



October 21, 2015

BY RESS/COURIER

Ms. Kirsten Walli
Board Secretary
Ontario Energy Board
P.O. Box 2319
2300 Yonge Street, 27th Floor
Toronto, ON
M4P 1E4

Dear Ms. Walli,

**Re: Proposed Amendments to the Retailer Settlement Code
EB-2015-0268**

Whitby Hydro Electric Corporation (Whitby Hydro) appreciates the opportunity to provide comments on the proposed amendments to the Retailer Settlement Code to implement certain recommendations related to the Ontario Energy Board's (OEB) report on the review of the Energy Consumer Protection Act (ECPA).

Whitby Hydro is a member of the Electricity Distributors Association (EDA) and supports the concerns, comments and recommendations provided by the EDA. In addition to those comments, Whitby Hydro provides the following for the OEB's information and consideration.

General Comments

The OEB, along with others in the electricity sector (Local Distribution Companies and Retailers) have taken considerable steps to educate and improve consumers understanding of their electricity bill and various initiatives and options available in an effort to ensure their interests are protected. It is very concerning that the current requirements by Retailers to provide consumers with a "cooling off period" and "disclosure statement" (current version attached) are not considered sufficient protection for low-volume consumers. While the OEB has indicated that there will be proposed revisions made to the disclosure statement to ensure it is consumer-friendly, simpler and short, Whitby Hydro does consider it a very strong and informative document. Further, Whitby Hydro has seen the number of customers enrolling (or renewing contracts) with Retailers decline over recent years which may suggest that these requirements have served an important role in consumers' education, protection and decision-making processes.

Whitby Hydro is concerned that the proposed amendments may lead to further confusion for low-volume consumers regarding their bill and with regards to the role of the Local Distribution Companies (LDCs). LDCs do not have access to, nor are they the appropriate contacts to discuss or compare pricing for Retailer contracts.

Should the OEB proceed with the proposed amendments, Whitby Hydro advises that the January 1, 2016 implementation timeline is not sufficient, nor achievable given that third party resources (specifically CIS providers, bill mailing and e-billing suppliers) as well as internal staff are already time constrained due to new or changing requirements related to the Ontario Energy Support Program (OESP), the Debt Retirement Charge (DRC) and the Ontario Clean Energy Benefit (OCEB). Whitby Hydro has identified and communicated with the OEB regarding CIS provider challenges associated with existing OESP project milestones. Other third parties supporting the billing process have previously advised Whitby Hydro that they will not accept bill changes after mid-December due to the volume of other significant bill changes pending for January 1, 2016. This would leave less than two months to finalize amendments, test, and implement changes when resources (both internal and third party) are already pressed to successfully address a series of complex changes (OESP, DRC and OCEB) within a limited timeframe. A minimum of six months should be given for implementation of any bill changes.

Section 7.2.3 Retailer Information on the Bill

LDCs already provide information on the bill which include the retailer name and phone number. Information on the bill should be limited to essential key information in order to avoid lengthy messaging and confusion for the customer. Many LDCs (including Whitby Hydro), have maintained a one page bill. Significant proposed changes (including the availability of an additional 500 text characters), will not only require our CIS provider to make programming changes but it would likely force Whitby Hydro and others to redesign the bill to a larger sheet size or to a multiple page bill resulting in increased costs for stock and potentially postage. If a bill re-design is required, significant time would be required in order to look at all aspects of the bill.

Whitby Hydro believes that including several different variations of Retailer contact information does not necessarily assist in protecting low-volume consumers. A simple phone number opens the door to communication directly with the Retailer who can then provide additional information (including further contact information) without taking up valuable bill space or further complicating the bill presentation.

If this proposed amendment were to proceed, Whitby Hydro asks that more specific clarification be provided to ensure Retailers provide static contact information (not variable) and that this information is limited to only the items required in 7.2.3(a). LDC bill space should not become a mechanism for Retailer variable messaging or marketing, and should be strictly limited to static contact information.

Section 10.5.4A

Whitby Hydro would like to re-emphasize the EDA's comments that the contract is between the Retailer and the customer and that the LDC should not play a role in the notification process. To introduce the LDC into this process, would likely add to the confusion of the customer who has previously interacted with the Retailer on all other aspects of the contract process.

If the OEB proceeds with this proposed amendment, Whitby Hydro recommends that a new Retailer rate/charge should be established to address costs associated with this requirement. Whitby Hydro suggests that a standard charge be developed and that the OEB allow LDCs to begin applying the charge no later than the effective date of the amendment or as soon thereafter as their systems can accommodate. This will ensure that costs are appropriately attributed to Retailers for retailer related activity. The process and

costs would need to be addressed through a working group review. In addition, Section 10.5.4A(d) should be changed to direct the customer to the Retailer (not the LDC). The LDC does not have any information about the Retailer contract so would not be in a position to answer questions specific to the transfer.

Comments on Providing Comparative Information on Bills

Whitby Hydro wishes to re-emphasize comments provided by the EDA. Comparative information is also a requirement for Retailers to provide their customers at the time they sign a Retailer contract. Comparative information is most useful when it is tied into the decision-making and contractual process. Whitby Hydro is not clear whether this type of additional information on a bill would be valuable to customers after they have already committed to a contract or if it would simply add to their frustration should the comparison show that they are paying a higher cost.

The OEB has an online bill calculator which could assist customers in providing some form of comparison. In keeping with the OEB's plans for future implementation, Whitby Hydro suggests that the bill calculator or the anticipated OEB-supervised price comparison website (targeted for mid-2016) should be explored more fully before considering requirements to modify the bill. Bill modifications will require programming changes, bill re-design and possibly contribute to additional bill size/pages, all which will result in additional costs. In addition, ensuring an "apples to apples" comparison of costs can be a challenge. Furthermore, the OEB-supervised price comparison website would provide information from a neutral and trusted third party thereby minimizing any concerns or perception that communications provided by an LDC might affect or interfere with the customers' choice and decision-making process regarding a Retailer contract. There should be a more fulsome consultation on this topic to ensure all concerns are adequately considered and addressed.

Regards,

Original signed by

Susan Reffle
Vice President

Attachment: Disclosure Statement

Disclosure Statement

1 What you should know about electricity contracts **BEFORE** agreeing to switch your electricity supplier

- There is **no guarantee of savings** if you sign a contract.
- A Retailer is a private company. It is not your utility and it is not associated with the Ontario Energy Board, the government or any government program.
- You do not have to sign a contract. Your electricity service will continue without interruption.
- A contract is only for the electricity that you use. You will **continue to pay delivery charges, regulatory charges and the debt retirement charge** whether or not you sign a contract. You will also continue to be eligible for the **Ontario Clean Energy Benefit**.
- Check with your utility to see **whether you will still be eligible** for your utility's **equal payment plan** if you switch to a Retailer.
- The Ontario Energy Board does not set prices included in a Retailer's contract.

- If you are buying your electricity from your utility, your electricity price already includes your share of certain electricity-related costs that are referred to as the **"Global Adjustment"**.
- If you switch to a Retailer, you will have to pay your share of the Global Adjustment in **addition to the contract price**.
- The Global Adjustment amount will be on a new separate line on your utility bill and can change from month to month.

2 Comparing prices

- A Retailer must give you a separate sheet comparing the contract price that you are being offered with the price currently charged by your utility.
- Try the interactive online bill calculator on the Board's website (www.ontarioenergyboard.ca) to do your own price comparisons and estimate your total monthly bill.

3 Know your rights

- Make sure you understand the contract **before you sign it**.
- Keep a copy of this disclosure statement, the accompanying price comparison, the contract and all correspondence with a Retailer for your records.

4 What if you change your mind?

- **You can cancel the contract within 10 days of signing it.**
You will not have to pay a cancellation fee and your electricity service will continue without interruption.
- **The Retailer will call you within 10 to 45 days after you sign the contract to verify that you want to continue with the contract.**
You do not have to verify the contract. If you do not verify the contract it will become invalid. You will not have to pay a cancellation fee and your electricity service will continue without interruption.
- **You can also cancel the contract up to 30 days after you receive your first bill under the contract.**
You will have to pay that bill but you will not have to pay a cancellation fee. You will be switched back to your utility for your electricity supply without any interruption in service.
- **If you cancel after that, you may have to pay a cancellation fee.**

- **This disclosure statement is not part of the contract.** It was produced by the Ontario Energy Board, the independent regulator, to provide basic information about electricity contracts and your rights.
- Questions about electricity contracts, prices, losses or the Global Adjustment? Visit the Ontario Energy Board's website or contact our Consumer Relations Centre. Contact information is provided on the other side.

I acknowledge that I have read and understood this Disclosure Statement.

Signature _____ Date _____

Ce document est aussi disponible en français.

This disclosure statement is also available on the Ontario Energy Board's website (www.ontarioenergyboard.ca) in a large-print version and in the following languages:

العربية Arabic	يقدم هذا المستند معلومات هامة حول عقود الكهرباء. للحصول على ترجمة محتوى هذا المستند وكذلك معلومات المستهلك الأخرى باللغة العربية، يرجى زيارة موقع هيئة طاقة أونتاريو Ontario Energy Board على الإنترنت أو الاتصال بالهيئة مبينة أدناه.
ελληνικά Greek	Αυτό το έγγραφο δίνει σημαντικές πληροφορίες για τα συμβόλαια ηλεκτρικού ρεύματος. Για μετάφραση αυτής της δήλωσης γνωστοποίησης και άλλες πληροφορίες για τους καταναλωτές στα Ελληνικά παρακαλούμε επισκεφθείτε την ιστοσελίδα του Συμβουλίου Ενέργειας του Οντάριο ή τηλεφωνήστε στο ΣΕΟ. Οι πληροφορίες επαφών της ΣΕΟ παρατίθενται κατωτέρω.
Italiano Italian	Questo documento contiene importanti informazioni sui contratti per l'erogazione della corrente elettrica. Per una traduzione di questa dichiarazione sulla riservatezza ed altre informazioni per il consumatore in italiano , si prega di visitare il sito della Ontario Energy Board, oppure di chiamare la OEB direttamente. Le informazioni per contattare la OEB sono riportate qui sotto.
中文 Chinese	本文件提供了有关电力合同的重要信息。有关此披露声明及其它消费信息的简体中文翻译，请访问安大略省能源局的网站或致电安大略省能源局。安大略省能源局的联系信息如下。
Polski Polish	Ten dokument zawiera ważne informacje o umowach na dostawę energii elektrycznej. W celu zapoznania się z tłumaczeniem na język polski niniejszego oświadczenia dla potrzeb zawarcia umowy oraz innych informacji przeznaczonych dla konsumentów, prosimy odwiedzić stronę internetową Ontario Energy Board (OEB) lub skontaktować się telefonicznie z OEB. Informacja kontaktowa znajduje się poniżej.
Português Portuguese	Este documento contém informação importante sobre contratos de energia elétrica. Para obter a tradução portuguesa desta declaração informativa ou de outra informação ao consumidor, é favor telefonar ou consultar o sítio Web da Comissão de Energia do Ontário (OEB, sigla em inglês). Abaixo encontrará a informação que lhe permitirá contactar a OEB.
ਪੰਜਾਬੀ Punjabi	ਇਸ ਦਸਤਾਵੇਜ਼ ਵਿੱਚ ਬਿਜਲੀ ਸੇਵਾ ਨਾਲ ਸੰਬੰਧਤ ਇਕਰਾਰਨਾਮਿਆਂ ਬਾਰੇ ਅਹਿਮ ਜਾਣਕਾਰੀ ਦਰਜ ਹੈ। ਇਸ ਖੁਲਾਸੇ ਅਤੇ ਖਪਤਕਾਰਾਂ ਲਈ ਹੋਰ ਜਾਣਕਾਰੀ ਦਾ ਪੰਜਾਬੀ ਰੂਪਾਂਤਰ ਹਾਸਲ ਕਰਨ ਲਈ ਮਿਹਰਬਾਨੀ ਕਰ ਕੇ Ontario Energy Board (ਓਨਟੇਰੀਓ ਐਨਰਜੀ ਬੋਰਡ) ਦੀ ਵੈੱਬਸਾਈਟ ਵੇਖੋ ਜਾਂ OEB (ਓ.ਈ.ਬੀ.) ਨੂੰ ਫੋਨ ਕਰੋ। ਓ.ਈ.ਬੀ. ਦੀ ਸੰਪਰਕ ਜਾਣਕਾਰੀ ਹੇਠਾਂ ਦਿੱਤੀ ਜਾ ਰਹੀ ਹੈ।
Español Spanish	Este documento proporciona información importante sobre contratos de electricidad. Si requiere una traducción de esta declaración de divulgación y otra información para el consumidor en español , por favor visite el sitio web del Consejo de Ontario Energy o llame al OEB. La información de contacto del OEB se proporciona a continuación.
Tagalog Tagalog	Ang dokumentong ito ay naglalaman ng mahalagang impormasyon tungkol sa mga kontrata sa kuryente. Para sa isang pagsasalin ng pahayag ng pagsisiwalat na ito at para sa ibang impormasyon ng konsumidor sa Tagalog , bisitahin ang website ng Sanggunian para sa Enerhiya ng Ontario (Ontario Energy Board) o tumawag sa OEB. Ang telepono ng OEB ay nasa ibabâ.
தமிழ் Tamil	இந்த ஆவணம் மின்சார உடன்படிக்கை தொடர்பான முக்கியமான தகவல்களைத் தருகின்றது. தமிழ் மொழி மூல வெளிப்படுத்துதல் பத்திரம், மற்றும் ஏனைய நுகர்வோர் தகவல்களுக்கும் தயவு செய்து ஒன்றாறியோ சக்திவளத் துறையினரின் மின்வலையத்திற்கு விஜயம் செய்யுங்கள். அல்லது OEB இற்கு தொலைபேசியில் அழையுங்கள். OEB யைத் தொடர்பு கொள்ளுவதற்குரிய தகவல்கள் கீழே தரப்பட்டுள்ளன.
Tiếng Việt" Vietnamese	Tài liệu này cung cấp thông tin quan trọng về các hợp đồng điện lực. Để có bản dịch về các điều khoản và điều kiện của hợp đồng và các thông tin khác bằng tiếng Việt dành cho người tiêu thụ, xin viếng trang mạng của Hội đồng Năng lượng Ontario hoặc gọi cho OEB. Điện thoại liên lạc với OEB được cung cấp dưới đây.



Ontario Energy Board

1-877-632-2727 (toll-free within Ontario)
416-314-2455 (within the GTA or from outside Ontario)
consumerrelations@ontarioenergyboard.ca
www.ontarioenergyboard.ca

Transactions in Person (where verification required)