

**IN THE MATTER OF** the *Ontario Energy Board Act, 1998*;

**AND IN THE MATTER OF** Notice of Intention to Make an Order for Compliance and Payment of an Administrative Penalty against Active Energy Inc. (ER-2012-0045).

**ACTIVE ENERGY INC. (ACTIVE)**

**ADDITIONAL DISCLOSURE MATERIALS**

**GOWLING WLG (CANADA) LLP**  
Suite 1600, 1 First Canadian Place  
100 King Street West  
Toronto, Ontario  
M5X 1G5

Ian A. Mondrow (32382D)  
Tel: 416-369-4670  
[ian.mondrow@gowlingwlg.com](mailto:ian.mondrow@gowlingwlg.com)

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EB-2017-0022/0223 Active Energy Inc.  
Additional Disclosure Materials

**TAB 1**

Stockwoods Initial Disclosure Materials Tab 3J

## Chris Marijan

---

**From:** Lou Mustillo  
**Sent:** Wednesday, October 4, 2017 1:02 PM  
**To:** Chris Marijan  
**Subject:** FW: Commercial Verification Script

**From:** Gaetana Girardi [mailto:gaetana.girardi@activeenergy.ca]  
**Sent:** Tuesday, January 14, 2014 12:54 PM  
**To:** Lou Mustillo <Lou.Mustillo@ontarioenergyboard.ca>  
**Cc:** tsinson@summittenergy.ca; jdonnelly@summittenergy.ca; nruzycki@justenergy.com; Ric Forster <ric.forster@directenergy.com>; fmurray@justenergy.com; Jordan Small <JSmall@planetenergy.ca>; imran@riterate.ca  
**Subject:** Commercial Verification Script

Hi Lou,  
Happy New Year.

As a follow-up to our last meeting and on behalf of the participants copied in this email, I would like to advise you that we would find a multiple location verification script for commercial contracts very helpful and accept the parameters (as described below) presented by you at the last Marketer/Retailer OEB meeting

Multiple location script parameters:

- all locations on the same contract
- none of the locations exceed low volume thresholds
- the contract t&cs apply to all the locations on the contract
- can verify dual fuel on one script

Please let me know if the parameters are correct and that all were covered.

Thanks.

Regards,

Gaetana Girardi  
Director, Compliance & Regulatory Affairs  
Active Energy  
390 Brant Street, Suite 402  
Burlington, ON L7R 4J4  
Phone: 416-238-5540 ext 226  
Email: [gaetana.girardi@activeenergy.ca](mailto:gaetana.girardi@activeenergy.ca)  
Cell: 289-983-0162

**TAB 2**

Gowling WLG letter to Stockwoods dated October 23, 2017

October 23, 2017

**VIA E-MAIL**

Mr. Justin Safayeni  
**STOCKWOODS LLP**  
TD North Tower  
77 King Street, West, Suite 4130  
Toronto, Ontario  
M5K 1H1

**Ian A. Mondrow**  
Direct: 416-369-4670  
ian.mondrow@gowlingwlg.com

Assistant: Cathy Galler  
Direct: 416-369-4570  
cathy.galler@gowlingwlg.com

File No. T1012005

Dear Mr. Safayeni:

**Re: EB-2017-0022/0223: Active Energy Inc. (Active Energy).**

**OEB Enforcement Team Disclosures.**

---

I write on behalf of Active Energy (Active) to request that OEB Enforcement Staff revisit the response provided to Active's Interrogatory 3, as set out in the September 25<sup>th</sup> Notice of Motion herein.

A copy of that Notice of Motion is included as Tab 2 to the Further Witness Statement of Birgit Armstrong dated October 18<sup>th</sup>. Responses to the interrogatories set out in that Notice of Motion were received on October 5<sup>th</sup>, and supplemented on October 6<sup>th</sup> and October 11<sup>th</sup>.

On October 18<sup>th</sup> we received the Further Witness Statement of Birgit Armstrong. At paragraph 4 of her Further Witness Statement Ms. Armstrong states that the OEB was, and remains, unaware of a practice of aggregating energy consumption of customers across multiple locations for the purposes of determining the applicability of the Ontario *Energy Consumer Protection Act, 2010 (ECPA)*.

At paragraph 9 of her Further Witness Statement Ms. Armstrong refers to paragraphs 18-19 of the Joint Witness Statement Michael Stedman and Chris Waddick (Active Witness Statement), stating that these paragraphs "*suggest that certain (unnamed) retailers have asked for OEB Staff's position on the issue of aggregation across multiple locations, but have not received a response*". Ms. Armstrong goes on to state:

*The OEB Enforcement Team did not uncover any evidence of such unanswered communications in the course of responding to the Motion. All communications found*

*by the OEB Enforcement Team on the issue of aggregation were disclosed to Active in response to the Motion.*

While we don't question the truth of the foregoing statement, we do not believe that all relevant communications have in fact been identified by the OEB Enforcement Team.

I am personally aware of discussions, and associated correspondence, between at least one Ontario energy retailer and OEB Staff on the topic of aggregation of consumption across multiple meters and locations for the purposes of determining *ECPA* applicability. As that retailer is a client of our firm, I am not at liberty to disclose that retailer's identity. Further, while Active is not at liberty to disclose the identity of the retailer referenced at paragraph 18 of the Active Witness Statement, Active's evidence therein provided points to another Ontario retailer whose principal reports having had "*many conversations with OEB Staff over several years on this issue*".

Given both my direct knowledge and the evidence provided by Active as referenced above, we believe that there is further documentation in the possession of OEB Staff and relevant to the issues herein but not yet identified or disclosed. There may also be further information available, in addition to documentation. Accordingly, we request that the OEB Enforcement Team revisit its internal inquiries regarding correspondence and/or discussions with retailers other than Active regarding the practice of aggregating customer volumes across multiple meters/premises in determining *ECPA* eligibility. We note that the interrogatory requested information regarding correspondence (Interrogatory 3, part c) and regarding discussions whether or not these discussions entailed correspondence (Interrogatory 3, parts a, b and d).

Without limiting the foregoing, we request In order to assist, we suggest inquiries of the following OEB Staff in this respect. All of these individuals are senior OEB staff who have been with the Board for some time and who would, at various times, have been engaged in issues regarding the interpretation and application of *ECPA* requirements;

- Mary Anne Aldred
- Brian Hewson
- Barb Robertson
- Chris Marijan

We also request that the OEB Enforcement Team review the correspondence records of Karim Karsen, who is no longer with the Board but who acted as Managing Director, Consumer Protection for the Board during the time periods relevant to this matter.



The information requested is important to the preparation of Active's case, and we would appreciate a response to this request at your earliest convenience.

Yours truly,

A handwritten signature in dark ink, appearing to read "Ian A. Mondrow", written in a cursive style.

Ian A. Mondrow

c: Michael Stedman, ACTIVE ENERGY INC.

TOR\_LAW\9268731\2



**TAB 3**

Stockwoods letter to Gowling WLG dated November 1, 2017

November 1, 2017

**VIA EMAIL (Ian.Mondrow@gowlingwlg.com)**

Ian A. Mondrow  
Gowling WLG (Canada) LLP  
1 First Canadian Place  
100 King Street West  
Suite 1600  
Toronto ON M5X 1G5

Dear Ian:

**Re: Active Energy – request for further productions**

I write in response to your letter dated October 23, 2017.

As I have previously told you, I was not able to consider your request in any detail until October 25<sup>th</sup>, as I was out-of-town at a hearing when your letter arrived. Once I was back in the office, I immediately contacted my client to get instructions.

As with your motion for disclosure and information, the OEB Enforcement Team has agreed to respond to this latest request from Active Energy Inc. (“Active”) in an effort to move this proceeding forward efficiently, cooperatively and without further delay. To that end, enclosed with this letter are further productions of the OEB Enforcement Team (“Further Productions”). This additional disclosure should not be taken as an admission that the Further Productions are relevant to the issues in this enforcement proceeding, or an acknowledgment that Active is entitled to the Further Productions under the OEB’s *Rules of Practice and Procedure for Enforcement Proceedings* (“Rules”) or otherwise at law.

**Discussions on the aggregation issue**

Upon review of the information in your letter, we were able to locate emails between yourself and Karim Karsan (as well as a calendar meeting for November 8, 2012) that appear to relate to the issue of whether accounts across different locations may be aggregated for the purposes of assessing whether the *Energy Consumer Protection Act, 2010*, S.O. 2010, c. 8 applies (“aggregation issue”). Those documents are enclosed at Tab “A” of this letter.

STOCKWOODS LLP

TD NORTH TOWER, 77 KING STREET WEST, SUITE 4130, P.O. BOX 140, TORONTO, ONTARIO M5K 1H1 • PH: 416-593-7200 • FAX: 416-593-9345

(We have retrieved and reviewed Mr. Karsan's emails, and the emails included above were all of the documents we were able to locate relating to the aggregation issue.)

We have located Barbara Robertson's notes from the meeting referenced in the documents at Tab "A". Those notes are not detailed, nor comprehensive, and Ms. Robertson has no independent recollection of the events or matters described therein. Still, out of an abundance of caution, we have included them at Tab "B" of this letter.

For the sake of completeness, we have also included the file of the consumer referenced in Tab "A". Those documents are enclosed at Tab "C" of this letter. Consistent with our approach to previous correspondence and discussions between the Board and individual energy retailers other than Active, we have redacted any information that might identify the retailer involved.

Finally, with respect to your request for "further information", I can advise that:

- neither Ms. Aldred, nor Mr. Hewson, recall any discussions with any retailer on the aggregation issue;
- Ms. Robertson does recall a meeting occurring on November 8, 2012, but has no independent recollection of what was discussed at that meeting, and otherwise does not recall any discussions with any retailer on the aggregation issue;
- Ms. Marijan does recall a meeting on August 25, 2015 where the aggregation issue was included as part of the discussion on verification<sup>1</sup>, but has no recollection of what was discussed at that meeting on the aggregation issue, and otherwise does not recall any discussions with any retailer on the aggregation issue.

#### Additional file

Out of an abundance of caution, I am disclosing to you at Tab "D" an additional file that appears to engage the aggregation issue, albeit in the context of gas contracts. Consistent with our approach to previous correspondence and discussions between the Board and individual energy retailers other than Active, we have redacted any information that might identify the retailer involved.

#### Notice

If you intend to rely on any of these documents, please give me notice as soon as possible, and in any event not later than Monday, November 6<sup>th</sup>.

---

<sup>1</sup> See page 5 of my letter to you dated October 5, 2017.

Yours truly,

A handwritten signature in black ink, appearing to read 'Justin Safayeni', written in a cursive style.

Justin Safayeni  
Encl.

**TAB 4**

Tab A to Stockwoods letter to Gowling WLG dated November 1, 2017

**Justin Safayeni**

---

**Subject:** FW: Opinion regarding classification of multi-location retail energy customers.  
**Attachments:** [REDACTED] (PDF) Opinon re Classification of Multiple Location Retail Energy Supply Customers-TOR\_LAW-8014742-v1.pdf

**From:** Mondrow, Ian [<mailto:ian.Mondrow@gowlings.com>]  
**Sent:** Monday, October 15, 2012 04:38 PM  
**To:** Karim Karsan  
**Cc:** [REDACTED]  
**Subject:** FW: Opinion regarding classification of multi-location retail energy customers.

Karim,

Further to our brief telephone conversation earlier today, I am instructed to provide the Board, through you, with a copy of our opinion to [REDACTED] on the captioned issue. Please find that copy attached.

The opinion is generic and not expressly related to any particular customer file. As noted when we spoke, the most recent exchange between the Board and [REDACTED] on this topic was in the context of the [REDACTED] customer matter (the Board's file [REDACTED]).

On behalf of [REDACTED], we would appreciate a meeting with you and your staff to discuss the analysis underlying the attached opinion, and explore the basis upon which the Board's view on the appropriate consumer protection classification of multi-location customers differs from that set out in the opinion.

Thanks for your consideration of this request.

Ian

**Ian Mondrow**  
Partner  
T 416-369-4670  
[ian.mondrow@gowlings.com](mailto:ian.mondrow@gowlings.com)



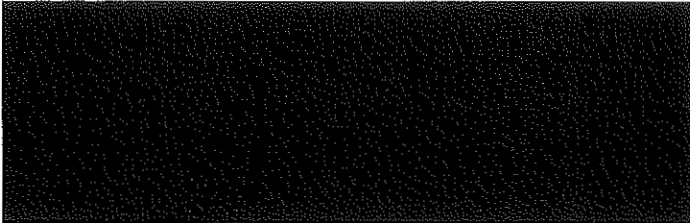
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October 11, 2012



Dear [REDACTED]

**Re: Classification of Multiple Location Retail Energy Supply Customers.**

We write to provide our opinion regarding the proper approach to classification of multiple location retail energy customers in Ontario as "high volume" or "low volume" for the purposes of determining applicable consumer protection requirements.

**Summary**

*It is our opinion that metered volumes of all locations of a multiple location customer may be aggregated in order to determine whether the subject customer is a "high volume" or "low volume" customer, and thus what energy consumer protection compliance requirements apply to interactions with such customer. In our view, the appropriate focus on classifying customers for the purposes of determining applicable consumer protection requirements is on the sophistication of the customer and its representative(s), rather than on how the customer's consumed volumes may be split across metering points.*

**Analysis**

***Legislative Scheme***

The Ontario *Energy Consumer Protection Act* (ECPA) addresses electricity retailing and gas marketing consumer protection requirements in Part II. These protections extend to "consumers" [section 3]. "Consumer" is defined by reference to the regulation



prescribing the amount of gas or electricity consumed by the customer for the purposes of *ECPA* application [section 2]. The *ECPA* regulation prescribes 150,000 kilowatt hours and 50,000 cubic meters as the consumption thresholds for electricity and gas, respectively. Customers who consume below those thresholds are to be treated as low volume consumers and subject to the *ECPA* protections [regulation section 4].

The section 2 *ECPA* definition of "consumer" is with reference to a "person". Section 1(1) of the *ECPA* defines "person" to include "*an individual, proprietorship, partnership, ....trust or body corporate....*".

There is no provision anywhere in the statutory scheme for energy consumer protection that refers to customers at the distribution account or meter level.

The foregoing legislative facts mean that a business that enters into a retail energy supply contract for annual energy volumes that exceed the prescribed low volume thresholds is a non-low volume consumer, regardless of whether the energy consumed is delivered to one location, to multiple locations, through multiple meters (and thus multiple utility accounts), or under multiple contracts. A consumer is classified under the *ECPA* as low volume or non-low volume based on the aggregate of that consumer's consumption. That is, the legislative definition of "consumer" focuses on the "person" with whom the retailer contracts, and that "person's" consumption, and not the consumption at any particular location owned by, or through any particular meter servicing, that "person".

As the legislative focus is on the consumer, rather than the account or the meter, the foregoing applies across energy distribution territories as well as within a single energy distribution territory.

## ***Consumer Protection Policy***

The policy underlying Ontario's energy consumer protection scheme is consistent with the technical reading of the scheme as outlined above.

From a policy view, the proper and purposive approach to determining whether the "person" signing a retail energy supply contract is in need of consumer protection is to focus on the individual making the contracting decision. The presumption in the legislative distinction between a low volume consumer and a non-low volume consumer is that the person with whom the retailer contracts in the non-low volume situation is sophisticated and knowledgeable enough not to require the protection of low volume energy consumer regulations.

Where an energy retailer contracts with an individual to supply a single location non-low volume consumer, *ECPA* consumer protections by definition do not apply. There is no

policy basis upon which the fact that the same individual contracts for the same (non-low volume) amount of supply but for delivery to two or more separate locations should dictate any greater need for consumer protection than is the case where the supply is to be delivered to a single location. The contracting party is represented in the transaction by the same level of presumed sophistication.

On the other hand, in an instance in which a multi-location customer consumes more than the low volume energy thresholds across locations, but:

- (i) each location is separately managed;
- (ii) different individuals contract for each location; and
- (iii) one or more individual locations consumes less than volume threshold specified in the *ECPA* regulation,

it would be reasonable for the Ontario Energy Board to treat each such contract separately in order to identify those entered into by a low volume consumer deserving of the *ECPA* consumer protections. In such a circumstance, nothing in the contracting process would differentiate each individual contracting on behalf of a discrete location of a larger organization from individuals contracting on behalf of a single low volume customer.

## Conclusion

Both a technical and a purposive approach to application of the *ECPA* dictate that energy consumption across multiple locations/meters/individual contracts for which the same customer, represented by the same individual, is the counterparty, is properly aggregated for the purposes of determining the applicability of low volume Ontario consumer protection provisions to that customer.

Yours truly,

*Gowling Lafleur Anderson LLP*

## Adele Margis

---

**Subject:** Discuss aggregating contracts  
**Location:** OEB offices, 2300 Yonge St., 27th floor, #2752  
**Start:** Thu 11/8/2012 10:00 AM  
**End:** Thu 11/8/2012 11:00 AM  
**Recurrence:** (none)  
**Meeting Status:** Accepted  
**Organizer:** Adele Margis  
**Required Attendees:** Karim Karsan (karim.karsan@ontarioenergyboard.ca); Martine Band;  
ian.mondrow@gowlings.com  
**Categories:** Mtg w/External

██████████ and ██████████ will be in attendance with Ian Mondrow.

Adele  
416-440-8114

**From:** Barbara Robertson  
**Subject:** FW: Multiple location customer discussion.  
**Date:** Sunday, October 29, 2017 2:37:48 PM

---

-----Original Message-----

From: Mondrow, Ian [<mailto:Ian.Mondrow@gowlings.com>]  
Sent: Thursday, November 8, 2012 11:05 PM  
To: Karim Karsan <[Karim.Karsan@ontarioenergyboard.ca](mailto:Karim.Karsan@ontarioenergyboard.ca)>  
Subject: Multiple location customer discussion.

Karim,

Thanks again for the meeting today. It was certainly very helpful for me. Lots of food for thought.

As undertaken, we will get back to you. It may be a few weeks before we can do that, however, as I have to be in Calgary next week for the argument in that big TCPL case.

Best,

Ian

Sent from my iPad

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**TAB 5**

Tab B to Stockwoods letter to Gowling WLG dated November 1, 2017

Date 2012

Nov 8

Jan Mondron

Karim

Martine Gonne

retailers other than [redacted] who agree with this view, and indeed are operating under this view (per Jan)

by Bred staff  
retailers have been told that contracts can be aggregated

Jan -

- 1) ~~several~~ several metered locations but one energy <sup>supplier</sup>
  - 2) common brand - but <sup>different</sup> ~~not~~ counterparties
- essence of relationship is whether customer
- counterparty - person making supply arrangements

Martine -

struggle with legal analysis - question re Jan's analysis

Karim -

question re how customer signs up for the supply.

Martine - question re franchise owners

Page

Date

2012

I am - not sure of agency/franchisee relationships - but will look into

Will also look into potential implications re RPP/OCEB.

**TAB 6**

Tab C to Stockwoods letter to Gowling WLG dated November 1, 2017



**COMPLAINT FILE SUMMARY**

File Number: 2012-0000080

Date Received: 01/04/2012

File Status: Closed

**Consumer Information**

Name:

Address 1:

Address 2:

City:

Province:

Postal Code:

Telephone:

Fax:

Email:

**Utility/LDC Information**

Account Number:

Licence Type:

Gas Distributor

Utility Name:

Union Gas Limited

**Marketer/Retailer Information**

Licence Type:

Gas Marketer

Marketer/Retailer Name:

Marketer/Retailer (or  
Licence) No.:

Agent Name:

Unknown

Wearing ID:

Provided Business Card:

Wearing Uniform:

Privacy Consent  
Confirmed:

Yes

**Ontario Energy Board**  
**COMPLAINT FILE SUMMARY**

Page 2 of 10

Date Printed: October 25, 2017

Time Printed: 11:43:04AM

**Complaint Information**

**Complaint Details:**

From: [REDACTED]  
Sent: December 21, 2011 11:53 AM  
To: Market Operations  
Subject: [REDACTED]

We are acting as agents for [REDACTED]. This gas account has an annual volume of less than 50,000 m3 and was signed to a retail contract with [REDACTED] for a 4 year term commencing May 1, 2007. This contract should have expired on April 30, 2011 and the customer returned to system gas.

Instead [REDACTED] auto-renewed this contract. They claim that they sent a renewal package (copy attached) and auto renewed it because the customer did not respond. The customer never received the renewal package that [REDACTED] alleged was mailed.

In our opinion, the contract should not have been auto-renewed. Under section 16 (1) of the Energy Consumer Protection Act it states:

If a contract was entered into before the day this section comes into force, it shall not be renewed or extended unless the supplier amends the contract to give to the consumer the right to cancel the contract at any time during the renewed or extended term of the contract.

[REDACTED] had not amended the original contract that was signed.

In addition, upon examining the copy of the renewal package that [REDACTED] claims to have sent, it is evident that the price comparison sheet was inaccurate and misleading. Under Part B- Contract Price if you purchase your natural gas from [REDACTED], it shows the Storage Charge as 'N/A', when the customer was actually charged a Storage Charge by the Utility. Therefore [REDACTED] engaged in an 'Unfair Practice'.

We spoke to [REDACTED] of [REDACTED] who agreed to cancel the contract effective January 1, 2012. However, [REDACTED] has refused our request to make [REDACTED] whole, by refunding the difference between what they were charged and the utility rate (commodity and transportation) for the period May 1, 2011 to Dec 31, 2011.

We seek your assistance in this matter.

Regards,  
[REDACTED]

[REDACTED]

**COMPLAINT FILE SUMMARY**

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**Requested Action:** Reimbursement

**OEB Action:** CCR Form sent to Licensee

**Resolution:**

**Resolution Details:** see note

<b>Classification</b>	<b>Topic</b>	<b>Sub Topic</b>
Customer Service	Reimbursement	Invalid contract - required to provide
Contract	Renewal	did not receive renewal package

**Ontario Energy Board**  
**COMPLAINT FILE SUMMARY**

Page 4 of 10

Date Printed: October 25, 2017

Time Printed: 11:43:04AM

---

**Complaint File Notes**

---

**File Number:** 2012-0000080

<b>Activity Type</b>	<b>Date Create</b>	<b>Date Due</b>	<b>Date Completed</b>
Note	2012/04/17	2012/04/17	2012/04/17

**Notes**

Called [REDACTED] and left him a message informing him that I am still in the middle of reviewing his file with my manager and that I will contact him when I know any further. I apologized for any delay that may have occurred however informed [REDACTED] that there are various details that the OEB is looking into at the moment regarding his file.

Note	2012/03/29	2012/03/29	2012/03/29
------	------------	------------	------------

**Notes**

Called the customer to explain that I am still working on his file however with the assistance of my manager. I explained that I will contact him further when we come closer to a resolution or a response for his case.

To-Do	2012/03/16	2012/03/16	2012/03/16
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**Notes**

COMPLAINT FILE SUMMARY

From: [REDACTED]  
Sent: March 16, 2012 9:42 AM  
To: Lester Yue  
Cc: ConsumerRelations  
Subject: FW: [REDACTED]

Lester,

Please note that the customer would like to change their settlement request as explained below.

In our opinion, this customer is entitled to all amounts paid to [REDACTED] which include the total amounts paid for commodity and transportation, as this cancellation falls under Section 19(3) of the ECPA.

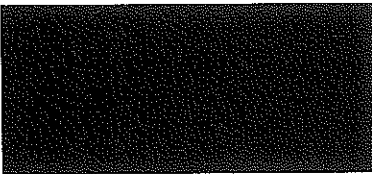
Kindly ensure that this is communicated to [REDACTED] at the appropriate time.

Regards,  
[REDACTED]

From: [REDACTED]  
Sent: February-07-12 6:29 PM  
To: OEB Consumer Relations  
Subject: [REDACTED] Reference #: 2012-0000080

We have received a written reply from [REDACTED] and are not satisfied with their response. [REDACTED] has violated the Energy Consumer Protection Act and a mere cancellation of the contract is not adequate. Our client is looking to be made whole and since they are entitled to this, the Board should order [REDACTED] to pay the difference between the contract rate and what the utility would have charged the customer during this period.

Regards,  
[REDACTED]



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Correspondence

2012/03/16

2012/04/05

2012/03/16

Notes

COMPLAINT FILE SUMMARY

Respond ; From: [REDACTED]  
Sent: March 16, 2012 9:42 AM  
To: Lester Yue  
Cc: ConsumerRelations  
Subject: FW: [REDACTED] - Reference #: 2012-0000080

Lester,

Please note that the customer would like to change their settlement request as explained below.

In our opinion, this customer is entitled to all amounts paid to [REDACTED] which include the total amounts paid for commodity and transportation, as this cancellation falls under Section 19(3) of the ECPA.

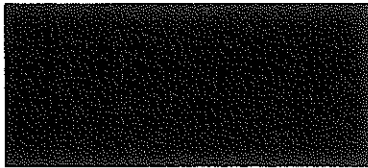
Kindly ensure that this is communicated to [REDACTED] at the appropriate time.

Regards,  
[REDACTED]

From: [REDACTED]  
Sent: February-07-12 6:29 PM  
To: OEB Consumer Relations  
Subject: [REDACTED] - Reference #: 2012-0000080

We have received a written reply from [REDACTED] and are not satisfied with their response. [REDACTED] has violated the Energy Consumer Protection Act and a mere cancellation of the contract is not adequate. Our client is looking to be made whole and since they are entitled to this, the Board should order [REDACTED] to pay the difference between the contract rate and what the utility would have charged the customer during this period.

Regards,  
[REDACTED]



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Note 2012/03/13 2012/03/13 2012/03/13

Notes

**COMPLAINT FILE SUMMARY**

Called the customer and left a message to inform them that we are still currently investigating his file and that additional time is needed.

Note	2012/03/02	2012/03/02	2012/03/02
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**Notes**

██████ has requested for an additional week for a response back to the OEB as they require more time.

Extension has been granted to ██████

Note	2012/02/24	2012/02/24	2012/02/24
------	------------	------------	------------

**Notes**

Spoke to ██████ on the phone. I explained to the representative that we are still reviewing his case and that I will contact them once I know further and receive a response from ██████.

Note	2012/02/24	2012/02/24	2012/02/24
------	------------	------------	------------

**Notes**

Called the customer however I was told that he was unavailable at the moment.

To-Do	2012/02/14	2012/02/14	2012/02/28
-------	------------	------------	------------

**Notes**

Hi Lester,

This consumer called back today to state that he wants his complaint escalated because ██████ is not reimbursing them.

████████████████████ states that they are a large volume consumer and ██████ stated no they are not.

I tried to explain to this consumer who the Board works and he did not want to hear it or listen to it.

Regards,

Tracey

To-Do	2012/01/31	2012/01/31	2012/02/02
-------	------------	------------	------------

**Notes**

The consumer called and I told him that ██████ letter, dated January 25, should be arriving within days. If he doesn't receive it this week, he will call back to escalate.

Note	2012/01/27	2012/01/27	2012/01/27
------	------------	------------	------------

**Notes**

██████ called today to find out what was happening with his complaint and I told him that ██████ has up to mid-night to respond to the Board.

I told him that he can call me back on Monday if he does not get a response from the company or if the response he gets is not satisfactory then I can send his complaint through the escalation process.

Note	2012/01/06	2012/01/27	2012/01/27
------	------------	------------	------------

**Notes**

Sent CCR

Correspondence	2012/01/06	2012/01/26	2012/01/06
----------------	------------	------------	------------

**Notes**

COMPLAINT FILE SUMMARY

Page 8 of 10

Date Printed: October 25, 2017

Time Printed: 11:43:04AM

Respond :

From: [REDACTED]

Sent: January 6, 2012 11:57 AM

To: ConsumerRelations

Subject: [REDACTED]

I authorize [REDACTED] to act as my agent with respect to all matters concerning my Union Gas Acct#

[REDACTED] and the [REDACTED] contract I signed in 2007.

[REDACTED]

Correspondence

2012/01/04

2012/01/24

2012/01/04

Notes



COMPLAINT FILE SUMMARY

Page 9 of 10.

Date Printed: October 25, 2017

Time Printed: 11:43:04AM

Attaching document to interaction. Respond ; PREVIOUS UNRELATED: 2011-0003658

This correspondence was previously sent to Sophie Rousseau. She has informed me that this correspondence is not related to 2011-0003658 and should be treated separately - MA

From: [REDACTED]

Sent: December 21, 2011 11:53 AM

To: Market Operations

Subject: [REDACTED] Violation of the Energy Consumer Protection Act

We are acting as agents for [REDACTED] (Union Gas Account [REDACTED]). This gas account has an annual volume of less than 50,000 m3 and was signed to a retail contract with [REDACTED] for a 4 year term commencing May 1, 2007. This contract should have expired on April 30, 2011 and the customer returned to system gas.

Instead [REDACTED] auto-renewed this contract. They claim that they sent a renewal package (copy attached) and auto renewed it because the customer did not respond. The customer never received the renewal package that [REDACTED] alleged was mailed.

In our opinion, the contract should not have been auto-renewed. Under section 16 (1) of the Energy Consumer Protection Act it states:

If a contract was entered into before the day this section comes into force, it shall not be renewed or extended unless the supplier amends the contract to give to the consumer the right to cancel the contract at any time during the renewed or extended term of the contract.

[REDACTED] had not amended the original contract that was signed.

In addition, upon examining the copy of the renewal package that [REDACTED] claims to have sent, it is evident that the price comparison sheet was inaccurate and misleading. Under Part B- Contract Price if you purchase your natural gas from [REDACTED] it shows the Storage Charge as 'N/A', when the customer was actually charged a Storage Charge by the Utility. Therefore [REDACTED] engaged in an 'Unfair Practice'.

We spoke to [REDACTED] of [REDACTED] who agreed to cancel the contract effective January 1, 2012. However, [REDACTED] has refused our request to make [REDACTED] whole, by refunding the difference between what they were charged and the utility rate (commodity and transportation) for the period May 1, 2011 to Dec 31, 2011.

We seek your assistance in this matter.

Regards,

[REDACTED]

[REDACTED]

**COMPLAINT FILE SUMMARY**

Page 10 of 10

Date Printed: October 25, 2017

Time Printed: 11:43:04AM

The information contained in this communication may be confidential, is intended only for the use of the recipient named above, and may be legally privileged. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication, or any of its contents, is strictly prohibited. If you have received this communication in error, please re-send this communication to the sender and delete the original message and any copy of it from your computer system. Thank you.

## Consumer Complaint Response

2012-0000080

### Assignment

Licensee Name

Date Received

01/04/2012

Sent to Licensee Date

01/06/2012

Licensee Date Due

01/27/2012

Licensee E-mail:

Licensee Phone:

Consumer

Provided

Agent Name:

Unknown

Licensee

Provided

Agent Name:

CCR Complaint Status

Completed

Licensee Response Date

01/27/2012

Licensee Representative

Consumer

Provided

Agent ID

Licensee

Provided

Agent ID

### Complaint Details

Reference Number

2012-0000080

Consumer Name

Consumer Address

Representative Name

Representative Address

Energy Type

Gas

Account Number

Consumer Phone

Consumer Email

Representative Phone

Representative E-mail

Classification

Customer Service

Topic

Reimbursement

Sub-Topic

Invalid contract - required to provide

---

## Synopsis

From: [REDACTED]  
Sent: December 21, 2011 11:53 AM  
To: Market Operations  
Subject: [REDACTED] Violation of the Energy Consumer Protection Act

We are acting as agents for [REDACTED]. This gas account has an annual volume of less than 50,000 m3 and was signed to a retail contract with [REDACTED] for a 4 year term commencing May 1, 2007. This contract should have expired on April 30, 2011 and the customer returned to system gas.

Instead [REDACTED] auto-renewed this contract. They claim that they sent a renewal package (copy attached) and auto renewed it because the customer did not respond. The customer never received the renewal package that [REDACTED] alleged was mailed.

In our opinion, the contract should not have been auto-renewed. Under section 16 (1) of the Energy Consumer Protection Act it states:

If a contract was entered into before the day this section comes into force, it shall not be renewed or extended unless the supplier amends the contract to give to the consumer the right to cancel the contract at any time during the renewed or extended term of the contract.

[REDACTED] had not amended the original contract that was signed.

In addition, upon examining the copy of the renewal package that [REDACTED] claims to have sent, it is evident that the price comparison sheet was inaccurate and misleading. Under Part B-Contract Price if you purchase your natural gas from [REDACTED] it shows the Storage Charge as 'N/A', when the customer was actually charged a Storage Charge by the Utility. Therefore [REDACTED] engaged in an 'Unfair Practice'.

We spoke to [REDACTED] of [REDACTED] who agreed to cancel the contract effective January 1, 2012. However, [REDACTED] has refused our request to make [REDACTED] whole, by refunding the difference between what they were charged and the utility rate (commodity and transportation) for the period May 1, 2011 to Dec 31, 2011.

We seek your assistance in this matter.

Regards,  
[REDACTED]

[REDACTED]

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---

### **Consumer Resolution Requested**

Reimbursement

### **Privacy Consent**

Approval to share info with OEB      Yes  
Approval to share info with stakeholder      Yes  
Approval to share info with 3rd party      Yes

## Questions

## Answers

Licensee to review consumer file and Complaint including contract, recorded telesales calls, reaffirmation calls, correspondence with consumer and account history. Details to be provided in response here.

On February 28, 2006 the contract was signed by [REDACTED]

On May 1, 2006 the program flowed.

On February 14, 2011 [REDACTED] mailed a renewal package to the customer.

On May 1, 2011 the 1 year renewal flowed.

On December 1, 2011 [REDACTED] who is [REDACTED]'s agent called [REDACTED] inquiring about why the contract is still flowing. [REDACTED] advised [REDACTED] that the renewal package was sent out and [REDACTED] did not contact [REDACTED] to cancel.

On December 6, 2011 [REDACTED] called [REDACTED] requesting a copy of the renewal package. [REDACTED] emailed to him the same day.

On January 1, 2012 the renewal was dropped.

Call consumer to confirm receipt of Complaint from OEB and discuss complaint details.

On January 9, 2012 [REDACTED] left a message for the customer advising we received their complaint.

Provide explanation of why the issue was not resolved at the initial contact from the consumer.

[REDACTED] previously cancelled the renewal as requested.

The licensee resolution including timing and method of communication with consumer.

As the customer did not contact [REDACTED] as outlined in the renewal package, the contract was automatically renewed for 1 year. [REDACTED] will not rebate the customer for the requested time frame as they did not contact [REDACTED] within the renewal timeline. This customer is also a large volume user.

Detail action to be undertaken within licensee to address systemic issue or clarify position. Include actions such as agent retraining, agent discipline, call centre script changes, etc.

N/A

What is the timing for resolution to be implemented?

An account resolution letter will be mailed by January 27, 2012.

Licensee to provide copies of material to consumer. Include copy of contract or telesales recording, terms and conditions, reaffirmation call and any correspondence with the consumer. Provide details on when/how sent to consumer.

An account resolution letter will be mailed by January 27, 2012.

Attach same copies as above to  
OEB.

See attached for a copy of the contract and account  
resolution letter. Reaffirmation was not required as this  
customer is a large volume user

#### Agent Tracking

Agent Name from Licensee

Date of Initial Training

Agent Id from Licensee

Training Test score %

Date Agent Active

Date of Retraining

Number of Contracts signed

Test score following Retraining

Number of Contacts Reaffirmed

Agent Action Taken

Agent Status

Compliant against Agent

Date Agent Inactive

Agent Trained by

Third Party Agency

#### Supporting Material

#### CCR Status

Status Complete

Owner Robinson

Action Level Level 1

Interaction Status Closed

Due Date: 1/27/2012

Licensee Response Date: 1/27/2012

Review Complete Date:

#### Yes/No Values

#### Please Choose a Value

#### Notes

Review Synopsis

Review Licensee CCR Response:

Regulated Activity:

Attachments Included:

Review BillingPayment History:

Review Metering Activity:

Review Disconnection Process:

Review Customer Service Rules:

Review Facility Related Activity:

Review (other) 1:

Review (other) 2:

Review (other) 3:

Closure Action:

CCR Reviewed Yes

Account Resolution Letter.pdf

Contract.jpg

Renewal Package.pdf

---

**Licensee Closure****Resolution**  
Contract Valid**Action**  
Renew Cancelled**CCR Completed By**  
[REDACTED]**Reimbursement Amount****Additional Comments**



# CDRS Summary

2012-0000080

Date Printed: 2017/10/25

<b>Officer</b>	Donna Kinapen	<b>Interaction</b>	2012-0000080
<b>Start Date</b>	2/24/2012	<b>End Date</b>	6/12/2011
<b>Date of Original Contract</b>	2/28/2006	<b>Date Contract Renewed</b>	5/1/2011
		<b>Compliance CCR Reviewed?</b>	<input type="checkbox"/> No

<b>Assignment</b>	OEB Received Date	1/4/2012
<b>Licensee Name</b>	[REDACTED]	
<b>Licensee Representative</b>	<b>Utility Name</b>	Union Gas Limited
<b>Phone</b>	<b>Ext.</b>	
<b>E-mail</b>		

## Complaint Details

<b>Reference Number</b>	<b>Consumer Name</b>	<b>Representative Name</b>
2012-0000080	[REDACTED]	[REDACTED]
<b>Energy Type</b>	<b>Consumer Address</b>	<b>Representative Address</b>
Gas	[REDACTED]	
<b>Account Number</b>	<b>Consumer Phone</b>	<b>Representative Phone</b>
[REDACTED]	[REDACTED]	[REDACTED]
	<b>Consumer E-mail</b>	<b>Representative E-mail</b>
	[REDACTED]	[REDACTED]
<b>Synopsis</b>		

From: [REDACTED]  
Sent: December 21, 2011 11:53 AM  
To: Market Operations  
Subject: [REDACTED] Violation of the Energy Consumer Protection Act

We are acting as agents for [REDACTED] (Union Gas Account [REDACTED]). This gas account has an annual volume of less than 50,000 m3 and was signed to a retail contract with [REDACTED] for a 4 year term commencing May 1, 2007. This contract should have expired on April 30, 2011 and the customer returned to system gas.

Instead [REDACTED] auto-renewed this contract. They claim that they sent a renewal package (copy attached) and auto renewed it because the customer did not respond. The customer never received the renewal package that [REDACTED] alleged was mailed.

In our opinion, the contract should not have been auto-renewed. Under section 16 (1) of the Energy Consumer Protection Act it states:

If a contract was entered into before the day this section comes into force, it shall not be renewed or extended unless the supplier amends the contract to give to the consumer the right to cancel the contract at any time during the renewed or extended term of the contract.

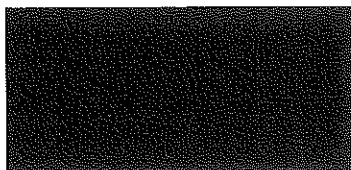
[REDACTED] had not amended the original contract that was signed.

In addition, upon examining the copy of the renewal package that [REDACTED] claims to have sent, it is evident that the price comparison sheet was inaccurate and misleading. Under Part B- Contract Price if you purchase your natural gas from [REDACTED] it shows the Storage Charge as 'N /A', when the customer was actually charged a Storage Charge by the Utility. Therefore [REDACTED] engaged in an 'Unfair Practice'.

We spoke to [REDACTED] of [REDACTED] who agreed to cancel the contract effective January 1, 2012. However, [REDACTED] has refused our request to make [REDACTED] whole, by refunding the difference between what they were charged and the utility rate (commodity and transportation) for the period May 1, 2011 to Dec 31, 2011.

We seek your assistance in this matter.

Regards,  
[REDACTED]



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#### Relevant Legislation/Regulatory Instruments

<u>Instrument</u> <u>Type</u>	<u>Regulatory</u> <u>Instrument</u>	<u>Chapter</u>	<u>Section</u>	<u>Sub Section</u>	<u>Other</u>	<u>Legislation/</u> <u>Regulatory</u> <u>Instrument</u>	<u>Section</u> <u>Reference</u>
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**Classification****Classification****Topic****Sub Topic**

---

**Issue**

Issue

Comments

---

**Results**

Result

Details

Assessment

---

**Agent Incident Tracking**

Agent Name from Stakeholder

Agent ID from Stakeholder

---

Agent Name

Unknown

Agent ID

Date of Initial Training

Number of  
Contracts Signed

Training Test Score %

Number of  
Contracts  
Reaffirmed

Date of Retraining

Agent Action Taken

Training Test Score  
Following Retraining %Miscellaneous Agent  
Information

---

**Contract Incident Tracking**

Contract Type

Enrollment

Reaffirmation

Renewal

Cancellation

Cancellation

Fees

Disclosure  
StatementPrice  
Comparison

---

## Outstanding Items

Activity Type	Due Date	Assigned to Employee	Assigned to Contact	Completed Date
Note	2/24/2012	Lester Yue		2/24/2012
Notes: Called the customer however I was told that he was unavailable at the moment.				
To-Do	7/23/2012	Lester Yue		4/17/2012
Notes: Deadline to Close Market Analysis				
Note	2/24/2012	Lester Yue		2/24/2012
Notes: Spoke to [REDACTED] on the phone. I explained to the representative that we are still reviewing his case and that I will contact them once I know further and receive a response from [REDACTED].				
Note	3/2/2012	Lester Yue		3/2/2012
Notes: RAP for [REDACTED] was extended as they have asked for an extension as they require more time to provide a response back to the OEB.				
Note	3/13/2012	Lester Yue		3/13/2012
Notes: Called the customer and left a message to inform them that we are still currently investigating his file and that additional time is needed.				
Note	3/29/2012	Lester Yue		3/29/2012
Notes: Called the customer to explain that I am still working on his file however with the assistance of my manager. I explained that I will contact him further when we come closer to a resolution or a response for his case.				
Note	4/17/2012	Lester Yue		4/17/2012
Notes: Called [REDACTED] and left him a message informing him that I am still in the middle of reviewing his file with my manager and that I will contact him when I know any further. I apologized for any delay that may have occurred however informed [REDACTED] that there are various details that the OEB is looking into at the moment regarding his file.				
Note	3/1/2013	Donna Kinapen		3/1/2013
Notes: Received letter from [REDACTED] indicating, without admission of wrongdoing, that they would be reimbursing [REDACTED] for the period early 2011 to December 2011. They will be communicating this to the consumer shortly. Letter attached to file.				
Note	4/9/2013	Donna Kinapen		4/9/2013

Notes: I spoke to [REDACTED] this morning. He stated the issue has not been resolved as his client is asking for all monies paid under the contract to be refunded while [REDACTED] is offering only the difference between the utility price and the contract price. He referred to the ECPA and claimed it was "permissible" to request all monies be repaid.

I clarified that under the ECPA, this would apply to contracts deemed void. In this instance [REDACTED] continues to hold the contract as valid and the offer made was done so in an effort to resolve the dispute, with no admission of error.

[REDACTED] continues to believe the contract was not properly executed, that the disclosure statement being sent indicated the status of the account as low-volume, the fact that the disclosure statement erred in showing Storage as n/a was a misrepresentation, that the contract was not verified. All of these lead him to believe that the contract should be void and therefore his client should be entitled to a full refund of all monies paid. He wants to know what the OEB's position is on the issues above.

He is going to go back and review the ECPA again and respond.

---

Note	3/25/2013	Donna Kinapen	3/25/2013
------	-----------	---------------	-----------

Notes: Karim,

[REDACTED] contacted the customer by e-mail about a week ago, asking him to call them to discuss the settlement offer. He responded by asking them to send the offer by e-mail so that he could review it.

[REDACTED] refused to do so, stating that they needed to speak to him first. I called [REDACTED] at his request, to discuss the offer, but was told that they couldn't discuss it with me as it was confidential.

As you are aware, [REDACTED] acting as [REDACTED]' agent, brought the original complaint about [REDACTED] violation of the Energy Consumer Protection Act to the OEB's attention.

The customer is looking to be reimbursed for the entire commodity and transportation costs billed by [REDACTED] since May 1, 2011 (not just the difference between these rates and those that would have been charged by the customer's utility).

Would you kindly ask [REDACTED] to send the details of their settlement offer to the OEB as this complaint is being dealt with by your team?

Regards,  
[REDACTED]

---

Note	6/12/2013	Donna Kinapen	6/12/2013
------	-----------	---------------	-----------

Notes: have not heard from consumer in two months - closing file

# Resolution Action Plan (RAP)

Date Printed: October 25, 2017

Time Printed: 11:44:31AM

---

## Assignment

**RAP Date Assigned**  
2012/03/14

**Due Date**  
2012/03/28

**Date Completed**  
2012/03/29

**Cause for RAP**  
Immediate escalation to Compliance

**2nd Cause for RAP**

---

## Details

**Reference Number**  
2012-0000080

**Consumer Name**  
[REDACTED]

**Representative Name**  
[REDACTED]

**Energy Type**  
Gas

**Consumer Address**  
[REDACTED]

**Representative Address**

**Account Number**  
[REDACTED]

**Consumer Phone**  
[REDACTED]

**Representative Phone**  
[REDACTED]

**Date Received**  
2012/01/04

**Consumer Email**  
[REDACTED]

**Representative Email**  
[REDACTED]

**Synopsis**

From: [REDACTED]  
Sent: December 21, 2011 11:53 AM  
To: Market Operations  
Subject: [REDACTED] Violation of the Energy Consumer Protection Act

We are acting as agents for [REDACTED] (Union Gas Account [REDACTED]). This gas account has an annual volume of less than 50,000 m3 and was signed to a retail contract with [REDACTED] for a 4 year term commencing May 1, 2007. This contract should have expired on April 30, 2011 and the customer returned to system gas.

Instead [REDACTED] auto-renewed this contract. They claim that they sent a renewal package (copy attached) and auto renewed it because the customer did not respond. The customer never received the renewal package that [REDACTED] alleged was mailed.

In our opinion, the contract should not have been auto-renewed. Under section 16 (1) of the Energy Consumer Protection Act it states:

If a contract was entered into before the day this section comes into force, it shall not be renewed or extended unless the supplier amends the contract to give to the consumer the right to cancel the contract at any time during the renewed or extended term of the contract.

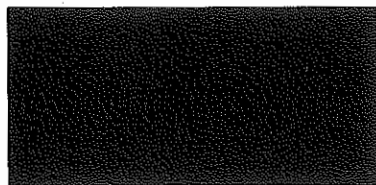
[REDACTED] had not amended the original contract that was signed.

In addition, upon examining the copy of the renewal package that [REDACTED] claims to have sent, it is evident that the price comparison sheet was inaccurate and misleading. Under Part B- Contract Price if you purchase your natural gas from [REDACTED] it shows the Storage Charge as 'N/A', when the customer was actually charged a Storage Charge by the Utility. Therefore [REDACTED] engaged in an 'Unfair Practice'.

We spoke to [REDACTED] of [REDACTED] who agreed to cancel the contract effective January 1, 2012. However, [REDACTED] has refused our request to make [REDACTED] whole, by refunding the difference between what they were charged and the utility rate (commodity and transportation) for the period May 1, 2011 to Dec 31, 2011.

We seek your assistance in this matter.

Regards,  
[REDACTED]



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**Complaint Classification**  
Customer Service, Contract

---

**Stakeholder Comments/Corrections**



---

### Resolution Requested

Please see additional RAP questions below as the OEB requires further clarification on this file to assist in a resolution.  
Please reimburse the customer for the renewal period starting from May 1st, 2011 to December 31st, 2011.

---

### Resolution Action Plan

### Question

As per Instruction number 1 as prescribed by the Ontario Energy Board, it requires the marketer to indicate specifically whether the charges for Transportation and Storage are the marketer's price or the utility price. Please review of the customer's renewal package that [REDACTED] provided to the OEB and provide your thoughts. Please reimburse the customer for the renewal period that they flowed.

Please provide a valid reaffirmation call for the customer as they are in fact a small volume customer. The OEB has confirmed this with the utility. The customer has never been above 50,000 per cubic meters annually since 2006 when the contract was signed.

Please provide evidence to the OEB that the customer is above the volume of 50,000 per cubic meter annually. Regardless of the estimate that the customer may have been contracted as originally, from our investigation we are now aware that the customer has always been below the 50,000 per cubic meter volume mark since the date of the original contract. Please provide what evidence [REDACTED] is basing that the customer should be placed in large volume category for this one account? Furthermore, on what basis is [REDACTED] using the account#: [REDACTED] to consider the account#: [REDACTED] a large volume? It is our understanding that separate accounts equate to separate meters and in this case separate contracts and should not be combined together. On what rule is [REDACTED] currently using to combine both accounts?

After review by the Ontario Energy Board it was discovered that [REDACTED] did not follow proper procedures as set out by instructions 1 for price comparisons. The price comparison does not provide the amount being charged for storage in Part B of the price comparison; instead it states N/A which does not meet the Board's requirements for a valid renewal. As the price comparison was not sent out properly in a valid renewal package as per OEB regulation, [REDACTED] should reimburse the customer for the renewal time period that they flowed from the invalid renewal package.

### Response

### Previous Response

[REDACTED]  
contracted with [REDACTED]  
[REDACTED] to provide natural gas to two locations totaling 170,000m3. As a result, [REDACTED] received a commercial rate substantially lower than [REDACTED]

residential rate for that time. As the contract was signed on the basis of a large volume user, the ECPA renewal requirements were not applicable. [3/12/2012 5:30:30 PM]<BR>

As [REDACTED] accounts totaled 170,000m3, reaffirmation was not applicable. [3/12/2012 5:30:30 PM]<BR>

Complaint is being reviewed [3/29/2012 9:50:40 AM]<BR>An extension was requested. [REDACTED] would like more time in order to respond adequately respond to these questions. [3/21/2012 4:12:24 PM]<BR>

Complaint is being reviewed [3/29/2012 9:50:40 AM]<BR>An extension was requested. [REDACTED] would like more time in order to respond adequately respond to these questions. [3/21/2012 4:12:24 PM]<BR>

Why did [REDACTED] send the customer a price comparison and disclosure statement if they consider the customer a large volume customer? Please explain to the OEB [REDACTED] reasoning behind this action.

As [REDACTED] has now informed the OEB that there are two accounts present for the customer, please provide the location of the two separate accounts.

Please provide the current flow status for both accounts.

Please provide a copy of the original contract for acc#: [REDACTED] that [REDACTED] [REDACTED] has informed the OEB of in their response.

Complaint is being reviewed  
[3/29/2012 9:50:40 AM]<BR>An extension was requested. [REDACTED]  
would like more time in order to respond adequately respond to these questions.  
[3/21/2012 4:12:24 PM]<BR>

Complaint is being reviewed  
[3/29/2012 9:50:40 AM]<BR>An extension was requested. [REDACTED]  
would like more time in order to respond adequately respond to these questions.  
[3/21/2012 4:12:24 PM]<BR>

Complaint is being reviewed  
[3/29/2012 9:50:40 AM]<BR>An extension was requested. [REDACTED]  
would like more time in order to respond adequately respond to these questions.  
[3/21/2012 4:12:24 PM]<BR>

Complaint is being reviewed  
[3/29/2012 9:50:40 AM]<BR>An extension was requested. [REDACTED]  
would like more time in order to respond adequately respond to these questions.  
[3/21/2012 4:12:24 PM]<BR>

---

## Stakeholder Responses

### Acknowledgement Call Details

On February 28, 2012 [REDACTED] received a RAP complaint from the OEB.

### Complaint History

On February 18, 2005 [REDACTED] signed contract for account [REDACTED] for 5 years effective April 1, 2005 for a contracted volume of 170,000m3 annually.

On February 28, 2006 [REDACTED] signed contract for account [REDACTED] for 1 year effective May 1, 2006 for a contracted volume of 50,000m3 annually.

On February 14, 2011 [REDACTED] mailed a renewal package to the customer for account [REDACTED]

On May 1, 2011 the 1 year renewal flowed.

On December 1, 2011 [REDACTED] who is [REDACTED] agent called [REDACTED] inquiring about why the contract is still flowing. [REDACTED] advised [REDACTED] that the renewal package was sent out and [REDACTED] did not contact [REDACTED] to cancel.

On December 6, 2011 [REDACTED] called [REDACTED] requesting a copy of the renewal package. [REDACTED] emailed to him the same day.

On January 1, 2012 the renewal was dropped.

**Action to Resolve**

As a gesture of goodwill [REDACTED] cancelled the renewal.

**Rational**

See action to resolve.

**Timing of Resolution**

The renewal drop date was January 1, 2012.

---

**RAP Supporting Material****Attachment Name**

Renewal Package.pdf

**Attachment Type**

Licensee's Response

---

**RAP Status****RAP Completed By** [REDACTED]

Complete / Incomplete ? Complete

---

**Consumer Complaint Response****Licensee Action Required****Account History**

Licensee to review consumer file and Complaint including contract, recorded telesales calls, reaffirmation calls, correspondence with consumer and account history. Details to be provided in response here.

On February 28, 2006 the contract was signed by [REDACTED]

On May 1, 2006 the program flowed.

On February 14, 2011 [REDACTED] mailed a renewal package to the customer.

On May 1, 2011 the 1 year renewal flowed.

On December 1, 2011 [REDACTED] who is [REDACTED] agent called [REDACTED] inquiring about why the contract is still flowing. [REDACTED] advised [REDACTED] that the renewal package was sent out and Bob did not contact [REDACTED] to cancel.

On December 6, 2011 [REDACTED] called [REDACTED] requesting a copy of the renewal package. [REDACTED] emailed to him the same day.

On January 1, 2012 the renewal was dropped.

**Contact Consumer**

Call consumer to confirm receipt of Complaint from OEB and discuss complaint details.

On January 9, 2012 [REDACTED] left a message for the customer advising we received their complaint.

**Prior Action to Resolve**

Provide explanation of why the issue was not resolved at the initial contact from the consumer.

[REDACTED] previously cancelled the renewal as requested.

**Licensee Resolution with Consumer**

The licensee resolution including timing and method of communication with consumer.

As the customer did not contact [REDACTED] as outlined in the renewal package, the contract was automatically renewed for 1 year. [REDACTED] will not rebate the customer for the requested time frame as they did not contact [REDACTED] within the renewal timeline. This customer is also a large volume user.

**Licensee Internal Action**

Detail action to be undertaken within licensee to address systemic issue or clarify position. Include actions such as agent retraining, agent discipline, call centre script changes, etc.

N/A

#### Timing of Resolution

What is the timing for resolution to be implemented?

An account resolution letter will be mailed by January 27, 2012.

#### Copy of Material to Consumer

Licensee to provide copies of material to consumer. Include copy of contract or telesales recording, terms and conditions, reaffirmation call and any correspondence with the consumer. Provide details on when/how sent to consumer.

An account resolution letter will be mailed by January 27, 2012.

#### Copy of Material To OEB

Attach same copies as above to OEB.

See attached for a copy of the contract and account resolution letter. Reaffirmation was not required as this customer is a large volume user

---

### CCR Supporting Material

**Attachment Name**  
Account Resolution Letter.pdf

**Attachment Type**  
3:35:59PM

---

### Licensee Closure

**Licensee Response Date**  
2012/01/27

**Resolution**  
Contract Valid

**Action**  
Renew Cancelled

**Reimbursement Amount**

**CCR Additional Comments**

**Completed By**  
[REDACTED]

**Chris Marijan**

---

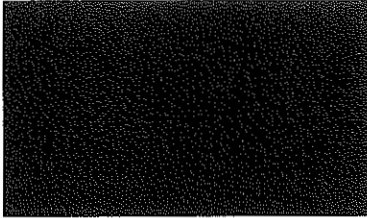
**From:** [REDACTED]  
**Sent:** Thursday, February 28, 2013 6:05 PM  
**To:** Donna Kinapen  
**Cc:** Mondrow, Ian  
**Subject:** OEB File [REDACTED]  
**Attachments:** 2270\_001.pdf.pdf

Donna,

I have attached additional correspondence regarding the above complaint.

Please contact me if you wish to discuss further.

Regards,



**DISCLAIMER:** This e-mail message is intended only for the named recipient(s) above and may contain information that is privileged, confidential and/or exempt from disclosure under applicable law. If you have received this message in error, or are not the named recipient(s), please immediately notify the sender and delete this e-mail message. **AVERTISSEMENT:** Le present message courriel est destine uniquement au(x) destinataire(s) dont le nom figure ci-dessus et peut contenir des renseignements privileges, confidentiels et/ou qui ne doivent pas etre divulgues conformement a la loi applicable. Si vous avez recu ce message par erreur ou que vous n etes pas le(s) destinataire(s) vise(s), veuillez en aviser immediatement l expéditeur et supprimer ce message courriel.

February 28, 2013

VIA E-MAIL

Donna Kinapen  
Manager, Complaints  
Compliance and Consumer Protection  
Ontario Energy Board  
27<sup>th</sup> Floor, 2300 Yonge Street  
Toronto, Ontario  
M4P 1B4

Dear Ms. Kinapen:

Re: OEB File #2012-0000080 - [REDACTED]

Further to our earlier correspondence regarding this customer, I write to provide you with an update on [REDACTED] response to [REDACTED] concerns.

In the hopes of resolving this matter with [REDACTED] I am directed to offer the customer a payment of \$3,456.70, without prejudice or admission of obligation on [REDACTED] part or of merit in [REDACTED] positions. This amount is equal to the total payments made by [REDACTED] for gas supply to his Union Gas franchise area location, from and after renewal of his gas supply agreement for that location in early 2011 and through to the December 1, 2011 effective date of cancellation of that contract by [REDACTED] (unilaterally and a gesture of goodwill). The payment will be made provided that [REDACTED] agrees to provide a full and final release to [REDACTED]. We will be contacting [REDACTED] directly to advise him of our proposal.

Notwithstanding our attempts to resolve this matter directly with our customer, it remains [REDACTED] view that [REDACTED] was neither misled nor confused, but rather that he entered into the various iterations of his gas supply arrangements with [REDACTED] purposefully and with eyes wide open. In particular, I would reiterate the following facts, which you are already aware of:

- \* [REDACTED] has been consuming approximately 168,000 m3 of natural gas annually (under its Enbridge and Union accounts combined). At the time of contracting with [REDACTED], [REDACTED] provided its own estimates of consumption, being 50,000 m3 on the Union account and 170,000 m3 on the Enbridge account. The customer represented themselves to [REDACTED] as a high volume gas consumer, even on an individual account basis, and as a result received [REDACTED] large volume pricing (being 5.6 cents, or 17%, below [REDACTED] non-low volume pricing).

.../2

- The owner and operator of [REDACTED], [REDACTED], with whom we have dealt with throughout our relationship with this customer, has been buying gas from [REDACTED] at a high volume customer level, without incident or complaint, since early 2005. Initial supply was to the Enbridge account, with the Union location being added about a year later. [REDACTED] gas supply to the customer's Enbridge location has been uninterrupted, and continues. [REDACTED] supply to the customer's Union location was renewed by the customer in October 2006 (effective in May, 2007), for 4 years.
- For five and a half years, and through a number of renewal periods, no complaint has ever been raised by this customer.

While [REDACTED] has acknowledged that it sent, in error, a low-volume renewal price comparison form to [REDACTED] in connection with the most recent renewal of supply to the customer's Union location, and that such price comparison form itself contained an error (omitting a separate storage cost figure), it is clear to us that [REDACTED], on behalf of the customer, has at all times been fully aware of the nature and details of the gas supply arrangements which he made on behalf of his business. This is clearly not an instance of a customer being misled or misunderstanding the nature of the gas supply arrangements contracted for. Quite the opposite, [REDACTED] appears to have known exactly what he was doing, to the point of ensuring that his incremental supply to the Union location had the same benefit of [REDACTED] large volume pricing as the supply provided at the Enbridge location. In all of these circumstances, reference by this customer to the technical compliance requirements applicable to low-volume gas supply arrangements in seeking to extricate itself from a portion of its gas supply arrangements is disingenuous.

It remains [REDACTED] position that [REDACTED] is a large volume customer supplied to two locations, and not two separate customers. As you know, the Board's concerns with this position are currently under review by our legal counsel, and will be addressed separately from this particular customer file.

Nonetheless, in order to resolve [REDACTED] complaint, but expressly without admission or acknowledgement that the complaint has any merit, [REDACTED] has: i) unilaterally cancelled the supply to the customer's Union location; and now ii) proposes to refund the customer all amounts paid to [REDACTED] for supply of gas to its Union location from and after the 2011 renewal of its supply contract (with the result that the customer will have consumed free gas at that location during the currency of its now cancelled supply contract, at [REDACTED] expense).

We trust that this information is of some assistance to the Board in considering this matter. We do not believe that there is any further action required in respect of this matter.

Yours truly,

[REDACTED]

Cc: Mr. Ian Mondrow, Gowlings



**TAB 7**

Tab D to Stockwoods letter to Gowling WLG dated November 1, 2017

## COMPLAINT FILE SUMMARY

File Number: 2012-0009682

Date Received: 08/20/2012

File Status: Closed

### Consumer Information

---

Name: [REDACTED]

Address 1: N/A

Address 2:

City: N/A

Province: ON

Postal Code: N/A

Telephone: [REDACTED]

Fax:

Email:

### Utility/LDC Information

---

Account Number:

Licence Type: Gas Distributor

Utility Name: Enbridge Gas Distribution Inc.

### Marketer/Retailer Information

---

Licence Type: Gas Marketer

Marketer/Retailer Name: [REDACTED]

Marketer/Retailer (or  
Licence) No.:

Agent Name:

Wearing ID: Unknown

Provided Business Card: Unknown

Wearing Uniform: Unknown

Privacy Consent  
Confirmed: Yes

**Ontario Energy Board**  
**COMPLAINT FILE SUMMARY**

Page 2 of 4

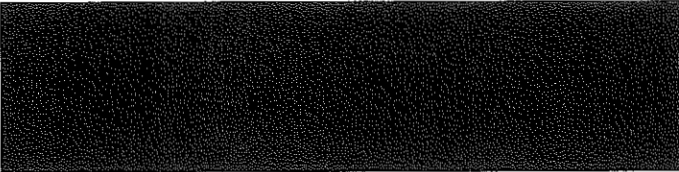
Date Printed: October 25, 2017


Time Printed: 11:15:13AM

**Complaint Information**

**Complaint Details:**

The 3rd party will speak on the consumer's behalf:



Please see attached letter. The 3rd party has identified a number of different issues with their  contract.

Please respond to the 3rd party and to the Board on each of the points outlined in the complaint letter.

vb

**Requested Action:** Cancel Contract Without Penalty

**OEB Action:** CCR Form sent to Licensee

**Resolution:**

**Resolution Details:**

Classification	Topic	Sub Topic
Contract	Renewal	renewed without consent
Contract	Change to Conditions During Term	Did not consent to change
Agent Conduct	Misrepresentation of price	Guarantee of savings

**Ontario Energy Board**  
**COMPLAINT FILE SUMMARY**

Page 3 of 4

Date Printed: October 25, 2017

Time Printed: 11:15:13AM

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## Complaint File Notes

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File Number: 2012-0009682

Activity Type	Date Create	Date Due	Date Completed
---------------	-------------	----------	----------------

To-Do	2013/09/23	2013/09/23	2013/09/23
-------	------------	------------	------------

**Notes**

The consumer has come back to the Board stating she is not being let out of her contract. She indicated to me that she sent a letter back in October for opting out of renewal, and [REDACTED] still has her in a contract. She is stating she has tried to contact them but can't seem to get a response.

To-Do	2013/09/23	2013/09/23	2013/09/23
-------	------------	------------	------------

**Notes**

Hi Joe, The consumer has come back to the Board stating she is not being let out of her contract. She indicated to me that she sent a letter back in October for opting out of renewal, and [REDACTED] still has her in a contract. She is stating she has tried to contact them but can't seem to get a response.

To-Do	2012/10/04	2012/11/16	2012/10/11
-------	------------	------------	------------

**Notes**

Resolve this Complaint by the due date

Note	2012/10/02	2012/10/02	2012/10/02
------	------------	------------	------------

**Notes**

13:52 - I received a voicemail from the 3rd party.

14:56 - I called him back and we discussed the complaint. I went through [REDACTED] response with him, advised him that I thought that there might be some issues with the response and described our escalation process.

To-Do	2012/10/02	2012/10/02	2013/01/04
-------	------------	------------	------------

**Notes**

## COMPLAINT FILE SUMMARY

Hi Andy,

The consumer's complaint is set out in a .pdf file (letter) but the basic issue is that [REDACTED] is charging the consumer rates listed on an unsigned "letter" rather than on the original signed contract. There are other issues, which you can find detailed in that letter. The complaint relates to contracts signed in June 2009.

The consumer signed an electricity contract for 3 years at 6.2 cents/kWh for 5 different accounts:

[REDACTED]  
(not included in the complaint)

The consumer signed a natural gas contract for 2 years at 34.1 cents/m3 for 5 different accounts:

[REDACTED]  
(not included in the complaint)

[REDACTED] has indicated in their very brief response: "The customer's accounts accumulate to over 50,000m3. This customer also signed a contract based on [REDACTED] large volume pricing." From what I remember Sophie saying, I do not believe that [REDACTED] is allowed to add up multiple accounts in order to form one single "large volume" account.

Additionally, [REDACTED] says that, "They would need to contact our Commercial team to resolve their issue." However, part of the complaint is that [REDACTED] has not been responding to the consumer's attempts (nor the 3rd party's attempts) to get information on these contracts. Additionally, [REDACTED] did not respond to the comments on the electricity contract at all - even though they have a license obligation to do that. Part of that is my fault for not sending a second complaint for electricity, which I should have done. I think I didn't realize when I sent the complaint that there was an electricity component.

There was some correspondence sent to you in September but the file wasn't formally escalated at that time. Can you please look into these issues with [REDACTED]? The consumer is 79 years old and is struggling with her bills, according to the 3rd party, her lawyer. As you can see from the complaint letter, they believe the contracts should have expired in 2011 but they're still flowing.

If you could attend to this file as soon as possible I would really appreciate it. Thank-you,

Heather

To-Do	2012/09/24	2012/09/24	2013/01/04
-------	------------	------------	------------

**Notes**

\*\*\*\*Sept 24/12 - FYI: new correspondence attached to case

existing contract issue with [REDACTED] - Maloney

Correspondence	2012/09/24	2012/10/09	2012/09/24
----------------	------------	------------	------------

**Notes**

Attaching document to interaction. Respond ; \*\*\*\*Sept 24/12 - FYI: new correspondence attached to case

existing contract issue with [REDACTED] - Maloney

Note	2012/08/20	2012/09/10	2012/09/10
------	------------	------------	------------

**Notes**

Sent CCR

Date Printed : October 25, 2017  
Time Printed : 11:15:45AM

## Consumer Complaint Response

2012-0009682

### Assignment

Licensee Name

Date Received

08/20/2012

Sent to Licensee Date

08/20/2012

Licensee E-mail:

Licensee Phone:

Consumer

Provided

Agent Name:

Licensee

Provided

Agent Name:

CCR Complaint Status

Completed

Licensee Response Date

09/10/2012

Licensee Representative

Consumer

Provided

Agent ID

Licensee

Provided

Agent ID

### Complaint Details

Reference Number

2012-0009682

Energy Type

Gas

Account Number

Consumer Name

Consumer Address

N/A

N/A, ON

N/A

Consumer Phone

Consumer Email

Representative Name

Representative Address

Representative Phone

Representative E-mail

Classification

Contract

Topic

Renewal

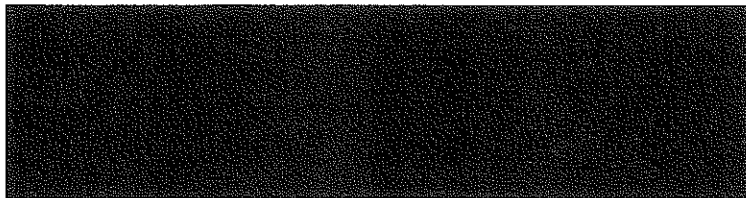
Sub-Topic

renewed without consent

---

## Synopsis

The 3rd party will speak on the consumer's behalf :



Please see attached letter . The 3rd party has identified a number of different issues with their [redacted] contract.

Please respond to the 3rd party and to the Board on each of the points outlined in the complaint letter.

---

## Consumer Resolution Requested

Cancel Contract Without Penalty

## Privacy Consent

Approval to share info with OEB	Yes
Approval to share info with stakeholder	Yes
Approval to share info with 3rd party	Yes

## Questions

## Answers

Licensee to review consumer file and Complaint including contract, recorded telesales calls, reaffirmation calls, correspondence with consumer and account history. Details to be provided in response here.

This is a large volume account. The customer's accounts accumulate to over 50,000m3. This customer also signed a contract based on [REDACTED]'s large volume pricing.

Call consumer to confirm receipt of Complaint from OEB and discuss complaint details.

On August 21, 2012 [REDACTED] left a message for the customer advising we received their complaint.

Provide explanation of why the issue was not resolved at the initial contact from the consumer.

No prior action taken as this is a large volume user. They would need to contact our Commercial team to resolve their issue.

The licensee resolution including timing and method of communication with consumer.

No License Resolution taken as this is a large volume user. They would need to contact our Commercial team to resolve their issue.

Detail action to be undertaken within licensee to address systemic issue or clarify position. Include actions such as agent retraining, agent discipline, call centre script changes, etc.

N/A

What is the timing for resolution to be implemented?

No Timing of Resolution taken as this is a large volume user. They would need to contact our Commercial team to resolve their issue.

Attach same copies as above to OEB.

No Copy of Materials to Consumer as this is a large volume user. They would need to contact our Commercial team to resolve their issue.

No Copy of Materials to OEB as this is a large volume user. They would need to contact our Commercial team to resolve their issue.

## Agent Tracking

Agent Name from Licensee

Date of Initial Training

Agent Id from Licensee

Training Test score %

Date Agent Active

Date of Retraining

Number of Contracts signed

Test score following Retraining

Number of Contacts Reaffirmed

Agent Action Taken

Agent Status

Compliant against Agent

Date Agent Inactive

Agent Trained by

Third Party Agency

## Supporting Material



**CCR Status**

Status Complete

Owner Chung,Ar

Action Level Level 1

Interaction Status Closed

Due Date: 9/10/2012

Licensee Response Date: 9/10/2012

Review Complete Date: 10/11/2012

**Yes/No Values**

Please Choose a Value

Notes

Review Synopsis

Review Licensee CCR Response :

Regulated Activity :

Attachments Included :

Large Volume Account.

Review BillingPayment History :

Review Metering Activity :

Review Disconnection Process :

Review Customer Service Rules :

Review Facility Related Activity :

Review (other) 1:

Review (other) 2:

Review (other) 3:

Closure Action: Refer to CDRS for further an CCR Reviewed Yes

complaint.pdf

privacy consent.pdf

**Licensee Closure****Resolution**

Contract Valid

**Action**

Other - see additional comments

**CCR Completed By**

Nmatadin

**Reimbursement Amount****Additional Comments**

This is a large volume user with volumes exceeding 50,000m3. This customer will need to contact [REDACTED]'s commercial team to resolve thier complaint .

# CDRS Summary

2012-0009682

Date Printed: 2017/10/25

Officer	Donna Kinapen	Interaction	2012-0009682
Start Date	10/4/2012	End Date	4/10/2012
Date of Original Contract	6/27/2007	Date Contract Renewed	10/1/2012
		Compliance CCR Reviewed?	<input type="checkbox"/> No

Assignment OEB Received Date 8/20/2012

Licensee Name [REDACTED]

Licensee Representative Utility Name Enbridge Gas Distribution Inc.

Phone Ext.

E-mail

## Complaint Details

Reference Number	Consumer Name	Representative Name
2012-0009682	[REDACTED]	[REDACTED]
Energy Type	Consumer Address	Representative Address
Gas	N/A, ON N/A	[REDACTED]
Account Number	Consumer Phone	Representative Phone
	[REDACTED]	[REDACTED]
	Consumer E-mail	Representative E-mail

## Synopsis

The 3rd party will speak on the consumer's behalf :

[REDACTED]

Please see attached letter. The 3rd party has identified a number of different issues with their [REDACTED] contract.

Please respond to the 3rd party and to the Board on each of the points outlined in the complaint letter.

vb

---

**Relevant Legislation/Regulatory Instruments**

<u>Instrument Type</u>	<u>Regulatory Instrument</u>	<u>Chapter</u>	<u>Section</u>	<u>Sub Section</u>	<u>Other</u>	<u>Legislation/ Regulatory Instrument</u>	<u>Section Reference</u>
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**Classification**

<u>Classification</u>	<u>Topic</u>	<u>Sub Topic</u>
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**Issue****Issue****Comments**

Contract

four multi-residential properties aggregated into one contract, no reaffirmation undertake, autorenewed. Company claims large volume therefore not OEB's jurisdiction

---

**Results****Result****Details**

Note - RAP closed by Complaints manager - [REDACTED] indicated would not be responding as consumer is a large volume customer. Review of volume status underway.

**Assessment**

---

**Agent Incident Tracking**

Agent Name from Stakeholder

Agent ID from Stakeholder

---

Agent Name

Agent ID

Date of Initial Training

Number of  
Contracts Signed

Training Test Score %

Number of  
Contracts  
Reaffirmed

Date of Retraining

Agent Action Taken

Training Test Score  
Following Retraining %Miscellaneous Agent  
Information

---

**Contract Incident Tracking**

Contract Type

Enrollment

Reaffirmation

Renewal

Cancellation

Cancellation  
FeesDisclosure  
StatementPrice  
Comparison

---

## Outstanding Items

Activity Type	Due Date	Assigned to Employee	Assigned to Contact	Completed Date
To-Do	3/4/2013	Andy Chung		
Notes: Deadline to Close Market Analysis				
Note	10/4/2012	Andy Chung		10/4/2012
Notes: Customer signed two contract on the same day . One was for 2 years and the other for 3 years. No terms and conditions was provided to the cutomer which indicates that the contract can go beyond June 4, 2012. Customer doesn not know when the contract flowed . Followed up with RAP .				
Note	10/16/2012	Andy Chung		10/16/2012
Notes: [REDACTED] does not want to respond by RAP they are contacting Karim with regards to this issue . Please see documentation .				
Note	10/16/2012	Andy Chung		10/16/2012
Notes: Emailed Enbridge for consumption volume for customer.				
Note	10/24/2012	Andy Chung		10/24/2012
Notes: Lawyer called staff and informed me that they have not heard back from any Board staff . Informed the lawyer that it is my understanding that management is working on this file . (please see email from [REDACTED] attached). I was told my management that they were looking into this issue and is waiting for a response back from Enbridge . Customer's representative was not informed of this . Laywer is going to follow up with manager if he does not hear back from the end of the day .				
Note	10/24/2012	Andy Chung		10/24/2012
Notes: Hi Donna: I've transfered this file to you since [REDACTED] informed me on October 16, 2012 that this OEB RAP will be responded through Karim Karsan . (email attached)				
IA To-Do	10/24/2012	Donna Kinapen		10/29/2012
Notes: Hi Donna: I've transfered this file to you since [REDACTED] informed me on October 16, 2012 that this OEB RAP will be responded through Karim Karsan . (email attached)				
Note	10/25/2012	Donna Kinapen		10/25/2012
Notes: Left message for [REDACTED] legal counsel [REDACTED] letting him know we were reviewing the file and hoped to provide a response within a couple weeks .				

Note	10/29/2012	Donna Kinapen	10/29/2012
Notes:	Spoke with [REDACTED] legal counsel, advised were continuing to look at the file as OEB staff and the company have a different interpretation of [REDACTED] consumption (low-volume vs. large volume). Would probably take a week or two before I may have an answer.		
Note	11/6/2012	Donna Kinapen	11/6/2012
Notes:	returned [REDACTED] voicemail of November 5th on the 6th. Left a message indicating we were still reviewing her file to determine whether the contracts are large volume or small which would determine whether or not we have authority.		
Note	2/5/2013	Donna Kinapen	2/5/2013
Notes:	Left a voicemail for [REDACTED] lawyer asking if he had copies of the June 2007 natural gas agreement and whether [REDACTED] was directly involved in the operation and maintenance of the properties or whether she had assistance.		
Note	2/7/2013	Donna Kinapen	2/7/2013
Notes:	Spoke to [REDACTED]. Let him know i had received a voicemail from [REDACTED] following up. Discussed the fact that there appeared to be an original 2007 contract which may have been amended in 2009 by [REDACTED] signing a new 2 year agreement. [REDACTED] indicated he would try to locate the 2007 agreement and also provide me with a general idea of the extent of [REDACTED] involvement in the operation of the buidlings. [REDACTED] would contact [REDACTED] to provide her with an update.		
Note	4/9/2013	Donna Kinapen	4/9/2013
Notes:	Left a voicemail for [REDACTED] asking him to call me to discuss the file.		
Note	4/10/2013	Donna Kinapen	4/10/2013
Notes:	Spoke to [REDACTED]. Advised there was no further action the Board could undertake as this appeared to be a contractual issue over the effective start / end dates between the 2007 and 2009 contracts. Suggested he speak to [REDACTED] again to get a copy of the 2007 contract referred to by [REDACTED].		
	Discussed whether [REDACTED] was a low or large volume customer. Explained staff's view versus [REDACTED] position.		
	Indicated file will be closed. [REDACTED] asked whether there was any "appeal" and told him he could ask for my managing director to review although did indicate that he was aware of the decision.		
Note	9/23/2013	Donna Kinapen	9/23/2013
Notes:	Returned [REDACTED] call. Advised her that there was no further action to be taken by the Board and that [REDACTED] had been made aware. The consumer has been undertaking research and believed the ECPA could assist her. Explained that the ECPA related only to low -volume gas contracts, her was a large volume contract and as such, was outside of the OEB's jurisdiction as we don't licence for large volume gas. I did advise her that I would place a call to [REDACTED] to have someone call her back and explain her options with respect to exiting the contract. Also explained my understanding of the 2007 contract and the (essentially) extension she signed in 2009. I told her I would contact her back. [REDACTED] is looking at this on her own as the lawyer indicated the only way to resolve would be to sue [REDACTED] and she doesn't want to spend the money doing that.		
Note	9/25/2013	Donna Kinapen	9/25/2013
Notes:	Spoke to [REDACTED] at [REDACTED] and provided background on the file. Asked if she could look into it and explain the options to [REDACTED] or provide a copy of the 2007 contract. Advised it appeared to be outside of our jurisdiction as a large volume account (gas). [REDACTED] said she would look into it and call the consumer.		
	Called [REDACTED] to let her know.		

---

Note	10/25/2013	Donna Kinapen	10/25/2013
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Notes: [REDACTED] called for an update indicating she has not heard anything yet from [REDACTED]. Called and spoke to [REDACTED] who said they are looking at the account and were waiting to contact her until they knew what was happening, particularly because it is a complicated situation. She will talk to the person looking at it to ask when they can expect to call her. Tried to call consumer to advise but there was no answer or voicemail.

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Note	10/30/2013	Donna Kinapen	10/30/2013
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Notes: tried to call consumer again - no answer, no voicemail.

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Note	12/3/2013	Donna Kinapen	12/3/2013
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Notes: [REDACTED] left two messages asking about the status of the file. She did receive an initial call saying [REDACTED] would look into the file and if she didn't hear anything by the 25th to call back. She hasn't heard anything and can't reach anyone.

Left a message for [REDACTED] at [REDACTED] asking for an update.

Left a voicemail on [REDACTED] line indicating I would call my contact at [REDACTED].

---

Note	12/5/2013	Donna Kinapen	12/5/2013
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Notes: Received a voicemail from [REDACTED] at [REDACTED] indicating they had left two messages for [REDACTED] on December 4th advising her that if she wished to cancel, liquidated damages would apply.

[REDACTED] called December 5th to say that when she received the call from [REDACTED] she called back and found that the cancellation fee was in the "000s of dollars which she doesn't have so she believes she will now have to stay on the contract. She also noted that [REDACTED] told her that she will have to pay them a cancellation fee for the building that she sold in the fall of 2010, an amount of \$65,000 for the difference between what she would have paid over the length of the contract (she seemed to understand this as the difference between what the new owner is paying and what the contract rate is). She does not believe that she should have to pay for a building that she no longer owns. She also read through the contract and noted that [REDACTED] can cancel at any time but that there is no provision for her to cancel without paying a cancellation fee and believes this to be unfair. I reminded [REDACTED] that the contract was a large volume gas and therefore the Board has no jurisdiction, she argued that each building is low-volume, not large and how can that be. Told her I would call [REDACTED] just to understand the cancellation fees they were applying and would call her back to explain. She would then likely have to seek the advice of a lawyer.

# Resolution Action Plan (RAP)

Date Printed: October 25, 2017

Time Printed: 11:16:37AM

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## Assignment

**RAP Date Assigned**

2012/10/04

**Due Date**

2012/10/19

**Date Completed**

**Cause for RAP**

CCR Response inadequate - escalated to Compliance

**2nd Cause for RAP**

---

## Details

**Reference Number**

2012-0009682

**Consumer Name**

[REDACTED]

**Representative Name**

[REDACTED]

**Energy Type**

Gas

**Consumer Address**

N/A, ON

N/A

**Representative Address**

[REDACTED]

**Account Number**

**Consumer Phone**

[REDACTED]

**Representative Phone**

[REDACTED]

**Date Received**

2012/08/20

**Consumer Email**

**Representative Email**

**Synopsis**

The 3rd party will speak on the consumer's behalf:

[REDACTED]

Please see attached letter. The 3rd party has identified a number of different issues with their [REDACTED] contract.

Please respond to the 3rd party and to the Board on each of the points outlined in the complaint letter.

**Complaint Classification**

Contract, Contract, Agent Conduct

---

**Stakeholder Comments/Corrections**

---

**Resolution Requested**



---

## Resolution Action Plan

### Question

### Response

### Previous Response

Please provide a copy of the customer's contract.  
Did the customer sign a large volume contract?  
How is the customer determined as a large volume customer? Is it based on usage or contract signed?  
What date was the contract signed? When did the contract flow? When was the contract supposed to have stopped?

---

## Stakeholder Responses

### Acknowledgement Call Details

### Complaint History

### Action to Resolve

### Rational

### Timing of Resolution

---

## RAP Supporting Material

### Attachment Name

### Attachment Type

---

## RAP Status

### RAP Completed By

Complete / Incomplete ? Complete

---

## Consumer Complaint Response

### Licensee Action Required

#### Account History

Licensee to review consumer file and Complaint including contract, recorded telesales calls, reaffirmation calls, correspondence with consumer and account history. Details to be provided in response here.

This is a large volume account. The customer's accounts accumulate to over 50,000m3. This customer also signed a contract based on [REDACTED] large volume pricing.

#### Contact Consumer

Call consumer to confirm receipt of Complaint from OEB and discuss complaint details.

On August 21, 2012 [REDACTED] left a message for the customer advising we received their complaint.

#### Prior Action to Resolve

Provide explanation of why the issue was not resolved at the initial contact from the consumer.

No prior action taken as this is a large volume user. They would need to contact our Commercial team to resolve their issue.

**Licensee Resolution with Consumer**

The licensee resolution including timing and method of communication with consumer.

No License Resolution taken as this is a large volume user. They would need to contact our Commercial team to resolve their issue.

**Licensee Internal Action**

Detail action to be undertaken within licensee to address systemic issue or clarify position. Include actions such as agent retraining, agent discipline, call centre script changes, etc.

N/A

**Timing of Resolution**

What is the timing for resolution to be implemented?

No Timing of Resolution taken as this is a large volume user. They would need to contact our Commercial team to resolve their issue.

**Copy of Material to Consumer**

Attach same copies as above to OEB.

No Copy of Materials to Consumer as this is a large volume user. They would need to contact our Commercial team to resolve their issue.

**Copy of Material To OEB**

No Copy of Materials to OEB as this is a large volume user. They would need to contact our Commercial team to resolve their issue.

---

**CCR Supporting Material**

**Attachment Name**  
privacy consent.pdf

**Attachment Type**  
11:12:39AM

---

**Licensee Closure****Licensee Response Date**

2012/09/10

**Resolution**

Contract Valid

**Action**

Other - see additional comment

**Reimbursement Amount**

\$ 0.00

**CCR Additional Comments**

This is a large volume user with volumes exceeding 50,000m3. This customer will need to contact [REDACTED] commercial team to resolve their complaint.

**Completed By**

[REDACTED]



[REDACTED]

**RECEIVED**

APR 26 2012

[REDACTED]

April 23, 2012

**PERSONAL & CONFIDENTIAL**

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

[REDACTED]

Dear Sirs:

Re: [REDACTED] re Energy Contracts

Please be advised that we represent [REDACTED]. Please find enclosed [REDACTED]'s complaint.

Yours very truly,

[REDACTED]

[REDACTED]

## COMPLAINT TO ONTARIO ENERGY BOARD

### Preamble

1. We have been retained by [REDACTED] in connection with matters pertaining to her contract and services provided by [REDACTED]  
[REDACTED]
2. [REDACTED]
3. [REDACTED], in her capacity as an operator of the listed properties above, is also a member of the [REDACTED]
4. The complaint herein raises the following four issues which are set out in detail below:
  - (a) [REDACTED] was misled by [REDACTED] into entering into a term contract with [REDACTED] in order to take advantage of a secure rate of energy and in order to gain a "price advantage in future years";
  - (b) During the period from 2009 to 2011, [REDACTED] charged [REDACTED] energy rates, greater than that stated in her contract. Despite efforts by [REDACTED] to seek clarification on the charged rates, representatives of [REDACTED] have not been forthcoming with [REDACTED] and have failed and/or ignored [REDACTED] requests for clarification;
  - (c) [REDACTED] contract with [REDACTED] expired in June 2011, however, [REDACTED] has taken the position that the contract is still in effect and is charging her energy rates that are more than double the current market rate; and
  - (d) [REDACTED] and her counsel have requested that [REDACTED] provide the basis of their position as to how the contract remains in effect. [REDACTED] has failed to respond to [REDACTED] and her counsel's repeated requests.

**Issue 1: Mislead by [REDACTED] on behalf of [REDACTED]**

5. In or about the summer of 2009, [REDACTED] was approached by representatives of [REDACTED] on behalf of [REDACTED] and advised that it was in her best interest to lock into a term contract for her energy rates.
6. These representatives explained to her that energy rates would likely be rising and in order to gain security, reduce her future costs/expenses and gain a financial upside, she should enter into a fixed term contract with [REDACTED].
7. [REDACTED] was provided with a document dated June 2, 2009 which is enclosed herein at Tab A. The document is authored by [REDACTED] the [REDACTED] and [REDACTED] of [REDACTED].
8. The letter, which was never signed by [REDACTED] or referred to in any agreement between [REDACTED] and [REDACTED], purports to offer a "price reduction" for the period from January, 2010 to September 30, 2012, after which time the customer would have to entered into a further two (2) year contract.
9. As previously stated, [REDACTED] never signed this agreement nor was it referred to in any agreement between her and [REDACTED]. Despite this, commencing in January, 2010, [REDACTED] began charging her the rates referred to in the June 2 letter authored by [REDACTED].

**Issue 2: [REDACTED] Charged the Wrong Energy Rates and [REDACTED] s Failure to be Forthcoming with [REDACTED]**

10. Shortly after receiving the June 2, 2009 letter from [REDACTED], [REDACTED] was provided with two contracts from [REDACTED]. Attached hereto at Tabs B and C are copies of the said contracts.
11. Both contracts were signed and dated by [REDACTED] on June 4, 2009.
12. The contract at Tab C, is for a 3 year term at the price of 6.2 cents/kwh.
13. The contract at Tab B, is for a 2 year term at the price of 34.1 cents/metre cubed.
14. Neither contract refers to [REDACTED] s letter dated June 2, 2009.
15. [REDACTED] submits that the contract at Tab B was the agreement in effect and which terms and conditions were in effect. The contract states:

<sup>1</sup> [REDACTED] is also concerned about the possible conflict of interest of having the [REDACTED] who is also an Agent of [REDACTED] providing [REDACTED] with advice with respect to energy services.

This Agreement is the entire agreement between me and [REDACTED] for the supply and delivery of Gas to the Delivery Address and it replaces any prior written or oral agreement between me and [REDACTED] concerning the supply or delivery of Gas. There are no verbal representations, rights or obligations that are not contained in the Agreement. The laws of Ontario and the laws of Canada applicable in Ontario shall govern the Agreement.

16. The contract at Tab C herein does not contain any such language, and as such, since only one contract for the delivery of Gas services could have been in effect, [REDACTED] submits that the contract at Tab B was at all times the governing contract.
17. Despite the terms and conditions of the contract at Tab B, [REDACTED] charged [REDACTED] the energy rates, referred to in [REDACTED]'s letter, which are higher than the 34.1 cents per meter cubed.
18. [REDACTED] contacted [REDACTED] on multiple occasions in order to seek clarification for charging her rates above that stated in her contract. On each occasion, [REDACTED] was informed, without any explanation, that [REDACTED] was charging her the correct rate and was not prepared to justify or explain the charges to her.
19. As a result of [REDACTED]'s conduct and lack of transparency, [REDACTED] was forced to hire counsel in order to assist her in resolving this matter. Set out herein under "Issue 4" are [REDACTED]'s counsel's unsuccessful attempts at retrieving further information from [REDACTED].

**Issue 3: [REDACTED] enforcing an Expired Contract**

20. On January 13, 2012, [REDACTED], counsel for [REDACTED], wrote to [REDACTED], an agent of [REDACTED]. Attached hereto at Tab D is a copy of [REDACTED]'s correspondence.
21. [REDACTED] advised [REDACTED], among other things, that the contract dated June 4, 2009 and referred to herein at Tab B had expired, as the term was for two years.
22. On January 20, 2012, [REDACTED] wrote to [REDACTED] advising that she was liaising with an individual in [REDACTED]'s legal department and would respond to [REDACTED] correspondence by January 23, 2012.
23. On January 27, 2012, [REDACTED] contacted [REDACTED] advising that it was [REDACTED]'s position that [REDACTED]'s contracts were still in effect.

**Issue 4: [REDACTED] s failure to respond to [REDACTED] and Counsel's Enquiries**

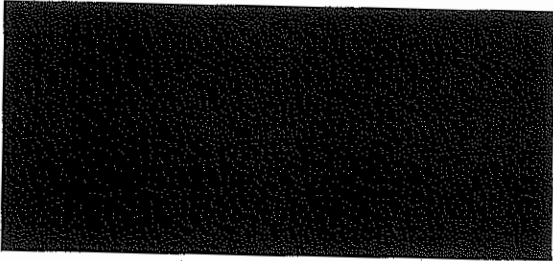
24. On January 30, 2012, [REDACTED] emailed [REDACTED] requesting that [REDACTED] provide the basis upon which the contract was still in effect. Attached hereto as Tab E is a copy of [REDACTED] s correspondence.
25. On January 31, 2012, [REDACTED] advised [REDACTED] that she had passed along his email dated January 30 to [REDACTED] s legal team who would respond. Attached hereto as Tab F is a copy of [REDACTED] s correspondence.
26. To date, [REDACTED] has not responded to [REDACTED] s enquiries as set out in his correspondence dated January 30, 2012.

**Remedies:**

27. [REDACTED] seeks a declaration that the contract at Tab B herein was the contract in force and effect from the period June 4, 2009 to June 4, 2011.
  28. [REDACTED] seeks a declaration that the contract at Tab B has expired and that [REDACTED] is not currently bound by any agreement with [REDACTED]
  29. [REDACTED] seeks a declaration that [REDACTED] charged her energy rates from June 4, 2009 to June 4, 2011 which were greater than those prescribed by her contract with [REDACTED].
  30. [REDACTED] seeks an order for the repayment of all monies from the period from June 4, 2009 to June 4, 2011, which were made above and beyond those rates set out in the contract at Tab B.
  31. [REDACTED] seeks an order for the repayment of all monies from the period from June 4, 2011 to the date of this decision, which were made above and beyond the market rate for energy.
- [REDACTED]




**TAB A**



June 2, 2009



Dear 

 are pleased to offer a price reduction to your existing Flat Rate Natural Gas Purchase Agreement signed on June 27, 2007, for the term of 5 Years, for the price of 35.6 cents per cubic meter.

Beginning on January 2010, your new pricing will be as follows:

January 2010, the price will reduce from 35.6 to 35.1 cents per cubic meter.

July 2010, the price will reduce from 35.1 to 34.6 cents per cubic meter.

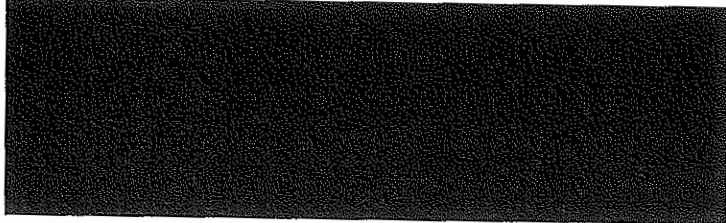
January 2011, the price will reduce from 34.6 to 34.1 cents per cubic meter.

Your net reduction in price will be 1.5 cents per cubic meter.

This price reduction is contingent on signing a new contract from October 1, 2012 to September 31, 2014, at 34.1 cents per cubic meter.

Please contact  at  if you have any questions regarding your price reduction.

Sincerely,



**TAB B**

**Commercial Price Protection Plan Application**

LC 7/3/09

20643

Legal Company Name \_\_\_\_\_

Contact Name \_\_\_\_\_

Business Phone \_\_\_\_\_

Facsimile Number \_\_\_\_\_

E-mail address \_\_\_\_\_

Delivery Address \_\_\_\_\_

Mailing Address (if different from Delivery Address) \_\_\_\_\_

Utility Account Number \_\_\_\_\_ per Schedule A \_\_\_\_\_

Utility Enbridge ("Utility")

I hereby agree to enter into the Enbridge Association Natural Gas Purchase Plan ("Agreement") with \_\_\_\_\_ and appoint \_\_\_\_\_ as my sole and exclusive supplier of natural gas and agent for all purposes relating to arranging the delivery of Gas to the above Delivery Address for the term selected. I understand that the Agreement is with \_\_\_\_\_ and not my Utility. I have received, read and understood the nature and content of the Agreement, including the Appointment of Agent and the Terms and Conditions on the reverse side which form part of the Agreement and I agree to be bound thereby. I understand that the Agreement will enter into full force and effect subject to the following conditions:

- (a) \_\_\_\_\_ approval of my application; and
- (b) my Utility's acceptance of the Service Transaction Request filed by \_\_\_\_\_

If I have any questions or complaints, I agree to contact \_\_\_\_\_ by telephone (905-542-6438 or 905-205-2487) by personal delivery, registered mail, e-mail, or facsimile directed to the attention of: Supervisor, Customer Service, at the address/facsimile number provided in this Agreement.

This Agreement is the entire agreement between me and \_\_\_\_\_ for the supply and delivery of Gas to the Delivery Address and it replaces any prior written or oral agreement between me and \_\_\_\_\_ concerning the supply or delivery of Gas. There are no verbal representations, rights or obligations that are not contained in the Agreement. The laws of Ontario and the laws of Canada applicable in Ontario shall govern the Agreement.

**Offer for Gas Purchase -**

I acknowledge that \_\_\_\_\_ is not a regulated Utility and that the price is not regulated by the OEB. This price is for the Gas only (including compressor fuel) and does not include regulated transmission, distribution and other charges that will be charged by the Utility. The price will correspond to the term I select below ("Price"). The Price does not include federal, provincial and municipal taxes, including the Goods and Services Tax, payable in connection with the supply or delivery of Gas to the Delivery Address. I select the following term and Price:

☒ 2 Years @ 34.1 p/m<sup>3</sup>

\_\_\_\_\_ reserves the right to limit this offer at its discretion.

Offer Valid: \_\_\_\_\_, June 5, 2009

Estimated \_\_\_\_\_ June (m<sup>3</sup>) \_\_\_\_\_ Contract Term: \_\_\_\_\_

Signature \_\_\_\_\_

Date: 06/04/09  
mm dd yy

I have the authority to sign on behalf of the applicant.

Print Name: \_\_\_\_\_

Signature \_\_\_\_\_ 01 June 2, 2009

Offer ID: \_\_\_\_\_ 2009

60 3944

91:50 6002/5/15/09

### Schedule A Additional Accounts

Account Number	Company Name on Utility Bill (If different from name on 1 <sup>st</sup> page of contract)	Utility (Enbridge, Union, City of Kitchener)	4 Digit Validator	Service Street Address	Service City	Service Postal Code
[REDACTED]		Enbridge		[REDACTED]	[REDACTED]	[REDACTED]
		Enbridge				
		Enbridge				
		Enbridge				
		Enbridge				

I hereby authorize that the accounts listed above are signed up on a Superior Energy Management ABC natural gas contract.

Authorized Name

Authorized Signature

[REDACTED SIGNATURE]

Date: June 4<sup>th</sup> / 2009

# APPOINTMENT OF AGENT

- To: [redacted] and the Utility
1. **Appointment:** I hereby appoint [redacted] to be my sole and exclusive agent and Gas supplier for all purposes related to obtaining the transportation, storage (including volume balancing), billing and delivery of Gas to the Delivery Address (Appointment). This Utility and any other third parties are entitled to rely upon any action taken, or any document signed, by [redacted] in connection with this Appointment as though I had taken such action or signed such document including, without limitation, the negotiation, implementation, operation, performance, amendment and termination of any Gas supply transportation, storage, billing and delivery arrangements, if applicable, I approve the transfer from my current Gas supplier to [redacted]. This Appointment shall be effective from the date I sign the Agreement and shall continue for the Term of this Agreement.
2. **Director:** I direct [redacted] to enter into arrangements on my behalf with the Utility. Furthermore, I authorize and direct the Utility and any third party to release to [redacted] any and all information in such person's possession and control relating to me and the supply and delivery of Gas to the Delivery Address including, but not limited to, customer usage information, site usage history report for the past twenty-four (24) months, credit and payment history.
3. **Billing:** I acknowledge that the Utility will bill me for the Gas delivered to the Delivery Address and for certain distribution access charges and any other fees, charges or taxes resulting to the delivery of Gas delivered to the Delivery Address in accordance with the Utility's billing practices. I further acknowledge that, at some point during the Term, [redacted] may bill me directly for all costs associated with the supply and delivery of Gas to the Delivery Address, provided that I will not have to pay any additional costs as a result of [redacted] billing me directly. At such time, [redacted] billing term will be as follows: [redacted] shall send me an invoice for all amounts due to [redacted] pursuant to the Agreement for that month or the applicable billing period. I shall pay such amounts in full by the due date specified in the invoice, failing which I shall pay interest on the unpaid amount at the prime lending rate set by the Royal Bank of Canada from time to time plus four percent (4%) per annum, as from the due date (before and after judgment) or payment, compounded monthly. I shall be responsible for all costs that relate to my failure to pay, including charges for delinquent charges, legal costs and collection costs. [redacted] shall be entitled to revoke any bill after it is rendered, regardless of payment by me, to account for any misstatement made by the Utility.
4. **Responsibility:** I confirm that I have the authority to enter into an agreement for the supply of Gas to the Delivery Address and to appoint an agent to arrange for such Gas supply and delivery. I agree to keep the payment of my Gas account with the Utility up-to-date, to pay such accounts when due and to be bound by and responsible for the arrangements made by [redacted] as agent on my behalf.

## TERMS AND CONDITIONS

1. **Gas Supply:** I agree to be bound by all arrangements made on my behalf for the transportation, storage (including volume balancing), billing and supply of Gas to the Delivery Address set out on the reverse side herof. The Gas supplied under this Agreement will be owned by [redacted] until delivered to the Delivery Address. The date that [redacted] commences supplying gas at the Delivery Address ("Gas Supply Date") is expected to occur within sixty (60) to ninety (90) days from the date that I signed the Agreement. I understand that further delay to the Gas Supply Date may occur if I have a supply arrangement with another Gas supplier.
2. **Term:** Subject to the termination rights contained in this Agreement, the Term of the Agreement commences on the Gas Supply Date and continues for the Term set out on the reverse side herof. [redacted] may renew this Agreement for a period of one year from the end of your Term by giving you a Notice of Renewal ("Notice") in writing no earlier than 120 days and no later than 60 days before the end of your current Term.
3. **Change of Delivery Address:** If I plan to move within the Utility's franchise area, I will notify [redacted] of my new Delivery Address at least thirty (30) days in advance of the anticipated relocation date. Upon receipt of such notice, [redacted] will advise me as to whether [redacted] is prepared to supply Gas to me at my new Delivery Address, and, if so, the terms of this Agreement shall apply to the new location. Otherwise, this Agreement shall be cancelled without penalty.
4. **Termination:** I agree that [redacted] may terminate this Agreement immediately if: (i) I am in default because payment is not made by me on, or before the due date specified in any invoice by the Utility or by [redacted] (ii) as determined by [redacted] any amendment to applicable law, regulation or regulatory direction requires, directs or makes desirable, directly or indirectly, that a material term be amended, inserted or deleted in the Agreement; (iii) I am in default because I authorize another Gas supplier or agent for the Delivery Address during the Term; or (iv) I am in default because I breach this Agreement in any way. I agree that [redacted] may terminate this Agreement on written notice if [redacted] is unable or is prevented from complying with any of the obligations it owes to [redacted] bills me directly in accordance with paragraph 3 of the Appointment of Agent, then [redacted] may terminate the Agreement immediately if I am in default because: (i) I make an assignment or arrangement for the benefit of, or protection from, any of my creditors, or (ii) 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.
5. **Liquidated Damages:** As a result of your default or otherwise in circumstances where this Agreement is terminated early, the compensation we can recover from you may include, without limitation:
- payment of all amounts you owe us for gas provided to you;
  - when the agreement is terminated, payment of an early termination fee in an amount (that we will calculate using our reasonable judgment) equal to the positive difference between (A) the dollar amount you would have paid to us under this Agreement had it not been terminated early and (B) the dollar amount we can recover such gas for to a third party under then current market conditions; and
  - all costs (including attorneys' fees, expenses, court costs and administration fees) we incur in collecting amounts you owe us under this Agreement. The parties agree that any termination payment under this Agreement is a reasonable approximation of harm or loss, and is not a penalty or punitive in any respect.
6. **Customer Indemnity:** I agree that I will indemnify and save harmless [redacted], its affiliates, the respective directors, officers, and employees, and the permitted assigns of [redacted] and its affiliates (collectively, "it", "its" and "Representatives") in full for any loss, damage, injury, liability or cost which any of [redacted] and its Representatives, as applicable, suffers arising from, or incurs as a consequence of, any act or omission by me relating to the supply or delivery of Gas to the Delivery Address including, without limiting the foregoing, any claim resulting from any default or breach by me, or my 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 the Utility.
7. **Amendments:** In the event that the Utility unilaterally all or any portion of its services, or any regulatory change or approval requires amendments to this Agreement, [redacted] may amend this Agreement at any time by giving me written notice and this Agreement shall be amended within thirty (30) days of the date of such notice. However the Price may not be amended by [redacted] during the Term, including any renewal thereof, except to the extent provided herein.
8. **Assignment:** [redacted] may assign or otherwise transfer any or all rights or obligations under this Agreement, or judge this Agreement or the proceeds therefrom as security for any obligations without my consent, provided that the Agreement continues to be administered by a licensed retailer. I will not assign or otherwise transfer any rights or obligations under this Agreement. This Agreement shall be binding upon and return to the benefit of the successors and permitted assigns of [redacted] and myself.
9. **Release of Information:** I consent to [redacted] disclosing my customer information to third parties for the purpose of supplying Gas to me under this Agreement and for the purpose of [redacted] offering me other products and services or for any reasonable business purpose. For Agreement administration purposes, I consent to the recording and disclosure of telephone conversations between me and representatives of [redacted] [redacted] may discuss my information to a third party without my consent where such information is required to be disclosed for billing, or market operation purposes, for law enforcement purposes, for the purpose of complying with a legal requirement or for the processing of my past due accounts which have been passed to a debt collection agency.
10. I understand that this contract remains in force for the full period stated. I also understand the contract remains in effect regardless of any sale, change in control, changes in property management or changes in ownership.

**TAB C**

5

ENTIRE  
COPY

Legal Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: Owner

Business Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Service Address

Street Number: \_\_\_\_\_ Street Name: \_\_\_\_\_

City: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Mailing Address (if different from Delivery Address)

Street Number: \_\_\_\_\_ Street Name: \_\_\_\_\_

City: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Utility Name: SEE SCHEDULE A

Utility Account Number: SEE SCHEDULE A

Alpha Numeric: \_\_\_\_\_

I am applying for the \_\_\_\_\_ Price Protection Plan for:

☐ Electricity ("Electricity") (License No. \_\_\_\_\_). I acknowledge and agree that if I select "Electricity" my agreement ("Agreement") will be with \_\_\_\_\_ or the purchase of electricity in accordance with all Terms and Conditions of this Agreement.

**OFFER FOR ELECTRICITY PURCHASE: ☐**

Utility Account Number: SEE SCHEDULE A

Utility Name: SEE ATTACHED

First 4 Alpha-Numeric Name: \_\_\_\_\_

I select the following term\* ("Term") and the related fixed price for electricity ("Price"):

☐ Price Plan 3 Years at the Price of 6.2 ¢/kWh\*\*

Offer valid until: \_\_\_\_\_

*Due to market volatility \_\_\_\_\_ reserves the right to limit this offer at its discretion.*

Estimated Yearly Volume (kWh): \_\_\_\_\_

\*Term will include any renewals of the Agreement agreed upon, and as set out in the Terms and Conditions. \*\* Customers of \_\_\_\_\_ are eligible to receive the Provincial Benefit Rebate (PBR).

I understand that the Agreement will enter into full force and effect only upon the satisfaction of the following condition: (a) \_\_\_\_\_'s approval in its sole discretion of my application.

Signature: \_\_\_\_\_ Date:    /    /     
*I have the authority to sign on behalf of the applicant.* MM DD YYYY

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date:    /    /    Offer ID:    2009

*See next page.*



Company Name \_\_\_\_\_

Legal Company Name \_\_\_\_\_

Contact Name \_\_\_\_\_ Title Owner

Business Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

E-mail address \_\_\_\_\_

Service Address see SCHEDULE A

Street Number \_\_\_\_\_ Street Name \_\_\_\_\_

City \_\_\_\_\_ Province \_\_\_\_\_ Postal Code \_\_\_\_\_

Mailing Address (if different from Delivery Address)

Street Number \_\_\_\_\_ Street Name \_\_\_\_\_

City \_\_\_\_\_ Province \_\_\_\_\_ Postal Code \_\_\_\_\_

Utility Name see SCHEDULE A

Utility Account Number \_\_\_\_\_

Alpha Numeric \_\_\_\_\_

I am applying for the \_\_\_\_\_ for:

☒ Electricity ("Electricity") (\_\_\_\_\_) I acknowledge and agree that if I select "Electricity" my Agreement ("Agreement") will be with \_\_\_\_\_ for the purchase of electricity in accordance with all Terms and Conditions of this Agreement.

**OFFER FOR ELECTRICITY PURCHASE:** ☐ Annual Volume greater than 250,000 kWhUtility Account Number See Schedule A

Utility Name \_\_\_\_\_

First 4 Alpha-Numeric Name \_\_\_\_\_

I select the following term\* ("Term") and the related fixed price for electricity ("Price"):

☒ Price Plan 3 Years at the Price of 6.2 ¢/kWh\*\*

Offer valid until: Friday, June 5, 2009

Due to market volatility \_\_\_\_\_ reserves the right to limit this offer at its discretion.

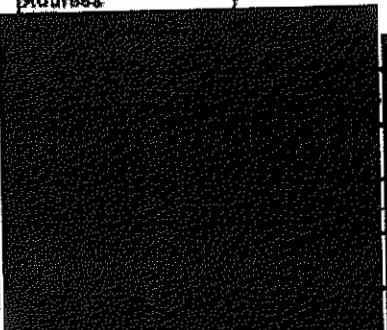
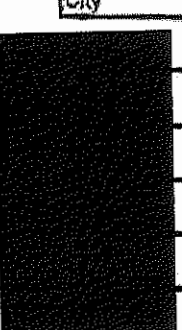
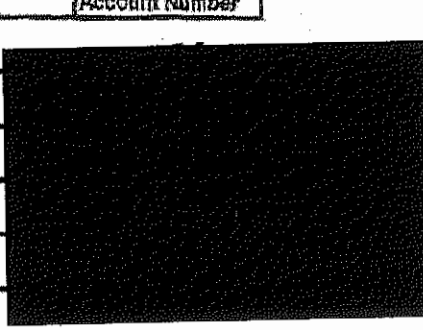
Estimated Yearly Consumption (kWh) \_\_\_\_\_

Term will include \_\_\_\_\_ of the Agreement agreed upon, and as set out in the Terms and Conditions. \*\* Customers of \_\_\_\_\_ are eligible for the Provincial Benefit Rebate (PBR).

I understand and agree that this Agreement will enter into full force and effect only upon the satisfaction of the following condition: (a) \_\_\_\_\_ approval in its sole discretion of my application.

Signatures \_\_\_\_\_  
I hereby authorize \_\_\_\_\_ to sign on behalf of the applicant.Date: 06/04/09  
mm dd yyyy

### Schedule A - Electricity

Address	City	Account Number
		

I hereby certify that the accounts listed above are enrolled on a [redacted]  
Electricity [redacted] agreement

Please attach a recent electricity bill for each account number.

Signature \_\_\_\_\_

Name [REDACTED]

Date \_\_\_\_\_

SAM  
9-22/0

**CUSTOMER GREENMONT ELECTRICITY FIXED PRICE AGREEMENT  
AND APPOINTMENT OF AGENT**

To: [redacted] and the Local Distribution Company for the Service Address (my "Utility")

**1. Appointment of Agent:** I hereby appoint [redacted] to be my sole and exclusive agent and electricity supplier for all purposes related to the arrangement of transportation, delivery and billing of 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 [redacted] 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 supply, transportation (where not done by my Utility), billing and delivery arrangements. As needed, I approve the transfer from my current electricity supplier to [redacted]. 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 negotiation any renewals agreed upon in writing from time to time as provided for in the Terms and Conditions below.

**2. Direction and Exchange of Personal Information:** I direct [redacted] to enter into arrangements on my behalf with my Utility. In addition, I authorize and direct my Utility and any related third party to release to [redacted] all information in such person's possession and control relating to me and the supply and delivery of electricity 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 delivered to the Service Address and for certain distribution access charges and any Other Charges or Taxes relating to the delivery of electricity 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, [redacted] may choose to bill me directly for all costs associated with the supply and delivery of electricity to the Service Address, provided that I will not have to pay any additional fees or costs as a result of [redacted] billing me directly above and beyond the fees and costs mentioned above. In the event that [redacted] bills me directly, [redacted] billing terms will be as follows: [redacted] shall invoice me for all amounts due to [redacted] pursuant to the Agreement for the applicable billing period. I shall pay to [redacted] 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% APR) on the unpaid amount, from the due date to payment until payment is received. [redacted] 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 that is delivered to me and may do so by periodic meter reading, estimation, or allocation and [redacted] 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 dishonored cheques, legal and collection costs. [redacted] shall be entitled to revise any bill after it is rendered, regardless of payment by me, to account for any reassessment made by [redacted] or by my Utility.

**4. Authority to Bind:** I have the authority to enter into an agreement for the supply of electricity to the Service Address. I also have the authority to appoint [redacted] as my agent to arrange for such electricity supply, transportation and delivery. I agree to keep the payment of my electricity 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 [redacted] as agent on my behalf.

**TERMS AND CONDITIONS**

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

**2. Price:** I agree that the Price of the electricity shall be as selected on the Electricity Price Protection Plan application. I agree to pay the Price plus all regulated and non-regulated charges, fees, assessments or allocations assessed by or through my applicable Utility, transmitter, governmental body or government relating to electricity supplied to, consumed at or attributed to the Service Address including, but not limited to, any and all applicable transmission or distribution costs and charges, tariffs, location differentials, distribution losses, unaccounted for electricity, transmission congestion charges, loss charges and fees, any matters incidental thereto, and any act or omission by me or of [redacted] taken or omitted at the request of or on my behalf ("Other Charges") and any and all taxes imposed by a governmental authority including, but not limited to, goods and services tax, value added tax and any other provincial or federal taxes or governmental charges applicable to the purchase and consumption of electricity by me under this Agreement and any interest or penalties on such taxes ("Taxes"). I acknowledge and agree that the Price and [redacted] commitment hereunder is based on the consumption attributed to the Service Address and the Price is based on me maintaining consumption patterns at the Service Address consistent with consumption at the Service Address during the twelve (12) months prior to the Electricity Supply Date. I agree that if the Independent Electricity System Operator introduces or applies locational marginal pricing ("LMP"), being a form of electricity pricing or other non-regulated or regulated charge or tariff as determined and modified by the Independent Electricity System Operator from time to time, based upon a non-uniform price of electricity at or through each point node, zone or other price reference location on the Independent Electricity System Operator-controlled grid, then [redacted] may, at its sole option; (i) amend the

Price to reflect any additional costs incurred by [redacted] as a result of the [redacted] application of LMP; or (ii) [redacted] this Agreement upon written notice to me, [redacted] or amends the Price, [redacted] will provide me with prior written notice [redacted] so (the "Updated Price") and any additional costs resulting from the introduction and/or application of LMP, and I will pay [redacted] the Updated Price and such additional costs [redacted] by [redacted] in accordance with the terms of this Agreement. [redacted] shall, in its sole discretion, acting in good faith, determine such Updated Price taking into consideration among other things the relationship between the Updated Price in effect prior to the introduction of LMP and [redacted] LP's obligations under its electricity supply arrangements, as if such supply arrangements had been delivered or designated to be delivered to the point on the Independent Electricity System Operator-controlled grid designated by [redacted] I agree to pay any amounts charged or approved by the OEB, the Ontario Power Authority or any other similar entity or regulatory body. You acknowledge that your price is based upon your monthly usage and metered rate of consumption for each Account identified below. You agree to bear any additional charges relating to variance in your monthly usage of electricity at any Account, as compared to your actual historical kilowatt-hour usage or our good faith estimate of your anticipated monthly usage (when historical information is not available).

3. Usage Variance: You accept that your Price is based upon your monthly usage and metered rate of consumption for each Account identified on the [redacted] Commercial Price Protection Plan Application and/or Schedule A. You agree to bear any additional charges relating to variance in your monthly usage of electricity at any Account of more than ten percent (10%), as compared to your actual historical kilowatt-hour usage or our good faith estimate of your anticipated monthly usage (when historical information is not available).

4. Government Rebates: Customers of [redacted] are eligible to receive the Provincial Rebate (PBR). Customers of [redacted] are eligible to receive the OPG Rebate.

5. Term: Subject to the termination rights contained in this Agreement, the term of this Agreement commences on the Electricity Supply Date and continues until the last day of the Term of the Agreement. [redacted] may renew this Agreement by delivering a written renewal notice to the Service Address (or Mailing Address, if applicable) on the Electricity Price Protection Plan application 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. At the end of the term of this Agreement (including any renewal term), if any Account(s) remain designated at the utility as being served by us, we may continue to serve your Account(s) on a month-to-month holdover basis (which we will refer to as the "Holdover Term") and will charge you an estimate of the weighted average spot price for your Utility plus \$0.001/kWh. This Agreement will continue to govern our relationship for the supply of electricity during the Holdover Term and either of us may terminate the Holdover Term at any time upon 30 days advance written notice to the other. In the alternative we may switch your Accounts back to Standard Supply Service.

6. Cash deposit and other security: At any time, we may require that you provide information to us so that we may evaluate your creditworthiness. We reserve the right to require that you make a cash deposit or provide other security acceptable to us if, in our opinion, your credit, payment history, or ability to pay your bills as they come due becomes a concern. You will need to make any required cash deposit or supply other required security within 5 days of our request.

7. Voice Signature: If you enter into this agreement by telephone, your recorded voice signature is your acknowledgement of entering into an agreement to buy electricity from us and is your acknowledgement that you have read and understood and agreed to the above information and the following Terms and Conditions of the agreement.

8. Change of Information or Service Address: If I plan to move to another location within my Utility's franchise area, I will notify [redacted] in writing of my new Service Address [redacted] 60 days in advance of the anticipated relocation date. Upon receipt of such notice, [redacted] will advise me as to whether [redacted] is prepared to supply electricity [redacted] my new Service Address and if so, the terms of this Agreement shall apply to the new location. My Utility may provide to [redacted] a notification of a change of address within my Utility's franchise area and when [redacted] 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. If [redacted] is unable to supply electricity to me at my new service address this Agreement shall be [redacted] cancelled without penalty. I also agree to notify [redacted] 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.

9. Force Majeure: I agree that [redacted] will not be liable for a failure to perform its obligations under this Agreement if such performance is prevented by Force Majeure, including an event of Force Majeure under any agreement entered into by [redacted] in respect of electricity at the Service Address. In the event of Force Majeure, [redacted] may, in its sole discretion, suspend all or part of its obligations under this Agreement for the duration of such Force Majeure. If a Force Majeure occurs in respect of the Service Address and electricity is made available to me at the Service Address during such Force Majeure by my Utility (or by [redacted] at its sole discretion), the amount payable for such electricity, in lieu of the Price, shall be the amount charged by the Utility for it [redacted] is able to, and elects to make such electricity available, the cost to [redacted] determined by it acting in good faith) together with any additional amounts to cover Other Charges and Taxes. I shall pay the foregoing amounts promptly upon being billed for same. Where Force Majeure occurs such that [redacted] is unable to obtain electricity required for this Agreement in respect of the Service Address, then [redacted] shall be entitled, in its sole option, to terminate this Agreement in respect of the Service Address without liability for damage, injury or any loss occasioned thereby. For clarity, upon the occurrence of a Force Majeure, [redacted] shall not be responsible to perform its obligations to

me under this Agreement if the cause or causes thereof have been removed, provided that [REDACTED] shall take all reasonable precautions and adopt all reasonable measures to prevent or remove the cause of such Force Majeure. I acknowledge and agree nothing contained herein shall relieve me from my liability to pay for electricity consumed at or attributed to the Service Address during a Force Majeure. A "Force Majeure" includes any cause beyond the reasonable control of and without the fault or negligence of [REDACTED] including but not limited to: (i) earthquakes, floods, storms, fires, or similar naturally occurring events that prevent [REDACTED] from performing its obligations under this Agreement; (ii) acts of terrorism, strikes or industrial disputes; and (iii) a disruption in the generation, distribution or transmission of electricity.

**10. Data and Equipment:** I agree that my electricity consumption data will be determined in accordance with the net system load shape as determined by my Utility. Any changes in the metering equipment or method of measuring electricity consumption will require the written approval of [REDACTED]

**11. Termination:** I agree that [REDACTED] may at its sole discretion and without penalty or cost to [REDACTED] terminate the Agreement at any time if any payment is not made by me on or before the due date specified in any invoice rendered for electricity supplied by [REDACTED] if I fail to perform or breach any provisions of the Agreement. If [REDACTED] no longer services the location(s) or takes steps to disconnect supply, or if [REDACTED] is required by law to terminate the Agreement, I understand that [REDACTED] enters into supply arrangements to meet the requirements of its electricity customers and that if the Agreement is terminated prior to the end of the Term or prior to the end of any renewal term (whether by requesting that the location(s) be supplied by [REDACTED] or another retailer or any other termination), I shall be required to pay, in addition to all amounts already owing, liquidated damages in the amount of 1.5 cents per kWh for each kilowatt hour of my anticipated electricity consumption for the remainder of the Term, as applicable (the "Consumption") plus administration charges. The Consumption will be calculated in accordance with [REDACTED] usual method of calculation at the time of termination of the Agreement, and will be based on historical usage information. I agree that the liquidated damages calculation is a genuine pre-estimate, as of the date of the Agreement, of the damages that would be suffered by [REDACTED] and shall be conclusively deemed to be liquidated damages and not a penalty. I authorize and direct [REDACTED] to include the liquidated damages in my electricity bill as an amount payable to [REDACTED]. If same are not, or are not able to be, collected by [REDACTED] in this manner, I agree and understand that [REDACTED] will use all available means to collect said liquidated damages and I hereby agree to pay to [REDACTED] any fees associated with the collection of liquidated damages, including, but not limited to, any collection agency or legal fees.

**12. Customer Indemnity:** I agree that I will indemnify and save harmless [REDACTED] (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 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 obligations relating to this Agreement or any obligation to any third party, including, but not limited to, any agreement with my Utility.

**13. Certain Warranties:** You warrant and represent that you use annually 250,000 or more kilowatt hours of electricity and that the electricity supplied under this Agreement is not for use at a residence.

**14. 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, [REDACTED] 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 [REDACTED] during the term of this Agreement, except to the extent provided for herein.

**15. Assignment:** [REDACTED] 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 [REDACTED] and myself.

**16. Release of Information:** I hereby consent to [REDACTED] disclosing any information about me to any third parties for the purposes of (i) supplying electricity 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 representative of [REDACTED]

**17. I understand that this contract remains in force for the full period stated. I also understand the contract remains in effect regardless of any sale, change in control, changes in property management or changes in ownership.**

**18. Contact Information:** If I have any questions, complaints or concerns, I will contact [REDACTED] by telephone at [REDACTED] or [REDACTED] or e-mail at [REDACTED]

**TAB D**

## **TAB E**

[REDACTED]

---

From: [REDACTED]

Sent: January 30, 2012 6:01 PM

To: [REDACTED]

Subject: [REDACTED]  
[REDACTED]

I am in receipt of your voicemail message from last Friday. I would like to know the exact reasoning that [REDACTED] is relying on for their position that the contracts are still in effect.

To that end, can you please have the individual in [REDACTED] legal department contact me, or in the alternative, have them set out [REDACTED] position in writing, including what they they rely on in support of their position.

Please do not hesitate to contact me should you need clarification for my request.

Yours truly,  
[REDACTED]

30/01/2012



**TAB F**

[REDACTED]

---

**From:** [REDACTED]  
**Sent:** January 31, 2012 9:50 AM  
**To:** [REDACTED]  
**Subject:** RE: [REDACTED]  
**Hi** [REDACTED]

I have passed your request to our legal team and they will respond.

Thank you,

[REDACTED]

---

**From:** [REDACTED]  
**Sent:** Monday, January 30, 2012 6:01 PM  
**To:** [REDACTED]  
**Subject:** [REDACTED]

[REDACTED]

I am in receipt of your voicemail message from last Friday. I would like to know the exact reasoning that [REDACTED] is relying on for their position that the contracts are still in effect.

To that end, can you please have the individual in [REDACTED] legal department contact me, or in the alternative, have them set out [REDACTED] position in writing, including what they they rely on in support of their position.

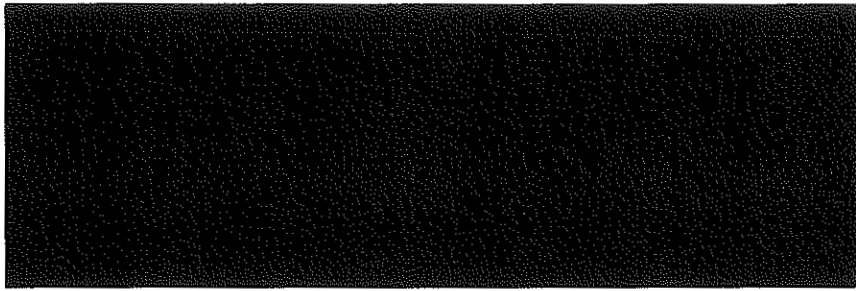
Please do not hesitate to contact me should you need clarification for my request.

Yours truly,

[REDACTED]

DISCLAIMER: This e-mail message is intended only for the named recipient(s) above and may contain information that is privileged, confidential and/or exempt from disclosure under applicable law. If you have received this message in error, or are not the named recipient(s), please immediately notify the sender and delete this e-mail message. AVERTISSEMENT: Le present message courriel est destine uniquement au(x) destinataire(s) dont le nom figure ci-dessus et peut contenir des renseignements privileges, confidentiels et/ou qui ne doivent pas etre divulgues conformement a la loi applicable. Si vous avez reçu ce message par erreur ou que vous n'etes pas le(s) destinataire(s) vise(s), veuillez en aviser immediatement l'expediteur et supprimer ce message courriel.

31/01/2012



### FACSIMILE COVER SHEET

DATE: April 23, 2012

PAGES: 26 (including cover sheet)  
If you do not receive all pages, please phone Tammy Widdicks at (416) 365-9320

ATTENTION	FIRM NAME	FAX NUMBER	SENT
Ontario Energy Board		(416) 440-7656	

FROM:

FAX:

OUR FILE NUMBER:

RE:

ORIGINAL TO FOLLOW: ( ) no (x) by mail ( ) by courier

This material is intended for use only by the individual or entity to whom it is addressed and should not be read by, or delivered to, any other person. This material may contain privileged or confidential information, the disclosure or other use of which by other than the intended recipient may result in the breach of certain laws or the infringement of rights of third parties. If you have received this facsimile in error, please telephone us immediately (collect if necessary) that we can make arrangements for the return of this facsimile and any confirmation copy which you may receive by mail, at our expense.

COMMENTS: Please refer to attached documents: Letter and Complaint.

TRANSMISSION VERIFICATION REPORT

TIME : 04/23/2012 10:20  
 NAME :  
 FAX :  
 TEL :  
 SER.# :

DATE, TIME 04/23 10:17  
 FAX NO./NAME 94164407656  
 DURATION 00:02:56  
 PAGE(S) 26  
 RESULT COVERPAGE  
 MODE OK  
 STANDARD  
 ECM

FACSIMILE COVER SHEET

DATE: April 23, 2012

PAGES: 26 (including cover sheet)  
 If you do not receive all pages, please phone Tammy Widdicks at (416) 365-9320

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Ontario Energy Board		(416) 440-7656	

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**Chris Marijan**

---

**From:** [REDACTED]  
**Sent:** Wednesday, October 24, 2012 4:07 PM  
**To:** Andy Chung  
**Cc:** Donna Kinapen  
**Subject:** RE: OEB FILE 2012-0009682 - [REDACTED] - Consumption Usage

See below Andy..

[REDACTED]  
Sept 2011 24798m3 – Aug 2012 35010m3 = **10212m3**

[REDACTED]  
Sept 2011 68845m3 – Aug 2012 78790 = **9945m3**

[REDACTED]  
Sept 2011 227293m3 – Aug 2012 250734 = **23441m3**

[REDACTED]  
Sept 2011 553293m3 – Aug 2012 584807m3 = **31514m3**

[REDACTED]

**From:** Andy Chung [mailto:Andy.Chung@ontarioenergyboard.ca]  
**Sent:** Wednesday, October 24, 2012 2:14 PM  
**To:** [REDACTED]  
**Cc:** Donna Kinapen  
**Subject:** RE: OEB FILE 2012-0009682 - [REDACTED] - Consumption Usage

Hi [REDACTED]:

I would just like to follow up on my request below.

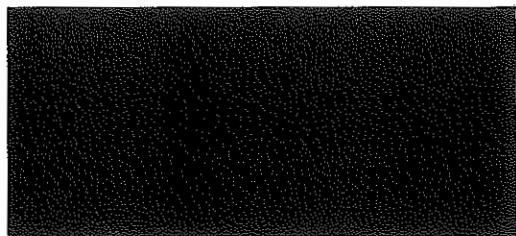
Can you let us know when you'll be able to retrieve the information?

Thanks,  
Andy

**From:** [REDACTED]  
**Sent:** October-16-12 4:48 PM  
**To:** Andy Chung

**Cc:** Donna Kinapen  
**Subject:** RE: OEB FILE 2012-0009682 - [REDACTED] Consumption Usage

Hi Andy, yes I will get this for you

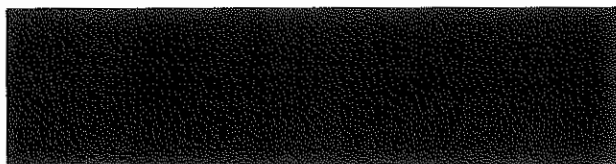


**From:** Andy Chung [mailto:Andy.Chung@ontarioenergyboard.ca]  
**Sent:** Tuesday, October 16, 2012 4:47 PM  
**To:** [REDACTED]  
**Cc:** Donna Kinapen  
**Subject:** OEB FILE 2012-0009682 - [REDACTED] Consumption Usage

Hi [REDACTED]:

The Board is currently looking into an issue for a consumer who signed into a gas marketer contract and we are seeking Enbridge's assistance.

Could you please provide information on the annual consumption usage for the following property?




Please respond back to this email ASAP.

Thanks,

Andy

**Andy Chung**  
**Analyst, Complaints**  
**Compliance and Consumer Protection**  
**Tel: 416-440-7733**

Ontario Energy Board  
2300 Yonge Street, 27th fl  
Toronto, Ontario M4P 1E4

 please don't print this e-mail unless you really need to.

\* As a Board-appointed Inspector, I am collecting this information under the express authority of Section 107 of the *Ontario Energy Board Act, 1998*. Pursuant to Section 4.14 of the *Act*, the Board may collect personal information for the purposes of carrying out its duties and exercising its powers under this *Act* or any other *Act*.

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you have received.

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**Chris Marijan**

---

**From:** Donna Kinapen  
**Sent:** Tuesday, November 27, 2012 12:51 PM  
**To:** [REDACTED]  
**Cc:** Andy Chung  
**Subject:** RE: [REDACTED] re Energy Contracts [REDACTED]

Good afternoon [REDACTED]. We are continuing to review the issue and do not have a response for you as yet. I apologize for the delay and will contact you as soon as we have further information.

Sincerely,

*Donna L. Kinapen  
Manager, Complaints  
Compliance & Consumer Protection  
Ontario Energy Board  
Phone 416-440-7706  
Fax 416-440-7656  
Email [donna.kinapen@ontarioenergyboard.ca](mailto:donna.kinapen@ontarioenergyboard.ca)*

**From:** [REDACTED]  
**Sent:** November 23, 2012 2:37 PM  
**To:** Donna Kinapen  
**Cc:** Andy Chung  
**Subject:** [REDACTED] re Energy Contracts [REDACTED]

Donna,

I am following up with our telephone conversation from October 26, wherein you advised me that the Board was considering [REDACTED]'s position as to whether or not [REDACTED] was a large volume consumer. You advised me that such a decision would take approximately 2 weeks. It is now almost a month later and we have yet to receive any further communication from the Board.

I trust that this issue has been determined by the Board with the result that [REDACTED] is not a large volume consumer.

As I am sure you can appreciate, and with the winter months approaching resulting in increased energy costs, it is our position that time is of the essence to resolve this matter.

Would you kindly contact me at your earliest convenience to provide me with an update on the status of this matter and how the investigation into [REDACTED] complaint will proceed.

Yours truly,

[REDACTED]