part of the OBA program.

Enbridge Gas' proposed update to the dispute management process will allow a customer to have any charges that are disputed removed from the Enbridge Gas bill within 15 days.

13. Finally, I note that parties submitted their position statements over the past few days. One of these is from OEB Staff. They have an alternate proposal for the first unsettled item. As I understand it, OEB Staff proposes two new approaches.

- a. First, OEB Staff proposes that when a customer requests that a third party charge be removed from the Enbridge Gas bill, then Enbridge Gas should notify the Biller and effect the removal 10 business days later, unless the Biller says that no delay in removing the charge is necessary or the customer or the Biller (with written authorization provided by the customer) specifically withdraws the request during that time period.*

What is Enbridge Gas' response to that proposal?

Enbridge Gas believes that the proposal that we have made for a 15 calendar day dispute period is more efficient and effective.

We have three concerns with the OEB Staff proposal.

First, a system that contemplates customers reaching out directly to Enbridge Gas to confirm the resolution of their dispute will create the need for a large number of manual transactions. Considering that currently more than 20,000 disputes per year (around 90% of all disputes) are resolved between the Biller and the customer before the end of the dispute period, the number of manual transactions under the OEB Staff proposal would be significant. The number of resolved disputes each year is set out in response to Staff Interrogatory 9(c).

Second, the OEB Staff proposal seems to contemplate that the only resolution of a dispute is the continuation of the same disputed OBA charge on the Enbridge Gas bill. In our experience, what often happens is that a dispute is resolved by the Biller and the customer agreeing on a different negotiated solution. This could include a change to the billed amount, or to the frequency of the billed amount. Enbridge Gas has business practices in place to accommodate receiving this updated information from Billers on an automated basis, and

implementing the resolution in subsequent billing. This will not be possible where it is the customer who is communicating the terms of an alternate resolution. There is also concern that the customer description of the resolution will be incomplete, requiring further interactions.

Finally, the option suggested by OEB Staff where the Biller would tell Enbridge Gas that no delay in removing the disputed charges is necessary will likely require manual intervention for each transaction unless the Biller is submitting an updated billing file. In any event, given that a customer is not required to pay a disputed charge during a dispute period (and is informed of that fact), this step does not seem necessary.

Enbridge Gas believes that a better balance between customer choice and convenience and administrative efficiency is achieved by its proposal, which sees a charge being removed 15 days after a customer raises a dispute unless the Biller advises of a resolution and submits details of the resolution.

- b. OEB Staff also indicates their proposal that a third party charge can only be added or reinstated on the Enbridge Gas bill by way of written authorization by the customer or the Biller (providing the specific written authorization by the customer to add or reinstate the third party charge).*

What is Enbridge Gas' response to that proposal?

Enbridge Gas does not agree that specific written authorization from the customer is required to include an OBA charge on the Enbridge Gas bill in the first instance (that is, before any dispute arises). This would be administratively very difficult. Each year, Enbridge Gas receives requests to add as many as 800,000 new OBA transactions to its bills. It would not be feasible for Enbridge Gas to have to receive and administer that volume of customer authorizations.

Enbridge Gas does not believe that there is any problem that needs to be solved in terms of adding new OBA charges to Enbridge Gas customer bills. The current approach is working well. At present, each day Billers send a file to Enbridge Gas with all of the new charges to be included, along with the charges no longer to be billed. Under the OBA Agreement, Billers warrant that they are only adding charges that are clearly and unambiguously established in their valid Customer Service Agreement with a customer. The reference for that is section 7.1(d) of the OBA Agreement between Enbridge Gas and Billers.

Enbridge Gas does, however, agree with OEB Staff that when an OBA charge has been removed from the Enbridge Gas bill following a dispute and the expiry of the 15 day resolution period, then that charge should only be reinstated with written authorization from both the customer and the Biller. At that time, the

assumption should be that the customer does not agree to the reinstatement of the charge unless the Biller provides written notice to Enbridge Gas (including authorization from the customer) that the charge should be reinstated.

14. Thank you. I have no further questions.

TAB 2

ENBRIDGE GAS INC.

Answer to Interrogatory from
HVAC Coalition ("HVAC")

Reference: [HVAC.12]

Question:

Please provide a table, in the same format as the attachment to HVAC.12, and using the same numbers to refer to each specific biller, showing the monthly actual numbers of billed items, by biller, for each of the years 2014-2018. Please provide the results in Excel format.

Response

Please see the updated response to HVAC Interrogatory #8. As explained in that response, Enbridge Gas is not able to provide the requested information as the data is not maintained in a manner that generates consolidated/summarized reports on number of charges billed. Enbridge Gas estimates that it would take around four weeks to generate the spreadsheet requested. It is not clear to Enbridge Gas that the usefulness of any response justifies this level of effort.

The attached Excel file shows the number of bills for each Biller, for each month of the years 2014 to 2018. The Billers are listed in the same manner as in the spreadsheet attached to HVAC Interrogatory #12. The Billers who did not have any 2018 bills are found at the bottom of the new spreadsheet.

[illegible]

TAB 3

Appendix B Bill Type Codes

EGD Bill Type Code	English Bill Message	French Bill Message
1	Merchandise	Marchandise
2	Forced Air Furnace	Fourn. à air force
3	Space Heater	Chaufferette à gaz
4	Account Setup Set-up	Ouverture de compte
5	Comm. / Ind. Equipment	Equipment com./ind.
6	Range	Cuisiniere
7	Dishwasher	Lave-vaisselle
8	Dryer	Secheuse
9	Clothes Washer	Lessiveuse
10	Air Conditioning	Climatisation
11	Energy Audit	L'energie auditer
12	Unpaid Chrgs Returnd to Biller	Frais renvoyés à facturier
13	Water Heater	Chauffe-eau
14	Humidifier	Humidificateur
15	Refrigerator	Refrigerateur
16	Swimming Pool Heater	Chauffe-piscine
17	*Spare*	*Spare*
18	Food Freezer	Congelateur
19	Bbg Barbeque	Barbecue
20	Back Up Generator	Gen de secours
21	Fireplace	Foyer
22	Air Cleaner	Eclairage ornemental
23	*Spare*	*Spare*
24	Patio / Spa Heater	Chauffeur de patio
25	Chimney Liner Charge	Frais de doublage de cheminée
26	Ducting / Piping Charge	Frais de conduites/tuyauterie
27	Duct Cleaning	Nettoyage des conduites
28	*Spare*	*Spare*
29	*Spare*	*Spare*
30	Energy Eff. Products	Produits energie
31	Smart Thermostat	Thermostat Intelligent

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EGD Bill Type Code	English Bill Message	French Bill Message
32	Roof Replacement	Remplacement du toit
33	Kitchen Renovation	Reno - cuisine
34	Bathroom Renovation	Reno - salle de bain
35	*Spare*	*Spare*
36	Hydronic Htg. Equip.	Chauffage hydronique
37	*Spare*	*Spare*
38	*Spare*	*Spare*
39	Basement Renovation	Reno - sous sol
40	Water Conserv. Prod.	Prod-cons. de l'eau
41	Home Security System	Syst/Securite resid.
42	Home Improvements	Améliorations de résidence
43	*Spare* Home Monitoring Program	*Spare* Surveillance à domicile
44	Gas Boiler	Chaudiere à gaz
45	Window / Door	Fenetre/Porte
46	Attic Insulation	Isolation du grenier
47	Account Settlement Rental HVAC	Locations de solde de compte
48	Acct Settlement Rental Other	Locations de solde de compte
49	*Spare*	*Spare*
50	Kitchen Appliances	Appareils de cuisine
51	Water Heater	Chauffe-eau
52	Water Heater	Chauffe-eau
53	Space Heater	Radiateur
54	Conversion Burner	Brûleur de conversion
55	*Spare* LED Lighting	*Spare* Éclairage DEL
56	Space Conditioner	Climatisation
57	Make-Up Air	Air d'appoint
58	*Spare*	*Spare*
59	Heat Exchanger	Echangeur de chaleur
60	Furnace	Fournaise
61	Res. Hvac	Rés. cvc
62	Comm. Hvac	Comm. cvc
63	Fireplace	Foyer
64	Unit Heater	Radiateur
65	Air Conditioner	Climatisation

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EGD Bill Type Code	English Bill Message	French Bill Message
66	Balance Adjustment	ajustement Ajustement de la balance Balance
67	Commercial Water Heater	Chauffe-eau commercial
68	Commercial Conversion Burner	Brûleur de conv. commercial
69	Comm Commercial Space Heater	Radiateur commercial
70	Supplemental Equipment	Équipement supplémentaire
71	Comm. Supplemental Equipment	Équipement supp. comm.
72	Commercial Space Conditioner	Modificateur d'espace comm.
73	Home Services	Services à domicile
74	Water Softner Softener	Adoucisseur d'eau
75	Drinking Water System	Système d'Eau potable
76	Heating Protection Plan	Plan de protection-chauffage
77	Water Heater Protection Plan	Plan de protection-chauffe-eau
78	Rooftop Protection Plan	Plan de protection du toit
79	Make-Up Air Protection Plan	Plan de prot.-air d'appoint
80	Unit Heater Protection Plan	Plan de prot.-radiateurs
81	Plumb / Drains Protection Plan	Plan de prot.-plomberies
82	Appliance Protection Plan	Plan de prot.-appareils
83	Laundry Protection Plan	Plan de prot.-buanderie
84	Total Home Protection Plan	Plan de protection rés. total
85	Bill Payment Insurance	Assurance paiement de factures
86	Fireplace Protection Plan	Plan de protection du foyer
87	Boiler Protection Plan	Plan de protection chaudière
88	Cooling Plan	Plan-climatisation
89	Duct Cleaning Plan	Plan de nettoyage-conduites
90	Filter Protection Plan	Plan de protection du filtre
91	Carbon Offset	Compensation carbone
92	Customer Service	Service aux clients
93	Carbon Credit	Crédit de carbone
94	Inspection	Service general
95	Misc Products / Serv.	Autres
96	Service Visit Adjustment	Ajustement-visites de service
97	Service Visit	Visite de service
98	Miscellaneous	Divers
99	Refunded	Remboursé

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EGD Bill Type Code	English Bill Message	French Bill Message
100	Payment Protection Plan Prem.	Prime-plan de prot.-paiements
101	Payment Prot. Plan Prem. Adj.	Aj.prime-plan prot.-paiements
102	Payment Protection Plan Claim	Réclam.-plan prot.-paiements
103	Payment Prot. Plan Claim Adj.	Aj.récl.-pan prot.-paiements
104	Plan Assistance Premium	Prime d'aide au plan
105	Plan Assistance Premium Adj.	Ajust.-prime d'aide au plan
106	Heating Maintenance Plan	Plan d'entretien du chauffage
107	Cooling Maintenance Plan	Plan d'entretien-climatisation
108	Fireplace Maintenance Plan	Plan d'entretien du foyer
109	Total Home Plan	Plan résidentiel total
110	Protection Plan Adjustment	Ajust. au plan de protection
111	Warranty Parts Adjustment	Ajust.-pièces sous garantie
112	Extended Service Plan Adj.	Ajust.-plan de service étendu
113	Appliance Plan Adjustment	Ajust.-plan des appareils
114	Rental Warranty Adjustment	Ajust.-garantie de location
115	Customer Service Sales Adj.	Ajust.-ventes service-abonnés
116	Heating Protection Plan Adj.	Ajust.-plan de prot.-chauffage
117	Cooling Protection Plan Adj.	Ajust.-plan de prot.-clim.
118	Heating Maintenance Plan Adj.	Ajust.-plan d'entr.-chauffage
119	Cooling Maintenance Plan Adj.	Ajust.- plan d'entr.-clim.
120	Fireplace Maintenance Maint. Plan Adj.	Ajust.-plan d'entretien foyer
121	Plumbing/Drain Plan Adj.	Ajust.-plan de prot.-plomb.
122	Total Home Plan	Plan résidentiel total
123	Account Settlement Merchandise	Marchandise de solde de compte
124	Acct Settlement Protection Prot. Plan Plan	Plan de prot.solde de compte
125	Account Settlement Rentals	Locations de solde de compte
126	Account Settlement Service	Service de solde de compte
127	Customer Relations Adjustment	Ajust.-relations abonnés
128	Rental Buyout	Achat d'appareil loué
129	Rental Removal	Retrait d'appareil loué
130	Rental Adjustment	Ajustement à la location
131	Comm. Heating Plan Adj.	Ajust.plan de prot.-chauf.com.
132	Comm. Water Heatr Plan Adj.	Ajust. plan prot.-ch-eau.com.
133	Comm. Rooftop Plan Adj.	Ajust. plan de prot.-toit.com.

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TAB 4

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 12th, July 26th, September 4th and October 16th, 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 30th 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.

TAB 5

OPEN BILL ACCESS SUPPLEMENTARY EVIDENCE: CURRENT OBA COMPLAINT
AND DISPUTE MANAGEMENT PROCESS

1. Enbridge Gas' current dispute and complaint management process for the OBA Program is set out below. It is consistent with section 7.6 of the OBA Agreement, a copy of which is reproduced at Attachment 1 to this Exhibit. A full version of the current OBA Agreement is found at Exhibit B, Tab 1, Schedule 1. The operational details of the dispute and complaint management process are set out in section 3.7 of the OBA Biller User Manual, a copy of which is included as Attachment 2 to this Exhibit. A full version of the OBA Biller User Manual is attached to the response to BOMA interrogatory #6.

Dispute Process

2. If an OBA customer calls Enbridge Gas to dispute a charge from a Biller, the dispute is logged in the Enbridge Gas Dispute Tracker, and it is reported to the Biller in the daily dispute report. Depending on the details provided, the dispute is logged as "CPA" or "non-CPA". CPA refers to the Ontario *Consumer Protection Act, 2002*. A "CPA" dispute involves an allegation that the Biller has failed to comply with obligations under the CPA (such as incomplete disclosure, failure to provide a cooling off period, or improper door-to-door transaction, misrepresentation and failure to provide a copy of the contract). A "non-CPA" dispute does not relate to an allegation of non-compliance with the CPA.
3. As of July 30, 2019 Enbridge Gas customers with an online account may elect to initiate the dispute process online. The option for an OBA customer to raise disputes by calling Enbridge Gas remains in effect.

4. In terms of timing, Enbridge Gas begins measuring elapsed time as soon as a dispute is logged in Enbridge Gas' Dispute Tracker. There are two scenarios:
 - a) The dispute is a non-CPA dispute. In this instance the Biller has 45 days to resolve the dispute; and
 - b) The dispute is a CPA dispute. In this instance the Biller has 15 days to resolve the dispute.
5. There are three high-level outcomes:
 - i. A charge is taken off the bill when the Biller resolves it with the customer and agrees not to bill further charges and/or credits the previous billed charges;
 - ii. The Biller does not resolve the dispute in the time specified. Enbridge Gas then removes the disputed charge(s) from the bill. Enbridge Gas also blocks that product from being billed to that customer from that Biller going forward; or
 - iii. The customer agrees to the charges and pays the bill. In this instance the dispute is resolved and the billed item remains and will continue to be charged to the customer in the future.
6. If the Biller informs Enbridge Gas that the dispute is resolved then it is recorded as resolved. If the customer calls again to say the dispute is not resolved, the dispute process restarts. In this instance, however, the Biller only has the remaining days from the original dispute start date to resolve the dispute.

7. If the dispute is reinstated by the customer after the expiry of the 45 or 15 days time limit, the Biller is given 5 business days to resolve the dispute. If the dispute is not resolved then the charges are credited back to the customer (and charged back to the biller).
8. In the response to Vista interrogatory #4 Enbridge Gas provided the number of disputes by bill type code under the OBA program from 2014 to 2018. Enbridge Gas has now determined that some of the disputes noted in the table included in that response were counted more than once in certain instances. An updated interrogatory response to Vista #4 is provided in Attachment 3 to this Exhibit.
9. The number of disputes per year relative to the total number of bills issued per year is shown in Table 1. Enbridge Gas notes that the number of disputes per year as a percentage of total bills per year is very small. The information contained in Table 1 comes from the response to HVAC interrogatory #29 which is included in Attachment 4 to this Exhibit and the updated response to Vista #4 contained in Attachment 3 to this Exhibit.

Table 1: Total Disputes per Year and Total Number of Bills per Year

	2014	2015	2016	2017	2018
Total Disputes	27,402	30,819	26,601	25,272	26,373
Total Number of Bills	17,235,033	17,218,806	17,071,374	16,945,352	16,834,525
Disputes as a Percentage of Bills	0.16%	0.18%	0.16%	0.15%	0.16%

OPEN BILL ACCESS SUPPLEMENTARY EVIDENCE: EXIT & TERMINATION FEES

1. Under the OBA Agreement, a Biller engages Enbridge Gas to provide Billing Services in respect of amounts payable by the Customer pursuant to its Customer Services Agreement with the Biller. Those amounts may include rental buyout and other post-contract items. There are a series of covenants, representations and warranties in the OBA Agreement provided by each Biller with respect to the validity of the charges that the Biller requests the Company to bill (for example, Section 2.6 of the OBA Agreement). All charges or credits submitted by a Biller for inclusion on the Enbridge Gas bill must meet the requirements set out in the OBA Agreement (including the Biller User Manual).
2. There are 11 bill type codes related to rental buyout and other post-contract items. These bill type codes are set out in Table 1:

Table 1: Bill Type Codes for Rental Buyout & Other Post Contract Items

47	Account Settlement Rental HVAC
48	Acct Settlement Rental Other
66	Balance Adjustment
123	Account Settlement Merchandise
124	Acct Settlement Prot. Plan
125	Account Settlement Rentals
126	Account Settlement Service
127	Customer Relations Adjustment
128	Rental Buyout
129	Rental Removal
130	Rental Adjustment

3. Billers are responsible for following the OBA Agreement and the OBA Biller Manual when charging these fees to customers. Any disputes between the Biller and a

customer in relation to these fees is resolved using the process set out at Exhibit B, Tab 2, Schedule 2.

4. Table 2 shows, for the entire OBA Program, the annual number of transactions (Debits or Credits) for each of the bill type codes related to rental buyout and other post contract items.
5. Table 3 shows, for the entire OBA Program, the annual dollar amounts (Debits or Credits) for each of the bill type codes related to rental buyout and other post contract items.
6. Table 4 shows the number of rental buyout and other post contract items transactions in relation to the total number of OBA bills each year.
7. Table 5 shows the total dollar value of rental buyout and other post contract items in relation to the total amounts billed under the OBA Program.
8. Table 6 shows the total number of disputes related to rental buyout and other post contract items in relation to the total number of disputes under the OBA Program.

Table 2: Annual Number of Transactions for Bill Type Codes

Code	Number of Transactions	2014	2015	2016	2017	2018
47	Account Settlement Rental HVAC	2,439	2,056	2,407	2,349	3,453
48	Acct Settlement Rental Other	2,965	872	438	531	538
66	Balance Adjustment	10	21	22	25	43
123	Account Settlement Merchandise	317	201	279	193	170
124	Acct Settlement Prot. Plan	10,684	7,444	10,051	11,153	12,226
125	Account Settlement Rentals	31,141	26,003	27,718	37,667	39,569
126	Account Settlement Service	1,362	1,715	1,494	944	1,044
127	Customer Relations Adjustment	1,325	1,685	3,464	3,244	4,140
128	Rental Buyout	7,147	9,839	8,412	9,348	9,583
129	Rental Removal	2,366	2,927	3,378	3,319	2,899
130	Rental Adjustment	433	1,871	4,507	126,825	7,097
Total		60,189	54,634	62,170	195,598	80,762

Table 3: Dollar Amounts for Bill Type Codes

Code	Dollar Value of Transactions	2014	2015	2016	2017	2018
47	Account Settlement Rental HVAC	\$36,589	\$17,299	(\$17,942)	(\$45,349)	\$176,780
48	Acct Settlement Rental Other	\$434,638	(\$24,838)	(\$7,006)	\$20,926	\$1,367
66	Balance Adjustment	\$664	(\$2,683)	(\$520)	(\$2,795)	\$2,981
123	Account Settlement Merchandise	(\$37,577)	(\$10,412)	(\$26,545)	(\$27,429)	(\$24,165)
124	Acct Settlement Prot. Plan	\$519,263	\$345,060	\$625,667	\$522,137	\$410,313
125	Account Settlement Rentals	(\$161,475)	(\$183,164)	(\$320,721)	\$212,788	(\$290,717)
126	Account Settlement Service	(\$213,421)	(\$203,855)	(\$77,105)	(\$111,284)	(\$85,427)
127	Customer Relations Adjustment	(\$155,469)	(\$199,892)	(\$360,832)	(\$368,252)	(\$419,441)
128	Rental Buyout	\$3,502,596	\$7,017,628	\$9,184,734	\$11,662,963	\$11,946,189
129	Rental Removal	\$403,232	\$508,756	\$562,045	\$400,693	\$151,363
130	Rental Adjustment	(\$23,918)	(\$300,753)	(\$672,519)	(\$621,492)	(\$585,068)
Total		\$4,305,121	\$6,963,147	\$8,889,255	\$11,642,906	\$11,284,175

Table 4: Transactions & Total OBA Bills

	2014	2015	2016	2017	2018
Number of Rental Buyout & Other Post Contact Items Transactions	60,189	54,634	62,170	195,598	80,762
Total Number of OBA Bills	17,235,033	17,218,806	17,071,374	16,845,352	16,834,525
Percentage	0.35%	0.32%	0.36%	1.15%	0.48%

Table 5: Dollar Value of Transactions & Total OBA Billed Amounts

	2014	2015	2016	2017	2018
Dollar Value of Rental Buyout & Other Post Contact Items	\$4,305,121	\$6,963,147	\$8,889,255	\$11,642,906	\$11,284,175
Dollar Value of Total OBA Billed Items	\$572,097,290	\$605,121,258	\$638,927,588	\$666,652,480	\$691,822,199
Percentage	0.75%	1.15%	1.39%	1.75%	1.63%

Table 6: Number of Disputes & Total OBA Disputes

	2014	2015	2016	2017	2018
Number of Disputes Related to Rental Buyout & Other Post Contact Items	2,000	1,684	1,953	2,070	1,937
Total Number of OBA Disputes	27,402	30,819	26,601	25,272	26,373
Percentage	7.30%	5.46%	7.34%	8.19%	7.34%

TAB 6

ENBRIDGE GAS INC.

Answer to Interrogatory from
Vulnerable Energy Consumers Coalition ("VECC")

Interrogatory

Reference:

Exhibit B, Tab 2, Schedule 2, Attachment 2, page 2 of 17

Question(s):

Please provide a sample "daily Dispute Report" (with names of customers and biller redacted as necessary).

Response

Please see the table below.

Filed: 2019-12-16
EB-2018-0319
Exhibit I.VECC.6
Page 2 of 2

Record Type	Open_Bill_Reference_Number	Case_ID	Customer_Name	Customer_Address_Street_Num	Customer_Address_Street_Suffix	Customer_Address_Street_Name	Customer_Address_Misc	Customer_Address_City	Customer_Address_Province	Customer_Address_Postal_Code	Customer_Address_Country	Dispute_Initiation_Date	Bill_Type_Code	Bill_Print_Description	Transaction_Number	Charge_Amount	Status	Date_of_Last_Change	Date_Dispute_Must_Be_Solved	Reinstate_Indicator	Dispute_Comments
2	OBAREFNUM1234567890000000 AAAOCC11	123456789	SANTA CLAUS	123	0	STREET NAME	0	CITY	ON	L1L1 L1L1	CA	YYYYMMDD	51	Water Heater	4001100116	0	In Process	YYYYMMDD	YYYYMMDD	0	2016/04/06 12:58 NANCY Dufour 2016/04/06 12:58 NANCY Dufour Bill Date(s) of Dispute: MAR 1/16 TO PRESENT If dispute is for more than one month include each date. Add more lines if required. Amount of Dispute: \$18.43 + TAX. Product: RWV Reason for Dispute (use full sentences avoid short forms): CX SAID THIS WATER HEATER WAS RETURNED TO COZY COMFORT ON FEB 2 2016 AND THEY BILLED HIM UP TO MAR 22/16. HE'S DISPUTING CHARGES FOR THIS TIMEFRAME AND WOULD LIKE A CREDIT. Customer Name: SANTA CLAUSE Customer Phone Number: 416-123-4567 Biller Name (for dispute): COZY COMFORT ----- 2016/04/08 02:50 Reynaldo C Jonson Updated due date to 45 days
2	OBAREFNUM1234567810000000 AAAOCC11	234567891	TOOTH FAIRY	123	0	STREET NAME	0	CITY	ON	L1L1 L1L1	CA	YYYYMMDD	44	Gas Boiler	4000410616	0	In Process	YYYYMMDD	YYYYMMDD	0	2016/04/06 17:56 Cindie Holder 2016/04/06 17:56 Cindie Holder Biller Name: COZY COMFORT CPA Dispute: No Disputed Product: Gas Boiler Disputed Amount: 20.12 x 6 + tax Oct 2015 - Thru April 2016 Reason for Dispute: Tooth Fairy was billed for Gas Boiler by Cozy Comfort which was not signed for from Oct 2015 - April 2016 billing on customer's account. Customer wants these charges reversed. Customer has contacted the biller already and charges are still being applied Customers Preferred Contact Ph and Time: Provide valid 10 digit A phone number. 4162345678 If customer prefers they can provide a contact email address. **Email Confirmation Sent: Yes/No** **Locks Added: Account Level/Item Level** **Scripting Provided to Customer: Yes/No** ----- 2016/04/07 05:15 Hazel Angelica P Purisima Updated due date to 45 days
2	OBAREFNUM1234567810000000 AAAOCC3D	345678912	ELIZABETH QUEEN	123	0	STREET NAME	0	CITY	ON	L1L1 L1L1	CA	YYYYMMDD	60	Furnace	4000992074	0	In Process	YYYYMMDD	YYYYMMDD	0	2016/04/07 14:19 Brandy Maracle 2016/04/07 14:19 Brandy Maracle Biller Name: Cozy Comfort CPA Dispute: No Disputed Product: Rental Furnace Disputed Amount: \$32.00 plus HST Reason for Dispute: Elizabeth Queen was billed for a rental water heater on her 2016/03/21 invoice while tank has not been working properly for several months. Customer wants these charges reversed and tank removed. Customers Preferred Contact Ph and Time: 416-345-6789 anytime after 5pm -----
2	OBAREFNUM1234565AD8209A56 03DCD02	456789123	WILLIAM KING	123	0	STREET NAME	0	CITY	ON	L1L1 L1L1	CA	YYYYMMDD	84	Total Home Protection Plan	200973956	0	In Process	YYYYMMDD	YYYYMMDD	0	2016/05/03 02:37 Reynaldo C Jonson 2016/05/03 02:37 Reynaldo C Jonson 2016/05/02 13:38 Angela Ndlovu 2016/05/02 13:38 Angela Ndlovu Bill Date(s) of Dispute: April 2016 If dispute is for more than one month include each date. Add more lines if required. Amount of Dispute: \$4.60 Product: Cozy Comfort Reason for Dispute (use full sentences avoid short forms): cx has always had one charge for a total home protection plan and this month has two charges, please kindly review and reverse charge, thank you Customer Name: William King Customer Phone Number: 9051234567 Biller Name (for dispute): Cozy Comfort -----

TAB 7

ARTICLE VII – REPRESENTATIONS, INDEMNITIES AND DISPUTES**7.1 Representations and Warranties by the Biller**

The Biller hereby represents and warrants to the Company, on a continuous basis, as follows and acknowledges that the Company is relying upon the accuracy of each of such representations and warranties in connection with the execution of this Agreement by the Company and the acceptance of its rights and obligations hereunder:

- (a) at the date hereof and at all times during the Term all necessary action has been taken by the Biller to authorize the execution, delivery and performance by the Biller of this Agreement and this Agreement constitutes a legal, valid and binding obligation enforceable against the Biller in accordance with its terms;
- (b) the Biller has all necessary right, power and authority to transfer to the Company all of its Receivables Entitlements in the manner, and on the terms, provided for in this Agreement;
- (c) in all material respects, each Customer Services Agreement has been entered into in accordance with, and complies with, the *Consumer Protection Act* and, to the Biller's knowledge, is valid and binding on all of the parties thereto, and each such Customer Services Agreement shall be in full force and effect for as long as the Company provides Billing Services in respect of such Customer Services Agreement;
- (d) the Biller has clearly and unambiguously established the charges for the Customer Services being, or to be, billed to each Customer pursuant to the relevant Customer Services Agreement as required by Applicable Laws, including the Consumer Protection Act;
- (e) all Customer account and other information provided or made available to the Company by the Biller from time to time shall be correct and complete in every material respect;
- (f) at the time of any transfer to the Company by the Biller of any Receivables Entitlements relating to Biller Receivables as contemplated in this Agreement, including pursuant to Section 4.2, the Biller has good title thereto and is entitled to so transfer such Receivables Entitlements without notice to or consent of the relevant Customer or any other party, and each such transfer shall be made free and clear of all Liens (other than Permitted Liens);
- (g) the Biller is solely responsible to provide to the Company all the necessary and correct information required by the Company in respect of each Customer to permit the Company to fulfill its obligations under this Agreement and the Company is entitled to rely solely on such information in that regard;
- (h) each Customer Services Agreement (i) does not expressly contemplate or permit any right of deduction or set-off pursuant to invoices; (ii) does not allow for any

grace period in making payments thereunder; and (iii) includes the obligation of the Customer to make regular payments during the period and at the rate set out therein and communicated to the Company as contemplated herein; and

- (i) the Biller will remit to the relevant Governmental Authority all Taxes payable by Customers in respect of Customer Services in accordance with Section 5.1 of this Agreement.

7.2 Representations and Warranties by the Company

The Company hereby represents and warrants to the Biller, on a continuous basis, as follows and acknowledges that the Biller is relying upon the accuracy of each of such representations and warranties in connection with the execution of this Agreement by the Biller and the acceptance of its rights and obligations hereunder:

- (a) at the date hereof and at all times during the Term all necessary action has been taken by the Company to authorize the execution, delivery and performance by the Company of this Agreement and this Agreement constitutes a legal, valid and binding obligation enforceable against the Company in accordance with its terms;
- (b) the Company has all necessary right, power and authority to purchase from the Biller the Receivables Entitlements and to render accounts to and receive payments from the Customers in accordance with the provisions of this Agreement;
- (c) subject to the terms and conditions hereof, the Company shall be solely responsible for obtaining, at its own expense, rights to use the necessary customer information and billing services systems as required to provide the Billing Services contemplated herein; and
- (d) the employees, agents or subcontractors of the Company who will be providing the Billing Services shall possess such skills and qualifications as are necessary or desirable for the performance of the Billing Services.

7.3 Indemnity

7.3.1 Indemnification of the Company - The Biller hereby agrees to save harmless and indemnify the Company, its directors, officers, employees and agents (the "**Company Indemnified Parties**") from and against all damage, loss, deficiency, cost, liability and expense to the Company, howsoever caused, which the Company may suffer or incur as a result of, in respect of or arising out of:

- (a) any material breach of this Agreement by the Biller;
- (b) any breach by the Biller of any of the covenants set out in Section 2.6 or Section 5.1 or any of the representations and warranties set out in Section 7.1;

TAB 8

ENBRIDGE GAS INC.

Answer to Interrogatory from
HVAC Coalition ("HVAC")

Interrogatory

Reference:

[Ex. B/2/1, p. 1]

Question:

Please advise the position of Enbridge with respect to each of the two unsettled items. If Enbridge has no position, please advise. If Enbridge supports a particular position, please explain the rationale behind that position.

Response

Enbridge Gas believes that the OBA program is functioning well. It is the result of years of extensive consultation amongst billers, consumer groups and Enbridge Gas.

Enbridge Gas does not believe that OBA customers should direct the addition of third party charges on their Enbridge Gas Bill through the OBA services. This would be administratively burdensome and expensive, taking into account that there are approximately 1.4 million OBA customers.

Enbridge Gas would support an updated approach to the current OBA complaint and dispute management process (described at Exhibit B, Tab 2, Schedule 2). This updated approach would harmonize the duration of the dispute resolution process, so that all disputes would be resolved by the Biller within 15 days failing which the disputed charge(s) would be credited back to the customer and charged back to the Biller and the charge and Bill Type Code would be blocked from future billing. Additionally, if a customer contacted Enbridge Gas after a dispute was reported as resolved, and indicated this is not the case, then the disputed charge(s) would be credited back to the customer and charged back to the Biller and the charge and Bill Type Code would be blocked from future billing.

Enbridge Gas believes that this updated approach strikes an appropriate balance between customer control and the effective operation of the OBA program. Advantages of this updated approach include the following:

- Provides customers with quicker resolutions to their disputes;
- Ensures that most disputes will be resolved within one billing period;
- Maintains the opportunity for Billers to resolve misunderstandings and minor disputes and continue to use the OBA program to bill customers;
- Removes the requirement for Enbridge Gas to identify disputes as CPA vs non-CPA; and
- Minimizes changes and associated costs to OBA program back office processes.

Enbridge Gas does not believe that restrictions are necessary to limit Billers from charging post termination amounts associated with the contracts their customers have signed. Enbridge Gas believes that customers will have adequate protection from the updated complaint and dispute management process that will allow customers to have disputed charges removed from the bill within 15 days if no resolution is reached with the Biller.

TAB 9

ENBRIDGE GAS INC.

Answer to Interrogatory from
Ontario Energy Board Staff ("Staff")

Interrogatory

Reference:

Biller User Manual

EB-2018-0319 Supplementary Evidence – Exhibit B – Tab 2 – Schedule 2 – Table 1

EB-2018-0319 Supplementary Evidence Attachment 2, p. 2

Question(s):

Enbridge Gas provided in Table 1 the total number of disputes per year. The Biller User Manual contemplated three scenarios where a Customer Billing Dispute (CBD) can be deemed "closed". The Biller may close the CBD if the Biller has resolved the dispute with the customer; or the Biller has advised the customer that the Biller will remove the charge from the OBA service; or the CBD has not been resolved by the specified timeline.

- a) Please breakdown the total number of disputes in Table 1 to the three scenarios where the CBD can be closed.
- b) Please breakdown in each of the three scenarios if the CBD was classified under the Consumer Protection Act (CPA) or non-CPA.
- c) For the breakdown where the Biller has resolved the dispute with the customer please provide a further breakdown of the number of reinstated disputes. If there are multiple reinstated disputes for the same CBD, please show the number of times the reinstated dispute reoccurred
- d) Please explain what evidence is required from the Biller to prove that the dispute has been resolved with the customer.
- e) Is there a limited number of times a dispute can be reinstated before Enbridge Gas closes the CBD?
- f) Of the total number of bills provided in Table 1, please provide the number of times Enbridge Gas disconnected a customer as a result of an unresolved

dispute.

- g) Of the total number of bills provided in Table 1, please provide the number of times Enbridge Gas disconnected a customer as a result of arrears that included non-payment of OBA charges.
- h) Please add in Table 1 the number of customers billed under the OBA program for each year.

Response

Please see the response to Summit interrogatory #2.

- a) Enbridge Gas does not track the information in the categories requested. The high level outcomes set out at Exhibit 2, Tab 2, Schedule 2, page 2 are tracked in the following way: High level outcomes i. and iii. are tracked together. Enbridge Gas does not differentiate between the Biller resolving a bill or the customer agreeing to the charges on the bill.

	2014	2015	2016	2017	2018	2019 (Jan-Sep)
Resolved By Biller or Customer	25,458	26,509	24,606	22,407	21,520	18,039
No Resolution – Charge Removed From Bill	2,214	4,635	2,205	3,044	5,159	1,232
Total	27,672	31,144	26,811	25,451	26,679	19,271

- b) Enbridge Gas' system did not expressly track disputes as "CPA" or Non-CPA" prior to May 21, 2019. All dispute cases were created as CPA and the back office team reviewed each dispute case and updated the due date as necessary. The table below shows the number of disputes with a resolution time limit equivalent to 15 days for CPA disputes and those with a time limit equivalent to the 45 days for Non-CPA disputes.

	2014	2015	2016	2017	2018	2019 (Jan-Sep)
CPA	1,956	1,882	1,698	1,642	3,059	3,884
Non-CPA	25,716	29,262	25,113	23,809	23,620	15,387
Total	27,672	31,144	26,811	25,451	26,679	19,271

- c) Please see the table below.

	2014	2015	2016	2017	2018	2019 (Jan-Sep)
Resolved By Biller or Customer	25,458	26,509	24,606	22,407	21,520	18,039
Dispute Reinstated Once	1,936	1,774	2,174	2,547	3,013	1,679
Dispute Reinstated Twice	132	165	105	182	317	173

- d) No evidence is required from a Biller to prove that the dispute has been resolved with the customer.
- e) When a dispute is reinstated for a second time Enbridge Gas removes the charge, blocks the billing of the product and credits the disputed charges.
- f) See response to part (g) below. A customer will not be disconnected due to an unresolved dispute for OBA charges. Enbridge Gas is not aware of any instance where a customer has been disconnected due to an unresolved dispute.
- g) Enbridge Gas will only disconnect a customer where that customer is in arrears on gas charges. Enbridge Gas does not track the number of customers disconnected where both gas charges and OBA charges are in arrears.
- h) The table below shows the number of OBA customers each year, calculated as the monthly average number of OBA bills issued each year. Enbridge Gas would note that the requested information is comparing an annual value (Total Disputes) to a monthly average (Average Number of Customers). This comparison will make the number of disputes relative to the number of customers appear higher.

	2014	2015	2016	2017	2018	2019(Jan-Sep)
Total Disputes	27,672	31,114	26,811	25,451	26,679	19,271
Average Number of Customers	1,436,253	1,434,901	1,422,615	1,412,113	1,402,877	1,390,936
Dispute as a Percentage of Average Number of Customers	1.93%	2.17%	1.88%	1.80%	1.90%	1.39%