

**Consolidation of Stakeholder Submissions on the Board Staff draft EBT Standards Appendix to Service Agreement  
(Comments requested in accordance with Procedural Order No. 2)**

**DOCUMENT GENERAL**

<b>ISSUE</b>	<b>STAKEHOLDER</b>	<b>SUBMISSION</b>	<b>DISPOSITION</b>
<b>Overview</b>	OESC	<p><b>I.</b> OESC suggests for ease of reference, that the numbering of paragraphs in the EBT Standards document be similar to the numbering in the Gas Distribution Access Rule ("GDAR") document.</p> <p><b>II.</b> The list of charge categories needs to be able to change quickly in order to accommodate changing requirements. The document should specify the maximum length of time to add or change a charge category.</p> <p><b>III.</b> An original Transaction Number ("OTx") reference is required on all of the Flow diagrams. In only some cases an OTx has been included. This can be corrected during the Schema and rejection list development stage.</p> <p><b>IV.</b> Whenever a Status Advice is sent an Application Advice ("AA") must be sent to indicate the transaction has been processed. A number of the flow diagrams need to have this statement added.</p> <p><b>V.</b> Where the EBT Standards document references the number of days within which a transaction must take place it should be consistent with respect to business days or calendar days. The document currently uses both.</p> <p><b>VI.</b> Where the document references the number of days the format should be consistent. Either wording or numbers or a combination of both should be used. The document currently uses words in some cases and numbers in others.</p>	

**SECTION 1 INTRODUCTION**

<b>ISSUE</b>	<b>STAKEHOLDER</b>	<b>SUBMISSION</b>	<b>DISPOSITION</b>
<b>1.1 Guiding Principles</b>	Enbridge	The 'Guiding Principles' address the confidentiality of information and the gas distributors obligations in that regard. This is NOT the proper subject matter of this document, and is already dealt with in the GDAR and in the GDAR Services Agreement. All but the first paragraph of this section should be deleted.	Deleted (note; included prior to finalization of SA)
<b>1.3 Technology Introduction</b>	Kitchener	Kitchener supports the use of XML as the technology to implement EBT.	
<b>1.4 Glossary of Terms</b>	OESC	<p><b>Gas Competitive Services</b> Union Gas currently offers a bill line item to vendors entitled Vendor Administration Fee and the EBT Standards document contemplates the use of a line item titled, Invoice Vendor Adjust see, page 22 &amp; 92.</p> <p>OESC strongly, contends that these two line items must be accounted for in the Gas Competitive Services definition. Not recognizing, at a minimum, current billing practices available to Vendors today could lead to customer confusion and dissatisfaction.</p>	

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		<p>Invoice Vendor Adjust transactions are a critical component of ensuring Vendor adjustments to a Consumer account/invoice can be made in a timely fashion. The adjustments should be made on the customer's invoice within the EBT process and not through a manual correction from the Vendor. This will satisfy audit requirements for both parties.</p> <p>A definition for Invoice Vendor Adjust needs to be added to the EBT Standards document as it is referenced in several places in the EBT Standards document.</p>	
	Direct Energy	<p><b>Key Issues/Concerns:</b> None</p> <p><b>Recommended Changes:</b> Revise the definition of "Authentication" to the following:</p> <ul style="list-style-type: none"> <li>The process by which a computer, computer program, or another user attempts to confirm that the computer, computer program, or user from whom the second party has received some communication is, or is not, the claimed first party.</li> </ul> <p>Add the following definition from the Service Agreement: "Service Agreement" means the agreement more specifically describes in section 3.2 of this Rule that sets out certain aspects of the relationship between a gas distributor and a gas vendor;</p>	

**SECTION 3 TECHNOLOGY OVERVIEW**

ISSUE	STAKEHOLDER	SUBMISSION	DISPOSITION
	Kitchener	Kitchener does not have enough details on the technology considerations to implementing the EBT System beyond the choice of XML; however there are concerns with exchanging of sensitive data across public carrier networks. The only comment that can be made at this time is that the transport protocols need to be reviewed in more detail by a Working Group to ensure the security, reliability, and data transport of EBTs to and from Market Participants.	
	OESC	OESC agrees that Technology must be employed to ensure the security and reliability of data transported but suggests that PGP encryption should also be considered as an acceptable alternative to PKI.	
	Direct Energy	<p><b>DE Position:</b> DE supports the use of PKI technology as the key security technology at this time.</p> <p><b>Key Issues/Concerns:</b> None</p> <p><b>General Comments:</b> DE recommends that based on a potential 2007 implementation, that the EBT Working Group undertakes an evaluation of potential new technologies for secure communications, for example VPN, which may provide cost savings if already utilized by the Market Participants.</p>	

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## SECTION 4 BUSINESS RELATIONSHIPS

ISSUE	STAKEHOLDER	SUBMISSION	DISPOSITION
Consumer's Agent	Kitchener	The following item needs to be added: "Enters into a Service Agreement with each Distributor in whose territory it will represent customers."	
Vendor	Kitchener	Add at the end of item 4 the following words. "and provide a copy to the Distributor, if required".	changed made "if requested"
Distributor	Kitchener	<p>Item 3 outlines types of information the Distributor is to track and subsequently supply to a Vendor's request. The items under "for billing purposes" and "for payment profile purposes" are not currently available in a report form. Some of these items have been identified for future enhancements to our CIS system and are not expected to be in place prior to GDAR implementation.</p> <p>Item 4 outlines the uses of Consumer Information by the Distributor. Kitchener's billing system is used for purposes in addition to billing for gas distribution and consumption services. The uses of the consumer information do not cover such instances as water and sewer, taxes, etc. Another line needs to be added such as "as otherwise required by a municipally-owned utility".</p>	
	Enbridge	The responsibilities of the Distributor set out in paragraphs 4 and 5 of this section are components of the GDAR and are NOT proper subject matter of the EBT Standards Document. The obligations of the Distributor are set out in the GDAR and the GDAR Services Agreement; they should not be duplicated in a document addressing STRs.	
	Kingston	<p>Under the description of Distributor in paragraph 3 on page 15. The paragraph is too prescriptive in the definition of payment information that the Distributor must maintain since some of the data is aggregated from other information. It is suggested that a more general statement such as expressed in the first bullet be expanded to simply include arrears information and security arrangement information.</p> <p>In addition, we would advocate that the 24 month period statement be removed as it code be seen as redundant or contradictory to the statements made in paragraph 2.</p>	
	OESC	#8 - OESC is of the belief that not only is it important to provide the Vendor with invoice meter consumption information but also critical that any volumetric adjustment information is also supplied. This is important in order to provide the Vendor with a means to reconcile volumes consumed during the term of the contract.	

## SECTION 5 ELECTRONIC BUSINESS TRANSACTIONS

ISSUE	STAKEHOLDER	SUBMISSION	DISPOSITION
Technical Rules for all	OESC	OESC is concerned with the suggested volume of transactions rolled into a single document 500 Mb in size prior to encryption and compression. A maximum document size of 500mb may not be practical. OESC contends that the	

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<p><b>Transaction Sets (pg 19)</b></p>		<p>proposed maximum be changed to a 50 Mb limit. File editing and scanning can become problematic for Parties receiving large files, especially when trying to determine the cause of an error. With a 50Mb limit it is less likely that transmission problems will occur in the transfer. This limit can also be addressed if the industry determines it is necessary to do so.</p> <p>OESC notes that the EBT Standards document refers to a standardized list of reject reasons which still remain to be developed, along with the Schemas and Original Transaction Reference Numbers (OTx) associated with all STR, CT, AA and INV flow diagrams.</p>	
	<p>Direct Energy</p>	<p><b>DE Position:</b> DE supports the migration from batch processing to transactional real time processing providing all parties adhere to the Business and Technical rules set out in this section. Batch processing is limiting, error prone and not auditable.</p> <p><b>Key Issues/Concerns:</b> Maximum document sizing of 500Mb should remain. The Technical Rules for all Transaction Sets should remain consistent with the electricity technical rules.</p> <p><b>Recommended Technical Changes:</b> DE recommends that the proposed EBT Standards Working Group establish transactional processing priorities by which both the Distributor's and Vendor's would abide by. This recommendation is based on the fact that the "effective date" for the majority of transactions is the 1<sup>st</sup> of a given month thus it is feasible that transactions may be rejected if not processed in a given sequence to determine the overall net effect. A proposed sequence for consideration would be,</p> <ol style="list-style-type: none"> <li>1. PP Create/PP Change transactions</li> <li>2. Drop transactions</li> <li>3. Enrollment transactions</li> </ol>	
<p><b>Life Cycle Example – Billing Period Processing (pg 22)</b></p>	<p>OESC</p>	<p>The Gas Competitive Service needs to include a Vendor Administration Fee and an Invoice Vendor Adjust transaction in order to provide the Vendor with the ability to correct an error on the Consumers invoice.</p> <p>When a Distributor corrects an invoice a "cancel/rebill" will be issued. The document is unclear as to whether this will take place with one or two transactions. Also it is important that the reversing identifier identify the transaction being cancelled by referencing the transaction reference number being cancelled.</p>	
<p><b>5.1 Service Transaction Requests – Validation of STRs</b></p>	<p>Enbridge</p>	<p><b>EBT Conflicts with GDAR:</b> In the scenario where a Vendor submits an Enrol STR without an account number, GDAR (4.3.3.1 b) The EBT standards does not qualify that a Vendor may submit an STR without an Account Number only when a Consumer does not HAVE an account number with the distributor. GDAR 4.3.3.7 indicates the distributor has 14 days of receipt of the STR to complete the initial screening, EBT indicates Distributor must return a reject in 7 days.</p>	<p>Changed to reflect order of the Board</p>
	<p>Union</p>	<p>Validation of STRs b) Initial Transaction – Account Number Not Provided Union's Position</p>	

		<p>Union has provided an account lookup service to Vendors since December, 2002. Union supports the notion of continuing to provide an account lookup service when the Vendor provides the Consumer's account number, but recommends a limit on the number of account lookup requests that a Vendor can request per day.</p> <p><b>Key Issues/Concerns:</b>                  Evolution of this service has demonstrated that an effective account lookup service can require substantial manual intervention by the Distributor to successfully interpret supplied textual service address data. The EBT Standards identify that "an additional time of 7 calendar days will be added to the Service Address Lead Time" when an account lookup is triggered. This implies that the Vendor should be able to rely on the acceptance or rejection of the account lookup with 7 calendar days of submission. Union believes that this is reasonable, but believes it also needs to be acknowledged that extraordinary transaction volumes could inhibit the Distributor's ability to meet this implied deadline, given the required manual intervention.</p> <p>Union recommends that a reasonable maximum number of account lookup requests per day be accommodated within the EBT Standards to allow Distributors to predict and plan workload and associated costs. The maximum number of requests should be negotiated between Distributors and Vendors to reflect the potential transaction volume.</p> <p>In the absence of a predictable limit, and in order to support the 7-day turnaround, Union will be required to remove much of the added benefit of manual scrutiny. The result will be a sizable increase in the reject rate versus what is experienced today.</p> <p><b>Proposed Wording Changes:</b>                  Following paragraph 2 on page 26:  <i>Distributors will use reasonable efforts to fulfill account lookup requests; however account lookup requests received from a Vendor by a Distributor in one business day, in excess of a maximum number as agreed by the parties, will be rejected after 7 calendar days if the lookup process has not been completed.</i></p>	
	<p>OESC</p>	<p><b>Validation of STR's</b>  <b>(b) Initial Transaction – Account Number not Provided</b></p> <p>It is important that an Enrol response is received within 7 calendar days after receipt. The proposed lead time is 52 days; 7 days to process the Enrol Accept and 45 days for the Enrol STR to take effect. If an Enrol Request has not been responded to in a timely manner the process can be delayed indefinitely, extending an already long implementation timeline for the customer.</p> <p>OESC submits that a finite response interval is needed in all cases.</p> <p>Please also see proposed wording change to EBT Standards Document at page 26.</p>	
	<p>Direct Energy</p>	<p><b>DE Position:</b>                  Please refer to the specific comments by sub-section.</p> <p><b>Key Issues/Concerns:</b>                  DE does not support the additional lead-time identified for submitting an enrollment without an account number, which effectively increases the maximum service interval for an enrollment from 45 to 52 calendar days. DE understands that this process may be manual for a respective LDC however the first validation "pass" should and can be automated to fall</p>	

		<p>within the current defined service interval timelines within this document.</p> <p><b>Introduction:</b>  <b>Recommended Changes:</b>                      3<sup>rd</sup> paragraph, recommend the addition of one sentence, for clarity as highlighted below.</p> <p>“Also at the level of a Consumer’s account, an STR is required to request historical Consumer information, or to request a change to Consumer information.” <b>The Consumer does not have to be enrolled with the Vendor requesting the Historical Consumer information requests.</b></p> <p><b>Sub Section b) Initial Transaction – Account Number Not Provided:</b>  <b>Recommended Changes:</b>                      1<sup>st</sup> paragraph, recommend the following re-wording, for clarity as highlighted below.</p> <p>“If the Consumer’s account number with the Gas Distributor <b>in the Enrol transaction</b> by the Gas Vendor, a search or look up process is performed <b>by the Distributor.</b>”</p> <p><b>Sub Section c) Validation After Successful Enrolment</b>  <b>Recommended Changes:</b>                      2<sup>nd</sup> paragraph, recommend the following re-wording, for clarity as highlighted below.</p> <p>“During validation, a market participant should initially check the account number in the account number validator field. If the Vendor does not <b>recognize</b> this value, it should assume that the account number has changed and attempt to look into the transaction for a previous account number of the Distributor and use that account number for its validation. If the account number has changed and the Distributor does not recognize the value in the account number validator field as a current account number, it should attempt to recognize this value as a previous account number <b>and use that account number for its validation.</b>”</p>	
<p><b>5.1.1 Contract and Price Point Maintenance</b></p>	<p>Direct Energy</p>	<p><b>DE Position:</b>                      DE strongly supports the merits of moving towards policies and processes that are consistent between the LDC’s. The contract and price point maintenance transactions are examples of inconsistent processes, which impede operational optimization,</p> <ul style="list-style-type: none"> <li>• Automated versus manual</li> <li>• Different lead and processing timeframes</li> <li>• Different support for the charge categories, commodity, storage, transportation</li> <li>• Different limitations for transfers, contract anniversary or expiry for LDC’s that do not adjust MDV/DCQ</li> <li>• Price point limitations</li> </ul> <p><b>Key Issues/Concerns:</b>                      DE’s primary concern for price point maintenance is the ability to establish a price point without limitation, specifically to set a price point value of zero. In a DCB Rate Ready billing environment this is not an acceptable limitation.</p>	
<p><b>5.1.1.1 Price Point Create</b></p>	<p>Kitchener</p>	<p>The STR – Price Point Create is not identified in the GDAR. Kitchener does not support this proposal through EBT. Further, since the actual creation of a price point is a manual exercise and there are a limited number of resources with</p>	

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		access to that part of our CIS system, a leadtime of 14 days would be required. There is a Grandfathering clause that would apply to Kitchener that is acceptable.	
	Enbridge	<b>EBT Added Scope:</b> Creation of a Price Point through an EBT Transaction STR is not stipulated in GDAR.	
	Kingston	We advocate including the grandfathering clause to allow for a longer lead time in dealing with these types of requests. This type of consideration is critical to the smaller distributors as some of these requests cannot be completely automated and will require some manual manipulation of data within our systems.	
	OESC	<p><b>General:</b>  <b>Thresholds</b>                      OESC strongly contends that no upper or lower limits should be placed on the natural gas commodity pricing offered by the Vendor. Distributors should not have the ability to arbitrarily place restrictions on the business practices of the Vendor.</p> <p><b>Specific:</b>  <b>Definition/Purpose</b>                      The document should indicate how a party establishes multiple Price Points that reflect the pricing changes during the life of the Price Point.</p> <p><b>General Description of Data</b>                      It is unclear as to what "bill presentment" refers to or how it is defined in this context.</p> <p><b>Rules</b>                      OESC agrees that the Price Points must not be negative values but strongly contends that no upper or lower limits should be placed on the natural gas commodity offered by the Vendor.                      Also, as we have recently witnessed after hurricanes Katrina and Rita, that prices can increase rapidly this can also occur due to unforeseen circumstances and situations. Vendors could be forced to cease marketing at certain Price Points until an increase to or removal of the price cap is completed.                      OESC is of the belief that GDAR does not afford Distributors the right to impose such restrictions on the commercial business decisions of the Vendor.</p> <p><b>Grandfathering Clauses</b>                      OESC is concerned with placing a limitation (the document contains a limitation of 15) on the number of Price Point Create Request Transactions which may be submitted by a Vendor to a Distributor on a single day.                      All Price Point Create Requests should be allowed to be submitted at the same time.</p> <p><b>Transaction Flow STR 1</b>                      An Original Transaction Reference Number ("OTx") reference is missing from this flow diagram. This can be corrected during the Schema and rejection list development stage.</p> <p><b>Rules</b>                      Transaction Flow diagram STR 1 has no rules however the written component states a number of rules at page 28 and 29 of the attached revised EBT Standards document.</p>	
	Direct Energy	<b>DE Position:</b>	

		<p>DE supports the development of this transaction however until the consistency issues can be addressed/resolved this specific transaction is optional for implementation.</p> <p><b>Key Issues/Concerns:</b> Existing processes to establish price points without price point limitations must be available upon implementation of the EBT Standards.</p> <p><b>Recommended Changes:</b> The standards should be updated to reflect the exiting processes outside of the EBT environment.</p> <p><b>Grandfathering Clause</b> DE would like to see the grandfathering clause removed, and for the parties for which the clause is applicable an exemption from the OEB should be requested. Additionally, there should be an agreed upon date as to when the exemption expires and the transaction implemented as per the EBT Standards.</p> <p>Alternatively, the grandfather clause should state the Distributors to which the clause applies.</p> <p><b>Page 30 STR1,</b> Add the following RULE:  <ul style="list-style-type: none"> <li>• Distributor will process Price Point Create transaction before Enrol requests to lower rejections.</li> </ul> Distributor should process a Drop before and Enrol to allow room in a Pool (Contract)</p>	
<p><b>5.1.1.2 Price Point Change</b></p>	<p>Kitchener</p>	<p>The STR – Price Change is not identified in the GDAR. Kitchener does not support this proposal through EBT.</p> <ul style="list-style-type: none"> <li>• In Appendix B, B.2 Data Exchange The Service Agreement states, “</li> </ul> <p>(a) The Gas Distributor must receive all necessary information for the calculation of customer Invoices via the EBT system, 30 days prior to the customer beginning to flow with the Gas Vendor. Kitchener submits that a 30 day leadtime is also applicable for price changes.</p>	
	<p>Enbridge</p>	<p><b>EBT Added Scope:</b> Change of a Price associated with a Price Point through an EBT Transaction STR is not stipulated in GDAR.</p>	
	<p>Kingston</p>	<p>Again, we support the grandfathering clause as it is our intent to provide the best level of service in processing requests on behalf of our customers but there are times when we may require some additional time to process these types of requests.</p>	
	<p>OESC</p>	<p><b>General:</b> <b>Thresholds</b> OESC strongly contends that no upper or lower limits should be placed on the natural gas commodity pricing offered by the Vendor. Distributors should not have the ability to arbitrarily place restrictions on the business practices of the Vendor.</p> <p><b>Specific:</b> OESC submits that Price Point prices may only be subject to limits if mutually agreed to by the parties.</p> <p><b>Transaction Flows STR 2</b> Requires OTx reference in the Flow diagram.</p>	



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		Flow #2 in the diagram indicates that the Distributor sends the Price Change Accept within 4 calendar days. OESC is concerned that the Vendor is required to submit the Price Change Request within no less than 3 calendar days prior to the Effective Date but the Distributor can send a Price Change Accept Transaction within 4 calendar days. OESC believes that the number of days determined should be the same for both parties. In flow #2 the wording should be changed to read: "Distributor sends the Price Change Accept within 3 calendar days".	
	Direct Energy	<p><b>DE Position:</b> DE supports the development of this transaction.</p> <p><b>Key Issues/Concerns:</b> DE accepts the lower limit of zero and that the value may not be negative, however there should not be an upper limit.</p> <p><b>Recommended Changes:</b></p> <p><b>Rules</b> 2<sup>nd</sup> paragraph, Change the lead-time from "no les than 3 calendar days" to no less than 4 calendar days to be consistent with other defined transactions.</p> <p>5<sup>th</sup> paragraph, Direct Energy also suggests removing the restriction of not cancelling the Price change transaction. The SA TTR should be allowed to cancel the Price change transaction before it becomes effective. This would make the transaction flow consistent with other transactions (Transfer STR) and make it consistent with the Electricity EBT standards.</p> <p><b>Grandfathering Clause</b> DE would like to see the grandfathering clause removed, and for the parties for which the clause is applicable an exemption from the OEB should be requested. Additionally, there should be an agreed upon date as to when the exemption expires and the transaction implemented as per the EBT Standards.</p> <p>Alternatively, the grandfather clause should state the Distributors to which the clause applies.</p>	
<b>5.1.1.3 Price Point/Contract Transfer</b>	Enbridge	<b>EBT Added Scope:</b> Transfer of a consumer between Contracts or Price Points as an EBT Transaction STR is not stipulated in GDAR.	
	Direct Energy	<p><b>DE Position:</b> DE supports the development of this transaction.</p> <p><b>Key Issues/Concerns:</b> DE does not support the limitation by Enbridge of moving a consumer account between contracts associated with the effective anniversary date or the expiry date of the of the direct purchase contract, as this is a limitation of existing agreements. The wording currently in the rules of the transfer transaction should remain as defined.</p> <p><b>Recommended Changes:</b> DE suggests the removal of the restriction of one bill option per contract. Direct Energy recognizes that not all bill options require a price point, but there should not be a dependence on how a consumer is billed versus what contract that customer is on.</p>	

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<p><b>5.1.2 Enrol</b></p>	<p>Kitchener</p>	<p>The EBT Standard document says, "The Enrol Reject informs the Vendor that the Enrolment was not successful, provides all of the reasons for the reject, and echoes back the Vendor's request data (i.e. mirrors the information sent in the Enrol Request). If there is an existing "pending" Enrol Request, the Distributor will send an Enrol Reject."                  The GDAR document says, "4.3.3.6 If the gas distributor determines that any information, in addition to the validation terms, necessary to implement the pending STR is inaccurate or incomplete, the gas distributor shall suspend processing the STR and shall notify the requesting party." And "4.3.4.1 If the requesting party has not provided the necessary information required pursuant to notification in subsection 4.3.3.6 of this Rule, within 30 days from receipt of the STR, the gas distributor shall reject the STR and shall notify the requesting party."                  The EBT Standard document has removed the activity of suspending an STR and will reject it outright if the necessary information is incorrect or not provided. It is Kitchener's understanding that the Vendor community requested this change. Kitchener will support this change.</p>	
	<p>Enbridge</p>	<p><b>EBT Added Scope:</b> Vendor ability to cancel Enrol STR up to 15 days prior to the requested effective date.   <b>GDAR Omissions:</b> GDAR 4.3.3.6 Requirement for Distributor to suspend processing for incomplete or inaccurate information is not reflected in EBT Standards.  <b>EBT Conflicts with GDAR:</b> GDAR 2.3.3.7 Initial screening process of 14 days in the EBT Standards is changed to 7 days. GDAR 4.6.1 Implementation deadline of 60 days in the EBT Standards the Vendor requested effective date could be up to 120 days in the future.</p>	
	<p>Kingston</p>	<p>Again, we support the grandfathering clause as it is our intent to provide the best level of service in processing requests on behalf of our customers but there are times - - when we may require some additional time to process these types of requests.</p>	
	<p>Direct Energy</p>	<p><b>DE Position:</b>                  DE supports the development of this transaction.  <b>Recommended Changes:</b>  <u><b>Grandfathering Clause</b></u>                  DE would like to see the grandfathering clause removed, and for the parties for which the clause is applicable an exemption from the OEB should be requested. Additionally, there should be an agreed upon date as to when the exemption expires and the transaction implemented as per the EBT Standards.                   Alternatively, the grandfather clause should state the Distributors to which the clause applies.</p>	
<p><b>5.1.3 Drop</b></p>	<p>Enbridge</p>	<p><b>Consumer Request:</b>  <b>GDAR Omission:</b> GDAR 4.3.7.2 permits consumer or current vendor to stop processing STR up 14 days from the point the Distributor send a notice to current vendor.  <b>EBT Conflicts with GDAR:</b> As per the EBT Standards, if an STR is submitted 15 days prior to effective date, and the Consumer at 14 days give notice to stop, and Enbridge requires 3 days system leadtime, Enbridge is unable to comply.  <b>EBT Omission:</b> The EBT Standards permits a Consumer to stop an STR up to 15 days prior to the requested effective date (or less if the Distributor is able to accomodate). EBT Standards does not indicate what the Distributor is to do, if</p>	

		<p>after the submission of a Consumer Drop Request, Vendor B has submitted an Enrol STR, and the subsequently the Consumer requests to stop processing their Drop request with Vendor A. Which STR takes precedence?</p> <p><b>Vendor Request:</b>  <b>GDAR Omission:</b> GDAR 4.3.7.6 permits current vendor to stop processing STR within 30 days of notice to current vendor.  <b>EBT Conflicts with GDAR:</b> Enbridge requires 3 days system leadtime to stop an STR. If an STR is submitted 15 days prior to effective date, and the current Vendor (A) within 30 days gives notice to stop, Enbridge is unable to comply.  <b>EBT Omission:</b> The EBT Standards permits a Consumer to stop an STR up to 15 days prior to the requested effective date (or less if the Distributor is able to accomodate). EBT Standards does not indicate what the Distributor is to do, if after the submission of a Consumer Drop Request, Vendor B has submitted an Enrol STR, and the subsequently the Vendor A requests to stop processing their Drop request. Which STR takes precedence?</p>	
	<p>Direct Energy</p>	<p><b>DE Position:</b>  DE supports the development of this transaction with the exception of Flow STR 8 &amp; 10 for the initial implementation of GDAR as noted in Part II of this document.</p> <p><b>Key Issues/Concerns:</b>  The drop transaction is the opposite of an Enrol transaction, similar to an Enrol transaction the Drop transaction can impact the delivery requirements; therefore it is imperative for the utilities to be consistent in the approach with respect to MDV/DCQ adjustments resulting from churn activity.  It is DE's position that until the aforementioned issues can be addressed that the current process of Vendor only initiated drops remain.</p> <p><b>Recommended Changes:</b></p> <p><b>Definition:</b>  1<sup>st</sup> paragraph, for clarity as highlighted below,  "The Drop Request Transaction is the opposite of an Enroll Request Transaction. It is used to terminate an active enrolment (i.e., one where the requested Effective Date is in the past and the gas is being supplied by a Vendor) between a <b>Distributor</b> and the Vendor of record."</p> <p><b>Rules:</b>  1<sup>st</sup> paragraph, proposed wording for last sentence  If the Consumer informs the Distributor directly of the intent to return to system supply the Distributor will advise the Consumer to contact their Vendor. Upon contact from the Consumer the Vendor may send a Drop request to the Distributor.</p> <p><b>STR Flows:</b>  Under "Exceptions" STR 8,9 &amp; 10, for clarity as highlighted below,  1. Distributors able to process a Drop Request with less lead-time or on other than the 1<sup>st</sup> day of a calendar month <b>will</b></p>	

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		<p>continue with current practice.</p> <p>2. Distributors able to cancel a Drop Request with less lead-time <b>will</b> continue current practice.</p> <p>3. Distributors able to cancel a Drop Request with less lead-time <b>will</b> continue current practice.</p>	
	Superior	<p>While we are supportive of the overall objectives of the GDAR and the EBT standards, we have certain concerns. In particular these pertain to “section 5.1.3 STR Drop”. We believe the drop transactions should only be applicable at the end of a contract or under a set of clearly defined rules.</p> <p>If drops are allowed at any time during the term of a contract, without any restrictions or clearly defined conditions, we believe this can have the potential of severe negative implications for the effective operations of a competitive market. The ability of customers to cancel contracts at anytime, will hamper the ability of the marketers to obtain fixed term supply and in turn offer fixed price contracts to consumers.</p> <p>We trust that the Board will take our concerns into consideration before finalizing the EBT Standards.</p>	
<b>5.1.4 Vendor to Vendor Switch</b>	Enbridge	<p><b>EBT Added Scope:</b> i) Page 58 After Contest Period over but before effective date, Vendor B is permitted to terminate enrol. Distributor may not be able to return customer to original pool, due to pool termination or pool renewal process completed.</p> <p>ii) Page 60 After Contest Period over but before effective date, Consumer is permitted to terminate enrol. Distributor may not be able to return customer to original pool, due to pool termination or pool renewal process completed.</p> <p>iii) Page 62 After Contest Period over but before effective date, Consumer is permitted to terminate enrol and request to be returned to system gas.</p>	
	MXEnergy	<p>This particular transaction within the EBT Standards contains a “Contest Period” where an existing vendor is given notice of an impending switch and the switch is delayed by 30 days during which the switch can be contested. MxEnergy notes that through the various iterations of GDAR, many parties argued for a contesting mechanism, but such a mechanism was not specifically included in the rules. While the Board may have had the goal of parity in mind when suggesting the EBT process, and Board Staff may have viewed consistency as a starting point, the history with respect to this point is somewhat different. There had been a significant delay in the opening of the electricity market, which led to many customers signing multiple contracts with different vendors, and the Board having no process at the time to determine which contract would take precedence. The contest period provisions grew out of the Board’s efforts to remediate market confusion specifically for the electricity, and bear no relation to the situations in the mature natural gas market. The process flow would be sufficiently covered if there was simply the restriction on the Distributor accepting an STR from another marketer between the time one marketer has submitted the customer to the distributor until the time the customer begins service with that marketer. To impose a contest period would be to go beyond the scope of what has been determined for GDAR, and would create an operational barrier for new market participant by making it difficult to provide time-sensitive price offerings that count on predicting when gas flow would begin. The contest period would impose different starting rules for customers switching from the utility then switching from a vendor. These different starting periods will create greater pricing risks and ultimately lead to higher consumer prices. Furthermore, it will be difficult to communicate to customers when they may start to receive service due to different switching periods for different situations leading to customer confusion and disillusionment in Choice. The contest period will also add a complication to the GDAR implement and cause further delays. MxEnergy is not aware of any other jurisdiction with such a provision.</p>	

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	OESC	<b>Transaction Flow STR21 (End Note)</b> OESC proposes that steps 6 (b) & 7 be required not optional.	
	Direct Energy	<b>DE Position:</b> DE does not support the implementation of this transaction as noted in Part II of this document for the initial implementation of GDAR. <b>Key Issues/Concerns:</b> The process flows are not complete at this time as the issues <b>does not appear to be complete</b>	
<b>5.1.5 Consumer Info Requests: Historical Consumption and Historical Payment</b>	Kitchener	The need for a Distributor to have this information is listed in GDAR; however there is no mention that the information would be provided to other parties. (x-ref Other - Privacy)	
	Enbridge	<b>EBT Added Scope:</b> Historical information regarding consumption and payment may be opening up an area of concern regarding federal privacy legislation. Within the GDAR, it addresses historical consumption information however does not address customer payment information.	
	Kingston	We do not agree with providing historical payment information to Vendors via this mechanism. We have concerns over the consideration that has been given in this section to the <b>Personal Information Protection and Electronic Documents Act</b> (PIPEDA). The purpose of this transaction needs to be better understood as it does not currently exist within the Electric EBT Standards. (x-ref Other – Privacy)	
	OESC	<b>Response</b> OESC submits that the Historical Consumption and Historical Payment request responses must be sent within a 7 calendar day timeframe. <b>General Description of the Data</b> The document should indicate that the data will be in a raw monthly format with normalizing weather factors included within the transaction. OESC would like to see examples, for Historical Consumption & Historical Payment, included in the EBT document.	
	Direct Energy	<b>DE Position:</b> DE supports the development of this transaction. <b>Key Issues/Concerns:</b> None <b>Recommended Changes:</b>  <b>Response:</b> 5 <sup>th</sup> paragraph, for clarity as highlighted below, “If the requested Consumption or payment history will not be available within the seven calendar day timeframe, the Distributor will respond to the Vendor by sending a Historical Consumption or Historical Payment Reject Transaction, <b>with</b>	

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		<p><b>the proper reject reason</b>, as applicable. The responsibility will then be on the Vendor to follow up with the Distributor outside the EBT system. Once the Vendor contacts the Distributor, the Vendor will submit a new Historical Consumption/Payment Request transaction within the timeframe agreed upon with the Distributor.”</p> <p><b>Rules:</b> DE recommends the addition of the following rules,</p> <ul style="list-style-type: none"> <li>• The presentation of the response data will be in consecutive months with the most current data available at the beginning of the transaction.</li> <li>• There is no relationship between historical request transactions and consumers being enrolled by a Vendor.</li> </ul>	
<b>5.1.6 Change Consumer Information</b>	Enbridge	<p><b>EBT Added Scope:</b>There is no requirement for this STR within the GDAR. In principal, Enbridge has no aversion to complying with this standard however this added functionality, if required, would be costly to implement both from a system perspective but also to ensure a manual verification process is in place.</p>	
	Direct Energy	<p><b>DE Position:</b> DE supports the development of this transaction and strongly feels it supports the requirements of Section 4.2 and 5.1.1.of GDAR, “<i>the distributor shall, at a minimum create, or obtain, and maintain the following information, for billing purposes</i>”</p> <p>The exchange of consumer information is a mandatory transaction regardless of what billing option has been selected. It is required to service customers with the most up to date information as possible.</p> <p><b>Recommended Technical Changes:</b> DE respectively suggests the following changes to the last paragraph on page 69 under the Response heading. Replace “If the Change Consumer Information Request is sent from the Vendor to the Distributor, the Distributor will respond with an Accept Transaction, but will not echo back the same fields. The Accept Transaction response from the Distributor is intended to be an acknowledgment of receipt of the Request Transaction. The Distributor should contact the Consumer to verify any changes to the Consumer information it has in its records. If and when the Distributor updates its records, it will send the current revised data to the Vendor with a new Change Consumer Information Request.”</p> <p>With If the Change Consumer Information Request is sent from the Vendor to the Distributor, the Distributor will respond with an Accept Transaction, but will not echo back the same fields. The Accept Transaction response from the Distributor is intended to be <b>sent back with the most up to date information known at that time.</b> The Distributor <b>may</b> contact the Consumer to verify any changes to the Consumer information it has in its records. If and when the Distributor updates its records, it will send the current revised data to the Vendor with a new Change Consumer Information Request.</p>	
<b>5.1.7 Change Consumer Location</b>	Kitchener	<p>Kitchener will notify the Vendor of a move. Seamless moves, gaps and overlaps are not within the GDAR. Kitchener has concerns that providing the Vendor with detailed information regarding a Consumer move is contrary to MFIPPA.</p>	
	Enbridge	<p><b>EBT Added Scope:</b>Within the GDAR, 4.3.9.1, it states the gas distributor shall notify the gas vendor of a customer move. Within the EBT standards this requirement has been changed to have the gas distributor perform the move in a 'seamless'</p>	

		manner. This additional requirement will require a major system change within our current CIS and manual ongoing O & M cost for our LVB and CIS system.
	Kingston	Under the paragraph, "Move Outside Distributor's Service Territory", it is suggested that the new service address be provided if available. There needs to be some clarification here as to whether it is the service address or new billing address. We will never know the new service address but may have a new billing address.
	OESC	<p><b>General:</b>  <b>Seamless Moves</b>                      OESC believes that it is essential to provide Consumers with seamless moves as required under GDAR. GDAR does not provide any restrictions to the requirement to process change of location requests while maintaining the Consumer's supplier of choice. OESC believes that such seamless transfers of the Consumer's service within a Distributor's service territory should not be limited to delivery areas. The EBT Standards should clearly support this requirement.</p> <p><b>Specific:</b>                      OESC believes that it is essential to provide Consumers with seamless moves.                      Gas Distributors should be required to seamlessly transfer a moving customer provided the Consumer remains within the Distributor's service territory.                      If the Consumer is moving within the Distributor's Service Territory and wishes to return to System Gas they should be required to make the request to the Distributor in writing.                      The reason code must indicate the Consumer moved within the service territory of the Distributor but requested to return to System Gas.                      The document refers to a Status Advice being sent by the Vendor. The document should clarify which Status advice is required.                      The document should provide a means by which Vendors can determine whether a customer is moving outside of the Distributor's service territory. Union currently provides a postal code listing for addresses within their service areas, Enbridge does not.</p> <p><b>Scenarios and In-Service Territory Move Principles</b>                      #10-Where a Distributor maintains the same account number for both the new and old locations, a solution is needed to identify the individual location information.                      #16-OESC contends that both parties in this scenario must be informed, not just the winning Vendor.</p> <p><b>TRANSACTION FLOW 27, 28, 29 and 30</b>                      These diagrams need to clearly identify the move effective dates within the data transmitted.</p>
	Direct Energy	<p><b>DE Position:</b>                      DE strongly supports the development of this transaction and that it follows the successful implementation of the Change Consumer Location in the Electricity EBT Standards.</p> <p><b>Key Issues/Concerns:</b>                      DE feels that the Change Consumer Location transaction is required to support a consumer's choice for competitive supply for when a move occurs within a Distributors service area. A consumer on competitive supply should not be</p>

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		<p>returned to system supply and then re-enrolled at a later date by the Vendor. The transfer from one service location to another service location within the Distributor's service area should be "seamless" to the consumer regardless of being on system or competitive supply.</p> <p><b>Recommended Changes:</b>  <b>Definition/purpose:</b>                  Paragraph 3, for clarity as highlighted below,                  "Regardless of which transaction is used, the Distributor must provide the <b>mailing and service</b> address of the new premises if it is known."</p> <p><b>Rules:</b></p> <p>Page 75, top of page second bullet,                  Add a period after "type of meter". Remove the remainder of the sentence. This is a description about service point in electricity and does not apply to the gas market.</p> <p>4<sup>th</sup> paragraph, Direct Energy suggests the following wording changes, for clarity highlighted below:                  "In the event that a Consumer moves to a new delivery area within a Distributor's service territory, <b>the Vendor must provide updated contract and price point identifiers for the Consumer at the new location.</b> The Distributor will effect a seamless move if the information to do so, from both the Consumer and the Vendor, is received with sufficient lead-time."  <b>In the event that a Consumer moves to a new delivery area within a Distributor's service territory, the Distributor will make all possible efforts provided the Consumers information is available to notify the Vendor with a CCL request.</b></p>	
<p><b>5.2 Consumption Transaction</b></p>	<p>Enbridge</p>	<p><b>EBT Added Scope:</b>The GDAR does not state a requirement for a consumption transaction to support a 'bill ready' billing option also not stated in the GDAR.</p> <p>In the second paragraph, it is not appropriate to have a formula included in the EBT Standards in respect of the calibration of gas consumption - regardless of whether it is only for billing purposes. This is NOT the proper subject matter of this document. The delivery of gas is the subject matter of the Gas Delivery Agreement. The terms of that Agreement should govern.</p>	
	<p>Kingston</p>	<p>Under the paragraph, "General Description of the Data", the Begin DateITime and End DateITime for a Service Period do not align with the definition of a Gas Day. This requires some clarification as it would appear the purpose of this transaction is to reconcile volumes.</p>	
	<p>Union</p>	<p>Definition                  Union's Position:                  The Definition section makes reference to the Vendor's ability to reconcile the gas consumed by its customers to the gas delivered to serve them. Union does not believe it is necessary, and it may be incorrect in specific cases, to include this stipulation in the EBT.</p>	



		<p>Key Issues/Concerns:                  In Union's view, the EBT Standards define the requirements for the exchange of data in the areas of enrolment transactions, billing transactions, and financial settlement transactions exclusively. The rights and obligations regarding the reconciliation of gas inventory are defined within the variety of direct purchase contracts executed between Vendors and Distributors and are outside of the purview of the EBT Standards. The rights and obligations vary depending on the type of direct purchase contract and the delivery area. For example, Union's Unbundled service does not require daily obligated deliveries to serve the attached consumers and therefore it would be impossible to reconcile gas delivered to gas consumed.</p> <p>Proposed Wording Changes:                  Remove the third paragraph under Definitions that begins "<i>It is important ...</i>".</p>	
	OESC	<p><b>Rebilling Periods</b>                  OESC believes there are too many options for managing cancel/rebills. OESC suggests that all parties use only Method 1 for the cancel/rebill scenario and the other 3 Methods are deleted as options.</p> <p><b>Definition for the Consumption Purpose Data Field</b>                  This section needs to have a comment on how cancel/rebill will work and how Prior Period Adjustment's ("PPA's) will be handled.</p>	
	Direct Energy	<p><b>DE Position:</b>                  DE supports the development of this transaction.</p> <p><b>Key Issues/Concerns:</b>                  The Consumption transaction should be provided at the time of billing and be a true representation of the consumers billable consumption.</p> <p><b>Recommended Changes:</b>                  This section refers to business days, for consistency the reference should be calendar days.</p> <p><b>Recommended Technical Changes:</b>                  DE would like to propose for consideration adding the Consumption purpose of "Initial". This could be addressed at the EBT Standards Working Group.</p>	
<b>5.3 Invoice Transactions</b>	Enbridge	<p>Billing options, as outlined in the GDAR, 6.1.2, have been revised to take different forms within the EBT standards document.</p> <p>In the 4th paragraph of the introductory section, the editorial comments are not necessary or appropriate. As noted above, the EBT Standards Document should address the processing of STRs, and NOT the reasons for including or excluding processing rules. The 4<sup>th</sup> paragraph should be deleted.</p>	
	OESC	<p>There appears to be a discrepancy between pages 92 and 85. On Page 92, the document indicates that the Distributor sends consumption and billing data in a single Invoice Rate Ready Transaction to the Vendor within 5 calendar days of the Consumer's actual billing date. While on page 85, Under Rules, indicates the Consumption Transaction must be sent to the Vendor no later than 4 business days after consumption is calculated.</p>	

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	Direct Energy	<p><b>DE Position:</b> DE is supportive of alternative billing solutions to facilitate a competitive market environment, and supports the remittance and settlement transactions as stated.</p> <p><b>Key Issues/Concerns:</b> None</p> <p><b>Recommended Changes:</b> None</p>	
<b>5.3.1 Invoice Distributor Consolidated - Rate Ready</b>	Kitchener	Kitchener is concerned the "Billing of Taxes" comments have not been reviewed by the Canada Customs & Revenue Agency for their approval and therefore, Distributors would be responsible for any incorrect filings.	
	Enbridge	<b>EBT Added Scope:</b> EGD is in full compliance with the Distributor Consolidated model as outlined within the GDAR. However, the GDAR does not state a requirement for a 'rate ready' billing option. This additional requirement will require a major system change within EGD's current CIS.	
	Direct Energy	<p><b>DE Position:</b> DE supports DCB in the Rate Ready form. The transactions that are needed to support this billing option are the Invoice Rate Ready (IRR) and the Invoice Vendor Adjust transaction (IVA).</p> <p><b>Key Issues/Concerns:</b> DE is very supportive of the IVA transaction as it provides the Vendor a process to provide a correction to a consumer's invoice. Currently, a Vendor has no method via the invoice and or the billing process to correct a consumer's previous invoice.</p>	
<b>5.3.1.1 Invoice Rate Ready</b>	Enbridge	<b>EBT Added Scope:</b> A 'rate ready' form of billing is not included within the GDAR. This additional requirement will require a major system change within EGD's current CIS.	
	Direct Energy	<p><b>DE Position:</b> Direct Energy supports the Invoice Rate ready Transaction (IRR) and the Invoice Vendor Adjust transaction (IVA).</p> <p><b>Key Issues/Concerns:</b> None</p> <p><b>Recommended Changes:</b></p> <p><b>General Description of Data:</b> 5<sup>th</sup> bullet – remove the reference to the Grand fathering clause</p> <p><b>Response:</b> 1<sup>st</sup> paragraph, for clarity as highlighted below, The Vendor sends an Application Advice Accept or Reject within 7 calendar days to acknowledge receipt of the Invoice Rate Ready Transaction in the correct format, but no other <b>EBT</b> response questioning the data is permitted.</p> <p><b>Communication outside EBT is allowed.</b></p>	

		<p><b>Grandfathering Clause:</b> DE would like to see the grandfathering clause removed, and for the parties for which the clause is applicable an exemption from the OEB should be requested. Additionally, there should be an agreed upon date as to when the exemption expires and the transaction implemented as per the EBT Standards.</p> <p>Alternatively, the grandfather clause should state the Distributors to which the clause applies.</p>	
<b>5.3.1.2 Invoice Vendor Adjust</b>	Kitchener	<p>Kitchener may not support Invoice Vendor Adjust Transaction.</p> <p><b>Key Issues/Concerns:</b></p> <ul style="list-style-type: none"> <li>• Invoice Vendor Adjust Transaction is not within the GDAR ruling.</li> <li>• Increased collection risk is likely to result from additional charges appearing on the customer's bill.</li> <li>• Increased customer calls to Distributor's call center.</li> </ul> <p>While our system does not currently support an Invoice Vendor Adjust Transaction, Kitchener would support the inclusion of such a transaction as a preferred option to Bill Ready.</p>	
	Enbridge	<p><b>EBT Added Scope:</b>An additional line item for the vendor is not included within the GDAR regarding any billing options. This additional portion of a proposed billing option may significantly impact the company's exposure to bad debt. This additional requirement will require a major system change within EGD's current CIS.</p>	
	Kingston	<p>If Bill Ready is a mandatory Billing Option then it would appear this transaction is not required as the Vendor does have the ability to utilize other methods of billing for their customers. Given the number of rules required to manage this single transaction, we would suggest it be removed from the standards.</p>	
	Union	<p>Union had previously proposed adding capability for vendors to include a single, bill-ready "Vendor Adjustment Line" per account per bill under distributor consolidated-rate ready billing as a compromise to the full bill ready form of billing. Based on the Board's September 13<sup>th</sup> Decision which makes bill-ready a mandatory form of billing, there is no longer the need for Union to expend significant resources and costs to implement this compromise option. (x-ref 5.3.1)</p> <p><b>Union's Position:</b> During the EBT Working Group sessions, Union proposed adding the capability for Vendors to include a single, bill-ready "Vendor Adjustment Line" per consumer per month under Distributor Consolidated Rate-Ready billing. Union no longer believes it is necessary to provide the added capability of a "Vendor Adjustment Line", if bill-ready is a mandatory form of billing.</p> <p><b>Key Issues/Concerns:</b> A bill-ready "Vendor Adjustment Line" under a rate-ready form of billing was proposed by Union during the EBT Working Group sessions as a compromise to providing full bill-ready capability. The Board's decision on September 13, 2005 confirmed that the bill-ready form of billing was to be considered mandatory. The Board also noted that it viewed Union's proposal to include an additional billing line as a compromise to bill-ready. Given that bill-ready is mandatory, the compromise solution is no longer required.</p> <p><b>Proposed Wording Changes:</b></p>	

		All references to the use of a Vendor Adjustment in this section should be removed, including section 5.3.1.2 in its entirety, and references to Invoice Vendor Adjust from transaction flows INV1, INV2, INV3, INV4, and INV5.
	OESC	<p><b>General:</b>  <b>Billing Functionality</b>                      The current Rate-Ready billing format does not support the ability for the Vendor to apply corrections in the case of errors in billing without the manual intervention of the Distributor.                      OESC submits that Vendors require the ability to provide billing adjustments (“Vendor Adjustment”) to customers and such adjustments should be presented as a separate line item from the commodity line item on the customer bill. This functionality is needed for both Rate-Ready and Bill-Ready billing methods offered under Distributor-Consolidated Billing (“DCB”). This functionality and the business rules supporting it need to be included in the EBT Standards.                      The Vendor Adjustment will provide the means for Vendor corrections in the case of billing errors and enhanced detail of product charges or credits for Consumers. It will also facilitate the development of new product pricing structures for natural gas offerings, increasing the choice available to Consumers.</p> <p><b>Specific:</b>  <b>General Description of Data</b>                      Vendors require a charge category for Invoice Vendor Adjust transactions and therefore it should be added to the list of charge categories.                      The Vendor Adjustment must be maintained in order to provide an opportunity to correct Vendor errors on the Invoice.</p> <p><b>TRANSACTION FLOW INVI</b>                      The diagram shows Invoice Vendor Adjust as step 3 but step 4 fails to recognize that an Invoice Vendor Adjust may be included.</p> <p><b>TRANSACTIONS FLOW INV2, INV 3 &amp; INV 4</b>  <b>Roles and Responsibilities</b>                      OESC’s proposes the following suggested wording:                      “Vendor’s are only allowed to provide Invoice Vendor Adjustments that relate to the Gas Competitive Services (i.e. line items) on the Consumers bill e.g. any adjustments related to the gas commodity, and if applicable transportation, storage and Vendor Administration Fees.”</p>
	Direct Energy	<p><b>DE Position:</b>                      DE supports the Invoice Vendor Adjust transaction (IVA) and declares this transaction as mandatory for DCB-Rate Ready.</p> <p><b>Key Issues/Concerns:</b>                      None</p>
<b>5.3.2 Invoice Distributor Consolidated - Bill Ready</b>	Kitchener	<p>Kitchener does not support the requirement for this transaction. This transaction is not required as part of GDAR . GDAR’s purpose is to introduce rules that will facilitate competition in the sale of natural gas in Ontario. But the competition is a means to an end. The end is improved value in the delivery of services to the market in Ontario.</p> <p>Distributor Bill Ready provides the vendor with a different option for billing the customer. Distributor Bill Ready has been estimated to cost tens of millions of dollars in capital costs and unknown millions in operating costs that would ultimately be borne by the natural gas customers. And yet, there has been no estimation of the value to the market or the end use</p>

		<p>customer. In fact, this option could be created in the anticipation of usage where they there is no commitment that it will be used. While Kitchener understands that the Board would like to increase competitive alternatives for the customer, we respectfully submit that it is not alternatives at any cost. There should be a quantified or accepted benefit in excess of the identified costs.</p> <p>Further, if vendors believe that additional alternatives are needed to enhance the market offerings to develop competition, Kitchener respectfully submits that the Board ought to consider letting the market work by requiring investment in those offerings by the vendors promoting the need. To that end, and consistent with Kitchener presentation to the GDAR panel in June of 2001, Kitchener strongly advocates the option of moving to vendor consolidated billing as a much more effective step to alternative service offerings than Distributor Bill Ready.</p> <p><b>Key Issues/Concerns:</b></p> <ul style="list-style-type: none"> <li>• Requires complete redesign of the cycle billing model</li> <li>• Bill Ready would have a detrimental affect on cash flow</li> <li>• Bill Ready introduces inefficiencies to the billing process</li> <li>• Bill Ready would cause an increase in customer calls, increased call handling time, increased bad debt.</li> </ul>	
	<p>Union</p>	<p>The Board's September 13<sup>th</sup> Decision directed Gas Distributors to accommodate both a rate-ready and bill-ready form of distributor consolidated billing upon the implementation of GDAR. The Decision referenced the need for a finding on this issue in order to guide the comments of the parties in relation to the EBT Appendix.</p> <p>Although Union is prepared to develop and implement bill-ready capability as directed by the Board in its September 13<sup>th</sup> Decision, alternatively it recommends the Board consider a similar process for bill ready implementation as it has used for vendor consolidated billing (see Section 4.1 of the Board's proposed Service Agreement - Billing Options). This approach would allow Union to develop bill-ready functionality at an estimated cost of \$8.7 million (capital) and \$460,000 (O&amp;M), following receipt of a formal request from a Gas Vendor. However, consistent with the implementation sequence and timing identified in the GDAR Implementation Timeline section, bill-ready functionality could be available no sooner than January, 2008 or 12 months after a request for this service is made, whichever is later.</p> <p>If no request is made by a Gas Vendor, Union and its ratepayers will not need to incur any costs to develop bill-ready capability. Certainty from the Board that these additional costs would also be recovered is also required before the commencement of any work to implement the bill-ready capability.</p> <p>Union had previously proposed adding capability for vendors to include a single, bill-ready "Vendor Adjustment Line" per account per bill under distributor consolidated-rate ready billing as a compromise to the full bill ready form of billing. Based on the Board's September 13<sup>th</sup> Decision which makes bill-ready a mandatory form of billing, there is no longer the need for Union to expend significant resources and costs to implement this compromise option. (<i>x-ref 5.3.1.2</i>)</p>	
	<p>Enbridge</p>	<p><b>EBT Added Scope:</b>EGD is in full compliance with the Distributor Consolidated model as outlined within the GDAR.</p>	

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		However, the GDAR does not state a requirement for a 'bill ready' billing option. This additional requirement will require a major system change within EGD's current CIS.	
	Kingston	<p>We have not provided comments on this subsection as we would need more time and consultation to determine the impact on our current system and business processes.</p> <p>Utilities Kingston has significant concerns over inclusion of Distributor Consolidated - Bill Ready as a mandatory component of the EBT Standards. Our main issue is around the potential timeline that will be placed upon market participants to implement a full suite of EBT Standards. Our experience within the Electric industry and the implementation of the Electric EBT Standards have demonstrated to us that a short implementation timeline typically results in additional effort in maintenance and evolution of all our systems. In Electric it took several iterations of the standards to "get it right" for all participants. While these GDAR EBT Standards may be loosely based upon the Electric Standards, the differences are still significant enough that not all lessons learned from the Electric market can be cut and pasted into the Gas market. Rushing an implementation timeline will put us at risk of having to expend more resources and incur a greater financial cost due to defects that will result from incomplete or inconsistent interpretations of the Standards. Since we are all cognizant of minimizing the financial impact on our customers while ensuring that they have maximum options within this market, it is suggested that there be some consideration given to allowing a sufficient amount of time to put these standards in place. Particularly with the introduction of a new Billing Option that is radically different from the approach employed within the Gas market today. We would strongly recommend that in order to support the mandatory Billing Options that a timeline for implementation of the GDAR EBT Standards allow at minimum a of 18 months from the date of the approval of the Standards by the Board. <i>(x-ref Other – Implementation)</i></p>	
	Direct Energy	<p><b>DE Position:</b> DE is supportive of alternative billing solutions to facilitate a competitive market environment and supports the Bill Ready transactions as defined.</p>	
<b>5.3.2.1 Invoice Bill Ready</b>	Enbridge	<b>EBT Added Scope:</b> A 'bill ready' form of billing is not included within the GDAR. This additional requirement will require a major system change within EGD's current CIS.	
<b>5.3.3 VCB – Bill Ready</b>	Enbridge	<p><b>EBT Added Scope:</b> A 'bill ready' form of billing is not included within the GDAR. This additional requirement will require a major system change within EGD's current CIS.</p> <p>All of the section dealing with vendor-consolidated billing should be deleted. The GDAR Service Agreement (s.4.1(c)) does not currently contain terms and conditions applicable to VCB, and those terms and conditions will be generated by the interested stakeholders at a later time. Similarly the corresponding STR rules should also be generated at a later time. It is fine that the Board staff have generated a template which can be used at a later date for this purpose, but those rules should not be included in this document at this time - regardless of the fact that they are included as "optional only". The optional only has no meaning where the GDAR Service Agreement has not established the terms and conditions for this billing option. It may make sense to leave the 'place holder' section reference in, but the rules should not be included at this time.</p>	

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	Direct Energy	<p><b>DE Position:</b> DE supports Vendor Consolidated Billing and recommends that the transactions and associated process flows be developed for inclusion in the EBT Standards to deem as complete and allow Distributor's and Vendor's alike to determine supported development costs.</p> <p><b>Key Issues/Concerns:</b> Concerns at this time cannot be provided as the transactions and process flows have not been defined.</p>	
<b>5.3.3.1 Invoice Vendor Bill Ready</b>	Enbridge	<b>EBT Added Scope:</b> A 'bill ready' form of billing is not included within the GDAR.	
<b>5.3.4 Invoice Split Bill</b>	Enbridge	Although this requirement is within the GDAR, this will require a significant system change within EGD's current CIS.	
	OESC	The note at the top of page 112 on the attached EBT Standards document should say 700,000 m3/year not 700,000 gj's.	
<b>5.3.5.1 Invoice Remittance Statement for DC-IRR</b>	Kitchener	Kitchener does not support this as an EBT transaction at this time as it is not part of the GDAR ruling.	
	Enbridge	<b>EBT Added Scope:</b> A 'bill ready' form of billing is not included within the GDAR.	
	OESC	<p><b>General:</b> Page 114 indicates that the IRS Transactions is sent and the funds are remitted in accordance with the Service Agreement. The Service Agreement at <b>Appendix "B" section B.7</b> "Statements to Gas Vendor" contemplates the Gas Distributor determining the method of remittance. OESC strongly submits that both Rate Ready &amp; Bill Ready Invoicing must make remittances on deliveries only and not on consumption or be at the choice of the Vendor. Currently, both Union and Enbridge remit payment to the Gas Vendor, under Rate Ready Billing, based on deliveries. OESC believes that the current practices must be continued as changes in remittance methods could have significant impacts on both parties. This is particularly appropriate owing to the existing limitations on deliveries. If changes are contemplated they must be mutually agreed to by both parties.</p> <p><b>Specific:</b> OESC suggests that an example of the Remittance Statement should be included in this section. The Remittance Statement must show a full transaction by transaction accounting of all transactions within a pool.</p>	
	Direct Energy	<p><b>DE Position:</b> DE supports this transaction(s) for settling with the Distributors as it aligns the settlement process for both the gas and electricity markets.</p> <p><b>Recommended Changes:</b> DE recommends that the timing of such transactions should be included in the EBT Standards and not inclusive to the</p>	

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		Service Agreement. Direct Energy proposes that the timing of the IRS transaction be on the 20 <sup>th</sup> of the following month.	
<b>5.3.5.2 Invoice Funds Imbalance Statement</b>	Enbridge	<b>EBT Added Scope:</b> Need to provide monthly details of imbalance in EBT format which is currently not done;	
	OESC	OESC suggests that an example of the Funds Imbalance Statement should be included in this EBT Standards Document.	
	Direct Energy	<b>DE Position:</b> DE supports this transaction for development. <b>Recommended Changes:</b> The timing of this transaction should follow the same as the IRS transaction.	
<b>5.3.5.3 Invoice Remittance Statement – DC-RBR</b>	OESC	Please see comments referred to in section 5.3.5.1 as the same comments are applicable here.	
	Direct Energy	<b>DE Position:</b> Direct Energy supports this transaction for DCB Bill ready. <b>Recommended Changes:</b> DE recommends that the timing of such transactions should be included in the EBT Standards and not inclusive to the Service Agreement. Direct Energy proposes that the timing of the IRS transaction be on the 20 <sup>th</sup> of the following month.	
<b>5.4 Application Advice</b>	OESC	<b>General:</b> Any time that an Application Advice Reject transaction is sent it is important that the receiver of the reject transaction follow-up and if required resubmit a corrected transaction in a timely manner. It is extremely important that this be mandated within the EBT Standards document. This is a concern currently being faced by parties involved in the electricity sector. <b>Specific:</b> If an Application Advice reject transaction is sent it is the responsibility of the receiver of the reject transaction to follow-up and if required resubmit a corrected transaction in a timely manner. <b>Transactions Flow AA1</b> The diagram transaction flow 1 should only reference Status Advice Transaction because the other transactions noted flow only for the Distributor to the Vendor. OESC was unable to make changes on the flow diagram.	
	Direct Energy	<b>DE Position:</b> DE supports this transaction for development. <b>Recommended Changes:</b> None	
<b>5.5 Status Advice</b>	OESC	<b>Status Advice Scenario's – Table #7</b> This Status Advice should say Terminate Transaction Request not Terminate Transfer Request.	
	Direct Energy	<b>DE Position:</b>	



		<p>DE supports this transaction for development</p> <p><b>Recommended Changes:</b></p> <p><b>Response:</b></p> <p>3<sup>rd</sup> Paragraph, proposed wording changes, for clarity as highlighted below,</p> <p>The sender and the receiver should resolve the discrepancy in a mutually agreeable manner <b>either inside or</b> outside the EBT System.</p>	
<b>5.6 Functional Acknowledgement</b>	Direct Energy	<p><b>DE Position:</b></p> <p>DE is in support of this transaction. This transaction facilitates the successful or unsuccessful transmission of documents between parties and is required for a point-to-point configuration.</p> <p><b>Recommended Changes:</b></p> <p>The “Ontario EBT Protocol Between Points” and the “EBT Data Transport Protocol” documents need to be reviewed by the EBT Working Group for inclusion in the GDAR EBT Standards Document.</p> <p><b>Recommended Technical Changes:</b></p> <p>Under the Rules section, page 128, it the turn around time for a Functional Acknowledgement is to be to be returned within one business day. As the recommendation of the EBT Working Group supports a point-to-point solution, the response time should be similar to a HUB response, which is 4 hours.</p>	
<b>Flow Diagrams</b>	OESC	<p><b>Transaction Flow STR 4,5,12,22,23,24,25,27</b></p> <p>OTx identifiers are required in the flow diagrams identified above.</p>	

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## APPENDIX A SERVICE TRANSACTION LEAD TIMES

ISSUE	STAKEHOLDER	SUBMISSION	DISPOSITION
<b>General</b>	Direct Energy	<p><b>DE Position:</b> In support of Direct Energy’s position on the “grand father” clauses currently contained within the standards document, the service transaction lead times should identify the Distributor to which limitations and or abilities apply.</p>	
<b>Enrol Transaction</b>	Kitchener	<p>The Effective Date of an Enrol Request Transaction will be the first day of a calendar month. This is different than in GDAR. Kitchener agrees with the change as the North American Natural Gas industry has physical gas contracts that underlie supply to customers on a calendar month basis.</p> <ul style="list-style-type: none"> <li>• The STR must be submitted at least 45 calendar days prior to the Effective Date. This is different than in GDAR. Kitchener agrees with the change. The number of days is required to manage contractual and operational requirements.</li> <li>• The Enrol Request Transaction must be responded to by the Distributor within 7 calendar days. This is different than in GDAR. Kitchener does not agree with the change. There is a Grandfathering clause that Kitchener would be entitled to and which Kitchener agrees with.</li> <li>• The Enrol Request Transaction may not be cancelled within 15 calendar days of the Effective Date. There is no provision for this in GDAR. Kitchener does not agree with the 15 days. Thirty (30) days is required for contractual and operation requirements.</li> </ul>	
	Direct Energy	<p><b>Recommended Changes:</b> <b>Enrol Transaction:</b> DE proposes the following wording changes as highlighted below, 2. The Enroll Request Transaction, which includes a valid Consumer account number with the Distributor, must be submitted at least 45 calendar days prior to the Effective Date to guarantee Vendor supply on the stated Effective Date, or such lesser amount of time as agreed by the Distributor.</p> <p>NOTE: Distributors able to process an Enroll Request Transaction, which includes a valid Consumer account number with the Distributor, with less lead-time prior to September 6, 2005, <b>will</b> continue their current practice. Other Distributors should attempt to improve their processes and systems to decrease the lead-time.</p> <p>DE recommends that the service transaction lead times in point #3, be changed from 52 to 45 days to support comments identified in Section 5.1 of this document.</p> <p>The following wording changes are recommended for points, 8, 9 and 10. 8. The Enroll Request Transaction may not be cancelled within 15 calendar days of the Effective Date, or such lesser amount of time as agreed by the Distributor. <i>NOTE: Distributors able to process a Status Advice Terminate Transfer Request (SA TTR) with less lead-time prior to September 6, 2005 will continue their current practice.</i> 9. The transaction used to cancel a pending Enroll transaction is the Status Advice Terminate Transfer Request. (SA TTR). 10. After the Effective date (Consumer is flowing with Vendor) a Drop transaction must be used to terminate the Enroll</p>	

<p><b>Drop Transaction</b></p>	<p>Kitchener</p>	<p>transaction.</p> <p>The Drop Request Transaction must be submitted at least 15 days prior to the Effective Date. This is different than in GDAR. In GDAR, if the consumer requests the Drop, the leadtime is 14 days. If the vendor requests the Drop, the leadtime is 30 days. Kitchener does not agree with changing these leadtimes.</p> <ul style="list-style-type: none"> <li>• The Drop Request (from a Vendor) may not be cancelled within 15 calendar days of the Effective Date. Kitchener does not agree with the change. Thirty (30) days leadtime from the Vendor is required for contractual and operational requirements. The reason for the difference in approach between Customer initiated and Vendor initiated is that a Vendor is likely to submit many Drop Requests from the same contract (i.e. contract end) and that will have an impact on contracts and operations. If a residential consumer initiates a drop, the impact on contracts and operations is within general tolerances and the leadtime is not required to make changes.</li> </ul> <p>Kitchener would like to see two “types” of Drops to reflect that of the eight (8) situations where a Drop would be used, several do not require any followup action. The first “type” could be “Return to System” and would encompass the first three undernoted situations. The rest of the situations could continue to be classified as “Drop” transactions. Drops require notifications (to vendor, customer). In some cases, no notifications would be required and the leadtimes are of no consequence.</p> <ul style="list-style-type: none"> <li>0. Customer decides to return to system supply</li> <li>0. Customer moves in service area, does not wish to remain on DP</li> <li>0. During a contest period (Vendor to Vendor switch), customer decides not to select competitive gas services.</li> <li>0. Customer moves outside service area (no action)</li> <li>0. Customer moves in past (no action)</li> <li>0. End of contract with Vendor (vendor advises)</li> <li>0. Customer moves in service area, Vendor decides not to supply</li> <li>0. Vendor cancels an Enrol after leadtime expiry</li> </ul>	
	<p>OESC</p>	<p><b>General:</b>  <b>Processing Intervals</b>  OESC is of the belief that the service intervals noted throughout the GDAR reflect the maximum time allowed for processing and therefore, distributors that currently provide services in a shorter timeframe than those proposed in GDAR should continue to provide turnaround within those shorter intervals.</p> <p><b>Specific:</b>  Please see revised wording in the EBT Standards document with respect to #3 and #5.  3. The Drop Request Transaction may not be submitted <del>earlier</del> <u>more</u> than 120 calendar days prior to the Effective Date for active customers.  5. The Drop Request Transaction may not be cancelled within 15 days of the Effective Date, or such lesser amount of time as agreed by the Distributor. NOTE: Distributors able to process a Drop Cancel Transaction with less lead time prior to September 6, 2005 <del>should</del> <u>must</u> continue their current practice.</p>	

	<p>Direct Energy</p>	<p><b><i>Recommended Changes:</i></b>  <b><u>Drop Transaction</u></b>                  DE proposes the following wording changes as highlighted below,</p> <p>2. The Drop Request Transaction must be submitted at least 15 calendar days prior to the Effective Date to guarantee return to System Gas on the stated Effective Date, or such lesser amount of time as agreed by the parties (i.e., Distributor, and Vendor of record acting on behalf of the Consumer).  <i>NOTE:</i> Distributors able to process a Drop Request Transaction with less lead-time prior to September 6, 2005 <b>will</b> continue their current practice. The following current practice of Enbridge (i.e., as at September 6, 2005) is noted: Enbridge accepts and processes a Drop Request Transaction, received either directly from a Consumer or from the Vendor of record acting on specific written authorization of the Consumer, if received at least 3 calendar days prior to the Effective Date. Although the Drop Request Transaction can be processed within this timeframe, there will be no resultant change reflected in the Mean Daily Volume (MDV) of the contract to which the Consumer is attached. If a change is to be reflected in the MDV, the Drop Request Transaction must be sent at least 30 calendar days prior to the Effective Date.</p> <p>5. The Drop Request Transaction may not be cancelled within 15 calendar days of the Effective Date, or such lesser amount of time as agreed by the Distributor.  <i>NOTE:</i> Distributors able to process a Drop Cancel Transaction with less lead-time prior to September 6, 2005 <b>will</b> continue their current practice.                  The following current practice of Union Gas (i.e., as at September 6, 2005) is noted: If the Consumer initiates the Drop Request through the Distributor directly (for clarity, this Consumer-initiated Drop Request must be received at least 15 days prior to the Effective Date), The Distributor will send a Drop Request Transaction to the Vendor. The Drop Request may be cancelled by the Consumer directly, or by the Vendor acting on behalf of the Consumer (i.e., the Vendor sends a Drop Cancel Transaction) up to 5 calendar days before the Effective Date requested in the Drop Request Transaction. This timing provides the Vendor, once it receives a Drop Request Transaction from the Distributor, a period of up to 10 calendar days to contact the Consumer to confirm any contractual obligations, if applicable.</p> <p>The following current practice of Enbridge (i.e., as at September 6, 2005) is noted: Enbridge is able to terminate, or cancel a Drop Transaction Request with as little as 3 calendar days lead time (i.e., the same lead time within which it is able to accept and process the Drop Transaction Request itself).</p>	
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## APPENDIX B CHANGE AND VERSION CONTROL PROCESS

ISSUE	STAKEHOLDER	SUBMISSION	DISPOSITION
General	Union	As referenced at Appendix B page B-1 of the draft EBT standards, Union supports the formation of a GDAR Working Group to review change requests and identify further implementation requirements when the Board issues its Final Order on the GDAR Service Agreement and EBT Appendix. As detailed in Union's previous GDAR correspondence with the Board on this subject, Union continues to support a consultative approach to implementation. <i>(x-ref Implementation Date)</i>	
	Direct Energy	<p><b>DE Position:</b> DE supports the implementation of a Change and Version Control process similar to the electricity process.</p> <p><b>Recommended Changes:</b> DE also recommends that an operational outage, performance schedule, and EBT release structure similar to that of electricity market be included in this section of the EBT Standards. This activity could be a task for the Gas EBT Standards Working Group.</p>	