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Ontario Energy Board
P.O. Box 2319, 27th Floor
2300 Yonge Street
Toronto, Ont.
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Attn: Ms. Kirsten Walli, Board Secretary

Re: EB-2012-0435 Application by Just Energy Ontario L.P. for Licenses Amendment

I am writing to provide added perspective on the above proceeding.

Ag Energy Co-operative Ltd. (i.e. Ag Energy) is an Ontario based co-operative representing members in Ontario and serves more than 1000 customers in Ontario, Quebec and British Columbia. We are a services based co-operative that provides natural gas and electricity solutions to its members / customers. We were incorporated 24 years ago. Our beginnings served as cost-effective procurement of natural gas for greenhouses as a result of energy deregulation, as energy is typically one of the largest input costs for our membership. We have annual sales in excess of \$35 million and our primary focus is to provide cost effective energy commodities and investment opportunities to our membership. Recently, Ag Energy expanded its membership base to include agri-food, agri-tech and the agricultural industry value chain. Ag Energy's role is to "commercialize energy policy for the benefit of Ontario agriculture" while working closely with all stakeholders. Because of this distinct role as an industry advocate, Ag Energy enjoys good relations with all agricultural organizations and associations.

Ag Energy is a licensed retailer operating under Gas Marketer license EM-2009-0362 and Electricity Marketer license ER-2009-0004. Ag Energy has concerns about the application by Just Energy for amendments to its licenses and would like to make the following comments.

Ag Energy supports the Energy Consumer Protection Act (ECPA) and the provisions of the act. Included are the requirements that all contract costs must be disclosed and that Consumers are provided with greater transparency by requiring that

- Contracts and contract renewals must come with a Board-approved price comparison sheet that shows the contract price being offered and the price currently charged by the utility;
- Contracts and contract renewals must come with a plain language disclosure statement approved by the Board.

If there is a need to modify the Code of Conduct, the Code should be modified for all marketers and retailers alike and not on an ad hoc basis for individual retailers who may wish to have amendments made to suit their current marketing campaigns. The Board, the Ministry of Energy and other areas of government or regulatory bodies should have confidence that all retailers are operating under the same rules and conditions. Further, the general public, especially ECPA customers, should have the great confidence that retailers are operating under the same rules and conditions. When considering a

potential retailer, customers should not have to investigate and understand the different rules that might apply to that specific retailer.

If a modification to the Code is warranted, it should be proposed and all retailers and relevant industry groups should have the opportunity to provide comment. When changes are made, all retailers should be subject to the changes mandated by the Board.

With respect to the amendments proposed by Just Energy, we have the following comments: There should be a level playing field with all marketers and retailers with the same rules for all programming content. As such, exemptions should not be provided to any one retailer.

In this case, we do not think it is appropriate to allow the exemptions requested. As we understand the request, the exemptions are proposed essentially to allow for the removal in the scripts of the wording that customers "... should be aware that energy cost savings are not guaranteed." We believe it is important that customers continue to be given and understand this message.

Savings, by definition, are a reduction or lessening of an expenditure or outlay. A guarantee, by definition, is the assurance of a particular outcome. Therefore, in this context, guaranteed savings are the assurance of a reduction in the cost or outlay for natural gas expenditures.

The premise that a contract offer will "guarantee consumers cost savings under certain conditions" means that by definition, savings are not guaranteed as those certain conditions may not be met. As such, the requirement to include the disclaimer that savings are not guaranteed should be maintained.

From a consumer/end user perspective, Ag Energy fully supports the ECPA and all it stands for in terms of transparency, simplicity and a level playing field for comparison. The "price comparison sheets" are an important aspect of this transparent comparison process. It is critical to continue to require that unit rates and total monthly costs for each component of the customer bill be included in the price comparison sheet. This will ensure that the consumer is protected, educated and informed in a consistent manner that can be compared uniformly across all, thereby supporting the true essence of the ECPA.

In closing, we reiterate that there should be one code that applies to all licensed retailers. If amendments are required, they should be proposed for industry comment and then if approved, apply to all.

Please note the following contact information for Ag Energy Co-operative Ltd.

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Sincerest thanks for your future consideration and attention in this matter. Please contact me with any questions.

Yours truly,



Rose Marie Gage
Ag Energy Co-operative Ltd.