

**IN THE MATTER OF** the *Ontario Energy Board Act*, 1998, S.O. 1998, c.15,  
(Schedule B);

**AND IN THE MATTER OF** a Notice of Intention to Make an Order for  
Compliance, Suspension and an Administrative Penalty against Summitt Energy  
Management Inc. dated June 17th, 2010

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**COMPENDIUM OF DOCUMENTS OF COMPLIANCE COUNSEL**

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September 7, 2010

**Stockwoods LLP Barristers**

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**ONTARIO ENERGY BOARD**

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**Compliance Counsel**

TO: **ONTARIO ENERGY BOARD**  
P.O. Box 2319  
2300 Yonge Street, 27<sup>th</sup> Floor  
Toronto, ON M4P 1E4

**Attention: Kirsten Walli,**  
Board Secretary  
Tel: 888.632.6273  
Fax: 416-440-7656  
E Mail: *Boardsec@ oeb..gov.on.ca*

AND TO: **Cassels Brock & Blackwell LLP**  
2100 Scotia Plaza, 40 King Street West  
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Lawyers for: Summitt Energy Management Inc.



**TAB****DOCUMENT**

1. Interim Compliance Order
2. Procedural Order No. 1, June 28, 2010
3. Letter from Cassels Brock, June 30, 2010
4. Letter from Cassels Brock, July 7, 2010
5. Letter from Cassels Brock, July 8, 2010





EB-2010-0221

**IN THE MATTER OF** the *Ontario Energy Board Act, 1998*,  
S.O. 1998, c. 15, (Schedule B);

**AND IN THE MATTER OF** a Notice of Interim Order for  
Compliance against Summitt Energy Management

### **INTERIM ORDER FOR COMPLIANCE**

**WHEREAS** section 112.2 (6) of the *Ontario Energy Board Act, 1998* (the "Act") permits the Ontario Energy Board (the "Board") to make an Interim Order under section 112.3 of the Act requiring Summitt Energy Management ("Summitt") to comply with a number of enforceable provisions as defined in section 112.1 of the Act;

**AND WHEREAS** the Board provided Summitt with a Notice of Intention to Make an Order for Compliance, Suspension and an Administrative Penalty under sections 112.3, 112.4 and 112.5 of the Act dated June 17, 2010;

**AND WHEREAS** it appears to the Board that:

- a. Summitt sales agents provided false, misleading and deceptive statements to consumers thereby engaging in an unfair practice contrary to section 88.4(2)(c) and 88.4(3)(c) of the Act.
- b. Summitt sales agents breached section 2.1 of the Code Conduct for Gas Marketers and the Electricity Retailers Code of Conduct (the "codes") by failing to immediately and truthfully give the name of the retailer and marketer (Summitt) to the consumer, failing to advise the consumer that Summitt was offering a contract for the supply of natural gas and electricity and that Summitt is not the consumer's distributor, failing to

state the price to be paid under the contract for the supply of electricity and natural gas, and making representations or statements that were false or likely to mislead a consumer.

- c. Summitt has also contravened section 88.9 (1) of the Act by failing to deliver a written copy of the contract to the consumer within the time prescribed by regulation.

**AND WHEREAS** the Board is of the opinion that it is in the public interest to make this Order;

**THE BOARD ORDERS THAT:**

1. Summitt shall take all necessary steps to ensure that its sales agents act in accordance with sections 88.4 (2) (c) and 88.4 (3) (c) of the Act and that they do not engage in any practice prescribed by regulation as an unfair practice or fail to do anything where such failure constitutes an unfair practice as prescribed by regulation.
2. Summitt shall take all necessary steps to ensure that its sales agents act in accordance with section 2.1 of the Codes and that its sales agents, when marketing to a consumer, immediately and truthfully give the name of the retailer and marketer (Summitt) to the consumer, advise the consumer that Summitt is offering a contract for the supply of natural gas and/or electricity and that Summitt is not the consumer's distributor. The sales agents will also state the price to be paid under the contract for the supply of electricity and/or natural gas, and not make representations or statements that are false or likely to mislead a consumer.
3. Summitt shall take all necessary steps to ensure that it delivers a written copy of the contract to the consumer within the time prescribed by regulation.

4. Summitt shall provide information to the Board, as required, with respect to the steps taken to ensure compliance with sections 88.4 (2) (c), 88.4 (3) (c) and 88.9 (1) of the Act and section 2.1 of the Codes.

**Dated at Toronto, June 17, 2010**  
**ONTARIO ENERGY BOARD**

Original signed by

Kirsten Walli  
Board Secretary











EB-2010-0221

**IN THE MATTER OF** the *Ontario Energy Board Act, 1998*,  
S.O. 1998, c. 15, (Schedule B);

**AND IN THE MATTER OF** a Notice of Intention to Make  
an Order for Compliance, Suspension and an  
Administrative Penalty against Summitt Energy  
Management

### **PROCEDURAL ORDER No. 1**

The Ontario Energy Board (the "Board"), on its own motion under s. 112.2 (2) of the *Ontario Energy Board Act, 1998* (the "Act") issued a Notice of Intention to Make an Order for Compliance, Suspension and an Administrative Penalty under sections 112.3, 112.4 and 112.5 of the Act dated June 17, 2010 against Summitt Energy Management ("Summitt"). On the same date the Board made an Interim Order under section 112.3 of the Act requiring Summitt to comply with a number of enforceable provisions as defined in section 112.1 of the Act.

On June 24, 2010 counsel for Summitt filed a letter with the Board requesting an extension of time to request a hearing to July 16, 2010 in order to have sufficient time to review disclosure. The disclosure materials were delivered on June 24, 2010.

The Board has considered the request made by Summitt and the response of compliance counsel and has determined that it will grant an extension on the terms set out below.

**THE BOARD ORDERS THAT:**

1. The time set out in the Notice of Intention to Make an Order for Compliance, Suspension and an Administrative Penalty issued against Summitt on June 17, 2010 for Summitt to request a hearing is extended from July 2<sup>nd</sup>, 2010 to July 9th, 2010.
2. Summitt shall provide to the Board a written assurance no later than June 30, 2010 detailing the steps it is taking or that it will take to ensure its sales agents are in compliance with the Interim Order for Compliance issued June 17, 2010 specifically with respect to the following:
  - i. Summitt's sales verification process;
  - ii. Consumer complaint reporting;
  - iii. Tracking agent complaints; and,
  - iv. Solicitation procedures and performance.

**Dated at Toronto, June 28, 2010**  
**ONTARIO ENERGY BOARD**

*Original signed by*

Kirsten Walli  
Board Secretary







June 30<sup>th</sup>, 2010

**DELIVERED BY HAND AND BY E MAIL**

Ontario Energy Board  
27<sup>th</sup> 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  
E Mail: 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 17<sup>th</sup>, 2010**

We have been asked to represent Summitt Energy Management Inc. ("Summitt Energy" or "our client", as applicable) in connection with the above-referenced matter and the companion Interim Order for Compliance, both dated June 17<sup>th</sup>, 2010. In this regard, we would also refer you to the Ontario Energy Board ("OEB") Procedural Order No. 1 in this matter, dated June 28<sup>th</sup>, 2010.

The purpose of this letter is to respond to the requests of the OEB made of Summitt Energy pursuant to Section 4 of the Interim Order for Compliance and Section 2 of OEB Procedural Order No. 1. Please note that our client provides this information in its continuing effort to co-operate with the OEB in this regulatory process. Inasmuch as there has yet to be interrogatories upon the OEB disclosure materials or a Hearing of the issues raised in the Notice of Intention to Make an Order, we provide this letter on the understanding that neither this letter or its contents nor the procedures and measures initiated by our client in response to the Notice of Intention to make an Order and Interim Order for Compliance are or may be deemed to constitute an admission of any wrongdoing by our client or any deficiency in our client's practices and compliance programs.

**1. SALES VERIFICATION PROCESS**

Effective June 18, 2009, Summitt Energy implemented a new sales quality assurance call process in an effort to verify that each prospective customer of Summitt Energy has a full understanding of the natural gas and electricity agreement. A recorded call with each such customer at the time of any sale must be completed, the particulars of which are set out in greater detail below.

The sales quality assurance call takes place between the consumer (from his/her residential telephone) and one of Summitt Energy's customer service representatives (CSR) in the





presence of the sales agent. The sales agent is advised by the CSR at the beginning of the call that he/she cannot speak during the call and then is asked by the CSR to provide the telephone to the customer. If the CSR hears the sales agent speak or in any way "coach" the customer at any time during the call, the CSRs have been instructed to promptly terminate the call, with the result being that the sale will not be processed. As a further safeguard, when a call is terminated in this manner, the subject customer cannot be re-contacted for a minimum period of five (5) days by that agent.

Attached hereto as Schedule "A" is a copy of the script being used by Summitt Energy's CSRs for your review. In summary, the CSRs ask each new consumer to confirm that they understand:

- that Summitt Energy is not affiliated with the utility, the government or the Ontario Energy Board;
- that the customer is signing an agreement to contract for the supply of natural gas and/or electricity at a fixed price for up to five (5) years;
- that the agreement is voluntary;
- that the agreement does not guarantee savings to the customer; and
- that they will receive a reaffirmation call in ten (10) to sixty (60) days to satisfy the Ontario Energy Board Act reaffirmation requirements.

The entire call is recorded and will be stored for a period of seven (7) years, regardless of whether the consumer ultimately becomes a customer of Summitt Energy or not. If, during the quality sales assurance call, the CSR identifies an issue with the sale (e.g., the customer states that they thought the sales agent was from the utility), the CSR will immediately advise the customer that Summitt Energy cannot complete the agreement at that time.

While Summitt Energy will continue to maintain audio recordings of all of its sales quality assurance calls made to date (approximately 150 calls) and all future calls, Summitt Energy has not provided a CD or other copy of such recordings to the OEB with this letter due to confidentiality and privacy issues. We are concerned that any such disclosure may allow for the identification of the consumer and his or her personal information, such as name, address and other personal contract information, the disclosure of which might violate Summitt Energy's contractual obligations of confidence and the consumer's rights of privacy. If the OEB wishes to verify Summitt Energy's audio verification call files, Summitt Energy is prepared to arrange a listening session for OEB compliance staff, and requests that the OEB first issue a Confidentiality Order with respect to same.

## **2. CONSUMER COMPLAINT REPORTING**

As required by the OEB's Gas and Electricity Reporting and Record Keeping Requirements (Sections 2.2.1 and 4.2.1, respectively), Summitt Energy maintains records of all written complaints received by it and made by consumers. Summitt Energy retains all consumer complaints received by telephone, fax, email and mail in its customer service data base.

In addition to all of its other reporting and record retention procedures, Summitt Energy is currently in the process of enhancing its complaint reporting system as follows:

1. Classification of complaints into one of three (3) groups:
  - (i) Agent Conduct,
  - (ii) Contract Management and
  - (iii) Customer Service.

These categories are currently used by the OEB in its quarterly web consumers' issues reports and will provide a consistent framework by which comparisons may be made efficiently and effectively by Summitt Energy; and

2. Designing automated reporting mechanisms to report on the number, type and source of complaints. These reports will also help Summitt Energy to establish any applicable trends to these consumer complaints. Complaints that are received by Summitt Energy are provided to the respective sales agency and the sales agent, and complaints are reviewed with each sales agency weekly.

## **3. TRACKING AGENT COMPLAINTS**

A summary of the consumer complaint reports generated as set out in item 2 above will be provided to Summitt Energy's senior management and to each sales agency monthly in an effort to track agent complaints. Summitt Energy is currently developing two (2) standardized complaint reports which will be automatically generated by its database system.

Report #1 will provide a summary for each Sales Agency of the number and type of complaints broken down by sales agent (for a specified period). This report will provide the number of complaints by grouping (as described above) and the agent's complaint to contracts signed ratio. Report #2 will provide a summary of a specific sales agent's complaints broken down by month, again according to the nature of the complaints by grouping (as described above). Summitt Energy is currently working to have these two (2) reports implemented on a fully automated basis by no later than July 15, 2010 at which time samples can be provided to the OEB.

#### **4. SOLICITATION PROCEDURES AND PERFORMANCE**

##### **Agreements**

The agreement Summitt Energy uses for its natural gas and electricity protection plans has also been amended to expressly provide:

- the consumer with further disclosure that Summitt Energy is not affiliated with any utility, the government or the Ontario Energy Board;
- the current pricing for the RPP for electricity; and
- an acknowledgement that the customer understands the agreement.

The agreement must be signed by the account holder or the spouse of the account holder in order for it to be considered binding. In addition, the terms and conditions of the underlying agreement are attached as part of the agreement and the customer will be required to acknowledge that they have received a copy of the agreement and the terms and conditions. A copy of the Agreement is attached hereto as Schedule "B".

##### **Disclosure Form**

Summitt Energy has created a new plain language disclosure form that provides further information to the customer to ensure they have a full understanding of the agreement. The disclosure form must be signed by the account holder or the spouse of the account holder at the time of sale and submitted to Summitt Energy with the agreement in order for it to be an eligible binding agreement. If the disclosure form is not submitted to Summitt Energy with the signed agreement, and following the successful completion of the Sales Quality Assurance Call, the agreement will not be processed by Summitt Energy. A copy of the new disclosure form is attached hereto as Schedule "C".

##### **Sales Quality Assurance Call**

As described above, Summitt Energy has already implemented a Sales Quality Assurance Call at the time of each sale. All agreements must be supported by a positively conducted Sales Quality Assurance Call or the agreement will not be processed by Summitt Energy.

##### **Code of Conduct Training**

Summitt Energy's Director of Compliance & Regulatory Affairs is currently conducting Code of Conduct training for all of its sales offices effective June 28, 2010. Summitt Energy has 8 offices in Ontario which retail to small volume consumers. As of June 30, 2010, training for 3 offices has been completed and Summitt Energy anticipates that it will be in a position to complete the training of all offices by no later than July 15, 2010. A copy of the entire Code of Conduct Presentation is attached hereto as Schedule "D".



\* \* \* \* \*

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

In closing, Summitt Energy is committed through the implementation of the various processes set out in this letter to taking all necessary steps to ensure its customers receive proper information relating to its products and understand whether these products are suitable for their needs. Summitt Energy is strongly committed to building an informed customer base, which it believes can only be achieved by meeting and exceeding the requirements of the regulations of the OEB and the Code of Conduct governing sales practices. Summitt Energy believes this can be accomplished through the implementation of these various new processes. We look forward to receipt of your confirmation of this request.

Yours very truly,

A handwritten signature in black ink, appearing to read "Marc Mercier". The signature is stylized with a large, sweeping initial "M" and a long, horizontal stroke extending to the right.

Marc Mercier

MRM/ewf

CC. Maureen Helt, Legal Counsel, Ontario Energy Board  
Summitt Energy Management Inc.

SCHEDULE "A"

**Summitt Energy – Sales 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). 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?

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. And can you provide me with your email address so we can send you a welcome letter and another copy of your terms and conditions?

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.

Thanks and have a great day!

June 29, 2010

**SCHEDULE "B"**





# PRICE PROTECTION AGREEMENT FOR NATURAL GAS AND ELECTRICITY

F

Summitt Energy, 100 Milverton Dr., Suite 608, Mississauga, ON L5R 4H1  
905.366.7059, 1.877.222.9520, fax 905.366.7063, www.summittenergy.ca, customerservice@summittenergy.ca

## ACCOUNT HOLDER INFORMATION COM124

☐ Mr.  
☐ Mrs.  
☐ Ms. First Name of Account Holder (from Bill) Last Name of Account Holder (from Bill)

☐ Business Business Name

Street Address

City Province Postal Code

Phone # ( ) - Other Phone # ( ) - Ext.

## SUMMITT ENERGY NATURAL GAS PROGRAM (Includes Blend & Extend Option) License #GM-2005-0542

I agree to the Customer Agreement, and select the following term (the "Term of the Agreement") and price (the "Price"):

☐ 5 Years: 30.5 cents/m<sup>3</sup>

☐ ENBRIDGE ACCOUNT #

☐ UNION ACCOUNT #

First 4 Alpha-Numeric (from Name on Bill) Postal Code (from Bill)

## SUMMITT ENERGY ELECTRICITY PROGRAM (Includes Blend & Extend Option) License #ER-2005-0541

UTILITY ACCOUNT #

Utility Name

First 4 Alpha-Numeric (from Name on Bill) Postal Code (from Bill)

I agree to the Customer Agreement, and select the following term (the "Term of the Agreement") and price (the "Price"):

☐ 5 Years: 7.29 cents/kWh

**Effective November 1, 2009 consumers with a time-of-use meter will pay 9.3 cents/kWh for on-peak times, 8.0 cents/kWh for mid-peak times and 4.4 cents/kWh for off-peak times. Consumers on the Regulated Price Plan (RPP) will pay 5.8 cents/kWh up to a certain threshold per month and 6.7 cents/kWh above that threshold. Please see Section 14 and 15 of the Customer Agreement with Terms and Conditions for your Consumer's Rights and Buyer's Right to Cancel.**

I have read the above and understand and agree to the terms and conditions of this Registration Form and Customer Agreement.

Signature (I have the authority to sign on behalf of the Applicant) Date Signed MM / DD / YY

Print Name Relationship to Account Holder / Title (if applicable)

- My Representative was wearing Summitt Energy Identification.
- This Comprehensive Energy Protection Program ("Agreement") is with Summitt Energy LP ("Summitt") which is an Ontario Energy Board ("OEB") licensed electricity and natural gas retailer and is not affiliated with my local utility, the government, or the Ontario Energy Board.
- Consumers on retail contracts will see a separate line item on their bills called the Global Adjustment. Depending on electricity market prices, this may be a charge or credit.
- This Agreement offers price stability and does not guarantee financial savings.
- If I consume less than 50,000 m<sup>3</sup> or 150,000 kWh, this Agreement shall not be in effect unless I reaffirm it, see Consumer's Rights & Buyer's Rights to cancel.
- Unless agreed to in writing by Summitt, no amendments, either written or verbal, to this Price Protection Agreement will be accepted.

(Initials) I have read, understand and agree to the above

Representative Signature Representative Name Representative Number

--To: Summitt Energy LP ("Summitt") and the Local Electricity and Gas Distribution Company (or Companies) for the Service Address (my "Utility")

**1. Appointment of Agent:** I hereby appoint Summitt to be my sole and exclusive agent and Electricity and/or Natural Gas ("Gas") supplier for all purposes related to the arrangement of transportation, storage (only for Gas), delivery and billing of Gas or Electricity to the Service Address on this Agreement ("Appointment of Agent"). My Utility and all other related third parties are entitled to rely upon all actions taken, or documents signed, by Summitt in connection with this Appointment as though I had taken such action or signed such document myself including, without limitation, the negotiation, implementation, operation, performance, amendment and termination of any Electricity or Gas supply, transportation (where not done by my Utility), billing and delivery arrangements. As needed, I approve the transfer from my current Electricity and/or Gas supplier to Summitt. This Appointment shall be effective from the date I sign the Agreement and shall continue until the last day of the term of this Agreement including any renewals as agreed upon from time to time as provided for in the Terms and Conditions below. Together the Price Protection Agreement and Terms and Conditions form the complete "Agreement".

**2. Direction and Exchange of Personal Information:** I direct Summitt to enter into arrangements on behalf of me with my Utility. In addition, I authorize and direct my Utility and any related third party to release to Summitt all information in such person's possession and control relating to me and the supply and delivery of Electricity and/or Gas to the Service Address including, but not limited to, customer usage information, customer usage history, as well as any related credit and payment history.

**3. Billing:** I acknowledge that my Utility will bill me for the Electricity or Gas delivered to the Service Address and for certain distribution access charges and any other fees, charges or taxes relating to the delivery of Electricity or Gas delivered to the Service Address in accordance with my Utility's billing practice and my Utility's usual billing cycle. I further acknowledge that, at some point during the Term, Summitt may choose to bill me directly for all costs associated with the supply and delivery of Electricity and/or Gas to the Service Address, provided that I will not have to pay any additional fees or costs as a result of Summitt billing me directly above and beyond the fees and costs mentioned above. In the event that Summitt bills me directly, Summitt's billing terms will be as follows: Summitt shall invoice me monthly for all amounts due to Summitt pursuant to the Agreement for the applicable billing period. I shall pay to Summitt in full any amounts owing by the due date indicated on the invoice, if I fail to pay on time, I shall pay 1% interest per month (12% per annum) on the unpaid amount, from the due date of payment until payment is received. Summitt or my Utility is entitled to revise any bill if necessary to account for any reassessment by my Utility. My Utility will determine the amount of Electricity or Gas that is delivered to me and may do so by periodic meter reading, estimation, or allocation and Summitt will be entitled to charge based on this information. I shall be responsible for all costs that relate to any failure to pay, including charges for dishonoured cheques, legal and collection costs. Summitt shall be entitled to revise any bill after it is rendered, regardless of payment by me, to account for any reassessment made by Summitt or by my Utility.

**4. Authority to bind:** I have the authority to enter into an agreement for the supply of Electricity and/or Gas to the Service Address. I also have the authority to appoint Summitt as my agent to arrange for such Electricity and/or Gas supply, transportation and delivery. I agree to keep the payment of my Electricity and/or Gas account with my Utility up-to-date, to pay such accounts when due and to be bound by and responsible for the arrangements made by Summitt as agent on my behalf. I understand that the Agreement will enter into full force and effect only upon the satisfaction of each of the following conditions: (i) Summitt's approval in its sole discretion of my application; (ii) My Utility's acceptance of the enrolment filed by Summitt; (iii) Me reaffirming the Agreement after the 10th day and before the 61st day following the day on which I received a copy of the Agreement (if I consume less than 150,000 kWh/yr of electricity or if I consume less than 50,000 m<sup>3</sup>/yr of natural gas); and (iv) No amendments made to this Agreement will be accepted without the written approval of Summitt.

#### TERMS AND CONDITIONS

**1. Supply:** I agree to honour all the arrangements made by Summitt and my Utility on my behalf for the supply, billing, transportation, and delivery of Electricity and/or Gas to the Service Address set out on this Agreement. My Utility will deliver the Electricity or Gas in accordance with its practices, and Summitt makes no warranty, representation or guarantee with respect to the Electricity or Gas delivered by my Utility. The date that Summitt commences supplying Electricity and/or Gas at the Service Address (the "Electricity and/or Gas Supply Date") is expected to occur within 120 days from the date that I reaffirm the Agreement. I agree that the commencement date may be extended up to one year, at Summitt's sole discretion. I understand that should Summitt be unable to make Electricity and/or Gas supply arrangements to provide Electricity and/or Gas to my Service Address for any reason, Summitt will not be held liable for any damages or losses suffered by me for any reason whatsoever.

**2. Electricity Price:** I agree that the Price of the Electricity shall be as selected on the Agreement. If no price is selected, the price is deemed to be the 5-year price. The Price does not include regulated transmission, distribution, or other charges that will be billed by my local electrical utility. I agree to pay the Price plus any transmission, transportation, debt recovery charge, uplift charge, provincial benefit / global adjustment,

congestion and service charge (including any changes in the allocation of any of the above as a result of regulatory changes including the implementation of locational marginal pricing). If Time of Use hourly data is not available for my location from my utility, I agree that the standard net system load shape for my area shall apply for the purpose of calculating volume of kWh used during each period. I also agree to pay any amounts charged or approved by the OEB, the Ontario Power Authority or any other similar entity or regulatory body. I agree to pay any administration fees charged to Summitt by my Utility (currently 80 cents/month and one time enrolment and de-enrolment charges of \$1.50, all of which may be subject to change), EBT Hub service fees (up to 25 cents/month) any associated vendor fee plus all applicable taxes including GST and HST, late payment fees and liquidated damages as applicable. I also agree to pay the Pool Balancing Adjustment (as defined below) which may be a credit or a charge. The "Pool Balancing Adjustment" is the cost (or credit) that Summitt incurs to balance the supply arrangements that Summitt has entered into for the purpose of supplying the forecasted requirements of its existing and prospective customers (which is based on the historical consumption and load shape of such customers), compared to the actual volume consumption and load shape which may be over or under the forecasted volume and load shape. The amount of the Pool Balancing Adjustment will vary depending upon the differences between the Price and the actual hourly spot price and the difference between the actual consumption and the supply arrangements. The Pool Balancing Adjustment will be charged or credited on each bill, however the Pool Balancing Adjustment may not exceed one cent per kWh for the total volume over the Term of the Agreement.

I acknowledge that I am entering into this Customer Agreement with Summitt and that Summitt is not my regulated utility and that the Price is not regulated by the OEB. I understand that I may be subject to a one time credit or charge known as the Final Variance or RPP Settlement. This credit or charge will appear on my Utility bill. The Price does not include federal, provincial and municipal taxes, Harmonized Sales Tax (HST) payable in connection with the supply or delivery of Electricity to the Service Address.

**3. Gas Price:** I agree that the Price of the Gas shall be as selected on the Agreement. If no price is selected, the price is deemed to be the 5-year price. The Price does not include regulated transportation, distribution, or other charges that will be billed by my local gas utility. I agree to pay the Price plus any transportation, delivery, or other charges that may be charged by my Utility or any administration fees that may be charged to Summitt by my Utility plus all applicable taxes including Harmonized Sales Tax (HST), late payment fees and liquidated damages as applicable. I also acknowledge that Summitt may pass on to me a monthly billing charge from my Utility to provide billing services (currently \$1.35 per month which may be subject to change). I acknowledge that Summitt is not a regulated utility and that the Price is not regulated by the OEB.

**4. Term:** Subject to the termination rights contained in this Agreement, the term of this Agreement commences on the Electricity and/or Gas Supply Date and continues until either: (i) the last day of the Term of the Agreement, including any renewal periods, as set out on the Agreement; or (ii) the last day of the Extended Term if I exercise the Price Drop Program option under Section 7 hereof. If no term is selected, the Term is deemed to be five years. Summitt may renew this Agreement by delivering a written renewal notice to the Service Address (or Mailing Address, if applicable) on the Agreement no earlier than 120 days and no later than 60 days before the end of the Term of the Agreement. The renewal notice will include a copy of this Agreement, any changes to the Agreement, and a renewal/cancellation form that complies with applicable law. If I do not notify Summitt (whether in writing or by facsimile or e-mail) of my intention to cancel or renew the Agreement within the aforementioned timeframe, I agree to extend the Agreement for 1 year at the price indicated on the renewal notice and to be bound thereby or (2) for a term up to the length of the original contract term as selected on the Electricity Supply Application form, at the price indicated on the renewal notice and to be bound thereby.

**5. Change of Information or Service Address:** If I plan to move to another location, I will notify Summitt in writing of my new Service Address at least 30 days in advance of the anticipated relocation date. Upon receipt of such notice, Summitt will advise me as to whether Summitt is prepared to supply Electricity and/or Gas to me at my new Service Address, and, if so, the terms of this Agreement shall apply to the new location. My Utility may provide to Summitt a notification of a change of address within my Utility's franchise area and when Summitt receives such notice it will use its best efforts to continue the program contemplated by this Agreement for the remaining term of this Agreement at the new Service Address. Otherwise, this Agreement shall be automatically cancelled without penalty. I also agree to notify Summitt in writing of any other change of information (including a change of account number, contact information or Mailing Address) at least 60 days prior to such change taking effect or immediately if the change is to take effect in less than 60 days.

**6. Termination:** I agree that Summitt may terminate this Agreement (it being understood that any such termination shall not relieve me of my obligation to pay Damages as set out in Section 8 below) immediately if:

- (i) I am in default because I have not made any payment on or before the due date specified in any invoice issued by my Utility or Summitt;
- (ii) I am in default because I have authorized another Electricity and/or Gas supplier or agent to service the Service Address during the term of this Agreement;
- (iii) I am in default because I have otherwise breached this Agreement in any way; or

(iv) There is any change in applicable law, regulation or regulatory direction (a "Change in Law") mandating, requiring, directing or making desirable, directly or indirectly, the amendment, insertion or deletion of any material term in the Agreement. I agree that Summitt may terminate this Agreement at any time upon written notice if Summitt is unable or is prevented from complying with any of the obligations it owes to my Utility or if my Utility is unable or is prevented from complying with any of the obligations it owes to Summitt. If Summitt bills me directly, then (in addition to the defaults set out above) Summitt may terminate the Agreement immediately if:

(v) I make an assignment or arrangement for the benefit of, or protection from, any of my creditors, or

(vi) I take any action, or have any action taken on my behalf, under any insolvency law, or permit any material portion of my assets to be made subject to any seizure or realization. If I choose to terminate this agreement I may be subject to liquidated damages as per section 8 of this Customer Agreement. I may choose to terminate this agreement by contacting Summitt as described in Section 13.

**7. Blend & Extend Program:** I am eligible for Summitt's Blend & Extend Program. With this program I can notify Summitt of my request to blend in my existing rate with Summitt's then current rate offer for the extended term, to be effective as soon as possible based on my billing schedule and date of notification. The Blend & Extend Program can be activated at any time after one year from the commencement of this Agreement, with no limit to the number of times I may Blend & Extend. Summitt will provide me with a copy of my new agreement and terms and conditions within 45 days if I select the Price Drop Program or Blend & Extend, and I will have 10 days from the date of receipt of the agreement and terms and conditions to cancel my request for Blend & Extend and my existing Agreement shall remain active until the end of its Term or any renewal.

**8. Liquidated Damages:** If Summitt terminates this Agreement because I am in default, I agree to pay Summitt, in addition to all other amounts owing by me hereunder at the date of such termination, damages equal to \$0.019 per kWh for each kWh of my estimated Electricity consumption and/or \$0.07 per cubic metre of my estimated Gas consumption for the remainder of the term of this Agreement, (the "Damages"). Such estimate of future usage shall be based upon my Electricity and/or Gas consumption information obtained by Summitt over the course of the Customer's Agreement over the past 24 months (if available) preceding such termination, or utilizing the historical information provided by my Utility. Should this information not be available from my utility at the time of calculation, then I agree that Summitt will use a default Ontario household usage volume of 10,000 kWh/year for electricity, and 2750 m<sup>3</sup>/year for natural gas. I agree that the Damages are a genuine estimate of the aggregate losses, which would be sustained by Summitt in the event that the Agreement is terminated. The Damages are hereby conclusively deemed to be liquidated damages and shall not, under any circumstances, be construed as a penalty. I authorize my Utility to include the Damages in my utility bill as an amount payable to Summitt.

**9. Customer Indemnity:** I agree that I will indemnify and save harmless Summitt (and any of its permitted assigns) as well as its affiliates and each of their respective directors, officers, employees and agents (collectively, the "Indemnified Parties") in full for any loss, damage, injury, liability or cost which any of the Indemnified Parties suffers arising from, or incurs as a consequence of any act or omission by me relating to the supply or delivery of Electricity and/or Gas to the Service Address including, without limiting the foregoing, any claim resulting from any default or breach by me, or any failure by me to perform any obligation relating to this Agreement or any obligation to any third party, including, but not limited to, any agreement with my Utility.

**10. Amendments:** In the event that a Change in Law requires an amendment to this Agreement, or my Utility unbundles all or any portion of its services, Summitt may amend this Agreement at any time by providing me with written notice of the necessary change or amendments and this Agreement shall be amended within 30 days of the date of such notice. However, the Price may not be amended by Summitt during the term of this Agreement, including any renewal thereof, except to the extent provided for herein.

**11. Assignment:** Summitt may, in its sole discretion, pledge, assign or otherwise transfer all or any of its rights or obligations under this Agreement or any proceeds arising pursuant to this Agreement without my consent. I shall not pledge, assign or otherwise transfer all or any of my rights or obligations under this Agreement. This Agreement shall be binding upon and shall enure to the benefit of the successors and assigns of Summitt and myself.

**12. Release of Information:** I hereby consent to Summitt disclosing any information about me to any third parties for the purposes of (i) supplying Electricity and/or Gas to me under this Agreement, (ii) offering me other products and services, or (iii) billing, credit, or market operation purposes, law enforcement purposes, complying with a legal requirement or for the processing of my past due accounts which have been given to a debt collection agency for collection purposes. For administrative purposes, I consent to the recording and disclosure of telephone conversations between me and representatives of Summitt.

**13. Summitt Contact Information:** If I have any questions or concerns, I will contact Summitt by telephone at 1-877-222-9520 or e-mail at customerservice@summittenergy.ca, by facsimile, mail, or by personal delivery. Please address all written correspondence to Manager, Customer Service. If I am unable to resolve any issue with Summitt, I have the right to contact the OEB at (416) 314-2455 or toll free at 1-877-632-2727 and request information regarding their dispute resolution process.

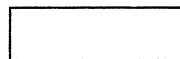
**14. Consumer's Rights and Buyer's Rights to Cancel:** If I enter into this Agreement for Electricity and I consume less than 150,000 kWh/year, this Agreement will not be in effect unless Summitt provides a written copy of the Agreement to me within 40 days after signing this Agreement – I understand that this is my copy of the Agreement. This Agreement will not be in effect unless I reaffirm it in accordance with Section 88.9 of the Ontario Energy Board Act, 1998 (the "Act") after the 10th day and before the 61st day following the day on which I receive a written copy of the Agreement. If I enter into this Agreement for Gas and I consume less than 50,000 m<sup>3</sup>/year, this Agreement will not be in effect unless Summitt provides a written copy of the Agreement to me within 40 days after signing this Agreement – I understand that this is my copy of the Agreement. This Agreement will not be in effect unless I reaffirm it in accordance with Section 88.9 of the Ontario Energy Board Act, 1998 (the "Act") after the 10th day and before the 61st day following the day on which I receive a written copy of the Agreement. I have the right as described in subsection 88.10(2) of the Act to cancel this Agreement within one year of entering into it if it does not meet the requirements referred to in Subsection 88.10(1) of the Act. I may cancel this Agreement without penalty within 10 days of entering into this Agreement by providing notice of cancellation to Summitt in writing by registered mail, email, or by facsimile. A copy of this Agreement must be left with you, the Consumer – please keep a copy for your records.

**15. Your Rights under the Consumer Protection Act, 2002:** If this Agreement was entered into in person at a place other than our place of business, a trade show or an exhibition, the following excerpt from the Consumer Protection Act, 2002 applies: "You may cancel this agreement at any time during the period that ends ten (10) days after the day you receive a written copy of the agreement. You do not need to give the supplier a reason for canceling during this 10-day period. If the supplier does not make delivery within 30 days after the delivery date specified in this agreement or if the supplier does not begin performance of his, her or its obligations within 30 days after the commencement date specified in this agreement, you may cancel this agreement at any time before delivery or commencement of performance. You lose the right to cancel if, after the 30-day period has expired, you agree to accept delivery or authorize commencement of performance. If the delivery date or commencement date is not specified in this agreement and the supplier does not deliver or commence performance within 30 days after the date this agreement is entered into, you may cancel this agreement at any time before delivery or commencement of performance. You lose the right to cancel if, after the 30-day period has expired, you agree to accept delivery or authorize commencement of performance. In addition, there are other grounds that allow you to cancel this agreement. You may also have other rights, duties and remedies at law. For more information, you may contact the Ministry of Consumer and Business Services. To cancel this agreement, you must give notice of cancellation to the supplier, at the address set out in the agreement, by any means that allows you to prove the date on which you gave notice. If no address is set out in the agreement, use any address of the supplier that is on record with the Government of Ontario or the Government of Canada or is known by you. If you cancel this agreement, the supplier has fifteen (15) days to refund any payment you have made and return to you all goods delivered under a trade-in arrangement (or refund an amount equal to the trade-in allowance). However, if you cancel this agreement after having solicited the goods or services from the supplier and having requested that delivery be made or performance be commenced within ten (10) days after the date this agreement is entered into, the supplier is entitled to reasonable compensation for the goods and services that you received before the earlier of the 11th day after the date this agreement was entered into and the date on which you gave notice of cancellation to the supplier, except goods that can be repossessed by or returned to the supplier."

**SCHEDULE "C"**



# SUMMITT ENERGY



## *What happens next?*

### ***For the next 10 days***

Take some time to review the details of your agreement, we will not contact you during this time.

### ***In 10 - 60 days***

We will call you to re-confirm your agreement. Under the Consumers Protection Act, you have 10-days after you receive a copy of the agreement to cancel the agreement without exit fees, however your agreement will not go into effect unless you re-confirm it with us over the phone.

### ***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 to ensure your program is working for you.

### ***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"), the 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 as a separate item on your utility bill. The Global Adjustment is updated by the IESO (Independent Electricity System Operator) as either a credit or charge to you that varies monthly.

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.

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.

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.

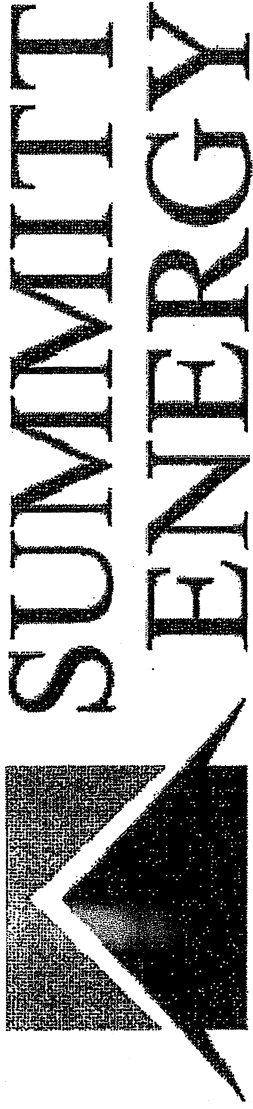
Date

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-001-062810

**SCHEDULE "D"**





## Ontario Door-to-Door Code of Conduct Training

6/30/2010

1



# Ontario Energy Board

## Code of Conduct

Your Obligations are as follows:

- Immediately and truthfully identify yourself as a sales agent of Summitt Energy.
- Display your photo ID badge on your upper torso.
- State that you are not from the utility.
- Communicate with the customer that the purpose of your visit is for an offer of a fixed price & term energy contract.
- Advise the customer of the price and term.
- Do not exert undue pressure on the consumer.
- Allow them sufficient time to read the material.
- Provide accurate, current, relevant, and truthful information regarding our product (i.e., no misleading and inconsistent information).

6/30/2010

# Ontario Energy Board Act

## Consumer Protection Reg. 200/02

### Unfair Practices Include:

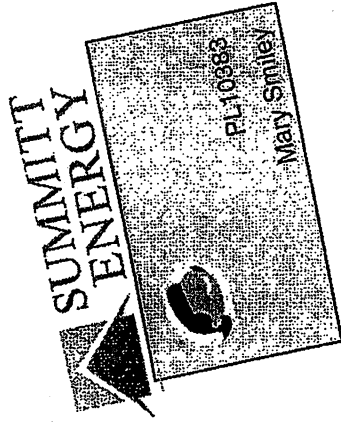
- Making any False, Misleading or Deceptive relating to:
  - Terms & Conditions of the contract: e.g., no early termination fees
  - Quality or characteristics of our product: e.g., it's green when it is not, not explaining the Blend & Extend correctly.
  - Affiliation to any other person/company: e.g., affiliate with the utility
  - Price : e.g., will receive rebates/discount, how it compares to the LDC rates, how it compares to other retailer rates.
  - Promise of savings
  - The time that the offer is available to consumers: e.g., offer is only available for limited time.
  - Consequences if they don't sign the contract: e.g., your gas/electricity will be shut-off
- Failing to disclose information about the product if it has the effect of deceiving or misleading

# Ontario Energy Board Act

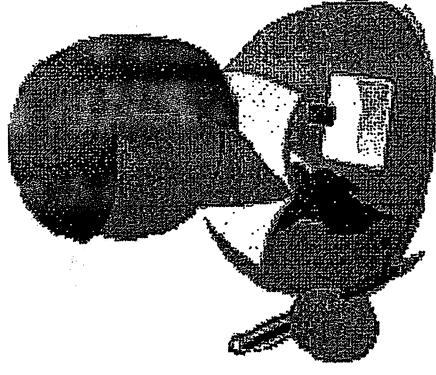
## Consumer Protection Reg. 200/02

### Unfair Practices Include:

- A contract that does not include the customer's signature: i.e., incomplete signatures are not acceptable.
- Failing to provide the consumer with a copy of the entire contract (includes terms & conditions) and any documents that are signed by the consumer.
- Failing to provide the consumer with a copy of any document that is presented to the consumer and requested by the consumer.
- Failing to provide the consumer with a business card/certificate.

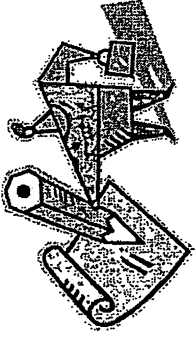


# Do's and Don'ts



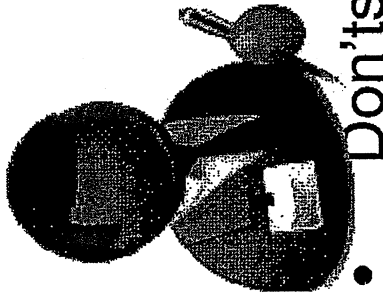
- Do's
  - You must wear at least 1 Summitt branded piece of clothing
- Make your badge visible
  - Clearly identify yourself as being from Summitt Energy - an energy marketer
  - Leave behind a business card/Certificate for all visits- has your name, Rep. No., and contact information.

# Do's and Don'ts



- Do's

1. Accurately and clearly identify yourself as being from Summitt Energy, a gas marketer.
2. Truthfully and clearly explain the program –the customer is entering into an agreement with Summitt for the supply of gas/electricity for a 5 year term.
3. Present accurate and current marketing material provided by Summitt. Cannot use unapproved material
4. Leave the customer with a **fully completed** contract, T&Cs, and business card/certificate. Your copy of the contract is to be the same as the customer's copy.
5. Ensure that pertinent information is present on the contract. For example, that the rate and term are selected.
6. The customer is to fully sign the contract.
7. Write and sign your name on the contract, with Rep. No.
8. Ensure that the Print Name on the contract is that of the person that is signing the contract.
9. Only sign up account holder and spouse/common law.
10. You can only market for one marketer at a time.
11. Business cards/Certificates must be provided to customers on all visits – regardless of whether the customer signs the contract.



# Do's and Don'ts

## • Don'ts

1. Do not say or lead the customer to believe that you are in any way affiliated with the Utility, the government, or the OEB.
2. Do not misrepresent the program- e.g. don't advise the customer that they need to sign to get gas/electricity, advise that they are signing a survey, verifying that you were at their home, or for a discount.
3. Don't sell based on rebates – our program is a price protection program NOT a Rebate program.
4. Can't sell to: gated communities, senior communities, buildings and homes with no solicitation signs, buildings where you need a card to access, military base, or buildings that state they are a gov't co-operative.
5. Don't induce customers to break existing retailer contracts.
6. Don't pressure people into signing contracts.
7. Don't be rude – always be professional.
8. Don't sign minors, elderly, and individuals on Ontario Works (these contracts will be canceled).
9. Don't provide customers with your own cell phone number. Provide Summit's customer service number.

6/30/2010

# Privacy Policy

Summitt Energy must comply with protection of privacy information legislation

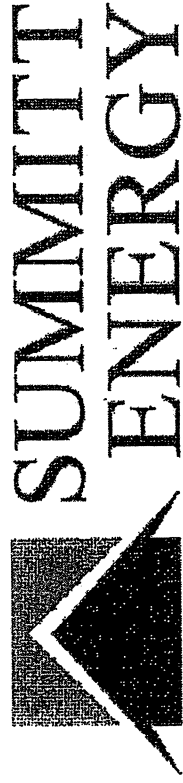
The information you collect is personal and should be treated carefully.

1. Be prepared to inform customers that we and their utility require the information for enrollment in our program.
2. The information will only be used for enrollment purposes and protected at our head office.
3. Never disclose the customer's information to anyone.
4. Do not use the information for anything other than the application.
5. Do not keep copies of customer information any longer than is necessary and use care when disposing of this information.



# Compliance Process

- To protect your opportunity to sell – we take compliance matters seriously.
- We review agents complaints weekly.
- Come from inbound calls, reaffirmation calls, OEB, and BBB.
- We provide complaint summaries, recommendations and feedback to your managers.
- When you get a compliance notice, you and your manager need to review the complaints, sign the notice and return it to head office within 7 days. If complaints continue, you will be required to attend a meeting at head office to review complaints and discuss a plan to address the complaints.
- If pattern persists, suspension, fines or termination may result.



### Hand Outs

1. The Ontario Energy Board "Code of Conduct for Gas Marketers"
2. The Ontario Energy Board "Electricity Retailers Code of Conduct"
3. Summitt Energy's new contract which includes the terms & conditions on the back.
4. Summitt Energy's "What Happens Next and Disclosure Form"
5. Summitt Energy's new brochure









**CASSELS BROCK**  
LAWYERS

July 7, 2010

**DELIVERED BY HAND AND BY EMAIL**

Ontario Energy Board  
27<sup>th</sup> 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 17<sup>th</sup>, 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'. The signature is fluid and cursive, with a large, stylized 'M' at the beginning and a long, sweeping horizontal stroke across the middle.

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?

July 7, 2010

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!

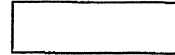
To Rep: Your confirmation # is \_\_\_\_\_

July 7, 2010

**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







July 8, 2010

DELIVERED BY HAND AND BY E MAIL

Ontario Energy Board  
27<sup>th</sup> 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  
E Mail: 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 17, 2010**

As you know, we have been asked to represent Summitt Energy Management Inc. in connection with the above-referenced matter and the companion Interim Order for Compliance, both dated June 17, 2010. In this regard, we would also refer you to the Procedural Order No. 1 of the Ontario Energy Board (the "OEB") in this matter dated June 28, 2010.

Pursuant to the above-referenced Notice of Intention and Procedural Order, our client is required to elect whether to request a Hearing, and communicate that election to the OEB by no later than July 9, 2010.

By this letter, our client requests a Hearing on a date to be set by the OEB. In accordance with the Notice of Intention and the Rules of the OEB, we are concurrently filing six (6) copies of this request by hand with the Board Secretary, and have forwarded one (1) copy by E mail to her. As a courtesy, we also forward a copy of this letter to Legal Counsel at the OEB.





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Should you have any questions or wish to discuss this matter, please feel free to contact the undersigned at your convenience. We look forward to receipt of your confirmation of this request.

Yours very truly,

A handwritten signature in dark ink, appearing to read 'Marc Mercier', is written over the typed name.

**Marc Mercier**

MRM/ewf

cc. Mary Anne Aldred, General Counsel, Ontario Energy Board  
Maureen Helt, Legal Counsel, Ontario Energy Board  
Michael Millar, Legal Counsel, Ontario Energy Board  
Chris Marijan, Regulatory Policy and Compliance, Ontario Energy Board  
Summitt Energy Management Inc.  
Stephen Selznick, Cassels Brock & Blackwell LLP