

October 26, 2010

Ms. Kirsten Walli
Board Secretary
Ontario Energy Board
P. O. Box 2319
2300 Yonge Street, Suite 2700
Toronto, ON M4P 1E4

Dear Ms. Walli,

**RE: Board File No. EB-2010-0245
Canadian RiteRate Energy
15185 Yonge Street, Suite 3
Aurora, ON, L4G 1L8
(T) 905-726-8056; (F) 905-726-9845; (E) brian@riterate.ca**

Canadian RiteRate Energy generally supports the new Ontario Regulation 389/10 and the October 15, 2010 draft of the proposed and restated Marketer Code of Conduct. We are in support of full price disclosure, including Transport, Storage and any other "extra" fees that a marketer may be charging such as Monthly Administration or Carbon Offset Credits. Our understanding is that ALL of these charges must be clearly listed in Part B of the Price Comparison form. We also still believe that where a marketer must, or chooses to, provide Transport it should be at a fixed rate not variable.

Our primary comments relate specifically to the Price Comparison forms and are as follows.

- In our opinion, the Price Comparisons for Non-residential and Residential consumers are redundant. The critical component of these comparisons is the Utility Rate and the Contract Price. We don't see any value in having total dollar amounts based on consumption thresholds as the customer can do their own math. As well, the difference between Rate 1 and Rate 6 is negligible and certainly would not be a determinant in whether the customer opts to sign a fixed rate contract. Our recommendation is to only have one form of Price Comparison.
- For customers in Union Gas delivery areas other than Southwestern Ontario (ie. NDA, EDA, SDA, WDA, CDA) we would like the ability to show a range of utility rates (or a representative rate) on one Price Comparison form. The reason for this is that the utility rate in each delivery area is only marginally different (ie. within a couple tenths of a cent) and collapsing the forms into one simplifies the



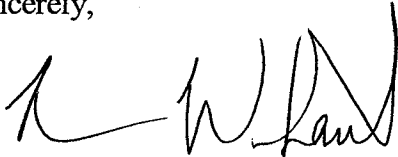
process. Once again, with the very small difference in rates by delivery area, this will not be a determinant in whether the customer opts to sign a fixed rate.

- We are unclear as to why only one Contract Price can be included in Part B. It would seem logical that only one product type (ie. fixed rate, blended rate, declining rate, etc.) can be included in Part B, but for any given product it seems illogical that the different rates for different terms could not be listed on the same form. For instance, 3-year fixed – x cents/m³; 5-year fixed – y cents/m³. Our recommendation is that Part B should be unique by product, with multiple Contract Prices listed by term on one Price Comparison form.

Our final comment relates to the continuance of automatic renewals, which we were clearly in disagreement with. In our opinion, the new Code of Conduct should be prescriptive with regards to the format of the Renewal Cancellation Form AND it's location in the renewal package. This will prevent marketers from "burying" the form in the back of the package and will ensure that customers fully understand the requirement to cancel if they choose not to continue.

We trust that our comments will be afforded due consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian Wikant". The signature is fluid and cursive, with a large initial "B" and "W".

Brian Wikant
COO & VP Marketing