

**ONTARIO ENERGY BOARD**

IN THE MATTER OF the Ontario Energy Board Act, 1998,  
S.O. 1998, c. 15, Sched. B, as amended;

AND IN THE MATTER OF an application by Enbridge Gas  
Inc. for an order or orders to continue the existing financial  
terms associated with offering Open Bill Access services for  
the years 2019 and 2020.

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**SUMMITT HOME SERVICES LP**

**OPEN BILL ACCESS PROGRAM**

**FINAL SUBMISSIONS**

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## **A. OVERVIEW AND BACKGROUND**

1. On November 11, 2019, the Ontario Energy Board (“OEB”, or “the Board”) approved an October 23, 2019 Partial Supplementary Settlement Proposal (“October Settlement Agreement”) setting out the financial terms and other details for Enbridge Gas Inc.’s (“Enbridge”) Open Bill Access (“OBA”) program to continue until December 31, 2023.
2. The October Settlement Agreement identified two unsettled items to be determined by the Board:
  - i. 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?
  - ii. What restrictions, if any, should be placed on billing OBA customers for penalties, exit or termination fees, or similar charges through the Enbridge bill?
3. The OEB held a two-day hearing on January 30 and 31, 2020 to hear evidence from Enbridge, HVAC Coalition and Vista on the unsettled items. In its Evidence in Chief, Enbridge presented and explained its position on the two unsettled items<sup>1</sup>.
4. Summitt Home Services LP (Summitt) has been in business for over 10 years providing customers with various products and services including water tank and Heating, Ventilation and Air Conditioning (HVAC) rental options. Summitt currently utilizes the OBA program to bill its customers and has been an active participant in the OBA program since 2010.
5. Summitt agrees that customers should have more control to remove third party charges from the Enbridge bill. However, Summitt supports Enbridge’s position that it is important to balance the interests of all parties as it pertains to the two unsettled items.
6. Summitt Agrees with Enbridge that the evidence in this proceeding, as it pertains to the two unsettled items, clearly demonstrates that the OBA program is functioning well under Enbridge’s current processes.

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<sup>1</sup> TR. 1 Enbridge Gas Evidence in Chief pg 6-20

7. Summitt supports Enbridge's proposal to shorten the OBA dispute process in order to further improve the current OBA program.<sup>2</sup>
8. There were several interveners involved in this proceeding that did not agree with Enbridge's proposal. Only two interveners, HVAC Coalition ("HVAC") and Vista Credit Corporation ("VISTA"), opted to provide evidence in chief as to why the Board should not approve Enbridge's proposed revisions to the OBA process.
9. In its Final Submission, Summitt will set out the reasons as to why the evidence in chief of HVAC and VISTA should hold little weight in the Boards consideration and final determination of this matter.

## **B. HVAC EVIDENCE**

1. HVAC's evidence in chief was provided by Mr. Grochmal, the owner and president of AtlasCare. During Mr. Grochmal's testimony, counsel for HVAC requested that Mr. Grochmal provide his own personal position on the two outstanding items and not that of HVAC.<sup>3</sup>
2. Mr. Grochmal provided his general position on the two unsettled items, including confirming that his company works with VISTA and that his company does not charge any post contract charges on the Enbridge bill as they work with VISTA using their platform and VISTA has chosen not to do that (*emphasis added*)<sup>4</sup>. Mr. Grochmal also testified that his company, AtlasCare, does not bill directly through the OBA program, has not used the OBA program as a biller since 2013, and have never dealt with an OBA dispute<sup>5</sup>.
3. Summitt respectfully submits that the record shows HVAC has not provided any

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<sup>2</sup> Ex. I.HVAC.30 Page 1-2

<sup>3</sup> TR. 2 HVAC Evidence in Chief pg 56 line17-19

<sup>4</sup> TR. 2 HVAC Evidence in Chief pg 57 line15-28

<sup>5</sup> TR. 2 HVAC Evidence in Chief pg 82 line 1-10

evidence in chief on behalf of its Coalition but rather tendered evidence from one single contractor who does not currently use the OBA program, has not used the OBA program in more than seven (7) years and has never handled a customer dispute through the OBA program. Therefore, HVAC has failed to produce any direct evidence to demonstrate a systemic problem with the OBA program warranting action by the Board.

### **C. VISTA EVIDENCE**

1. VISTA's evidence in chief was provided by Mr. Leis, Senior Vice President of Business Development. Vista's evidence was a) that it works in partnerships with HVAC contractors to offer contract administration services and financing rental options for smaller contractors and b) that these services allow Vista's partners to compete with similar products and services offered by other OBA billers and lastly, c) That VISTA acquires signed contracts from its contractor partners and undertakes the billing and collection activities, and other contract administration activities including engagement with the OBA program.<sup>6</sup>
2. VISTA provided an overview of its onboarding process for new customers acquired through its contractor's like AtlasCare. VISTA's process includes obtaining an "authorized agent appoint form" from its customers so that it can handle the return of a competitors rental product and dispute competing billers OBA charges on behalf of the customer. This includes requesting copies of the customer's contract with a competitor, reviewing the contract terms and drawing a legal conclusion and advising the customer as to the validity of a competitors charges.<sup>7</sup> All of which VISTA confirmed is being conducted by VISTA staff that are not legally trained to properly advise customers of their rights.<sup>8</sup>

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<sup>6</sup> TR. 1 Vista Evidence in Chief pg 118 para 25-28 pg119 line 1-11

<sup>7</sup> TR. 2 Cross Examination by Summitt pg 43-45

<sup>8</sup> TR. 2 Cross Examination by Summitt pg 45 lines 10-14

3. VISTA's evidence was that they a) communicate contractual disputes with customers and billers via email, b) that VISTA has been involved in hundreds of customer complaint cases over the past five years but that it does not keep records specific to those cases.<sup>9</sup>
4. Yet in cross examination Mr. Leis, on behalf of VISTA, in fact confirmed that VISTA does retain emails involving biller disputes but they simply don't have "the resources to mine that information".<sup>10</sup>
5. Vista would like the Board to believe that hundreds of thousands of customers are being billed under the OBA program as a result of "a frenzy of high pressure door-to-door selling"<sup>11</sup> and that there is a need to change the current OBA program to better protect consumers.
6. VISTA produced five examples of disputes for approximately a one year period between 2018 and 2019, failing to produce any additional evidence to demonstrate a systemic problem with the OBA program warranting intervention by the Board. In fact VISTA's own evidence was that it didn't have the resources to mine email communications in order to support their position that there is a systemic issue with the current OBA program.
7. It must also be noted that VISTA's evidence was that in the five cases it disputed on the customers behalf<sup>12</sup> it had initiated the dispute with Enbridge and subsequently provided its monthly charge to the customer through the Enbridge OBA program<sup>13</sup>.
8. Vista would also like the Board to believe that billers are taking advantage of Enbridge's OBA program by adding unwarranted/unjustified cancellation or termination fees to customers Enbridge Bill. In fact the record does not support this position. To the contrary, VISTA's evidence demonstrates that it removes competitors' charges from the Enbridge bill so it can apply its own recurring charges.

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<sup>9</sup> VISTA Response to OEB Staff Interrogatory No.1

<sup>10</sup> TR. 2 Cross Examination by Summitt pg 46 lines 16-128 pg 47 line 1-2

<sup>11</sup> TR. 1 Vista Evidence in Chief pg 122 para 16-28, pg123 line 1-28

<sup>12</sup> Exhibit K 1.5 Vista Credit Corp Evidence in Chief Attachment B

<sup>13</sup> TR. 2 Cross Examination by Summitt pg 48 lines 21-26

9. Summitt further submits that a) VISTA is just another competing biller in a competitive market place with a self-serving interest in this proceeding, and b) that VISTA's and HVAC's involvement in this proceeding is just an attempt to gain more market share and further advance its own business interests.
10. Taking all of the foregoing into account, Summitt does not believe that any changes to the OBA program, other than what Enbridge has proposed in this proceeding, are necessary.

All of which is respectfully submitted this 21 day of February 2020.



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