



CASSELS BROCK
LAWYERS

July 7, 2010

DELIVERED BY HAND AND BY EMAIL

Ontario Energy Board
27th Floor
2300 Yonge Street
P.O. Box 2319
Toronto, Ontario M4P 1E4

mmercier@casselsbrock.com
tel: 416.869.5770
fax: 416.644.9368
Our File No.: 37347-053

Attention: Ms. Kirsten Walli, Board Secretary
Email: boardsec@oeb.gov.on.ca

Dear Sirs/Mesdames:

Re: In the Matter of a Notice of Intention to Make an Order Against Summitt Energy Management, dated June 17th, 2010

Further to the without prejudice meeting that occurred at the offices of the Ontario Energy Board ("**OEB**") on July 5, 2010, we wanted to correspond with you concerning the points we agreed to discuss with our client Summitt Energy Management Inc. ("**Summitt Energy**") and to reply to you. The purpose of this letter is to provide a response to each of these points.

1. The new sales quality assurance call process as outlined in our June 30, 2010 correspondence and, as discussed at our July 5, 2010 meeting, was implemented by Summitt Energy on June 18, 2010.
2. The script, as part of the new sales "at the door" quality assurance call process and attached hereto as Schedule "A", is used by the customer service representatives ("**CSRs**") of Summitt Energy, who in each case are trained salaried employees of Summitt Energy and specialists in the customer service area.
3. A compliance specialist of Summitt Energy with experience in regulatory compliance will have direct oversight over the new sales quality assurance call process and will review no less than 20% of all such taped calls to verify whether they are being completed accurately and are appropriately logged as either approved or declined. The compliance specialist involved in this oversight function will report directly into Summitt Energy's Director of Compliance & Regulatory Affairs.

4. As detailed in our June 30, 2010 correspondence, the automated customer complaint reporting mechanisms will result in the generation of two (2) reports. All complaints will be reported based on the nature of the complaint, specifically by 1) agent conduct, 2) contract management or 3) customer service. Complaints in the agent conduct category will be further defined by agent, the nature of the complaint and will include the agent's complaint history. Any agent complaint reports that identify a trend of alleged conduct that contravenes the regulations or Code of Conduct will be acted on quickly and methodically by Summitt Energy through a series of escalating measures, including the following:
 - i) retraining of the agent;
 - ii) a fine levied and/or suspension of the agent; and
 - iii) termination of the agent.
5. As noted in our June 30, 2010 correspondence, Summitt Energy has created a new plain language disclosure form to provide further information to customers about the agreement and the contracting process. It is the intention of Summitt Energy for the form to be sized 5 ¾ inches x 11 inches and to have a 12-point and Times New Roman font. A copy of that form is attached hereto as Schedule "B".

* * * * *

We are concurrently filing six (6) copies of this communication by hand with the Board Secretary, and have forwarded one (1) copy by email to her at the address noted on page 1 hereof. As a courtesy, we have also forwarded a copy of this letter via email to Legal Counsel at the OEB. Should you have any questions arising out of the contents of this letter and/or the various enclosures, or should you wish to discuss this matter in further detail, please feel free to contact the undersigned at your convenience.



As discussed at our meeting on July 5, 2010, we look forward to receiving your input on the various sales origination processes Summitt Energy has put in place since June 17, 2010. As well, should you have any further questions arising out of your review of this letter or our June 30, 2010 letter, please let the undersigned know at your convenience.

Yours very truly,

A handwritten signature in black ink, appearing to read "Marc Mercier", with a stylized flourish at the end.

Marc Mercier

MRM/ewf

cc. Mary Anne Aldred, General Counsel, Ontario Energy Board (w/encls. via email only)
Maureen Helt, Legal Counsel, Ontario Energy Board (w/encls. via email only)
Michael Millar, Legal Counsel, Ontario Energy Board (w/encls. via email only)
Chris Marijan, Regulatory Policy and Compliance, Ontario Energy Board (w/encls. via email only)
Summitt Energy Management Inc. (w/encls. via email only)

SCHEDULE "A"

Summitt Energy – Quality Ontario Inbound Residential Gas/ Electricity

REP : Hello, I'm calling for an inbound reaffirmation

► Dialogue with Rep ◀

1. Good Morning / Evening. Can I please have your Rep ID # _____
2. Contract ID? _____
3. Gas, Hydro, or both? _____
4. And the price for the gas/hydro? _____
5. Please note that you cannot speak during this confirmation call.
6. Name of person I will speak to? _____

Ok, may I speak to: _____

Rep hands phone to Customer

Is this (Customer Name)?

Hi (Customer Name). This is (CSR Name) from Summitt Energy. I am going to ask you a few questions regarding our program for quality assurance purposes. This call will only take a few minutes and is being recorded.

Can you please confirm the following?

1. You have been provided with a copy of your agreement?
2. The representative wearing Summitt Energy photo ID?
3. Our representative made it clear to you that he was representing Summitt Energy and not your local utility, the government, or the Ontario Energy Board?
4. You are the account holder or the spouse of the account holder?
5. You understand that this voluntary program is for the supply of your natural gas/electricity at a rate of X for a 5 year term?
6. You understand that the purpose of this program is to provide price stability and peace of mind, and does not guarantee savings nor provide rebates?

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7. You are between the ages of 18 and 70?
 - a. If the customer is under 18 –advise the customer that you cannot process the agreement at this time.
 - b. If the customer is over the age of 70 advise the customer that because they are a senior you need to just make sure they understand that this program is voluntary – you don't have to sign for it. Do you still wish to enroll in this program?
8. And the representative explained the program and answered any questions you had?
9. Can you please provide me with your phone number?

Perfect. So to finish up, in accordance with the rules of the Ontario Energy Board, we will be contacting you again after 10 days to confirm the details of your agreement. Please keep a copy of your agreement and the terms and conditions for your records.

Can I please speak to your representative? Thanks and have a great day!

To Rep: Your confirmation # is_____

SCHEDULE "B"



SUMMITT ENERGY



What happens next?

For the next 10 days _____

Take some time to review the details of your agreement.

_____ In 10 - 60 days _____

We will call you to re-confirm your agreement.

_____ In approximately 30-90 days _____

Summitt's name will appear on your utility bill, which will indicate to you that your program has begun.

_____ After 1 year _____

Contact us to see what your Blend & Extend options are.

_____ 60-120 days before the end of your Agreement

We will contact you to provide you with your renewal options for future protection.

About This Agreement

Summitt Energy is a licensed natural gas marketer and electricity retailer. Summitt Energy is not affiliated with your local natural gas or electricity distributor ("Utility"), any government, or the Ontario Energy Board.

This Agreement is voluntary and you will continue to be supplied with natural gas and/or electricity regardless of whether or not you sign this Agreement.

Once on an electricity retailer program, you will see the Global Adjustment/Provincial Benefit as a separate item on your utility bill. The Global Adjustment/Provincial Benefit is updated by the Independent Electricity System Operator as either a credit or charge to you that varies monthly.

If you cause the Agreement to end before the end of your term, you may be required to pay Summitt an exit fee as described in the terms and conditions of the Agreement.

The Agreement Price you select covers your natural gas and/or electricity energy supply only. You will continue to be responsible for other regulated charges billed by your utility.

My signature confirms that I understand the above, regarding my agreement, and confirms that I was left with a copy of the agreement, including terms and conditions.

_____ Date

100 Milverton Dr - Suite 608, Mississauga, Ontario, L5R 4H1
Tel: 905-366-7059, Toll Free: 1-877-222-9520, Fax: 905-366-7063

customerservice@summittenergy.ca www.summittenergy.ca ON-003