

Nicholas Ross

[REDACTED]

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[REDACTED]

May 23rd, 2013

RE: EB-2013-0037

RE: EB-2013-0038

Notice of Applications and Written Hearing

Summitt Energy Management Inc. on behalf of Summitt Energy LP

Applications for Electricity Retailer and Gas Marketer Licence

I am writing to *object* to Summitt's applications for Electricity Retailer and Gas Marketer licenses.

I feel they should be denied because:

1. Their marketing practices have led to numerous complaints to the following:
 - 1.1. Ellen Roseman, the consumer columnist at the Toronto Star As Summit has ventured into other areas (water heater rentals) they've generated complaints about unscrupulous practices, demonstrating they are still a 'bad player' (see Appendix A)
 - 1.2. Global News As recently as April 5th, 2013 Global News was reporting on their ongoing unethical practices (<http://globalnews.ca/news/459252/energy-resellers-allegedly-posing-as-toronto-hydro-focus-of-complaints>) (See Appendix B)
 - 1.3. The Better Business Bureau (they are not BBB accredited, they receive an 'F' rating, they have received 130 complaints, they have posted an Alert on their page regarding this business, and their webpage states *'The BBB files indicate that there is a pattern of complaints for this business. Consumers have advised our office that the company's door-to-door sales representatives use high pressure and deceptive sales practices. It is alleged they misrepresent themselves (as being from a different carrier) and provide false information in order to get*

consumers to sign a contract with Summit.' (See Appendix C for full Better Business Bureau entry for Summitt Energy)

1.4. The Ontario Energy Board

1.4.1. The number of complaints against Summitt Energy per 1,000 contracts was extremely high in 2010 and 2011. Although the rate appeared to decline in 2012, they are still worse than other retailers (please see Appendix D for data retrieved from the OEB's website). This is true for both electricity and gas.

1.4.2. The OEB levied fines against Summitt for their marketing practices (please see Appendix E)

2. The rates charged by Summitt for gas vastly exceed those charged by Enbridge, and their rates for electricity vastly exceed those for PowerStream. Prior to rule changes effected by the OEB, Summitt mislead customers into agreeing to exorbitant prices by not providing a fair basis for comparison. To this day, customers that have signed into those expensive contracts are still stuck. Further, Summitt has skimmed even more from their customers by exploiting the automatic one year renewal clause in their contracts. (See Appendix F for a comparison of Summitt's gas rates and cost compared to Enbridge and Appendix G for a comparison of Summitt's electricity rates compared to PowerStream).
3. Summit's marketing continues to be either misleading. Their advertising emphasizes states that *'Natural gas prices are at 10 year lows – now is the time to enroll!'* the clear implication being that if you enroll with Summitt you are going to benefit from those low prices. However, the reality is that if one signs with Summitt you forego those low prices and pay at least twice the current prices you'd pay to Enbridge or Union. (See Appendix H)

Appendix A – Ellen Roseman’s Column in The Toronto Star

Roseman: Direct energy seller still up to old tricks

By: [Ellen Roseman](#) On Your Side, Published on Sat Feb 06 2010

I get more complaints about Summitt than about other energy sellers. This year alone, I've received 22 new complaints, or one almost every weekday.

Bruno Beaufils came to Canada from France a few months ago. He rents an apartment in downtown Toronto while working at a temporary job.

Last October, a Summitt Energy representative came to his door and said he was working with Toronto Hydro.

"He told me the whole building was signing contracts today, something we had to do to make sure we would have the right price for electricity. He made it sound like it was a standard procedure," Beaufils says.

During that visit, he agreed to sign two contracts. One was a five-year plan for electricity and one was a five-year "evergreen program" to reduce greenhouse gases, which would cost him \$12.99 a month.

Though he tried to cancel last month, he waited too long. Now he has to pay \$997.10 in penalties to get out of his electricity contract and \$791.09 for his evergreen contract – even before he has received any bills from Summitt Energy.

He doesn't speak English well, nor does he know that energy deals are sold door to door by people who will say anything to get a signature.

This case bothered me for a number of reasons:

I get more complaints about Summitt than about other energy sellers. This year alone, I've received 22 new complaints, or one almost every weekday.

Many Summitt prospects think they're dealing with their local utility. They don't realize they're being asked to get their gas and electricity supply at a higher rate.

When dealing with complaints about misrepresentation, Summitt says customers have to read their contracts and cancel right away. If they wait too long, they're out of luck.

In other Summitt cases I've handled, I've had some success.

Jasper Chou: New to Ontario, he was visited by a Summitt agent within a week of moving into his new home. He didn't get a contract, just a brochure, and didn't know he was locked in until the first bills arrived. Summitt agreed to write off penalties of \$2,123 to cancel his gas and electricity contracts.

Sam Agu: He found out Summitt was his supplier after complaining to his utility about high gas bills. When he checked the contract, he insisted that the signature wasn't his. Summitt failed to respond to his lawyer and sent a collection agency after him for \$1,250. It later cancelled without penalty.

Nariman Askari: He rented an apartment with friends, but paid for all the utility bills. His roommate signed for electricity and the evergreen program, but didn't tell him until the high bills tipped him off. Summitt agreed to cancel both contracts without a penalty.

January Lumagbas: The first-time homeowner had a visit from Summitt after moving in. She agreed to a water heater rental, but cancelled without penalty since she already owned one. Only with the Star's help did she avoid paying a \$1,106 fee to cancel the gas.

Gaetana Girardi, compliance director, usually agrees to help when there's evidence of wrongdoing. But she dug in her heels with Beaufile, pointing out that he said yes when the company called to reaffirm both deals.

I listened to the reaffirmation calls and felt they skimmed on information. Nothing was said about the fact that, if he said yes, he would be stuck paying almost \$2,000 to get out.

Twice I tried to get him released without charge and twice I failed. But Friday, Girardi agreed to release him if he can provide proof of being new to Canada. This is better than her earlier demand for proof of income, which he refused to provide.

Ontario Energy Board fined Summitt last year, but its conduct hasn't changed. Ontario needs to protect newcomers, renters and first-time homeowners from deceptive energy sales at the door.

Door to door energy sellers can mislead you

Published on Fri May 25 2012

There's someone at your door, clipboard in hand, wanting to inspect your water heater or furnace to see if it's safe and energy efficient.

There's someone at your door, clipboard in hand, wanting to inspect your water heater or furnace to see if it's safe and energy efficient.

Do you let the person into your home? Or do you ask for identification and call the employer to double check?

My advice: Don't open your basement to people who want to inspect your appliances without finding out which company they represent.

The door knockers, who spread like weeds in warm weather, often suggest they work for a local utility. Most are independent salespeople, paid by commission to replace your water heater or furnace and get you to sign a long-term rental contract (usually 10 to 15 years).

On May 24, Toronto Police laid seven charges of attempted fraud against two men who had approached homes claiming to work for Enbridge Gas.

“They advised the homeowners that there was a problem with their water heater or furnace and coerced them into replacing the appliance and to sign a contract with MorEnergy,” said a news release.

“On at least one occasion, a confrontation ensued and two victims were assaulted... Police believe there are more victims.”

The Ontario consumer services ministry received almost 4,000 inquiries and complaints about water heater rentals from Jan. 1, 2011, until now.

The ministry’s Consumer Beware list contains complaints about several water heater rental firms, such as MorEnergy, Ensourced, LivClean, Ontario Energy Group, Tank Busters and Tankless City.

As the Star’s consumer advocate, I often hear about misleading energy sales at the door. Active Energy agents, for example, promised to help reduce some people’s gas bills and put through extra charges instead.

Po-Ling Chiu: “Two people came to my door, claiming they were from Enbridge, with IDs, badges and logos. They said they’d call Enbridge to get me a refund. A month later, I found two new Active Energy charges, a whopping \$44.98 plus tax, for a carbon offset plan and cooling maintenance plan.”

Gloria Natividad: “An agent came to my door and said my Enbridge bill would go down \$18.70 a month. I later found I was paying \$44.98 for a carbon offset and heating maintenance plan. I’m on maternity leave and can’t afford a \$500 cancellation fee to get out of the contract.”

Honglei Meng: “My friend Jan, an immigrant from China, had an agent come to her door, claiming he was from Enbridge and could cut her bill. She had to pay \$52.98 in extra charges for a carbon offset and total home plan – or pay \$540 to cancel her five-year contract.”

Active Energy reviewed the half dozen complaints I sent about these add-on charges and cancelled them without a penalty.

So, what is a carbon offset plan? Door to door sellers tell you it pays for green energy. But instead of paying for your own green energy, you’re contributing to a company’s pet projects and getting nothing in return.

Maria Torres had a run-in with Summitt Energy, whose agent came to her door and persuaded her to replace her hot water tank.

She cancelled during the 10-day cooling off period, but didn’t mention cancelling the carbon offset and home protection plans that were added to the contract, said Summitt’s compliance head, Tamara Sinson.

After reviewing the phone recordings at my request, Sinson agreed to cancel only the carbon offset program as a customer service gesture, but not the home protection plan.

If you don’t like dealing with door to door sellers, post a sign outside. (Hand writing works best.) If they ring your bell, don’t listen to their sales pitch – and never sign up right away.

Check the paperwork and ask questions to avoid any nasty surprises that may be lurking there.

Appendix B – Global New Report on Summitt Energy

CONSUMER

April 5, 2013 5:07 pm

Energy resellers allegedly posing as Toronto Hydro spark complaints

By James Armstrong and Mark Carcasole Global News

Like 4 4 g+ Plus 1 Share



A company that specializes in reselling energy is the subject of some complaints at a Toronto apartment building. Michael Bodmann / Getty Images

TORONTO – A number of tenants and building managers at a Toronto apartment building are complaining about agents from a Mississauga-based hydro reseller company called Summitt Energy.

A resident of Brentwood Towers near Yonge Street and Davisville Avenue tells Global News that agents from Summitt Energy buzzed every unit in the building claiming they were from Toronto Hydro and trying to get access to the building.

“They wanted to come in and talk to everybody because there had been some complaints about their service,” Jean-Francois Page, a resident of the building said.

However, Toronto Hydro agents are not supposed to go door-to-door.

"The key thing is Toronto Hydro does not go door-to-door, neither does the Ontario Energy board," Tanya Bruckmueller of Toronto Hydro said.

Summitt Energy is a hydro reseller that buys power from the grid and tries to resell it to consumers.

To resell the power, some residents in the Toronto apartment claim the agents use seemingly aggressive tactics.

"They're very aggressive, they're very pushy about it," Page said.

While Page has not formally complained about Summitt Energy, he says he is prepared to if unfair practices continue.

The recent accusations against Summitt Energy are not the first about the energy reseller.

Since Summitt Energy came into operation in 2006, the Better Business Bureau has had several complaints about the energy reseller.

The bureau gives the [company](#) an "F" grade on its website.

One resident of Brentwood Towers, Barry Schacter, told Global News that a contract with Summitt Energy ended up costing him hundreds of dollars in extra fees.

"Over the year, it's cost me over \$600 more being on a contract with Summitt than it was," Schacter said.

Schachter says he paid a \$400 cancellation fee to get out of the contract because of a myriad of hidden fees.

The Ontario Energy Board polices Summitt Energy and has fined the company three times since 2009.

ADVERTISEMENT

In June 2010, the company was penalized \$234,000 plus legal costs because of unfair practices by sales agents.

In June 2012, the company agreed to pay \$10,000 in a settlement on another set of non-compliance infractions including agents misrepresenting themselves.

Summitt Energy could not be reached to comment on their dealings with the Ontario Energy Board.

Global News had scheduled two different interviews Friday to speak with Summitt Energy. Minutes before the second scheduled interview, the company said in an e-mail that they had launched an investigation into the accusations.

"As a result of your inquiry...we are conducting an investigation into this matter. At this time the investigation is incomplete and as a result we have no comment," the statement reads.

A representative of Summitt Energy said the agents at Brentwood Towers who sparked the complaints were sub-contractors of the company.

The Ontario Energy Board tells Global News that no recent complaints have been received about Summitt Energy.

Appendix C – Better Business Bureau’s Entry on Summitt Energy

Summitt Energy LP Business Review in Mississauga, ON - Mid-Western & Central Ontari... <http://www.bbb.org/kitchener/business-reviews/natural-gas-companies/summitt-ener...>



Better Business Bureau®

In Mid-Western and Central Ontario

BBB BUSINESS REVIEW

What is a BBB Business Review?

THIS BUSINESS IS NOT BBB ACCREDITED

Summitt Energy LP

Phone: (877) 222-9520

Fax: (905) 366-7011
[View Additional Phone Numbers](#)
608 - 100 Milverton Drive, Mississauga, ON L5R 4H1
<http://www.summitt.ca>
[View Additional Web Addresses](#)

! There is an alert for this business !



On a scale of A+ to F
Reason for Rating
[BBB Ratings System Overview](#)

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BBB Accreditation

Summitt Energy LP is not BBB Accredited.

Businesses are under no obligation to seek BBB accreditation, and some businesses are not accredited because they have not sought BBB accreditation.

To be accredited by BBB, a business must apply for accreditation and BBB must determine that the business meets BBB accreditation

1 of 4

22/05/2013 4:39 PM

Summitt Energy LP Business Review in Mississauga, ON - Mid-Western & Central Ontari... <http://www.bbb.org/kitchener/business-reviews/natural-gas-companies/summitt-ener...>

standards, which include a commitment to make a good faith effort to resolve any consumer complaints. BBB Accredited Businesses must pay a fee for accreditation review/monitoring and for support of BBB services to the public.

Reason for Rating

BBB rating is based on 16 factors. Get the details about the factors considered.

Factors that *lowered* Summitt Energy LP's rating include:

15 complaints filed against business that were not resolved.
Government action(s) against business.

Customer Complaints Summary

130 complaints closed with BBB in last 3 years | 37 closed in last 12 months

Complaint Type	Total Closed Complaints
Advertising / Sales Issues	52
Billing / Collection Issues	23
Problems with Product / Service	55
Delivery Issues	0
Guarantee / Warranty Issues	0
Total Closed Complaints	130

Additional Complaint Information

The BBB files indicate that there is a pattern of complaints for this business. Consumers have advised our office that the company's door-to-door sales representatives use high pressure and deceptive sales practices. It is alleged they misrepresent themselves (as being from a different carrier) and provide false information in order to get consumers to sign a contract with Summitt.

Government Actions

The following describes a government action that has been resolved by either a settlement or a decision by a court or administrative agency. If the matter is being appealed, it will be noted below.

On November 18, 2010 the Ontario Energy Board ("Board") issued an administrative penalty and costs totaling up to \$299,000 against

2 of 4

22/05/2013 4:39 PM

Summitt Energy Management ("Summitt") related to sales agent activities that contravened the Ontario Energy Board Act, 1998.

The case against Summitt involved allegations that five of its sales agents had engaged in unfair practices while signing customers on to energy contracts.

A Panel of the Board ruled on the case following an extensive hearing and determined that Summitt and its sales agents contravened the requirements of the applicable legislation, regulation and Codes of Conduct.

An administrative penalty of \$234,000 is intended to address the contraventions and is in accordance with Ontario Regulation 331/03, which sets out the criteria for determining the amount of the penalty set by the Board. The Board also ordered Summitt to procure an independent review and audit of the revised sales practices of its retail salespersons and ordered Summitt to file the result of the review and audit with the Board by January 15, 2011.

The Board's ruling is available at www.oeb.gov.on.ca.

The following describes a government action that has been resolved by either a settlement or a decision by a court or administrative agency. If the matter is being appealed, it will be noted below.

On August 25, 2011, the Ontario Energy Board issued a written notice to Summitt Energy that it intends to make enforcement orders related to allegations of non-compliance with the Energy Consumer Protection Act, 2010.

Examples of alleged infractions included:

- omitting prescribed contract requirements;
- sales agents not clearly identifying themselves to consumers; as well as
- failing to train sales agents properly.

The company had 15 days to request a hearing or provide the Board with an assurance of voluntary compliance.

On September 7, 2011 Summitt Energy requested a hearing.

The Ontario Energy Board and Summitt Energy reached a settlement agreement on May 29, 2012. Summitt Energy admitted to several breaches and committed to ensuring these will be rectified. Summitt has also agreed to pay an administrative penalty in the amount of \$10,000.00 to the Board.

Documents relating to this case can be found at the following link:

<http://www.ontarioenergyboard.ca/OEB/Industry/Rules+and+Requirements/Compliance+and+Enforcement/Enforcement+Proceedings>

What government actions does BBB report on?

Advertising Review

BBB has nothing to report concerning Summitt Energy LP's advertising at this time.

What is BBB Advertising Review?

3 of 4

22/05/2013 4:39 PM

Additional Information

Please do not confuse this company with Summitt Energy located in Louisville, Kentucky.

BBB file opened: 20/10/2006
Business started: 20/03/2006

Type of Entity

Partnership

Contact Information

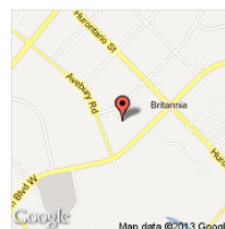
Principal: Mr. Gerry Haggarty (President)
Ms Justine Cruz (Specialist)
Ms Tamara Sinson (Senior Officer)

Business Category

Natural Gas Companies

Alternate Business Names

Summitt Home Services LP



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In Mid-Western and Central Ontario

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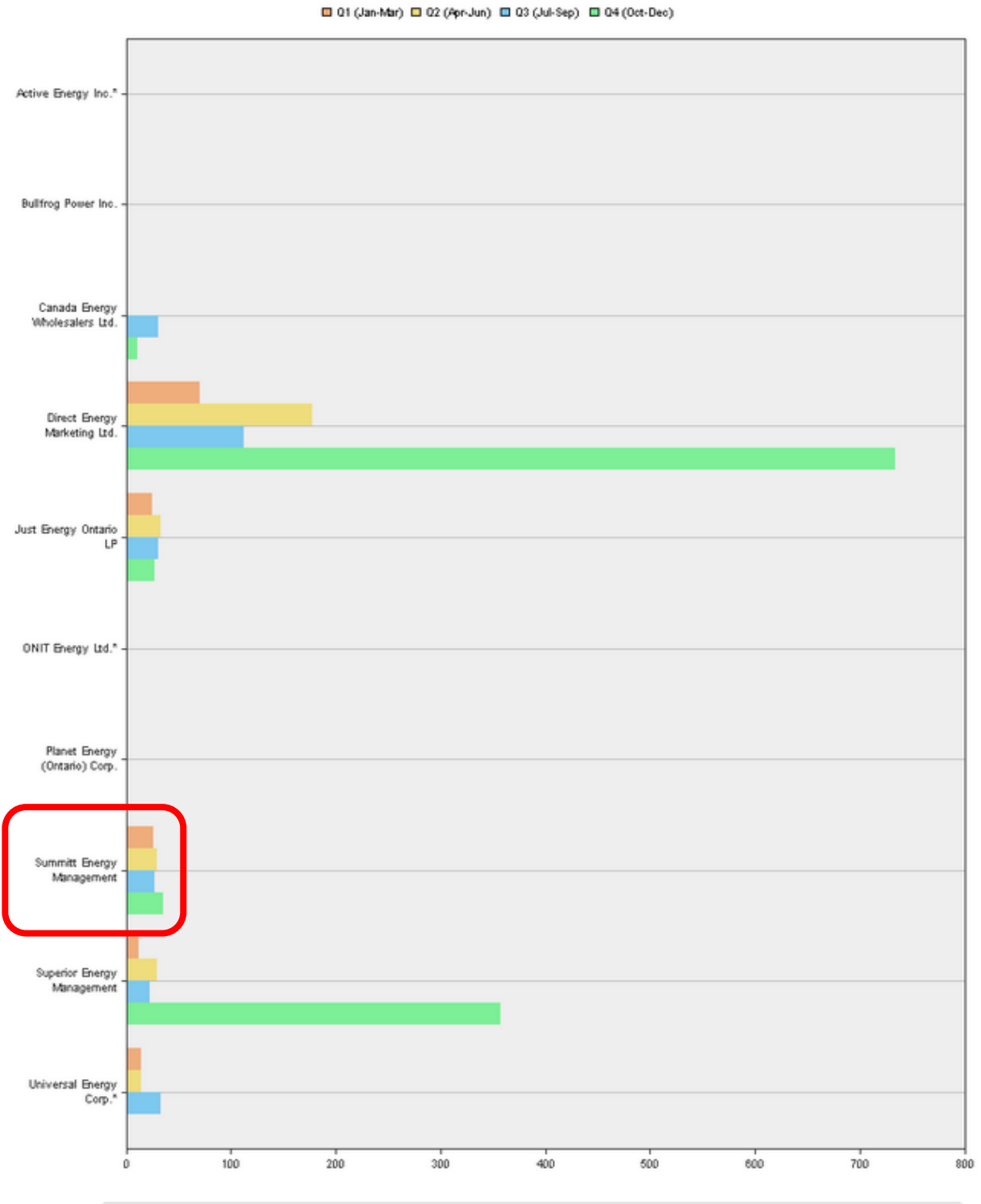
22/05/2013 4:39 PM

Appendix D – Rate of Complaints Received by OEB

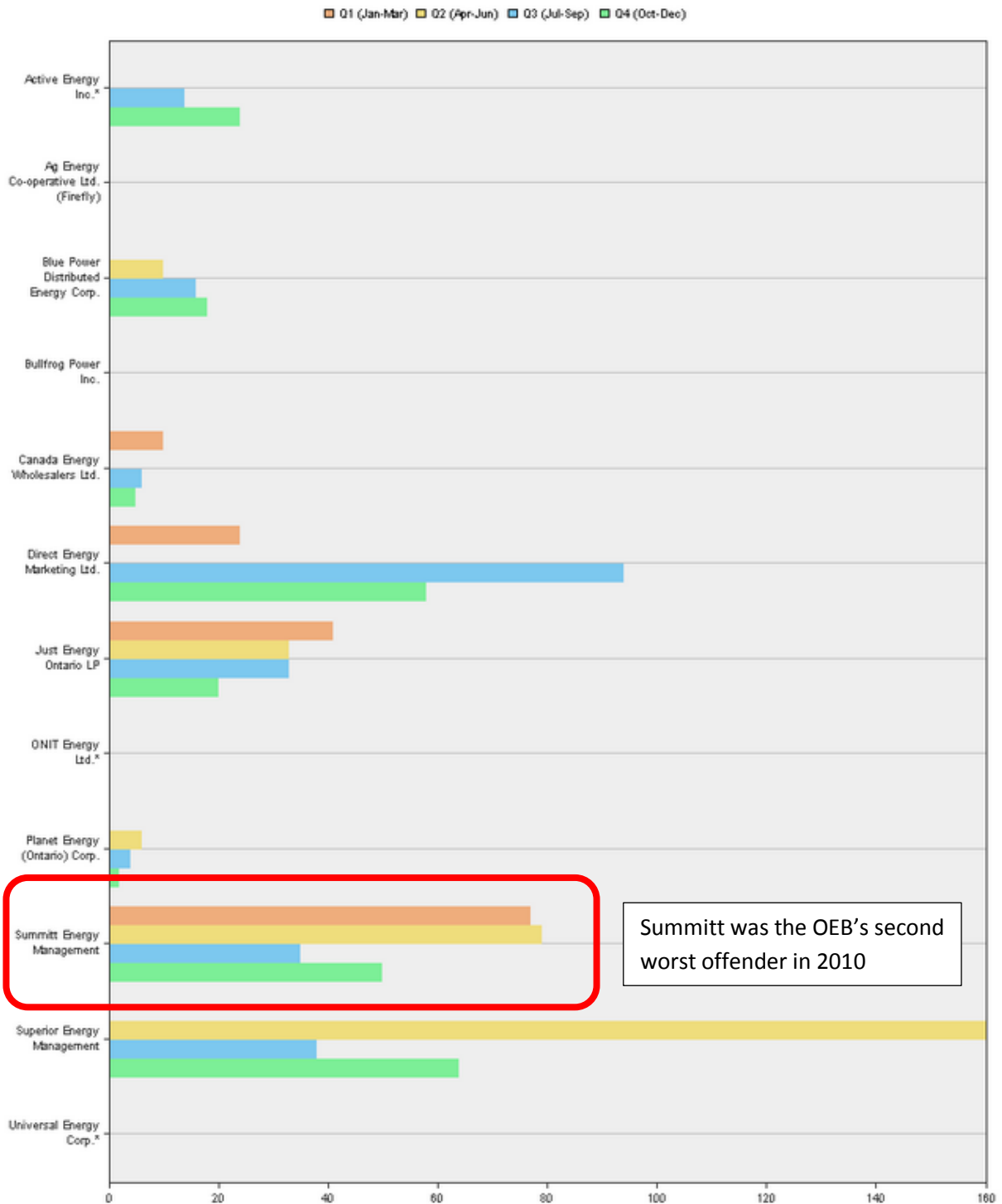
'The charts below show complaints against suppliers broken out by energy sector and company based on the number of complaints received **per 1,000 contracts entered into and renewed in the period**. Information on enrolments and renewals used for this purpose are reported by the suppliers and may not have been independently reviewed or audited by the OEB. If the OEB received complaints against a supplier but the supplier did not enter into or renew any contracts during the reporting period, a notation will be shown below the chart with the actual number of consumer complaints received in the period.'

Electricity

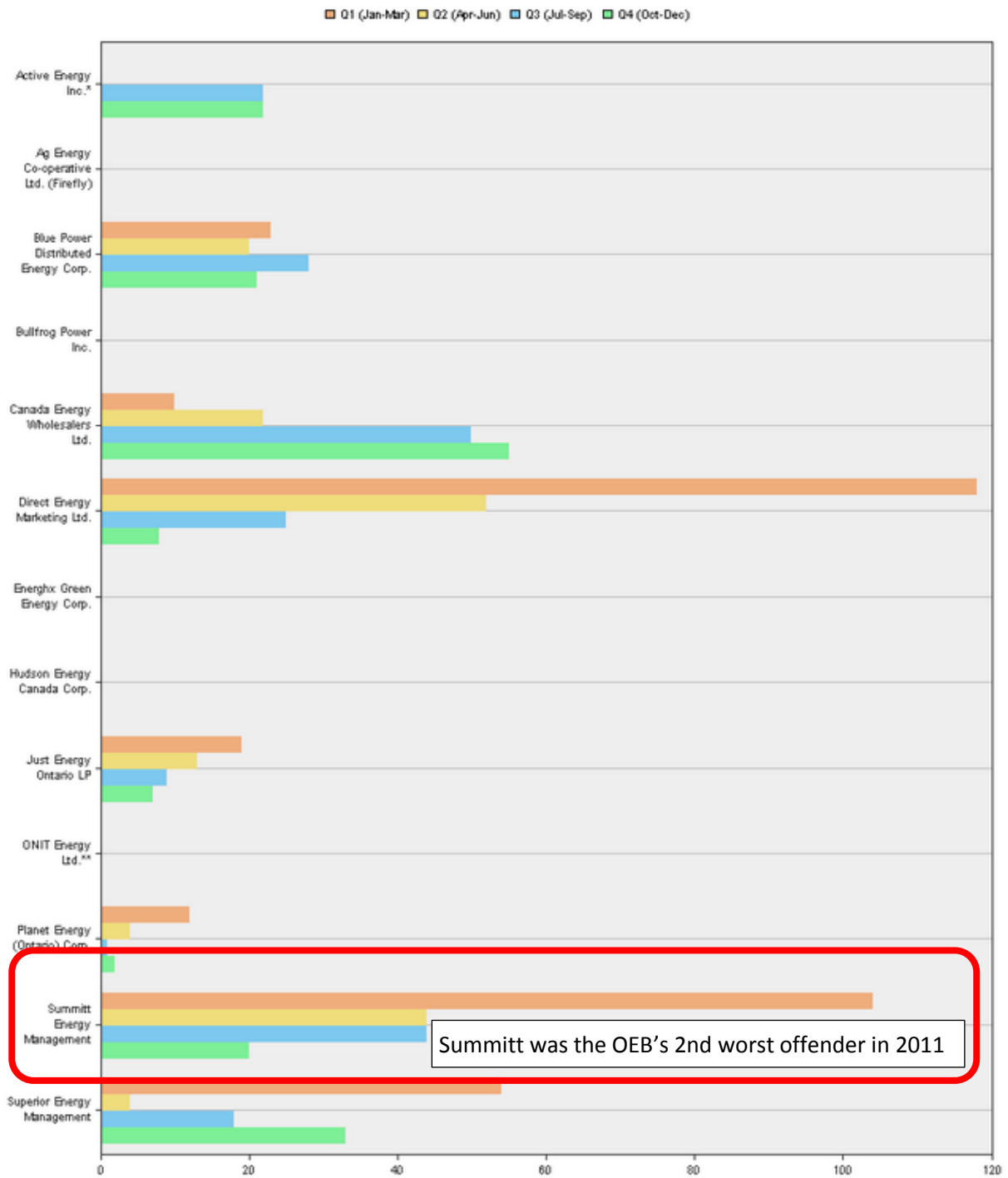
ELECTRICITY (Jan-Dec 2009)



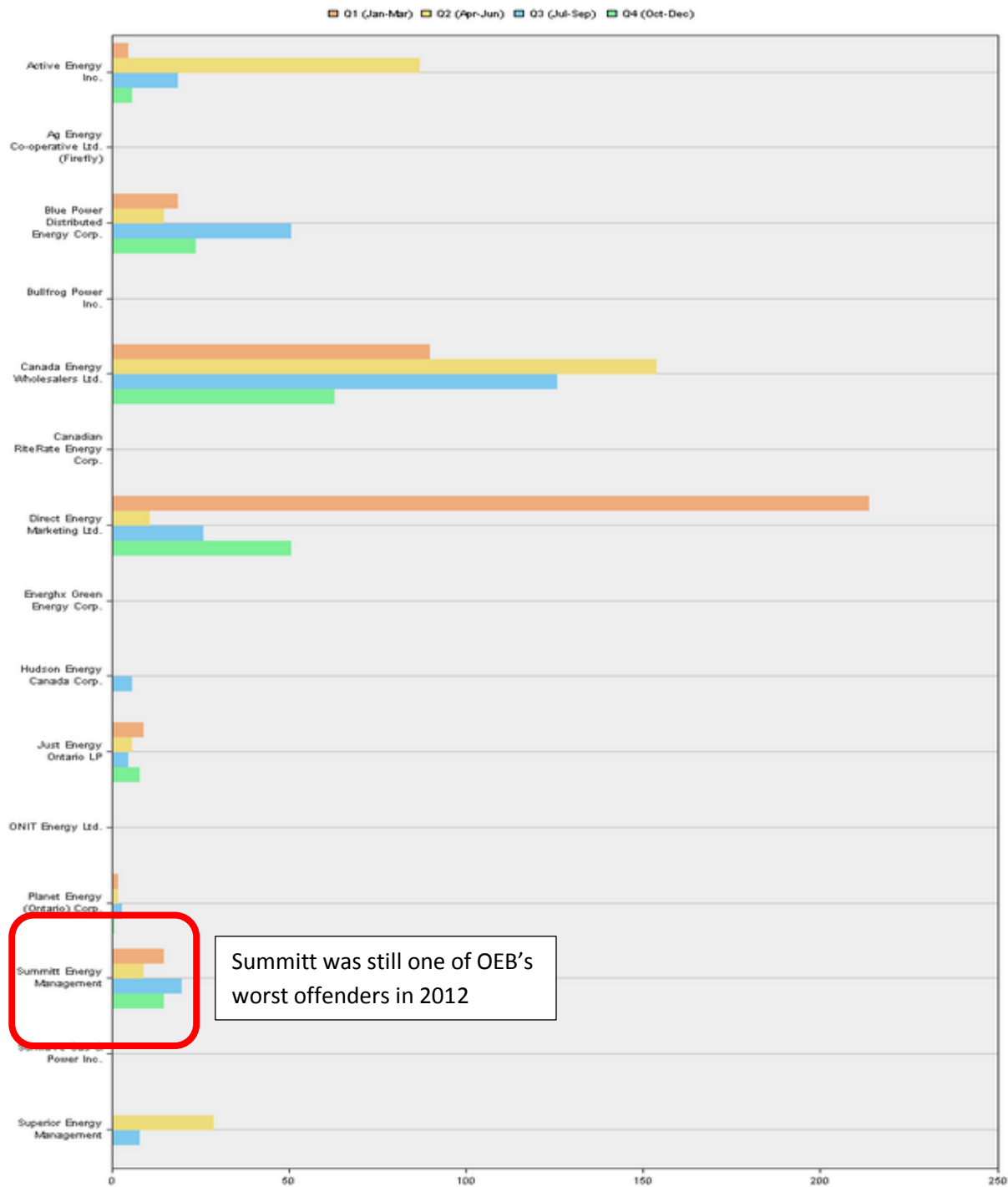
ELECTRICITY (Jan-Dec 2010)



ELECTRICITY (Jan-Dec 2011)

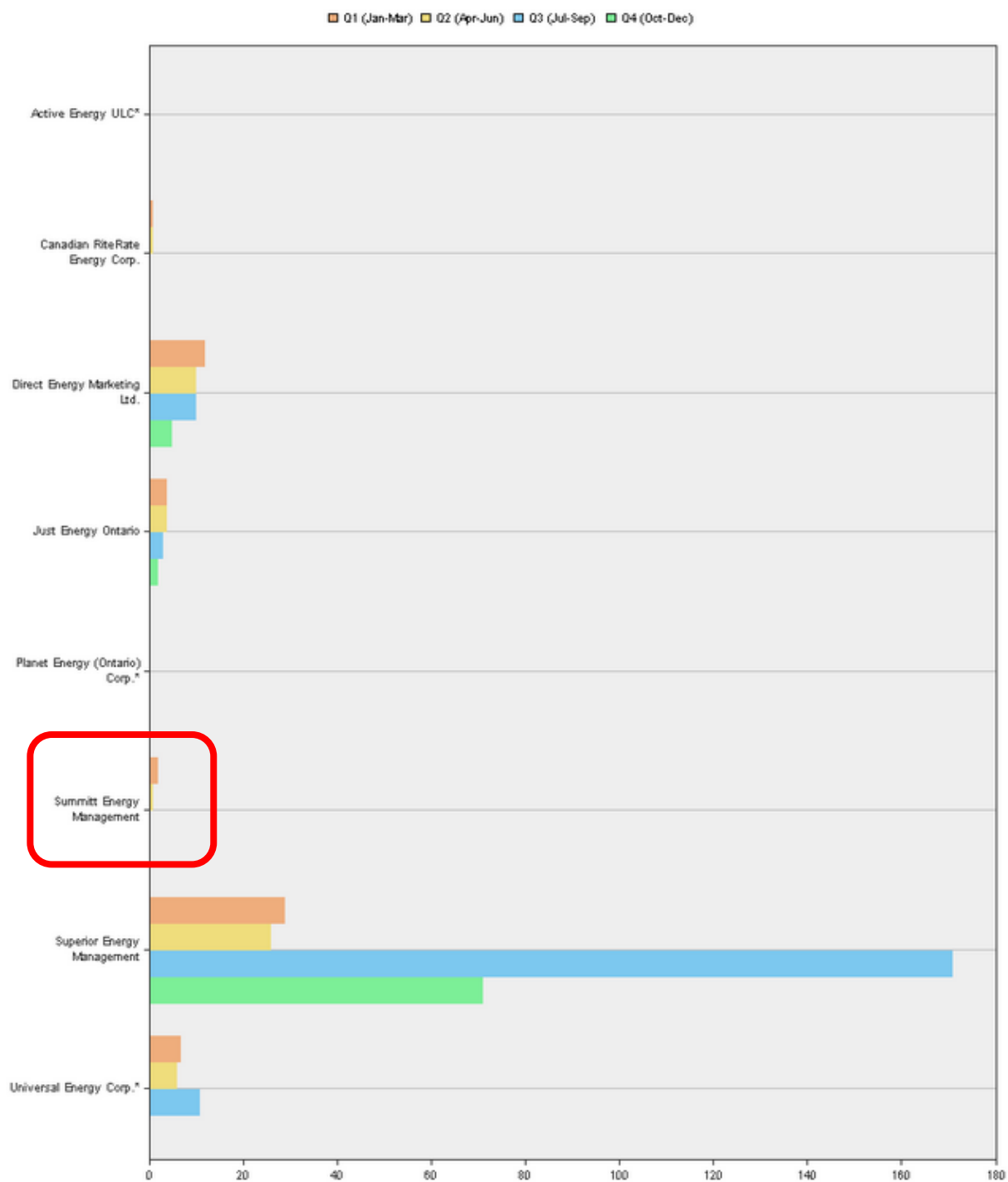


ELECTRICITY (Jan-Dec 2012)

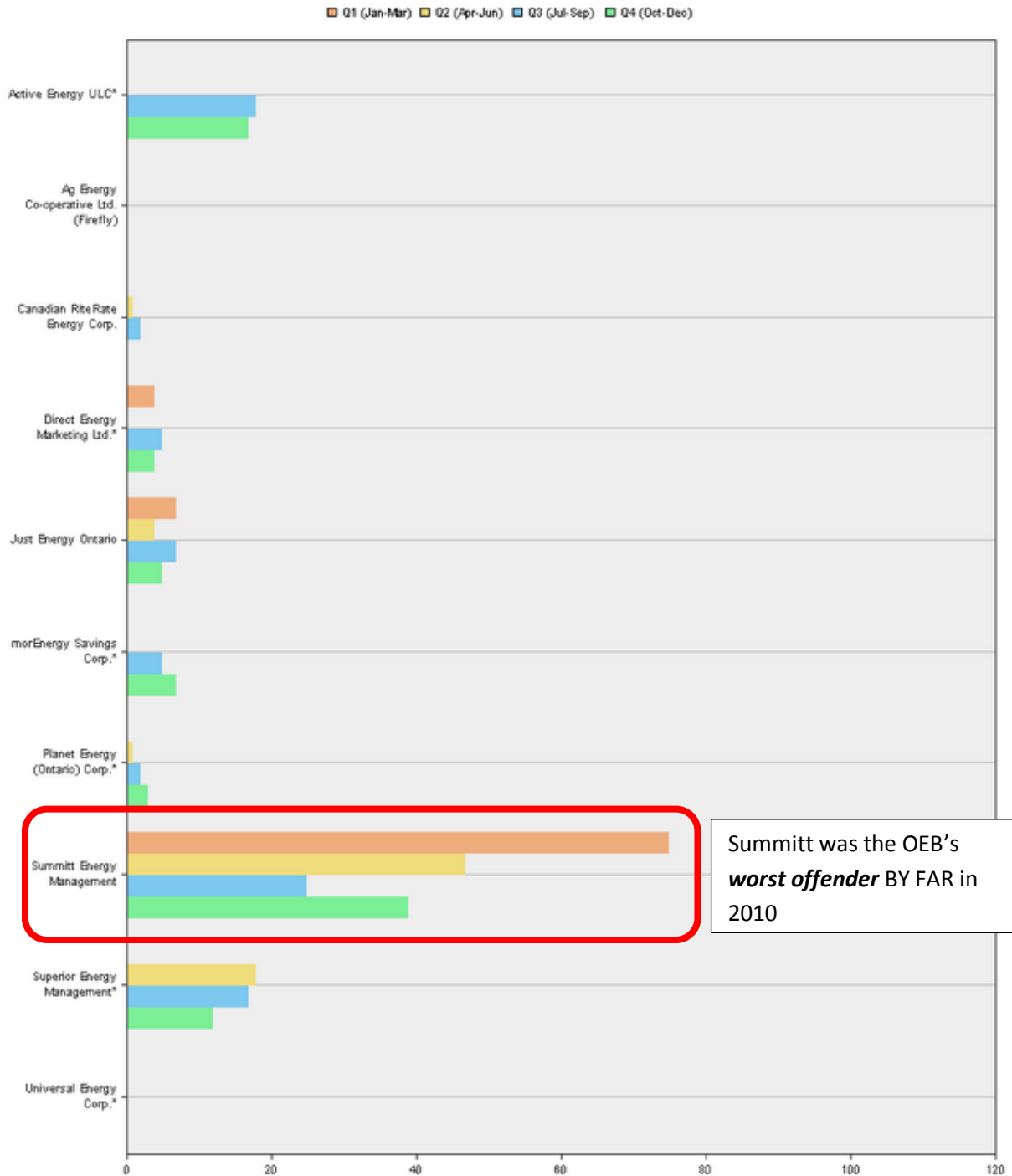


Natural Gas

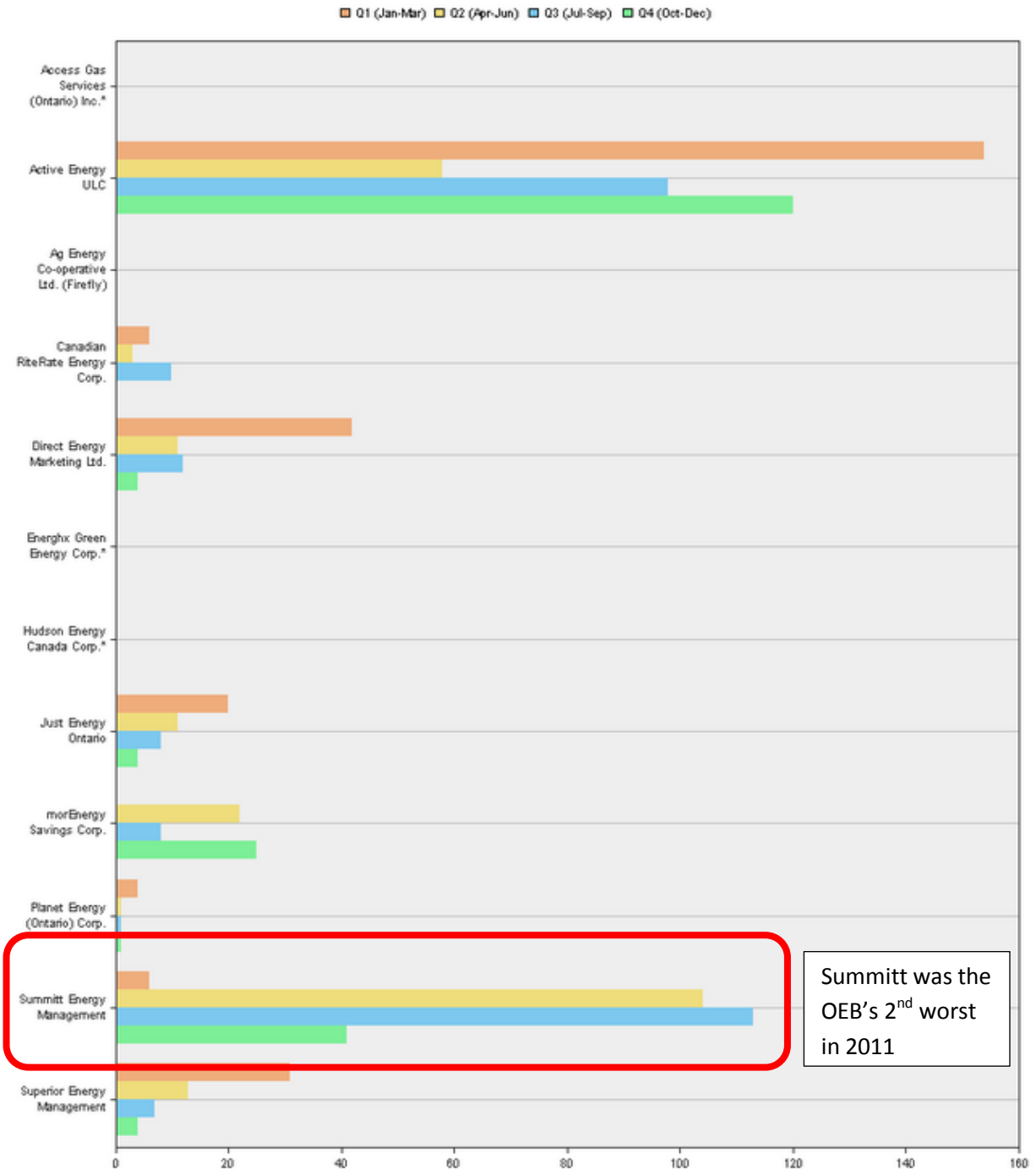
NATURAL GAS (Jan-Dec 2009)



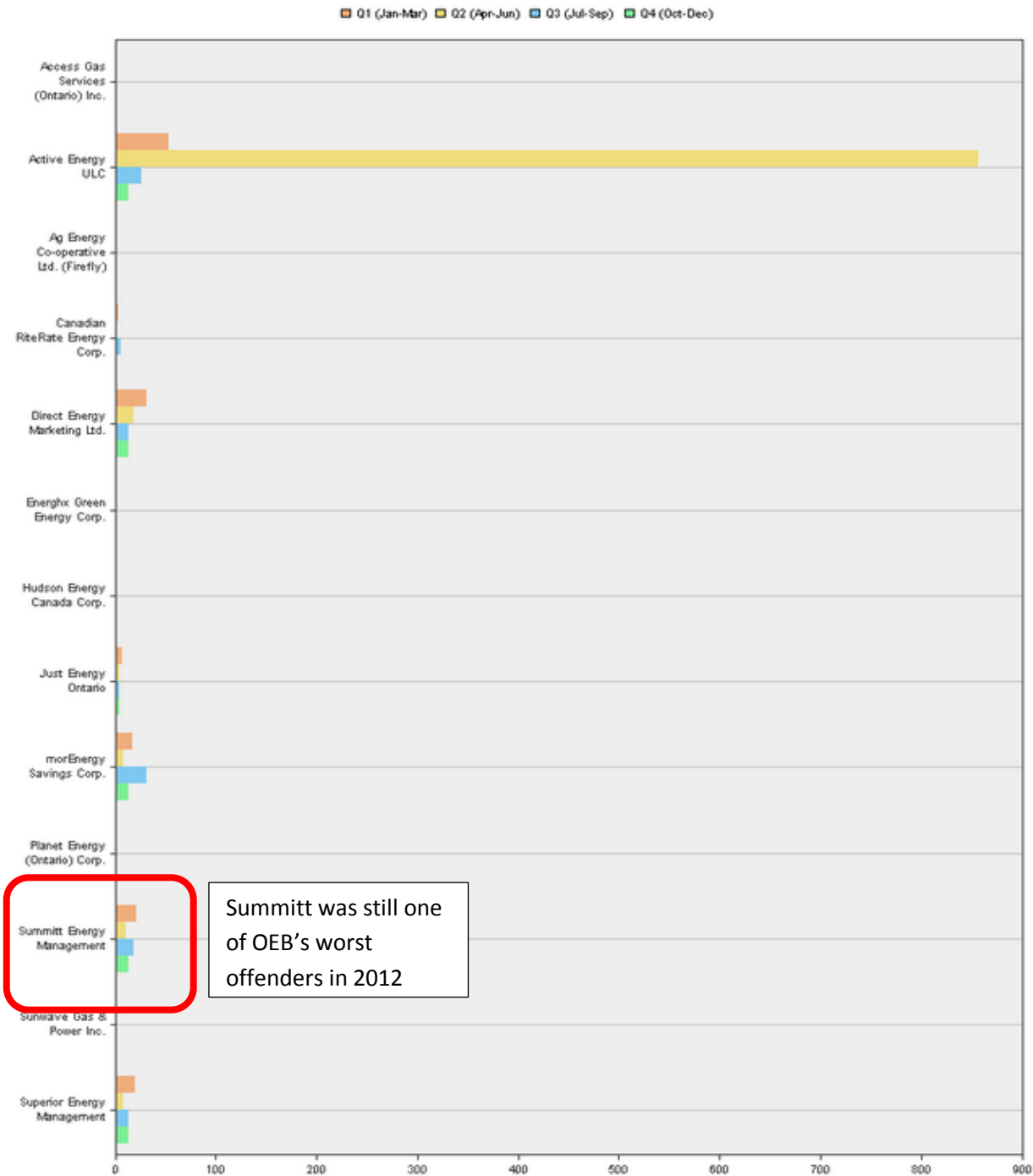
NATURAL GAS (Jan-Dec 2010)



NATURAL GAS (Jan-Dec 2011)



NATURAL GAS (Jan-Dec 2012)



Summitt was still one of OEB's worst offenders in 2012

Appendix E – OEB fine levied against Summitt

Ontario Energy
Board

Commission de l'énergie
de l'Ontario



EB-2011-0316

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 and an Administrative Penalty
against Summitt Energy Management Inc., Licence
Numbers ER-2010-0368 and GM-2010-0369.

BEFORE: Ken Quesnelle
Presiding Member

Cathy Spoel
Member

DECISION AND ORDER

June 14, 2012

Background

The Ontario Energy Board (the "Board"), on its own motion under section 112.2 of the *Ontario Energy Board Act, 1998* (the "Act"), issued a Notice of Intention (Notice) stating that it intends to make an Order under sections 112.3 and 112.5 of the Act requiring Summitt Energy Management Inc. ("Summitt") to comply with a number of enforceable provisions as defined in section 112.1 of the Act and to pay an administrative penalty in the amount of \$15,000 for breaches of enforceable provisions. By way of letter dated September 7, 2011, Summitt, in accordance with the opportunity provided in the Notice, requested that the Board hold a hearing on this matter. The Board therefore held a hearing into this matter. The parties to this proceeding are Summitt and the staff members of the Board (assisted by external counsel) assigned to bring forward this matter ("Compliance").

The Board issued Procedural Order No. 1 on November 22, 2011, which established December 22nd as a provisional date for the hearing of any motions pertaining to the hearing, as well as the schedule for filings pertaining to potential motions.

Summitt filed a Notice of Motion on December 15th, 2011. The Motion sought various orders of the Board with respect to, among other things, the confidential treatment of certain information, requirements of the compliance staff to disclose certain information, a requirement for certain witness statements or summaries of anticipated oral evidence, contact information of intended witnesses, information pertaining to intended expert witnesses, the establishment of an interrogatory process, and the fixing of a hearing schedule according to a proposed timetable.

The motion was argued before the Board on December 22, 2011. Compliance agreed at the hearing to provide much of the information Summitt was requesting. The Board established January 13, 2012 as the date for the production of the "agreed to" information. Several issues, however, remained contested. The Board issued a Decision and Order and Procedural Order No. 3 regarding these outstanding issues.

On March 20, 2012, the Board heard a motion to amend the Notice brought by Compliance, and a cross motion brought by Summitt for a determination of the proper statutory interpretation of sub-sections 17 and 18 of Section 7(1) of Ontario Regulation 389/10 under the *Energy Consumer Protection Act, 2010*. The Board issued its decision on these motions on April 2, 2012.

On April 30, 2012, Summitt filed a letter with the Board requesting that the proceeding be treated as suspended since the parties were engaged in discussions concerning the settlement of the allegations.

On May 30, 2012, Compliance submitted an executed Settlement Agreement between Compliance and Summitt for the Board's approval. A copy of the Settlement Agreement is provided in Appendix A.

Decision on Settlement Agreement

The Board has reviewed the Settlement Agreement and is satisfied that it is appropriate. The Board approves the Settlement Agreement in its entirety.

Costs

The Settlement Agreement states that there shall be no costs sought by any party or ordered by the Board with respect to this proceeding or its settlement. Since the Board has accepted the Settlement Agreement in this proceeding, the Board makes no order as to costs in this proceeding.

THE BOARD THEREFORE ORDERS THAT:

1. Summitt shall comply with terms and conditions described in the Settlement Agreement that was filed with the Board on May 30, 2012.

ISSUED at Toronto, June 14, 2012

ONTARIO ENERGY BOARD

Original signed by

Kirsten Walli
Board Secretary

Appendix F – Gas Rate and Cost of Summitt vs Enbridge

	16-Oct-07	14-Nov-07	13-Dec-07	16-Jan-08	14-Feb-08	17-Mar-08	14-May-08	13-Jun-08	15-Jul-08	14-Aug-08	15-Sep-08	15-Oct-08	13-Nov-08	12-Dec-08
Cubic Metres	74	150	385	439	514	488	181	107	37	76	26	97	250	384
SUMMIT Price	0.388	0.388	0.388	0.388	0.388	0.388	0.388	0.388	0.388	0.388	0.388	0.388	0.388	0.388
SUMMIT Cost	\$ 28.71	\$ 58.20	\$ 149.38	\$ 170.33	\$ 199.43	\$ 189.34	\$ 70.23	\$ 41.52	\$ 14.36	\$ 29.49	\$ 10.09	\$ 37.64	\$ 97.00	\$ 148.99
Enbridge Price	0.26011	0.26011	0.26011	0.26011	0.26011	0.26011	0.263952	0.263952	0.381543	0.381543	0.381543	0.354559	0.354559	0.354559
Enbridge Cost	\$ 19.25	\$ 39.02	\$ 100.14	\$ 114.19	\$ 133.70	\$ 126.93	\$ 47.78	\$ 28.24	\$ 14.12	\$ 29.00	\$ 9.92	\$ 34.39	\$ 88.64	\$ 136.15
Difference	\$ 9.46	\$ 19.18	\$ 49.24	\$ 56.14	\$ 65.74	\$ 62.41	\$ 22.45	\$ 13.27	\$ 0.24	\$ 0.49	\$ 0.17	\$ 3.24	\$ 8.36	\$ 12.84
% price difference	49%	49%	49%	49%	49%	49%	47%	47%	2%	2%	2%	9%	9%	9%

15-Jan-09	13-Feb-09	17-Mar-09	16-Apr-09	15-May-09	16-Jun-09	15-Jul-09	18-Aug-09	19-Sep-09	16-Oct-09	13-Nov-09	14-Dec-09	13-Jan-10	11-Feb-10
532	518	432	333	180	98	23	81	69	66	172	315	548	507
0.388	0.388	0.388	0.388	0.388	0.388	0.388	0.388	0.388	0.388	0.388	0.388	0.388	0.388
\$ 206.42	\$ 200.98	\$ 167.62	\$ 129.20	\$ 69.84	\$ 38.02	\$ 8.92	\$ 31.43	\$ 26.77	\$ 25.61	\$ 66.74	\$ 122.22	\$ 212.62	\$ 196.72
0.291564	0.291564	0.291564	0.173748	0.173748	0.173748	0.147149	0.147149	0.147149	0.12954	0.12954	0.12954	0.129141	0.129141
\$ 155.11	\$ 151.03	\$ 125.96	\$ 57.86	\$ 31.27	\$ 17.03	\$ 3.38	\$ 11.92	\$ 10.15	\$ 8.55	\$ 22.28	\$ 40.81	\$ 70.77	\$ 65.47
\$ 51.30	\$ 49.95	\$ 41.66	\$ 71.35	\$ 38.57	\$ 21.00	\$ 5.54	\$ 19.51	\$ 16.62	\$ 17.06	\$ 44.46	\$ 81.41	\$ 141.85	\$ 131.24
33%	33%	33%	123%	123%	123%	164%	164%	164%	200%	200%	200%	200%	200%

12-Mar-10	13-Apr-10	12-May-10	11-Jun-10	13-Jul-10	12-Aug-10	13-Sep-10	13-Oct-10	11-Nov-10	13-Dec-10	13-Jan-11	12-Feb-11	14-Mar-11	12-Apr-11
488	258	240	99	42	77	19	66	329	354	657	620	400	383
0.388	0.388	0.388	0.388	0.388	0.388	0.388	0.388	0.388	0.388	0.388	0.388	0.388	0.388
\$ 189.34	\$ 100.10	\$ 93.12	\$ 38.41	\$ 16.30	\$ 29.88	\$ 7.37	\$ 25.61	\$ 127.65	\$ 137.35	\$ 254.92	\$ 240.56	\$ 155.20	\$ 148.60
0.129141	0.211171	0.211171	0.211171	0.162114	0.162114	0.162114	0.137818	0.137818	0.137818	0.122495	0.122495	0.122495	0.118127
\$ 63.02	\$ 54.48	\$ 50.68	\$ 20.91	\$ 6.81	\$ 12.48	\$ 3.08	\$ 9.10	\$ 45.34	\$ 48.79	\$ 80.48	\$ 75.95	\$ 49.00	\$ 45.24
\$ 126.32	\$ 45.62	\$ 42.44	\$ 17.51	\$ 9.49	\$ 17.39	\$ 4.29	\$ 16.51	\$ 82.31	\$ 88.56	\$ 174.44	\$ 164.61	\$ 106.20	\$ 103.36
200%	84%	84%	84%	139%	139%	139%	182%	182%	182%	217%	217%	217%	228%

13-May-11	14-Jun-11	14-Jul-11	15-Aug-11	04-Sep-11	13-Oct-11	11-Nov-11	13-Dec-11	13-Jan-12	13-Feb-12	14-Mar-12	16-Apr-12	15-May-12	14-Jun-12
235	110	40	72	12	58	245	340	396	436	376	248	124	52
0.388	0.388	0.388	0.388	0.388	0.388	0.388	0.388	0.388	0.388	0.388	0.388	0.388	0.388
\$ 91.18	\$ 42.68	\$ 15.52	\$ 27.94	\$ 4.66	\$ 22.50	\$ 95.06	\$ 131.92	\$ 153.65	\$ 169.17	\$ 145.89	\$ 96.22	\$ 48.11	\$ 20.18
0.118127	0.118127	0.130806	0.130806	0.130806	0.122284	0.122284	0.122284	0.111456	0.111456	0.111456	0.080648	0.080648	0.080648
\$ 27.76	\$ 12.99	\$ 5.23	\$ 9.42	\$ 1.57	\$ 7.09	\$ 29.96	\$ 41.58	\$ 44.14	\$ 48.59	\$ 41.91	\$ 20.00	\$ 10.00	\$ 4.19
\$ 63.42	\$ 29.69	\$ 10.29	\$ 18.52	\$ 3.09	\$ 15.41	\$ 65.10	\$ 90.34	\$ 109.51	\$ 120.57	\$ 103.98	\$ 76.22	\$ 38.11	\$ 15.98
228%	228%	197%	197%	197%	217%	217%	217%	248%	248%	248%	381%	381%	381%

16-Jul-12	15-Aug-12	13-Sep-12	15-Oct-12	13-Nov-12	11-Dec-12	14-Jan-13	12-Feb-13	13-Mar-13	12-Apr-13	Totals	
18	13	20	118	238	314	396	436	376	248	16,035	
0.388	0.388	0.388	0.388	0.388	0.388	0.388	0.388	0.388	0.388	0.388	Summitt Ave
\$ 6.98	\$ 5.04	\$ 7.76	\$ 45.78	\$ 92.34	\$ 121.83	\$ 153.65	\$ 169.17	\$ 145.89	\$ 96.22	\$ 6,221.58	SUMMITT Total
0.084736	0.084736	0.084736	0.084736	0.084736	0.084736	0.107303	0.107303	0.107303	0.107303	0.173313348	Enbridge Ave
\$ 1.53	\$ 1.10	\$ 1.69	\$ 10.00	\$ 20.17	\$ 26.61	\$ 42.49	\$ 46.78	\$ 40.35	\$ 26.61	\$ 2,780.17	Enbridge Total
\$ 5.46	\$ 3.94	\$ 6.07	\$ 35.79	\$ 72.18	\$ 95.22	\$ 111.16	\$ 122.38	\$ 105.54	\$ 69.61	\$ 3,441.41	Summit Premium in Dollars
358%	358%	358%	358%	358%	358%	262%	262%	262%	262%	174%	Average Summitt Premium in %

Appendix G – Electricity Rate and Cost Summit vs PowerStream

Year (sample month only)	Summit	Powerstream	Difference	Percent Premium of Summit over PowerStream
2007	\$ 308.86	\$ 279.70	\$ 29.16	10.43%
2008	\$ 148.09	\$ 127.31	\$ 20.78	16.32%
2009	\$ 188.95	\$ 131.01	\$ 57.94	44.23%
2010	\$ 259.18	\$ 198.19	\$ 60.99	30.77%
2011	\$ 283.29	\$ 200.58	\$ 82.71	41.24%
Total	\$ 1,188.37	\$ 936.79	\$ 251.58	28.60%
Average Price Premium of Summitt over PowerStream=				28.60%

Appendix H – Summitt's Current Marketing Material

SUMMITT ENERGY F1509588

PRICE PROTECTION AGREEMENT 2176034
FOR ELECTRICITY AND NATURAL GAS Apr 29 3:08

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 COM145 (RSS109)

Has Your Information Changed? _____

Upgrade other existing commodity? _____
☐ Electricity ☐ Natural Gas

G.09/01/2012.08/31/2013.38.80
ID#: 55718 Sticker #: 58656 Customer # from Customer Service _____

SUMMITT PRICE PROTECTION PROGRAMS (Includes Blend & Extend Option)
License #GM-2010-0369 & #ER-2010-0368

I agree to the Agreement, and select the following term (the "Term of the Agreement") and natural gas commodity ("Gas") price (the "Commodity Price"):
☐ 5 Years: 23.9 cents/m³

I agree to the Agreement, and select the following term (the "Term of the Agreement") and electricity commodity ("Electricity") price (the "Commodity Price"):
☒ 5 Years: 100% Green Power 7.49 cents/kWh
☐ 5 Years: off-peak 4.99 cents/kWh, mid-peak 6.99 cents/kWh, on-peak 8.99 cents/kWh
If time of use data is not available from your utility, usage patterns shall be based on the net system load shape for your area. Refer to the Terms and Conditions for your Gas and Electricity Agreement Price.

☐ New Gas Account Account # _____ Postal Code _____
☐ New Electricity Account Utility _____ 4-digit Validator _____

I have the right under the Energy Consumer Protection Act 2010 (the "ECPA") to cancel this Price Protection Agreement without cost or penalty up to ten (10) days after I acknowledge receipt or am deemed to acknowledge receipt of a text-based copy of the Price Protection Agreement. If I cancel this Price Protection Agreement within the 10-day period, I shall not be billed or charged under this Price Protection Agreement and I am entitled to a full refund of all amounts paid under this Price Protection Agreement. **Nothing in this Price Protection Agreement negates or varies my rights to cancel the Price Protection Agreement in accordance with the ECPA or under any regulation made under the ECPA, or any code, order, or rule issued by the Ontario Energy Board. As per the Consumer Protection Act, 2002, please refer to section 15 of the Terms and Conditions of this Price Protection Agreement for my Consumer's rights.** (I have read the above and understand and agree to the Terms and Conditions of this Price Protection Agreement.)

Signature (I have the authority to sign on behalf of the Applicant) _____ Date Signed 04 / 29 / 2013
Nicholas Ross Account Holder
Customer's Print Name Relationship to Account Holder/Title (if applicable)

Representative Signature	Representative Name	Representative Number
Rustan	Rustan	TC9085

By signing below I acknowledge having received a copy of this Agreement and applicable Disclosure Statements and Price Comparison Forms.

Signature _____ Date Signed 04 / 29 / 2013

TOP COPY - SUMMITT / BOTTOM COPY AND TERMS & CONDITIONS - CUSTOMER COPY COM145 (RSS109)_U_JAN_1_2013_2

Summitt's rates are

- 232% higher than Enbridge, and
- 272% higher than Union

Natural Gas Rates at a Glance

April 1, 2013 Natural Gas Rates	
Union Gas Limited	8.7867 ¢/m ³
Enbridge Gas Distribution Inc.	10.2971 ¢/m ³
Natural Resource Gas Limited	19.4287 ¢/m ³
The rate for NRG includes storage and transportation charges.	
To see how these natural gas rates relate to your overall bill, visit our Natural Gas Bill Calculator .	