



November 12, 2015

Ms. Kirsten Walli
Board Secretary
Ontario Energy Board
Box 2319
2300 Yonge St, 27th Floor
Toronto, ON M4P 1E4

Via Email: Boardsec@ontarioenergyboard.ca & Courier

Dear Ms. Walli:

Re: EB-2015-0268
Onit Energy's Response to Proposed Form Changes

Further to the Board's October 30th, 2015 document outlining the proposed changes to the Disclosure Statement, Price Comparison, and Contract Verification Script et. al., Onit Energy Ltd. has included its comments to the aforementioned documents herein.

Should you require additional information, please do not hesitate to contact Onit Energy Ltd. at 416-307-2474 or 416-307-2462. Alternatively, Onit can be reached by email at morley.shulman@owenergy.com or david.balaban@owenergy.com.

Warmest regards,

David E. Balaban
President & COO, Onit Energy Ltd.

[Add OEB logo/Date: January 1, 2016]

Disclosure Statement [Dual Fuel Residential]

You have the Power to Choose -

Thinking of switching to a retail contract? There's a lot to think about. This Disclosure Statement was prepared by the Ontario Energy Board, the independent regulator, to help you understand your options, and some of your rights and responsibilities if you enter into a retail contract.

You have options – Your energy can be supplied by:

(a) Your gas and electricity utilities. For most consumers, the natural gas and electricity prices charged by utilities are set by the Ontario Energy Board (and change quarterly (gas) or semi-annually (electricity)

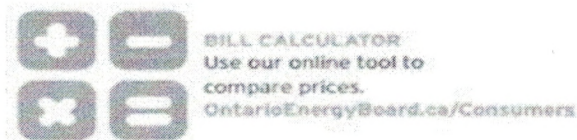
or

(b) An energy retailer, if you choose to enter into a contract. The Ontario Energy Board does not set prices for energy retailer contracts.

Either way, your energy service will continue.

• Helpful Hints

- Energy retailers are not permitted to ask you to enter into a contract on the doorstep of your home. Take the time that you need to decide if a retail contract is right for you.
- Savings are not guaranteed – Check the Price Comparison sheets you received from the energy retailer before making a decision.
- Energy retailers are private companies – not your utility, the Ontario Energy Board or the government. The Ontario Energy Board never visits consumers at home.
- **Compare prices** – The energy retailer must give you two Price Comparison sheets before you enter into a contract for natural gas and electricity (one each for natural gas and electricity) that compares the price currently charged by your utilities with the price offered by the energy retailer. It also explains that you still have to pay your share of the “Global Adjustment” in addition to the electricity price offered by the energy retailer.
- Review your utility bills to understand what you are paying for your energy today. This will help you when you think about the information on the Price Comparison sheets.
- Remember, a contract is only for the natural gas and electricity that you use. Even with a contract, you must still pay your gas and electricity utilities to have natural gas and electricity delivered to your home as you currently do with your utility.



Read the contract – A contract is a legal agreement between you and an energy retailer; you have rights but you also have obligations. Ensure you confirm the price offered, the term, cancellation rules, and cancellation fees.

Understand payment options – If you are on an equal payment plan, make sure you ask your electricity and natural gas utilities if you can stay on their plan if you enter into a contract.

After switching – What's next?

Confirming your contract

The energy retailer will call you 20-45 days after you've entered into a contract to verify that you wish to continue with the contract. The choice is yours. If you tell the energy retailer that you do not want to continue with the contract, your energy supply will not be switched. You will not have to pay a cancellation fee.

Acknowledgement

I have read and understood this Disclosure Statement. This Disclosure Statement is not part of the contract.

Signature _____ Date: _____

Remember, we're here to help you. Contact us if you have any questions.

[insert contact details]

Ce document est aussi disponible en français.

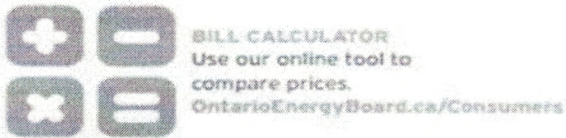
This Disclosure Statement is also available on the Ontario Energy Board's website (www.ontarioenergyboard.ca) in a large-print version and in the following languages: [list other languages].

Add OEB Logo/January 1, 2016

The Choice is Yours

This price comparison sheet can help you think about what your natural gas prices will be if you decide to buy your gas from the gas marketer that gave you this form. **Commercial numbers**

Table A and Table B below compare prices for an average residential customer who uses 3,064 m³ per year. It assumes that usage is the same every month. However, the amount of natural gas you actually use in each month changes throughout the year. If your actual monthly natural gas use is different, your monthly gas supply and transportation costs will also be different.



To compare prices based on your own natural gas use, you can use your current bill and the online bill calculator on the Ontario Energy Board's website.

Price Comparison from January 1st, 2015 – March 30th, 2015


If you purchase your natural gas from Enbridge Gas Distribution Inc. (Enbridge), your natural gas prices are reviewed and approved by the Ontario Energy Board, the independent regulator, and can change (higher or lower) every four months (January 1st, April 1st, July 1st and October 1st). Table A below shows Enbridge's natural gas prices in effect today. The monthly gas supply and transportation costs shown are for the **cost of the natural gas** that you use and for **related costs to deliver it**.

Table B below shows you the price offered by the gas marketer and will also show you whether transportation costs are included in the contract you are being offered or whether you would continue to pay the utility price for transportation. You will also have to pay **customer charges and charges for delivery (including storage) to your utility** every month, as well as any taxes payable on your total monthly bill.

Table A: Prices if you purchase natural gas from Enbridge	
Natural Gas Prices	Prices
Gas Supply 255 m ³ x 13.0967 cents	\$33.40
Transportation 255 m ³ x 6.4714 cents	\$16.50
Total	\$49.90

Table B: Contract Price offered by [gas marketer name]. This information has been prepared by the gas marketer.	
Natural Gas Prices	Prices
Gas Supply 255 m ³ x XX.XXXX cents	\$XX.XX
Transportation 255 m ³ x X.XXXX cents	\$XX.XX
[Marketer Charge]	\$X
[Marketer Charge]	\$X
[Marketer Charge]	\$X
Total	\$XX.XX

Description of Contract Price: The information below has been prepared by the natural gas marketer to describe the contract price that is being offered to you.



Acknowledgment

I have read and understood this Price Comparison. This Price Comparison is not part of the contract.

Signature: _____ Date: _____

Ce document est aussi disponible en français. [Insert OEB contact information]

Add OEB Logo/January 1, 2016

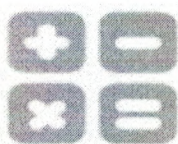
Price Comparison – For Commercial Users

This price comparison sheet can help you think about what your electricity prices will be if you decide to buy your electricity from the electricity retailer that gave you this form. It shows you what an average small business pays for electricity when buying its electricity from the utility and what that small business would pay if it bought electricity at the price offered by the electricity retailer. Table A and Table B below compare prices for a commercial customer who uses:

8000 kilowatt-hours (kWh) of electricity each month:

- 64% (or 512 kWh) during Off-Peak hours
- 18% (or 144 kWh) during Mid-Peak hours
- 18% (or 144 kWh) during On-Peak hours

The amount of electricity you use each month and your time-of-use pattern may be different. You may also be paying tiered prices rather than time-of-use.



BILL CALCULATOR
Use our online tool to
compare prices.
OntarioEnergyBoard.ca/Consumers

To compare prices based on your own electricity use and time-of-use pattern and pricing type, you can use your current electricity bill and the online bill calculator on the Ontario Energy Board's website.

January 1st 2015 – March 30th, 2015

Price Comparison

Most consumers buying electricity from their utility pay time-of-use electricity prices set by the Ontario Energy Board (OEB). Table A below shows the time-of-use prices in effect now, which are valid from November 1, 2015 to April 30, 2016. These prices can change (up and down) every May and November. Table B below shows the contract price offered by the electricity retailer that gave you this price comparison sheet. Retailer prices are not set by the OEB.

Remember, a contract is only for the costs on the electricity line of your bill. The Tables below only compare prices for that part of your bill. Even if you switch to a retailer, you will still have to pay other charges every month to have your electricity delivered to your home by your utility. These charges include delivery and regulatory charges, as well as taxes.

Table A: Prices if you purchase electricity from your Electricity Utility

Electricity Prices	Prices
Off-Peak 512 kWh x 8.3 cents	\$42.50
Mid-Peak 144 kWh x 12.8 cents	\$18.43
On-Peak 144 kWh x 17.5 cents	\$25.20
Subtotal	\$86.13
Global Adjustment*	An estimated monthly amount is already included in the above prices
Total	\$86.13

Table B: Contract Price offered by [retailer name]. This information has been prepared by the electricity retailer.

Electricity Prices	Prices
800 kWh x X.XX cents/kwh	\$XX.XX
[Retailer Charge]	\$X
[Retailer Charge]	\$X
[Retailer Charge]	\$X
Subtotal	\$XX.XX
Global Adjustment*:	\$XX.XX
800 kWh x YEAR TO DATE AVERAGE estimated (actual monthly amount may vary)	
Total	\$XX.XX

Description of Contract Price: The information below has been prepared by the electricity retailer to describe the contract price that is being offered to you.

*** About the Global Adjustment (GA):**

If you switch to a retailer, you will still have to pay your share of the GA (as you do today) in addition to the contract price. The GA is calculated each month, and can change every month. And you will start to see the GA as a separate line item on your electricity bill. For more information about the GA, see the OEB website.

Acknowledgment

I have read and understood this price comparison. This Price Comparison is not part of the contract.

Signature: _____ Date: _____

Ce document est aussi disponible en français. [Insert OEB contact information.]

Verification Call Script for Non-Residential Consumers – Natural Gas and Electricity

This script must only be used if all of the following conditions are met:

- (a) none of the locations covered by the contract are residential premises;*
- (b) all of the locations are covered by the same contract;*
- (c) no location covered by the contract has a level of consumption that annually is equal to or exceeds the amount prescribed under section 4 of Ontario Regulation 389/10 (General) made under the Energy Consumer Protection Act, 2010 (the ECPA Regulation); and*
- (d) all of the contract terms and conditions are the same for all of the locations (the contract terms and conditions for the supply of natural gas may be different from the contract terms and conditions for the supply of electricity, but the terms and conditions for the supply of each commodity must be the same for all locations).*

In this script, the term “energy retailer” is used to refer to the gas marketer / electricity retailer.

The verification call must be terminated if the ECPA Regulation or this script so requires.

The ECPA Regulation requires that the verification representative stop the verification process if he or she is advised that the energy retailer has committed an unfair practice, or if the verification representative has reasonable grounds to believe that the energy retailer has committed an unfair practice.

The verification representative must terminate the call at any time if the verification representative knows or ought to know that the energy retailer has taken or is taking an unconscionable action as defined in the ECPA Regulation, the individual is not reasonably able to protect his or her interests by reason of inability to understand English, or if the individual is not comfortable with the verification call being recorded. In this case, before terminating the call the verification representative must explain to the individual the reason for not proceeding with the verification process.

The energy retailer or verification company may have additional questions to ask of the individual. These questions must be asked after the following compulsory questions. For points that need confirmation from the individual, a Yes / No (Y/N) response is indicated at the end of the question.

A. Greeting

Provide the following:

1. Your name.
2. The name of your verification company (if energy retailer considers it necessary for the purpose of ensuring compliance with the CRTC's telemarketing rules).
3. The energy retailer's name.
4. Purpose of your call. It must be explained to the individual that the purpose of the call/discussion is to verify the contract).

"I need to let you know that this call is being recorded. If you are not comfortable with this call being recorded, please let me know at any time."

B. Questions

1. "Am I speaking with [account holder name]"? Y/N

*If the individual answers **yes** proceed to Q2*

*If the individual answers **no**, ask Q1A*

- 1a. "Do you have specific authorization to make arrangements for the supply of natural gas and electricity for specific locations of this business"? Y/N

*If **yes**, proceed to Q2*

*If **no**, ask:*

- 1b. "Has [account holder name] given you specific authorization to make arrangements for the supply of natural gas and electricity for specific locations of this business"? Y/N

*If **yes**, proceed to Q2*

*If **no**, ask:*

- 1c. "Is there someone else there that has specific authorization from [account holder name] to make arrangements for the supply of natural gas and electricity for specific locations of this business"? Y/N

If no, the verification representative shall indicate to the individual that the verification process cannot proceed because the individual does not appear

to have the authority to verify the contract, and the call must then be terminated.

2. "Today's date is [month, day and year]. Our records show that you signed a written copy of the contract[s], including the Price Comparison, Disclosure Statement and all of the terms and conditions, on [month, day and year]. Is that correct"? Y/N

For internet contracts:

2. "Today's date is [month, day and year]. Our records show that you received a copy of the contract(s) by email, including the terms and conditions on [month, day and year]. Is that correct"? Y/N

*If **yes**, and today's date is within 20 to 45 days of the date the consumer received the contract[s], proceed to Q3.*

*If **no**, and/or today's date is outside of the 20 to 45-day verification window, explain why you are unable to continue the verification process and terminate the call.*

If there are multiple locations, read Q3

3. "Our records state that the contract applies to more than one location of [name of business]. Our records also state that each location has a distinct utility account number. Can you please confirm that this is correct"? Y/N

"I would like to confirm the details for each location to which the contract applies. Our records state that the contract applies to the following: "

The verification representative shall identify each location covered by the contract, including the billing address with correct spelling, the service address with correct spelling and the utility that serves the location(s)

"Can you please confirm that this information is correct"? Y/N

If no, ensure the correct information is recorded.

*If **yes**, proceed to Q4.*

If the individual does not recall whether they received and signed the documents, the verification representative may offer to send a copy of the signed documents to the individual by email or other means of delivery. The verification representative may also ask the individual if there is a convenient time to call again once the signed copies of the documents have been received by the individual, but otherwise the call must then be terminated and the verification representative must advise the individual as follows:

"I am required to terminate the verification call at this time. A new verification call must be completed once you have received and signed the documents".

4. " I now need to ask you some contract specifics: ".

For electricity:

"Do you understand that you will pay [energy retailer]'s contract price of [xx cents per kWh for electricity for a term of [x] years"? Y/N

"You will continue to pay your utility for delivery charges as well as taxes. You will also pay your share of the Global Adjustment".

Read to explain the Global Adjustment if asked by the individual about the Global Adjustment (may also read even if not asked):

“Most electricity generating companies are paid either a rate set by the Ontario Energy Board or a contract rate negotiated with, or set by, the Independent Electricity System Operator. The Global Adjustment is the difference between these contracted or regulated rates and the money the generators earn in the wholesale marketplace. The Global Adjustment also covers the costs of some conservation programs. The Global Adjustment is calculated each month, and can change every month. Although it can be a credit, the Global Adjustment has been a charge in almost every month since 2006. All electricity consumers have to pay their share of the Global Adjustment whether on with a retailer or not. The electricity prices offered by your utility already include an estimate of the Global Adjustment. If you switch to a retailer, you will have to pay your share of the Global Adjustment in addition to the contract price. And you will start to see the Global Adjustment as a separate line item on your electricity bill.”

For natural gas:

“Do you understand that you will pay [energy retailer]’s contract price of [xx cents per cubic meter for natural gas for a term of [x] years”? Y/N

“You will continue to pay your utility for delivery charges, unless transportation and/or storage are included in the contract price, as well as taxes like you do today”.

If yes, proceed to Q7.

If no, explain the contract is only for the supply of natural gas and electricity and the business will continue to pay delivery charges, Global Adjustment on its electricity bills and taxes.

5. “Do you understand that you will pay [energy retailer]’s contract price[s] for [X years]”? Y/N

“There is no guarantee that [name of business] will save money on its electricity and/or gas energy bill[s] during the contract period”.

Ask the following question only if a green energy contract option was selected by the individual.

6. “I see you have selected [“green” option and price details]. Is this correct”? Y/N *(Repeat for both natural gas and electricity, if applicable).*

If the individual states that they no longer wish to have the additional option(s), the verification representative must then confirm that the individual is only verifying the contract and price details in Q6.

7. "Do you understand that you may cancel your [electricity contract and/or gas contract] with [energy retailer] in relation to any location any time up to [XX] days after you receive your second bill under the contract without paying a cancellation fee? You can cancel any time after that for a specific location but you may have to pay a cancellation fee". Y/N

*If **yes** proceed to Q8.*

*If **no** to any of Qs 7 and 9, be sure to explain that these details are specified in the terms of contract and ask:*

7a "Do you accept these terms"? Y/N

*If **yes**, continue to Q8*

*If **no**, explain why you are unable to continue the verification process and terminate the call.*

8. "Do you confirm that you choose to continue with [this contract/these contracts] and would you like to proceed with the purchase of [natural gas and/or electricity] from [Energy Retailer Name] for specific locations of [name of business]"? Y/N

*If **yes**, proceed to closing.*

*If **no**, because the individual wants more time to make a final decision on the natural gas/electricity contract(s), the verification representative may ask if there is a convenient time to call back but otherwise the call must be terminated. Where there is one contract for natural gas and another for electricity and the individual wishes to delay a decision on only one contract, the verification representative may continue with confirmation of the accepted contract.*

*If **no**, because the individual does not want to verify the contract[s] for any one or more of the locations covered by the contract, the verification representative may thank the individual for their time but otherwise the call must be terminated and the verification representative must inform the energy retailer of the individual's choice not to verify the contract[s]. Where there is one contract for natural gas and another for electricity and the individual states that they do not wish to verify one of the contracts the verification representative may continue with confirmation of the accepted contract and must inform the energy retailer of the individual's choice not to verify the other contract.*

9. "You can get more information from the Ontario Energy Board. Would you like the Ontario Energy Board's website address or toll-free number"? Y/N

If yes, provide the OEB's contact details.

C. CLOSING

"Thank you. Now that you have confirmed that you want to continue [this contract/these contracts], your electricity utility and your gas utility will each send

you a letter after the transfer has been done. The letters will tell you when [name of business] will start to pay the contract price for its electricity and natural gas. [Energy Retailer]'s name and telephone number will start to appear on [name of business]'s [natural gas /electricity] bill normally within 120 days. Please call that number if you have questions.”

Following the closing, the verification representative may ask additional information of the individual including confirming the correct spelling of the business name, address, utility account number[s], and telephone number[s].

Contract Cover Sheet - Highlights

This contract cover sheet explains some of the important parts of a contract for buying electricity and natural gas from an energy retailer.. It was prepared by the Ontario Energy Board, the independent regulator, to help educate you on retail marketing agreements.

Energy Retailer	<p>The Energy Retailer is the company that has offered you the Contract. The Energy Retailer:</p> <ul style="list-style-type: none"> ● is an independent company that sells electricity and natural gas ● is not your Utility or the government <p>An Energy Retailer is also called a “supplier”, an “electricity retailer” or “gas marketer”.</p>			
Utility	<p>An electricity Utility is the company that operates the wires that bring electricity to your door.</p> <p>A gas Utility is the company that operates the pipelines that bring natural gas to your door.</p> <p>A Utility is also called a “distributor” or a “distribution company”.</p>			
Account Holder	<p>You are an Account Holder if your name is on your Utility bill. Under the law, the only people who can agree to a Contract with an Energy Retailer for electricity or natural gas are:</p> <ul style="list-style-type: none"> ● the Account Holder ● the Account Holder’s spouse ● someone that the Account Holder has authorized to sign the Contract 			
Contract	<p>The Contract is a legal agreement between you and the Energy Retailer. It states the price you will pay for your electricity and your natural gas, as well as the terms and conditions of your purchase.</p> <p>Under the Contract:</p> <ul style="list-style-type: none"> ● you agree to buy your electricity and your natural gas from the Energy Retailer for an agreed period of time (called the Contract Length) ● you agree to pay the Contract Price for your electricity and your natural gas for that time period ● you agree to all of the terms and conditions provided to you by the Energy Retailer 			
Contract Length	<p>This is how long your Contract with your Energy Retailer will last. It can be for up to 5 years.</p> <p>You will find details under the title “Contract Length” in the Contract.</p>			
Start Date of Supply	<p>If you agree to a Contract, the Energy Retailer will ask your Utility to transfer you to the Contract Price. This switch is called “enrolment”. The transfer to the Contract Price normally begins within 120 days.</p> <p>Your electricity Utility and your gas Utility will each send you a letter after the transfer has been done. The letter will tell you when you will start to pay the Contract Price for your electricity or your natural gas.</p>			
Contract Price: What You Must Pay Under the Contract	<p>This is what you agree to pay under the Contract for the electricity and the natural gas that you use. You will find details under the title “Contract Price” in the Contract.</p> <p>An estimate of the Contract Price that you will pay each month if you enter into the Contract is shown in the Price Comparison that the Energy Retailer must give you with this Contract.</p> <table border="1" data-bbox="288 2353 1439 2563"> <tr> <td data-bbox="288 2353 762 2563"> <p>For electricity:</p> <p>The Contract Price includes:</p> <ul style="list-style-type: none"> ● The price for the electricity that you use. Electricity use </td> <td data-bbox="767 2353 1439 2563"> <p>For natural gas:</p> <p>The Contract Price includes:</p> <ul style="list-style-type: none"> ● The price for the natural gas that you use. Natural gas use is measured in cubic metres </td> </tr> </table>		<p>For electricity:</p> <p>The Contract Price includes:</p> <ul style="list-style-type: none"> ● The price for the electricity that you use. Electricity use 	<p>For natural gas:</p> <p>The Contract Price includes:</p> <ul style="list-style-type: none"> ● The price for the natural gas that you use. Natural gas use is measured in cubic metres
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	<p>is measured in kilowatt hours or “kWh”. The price for the electricity that you use is shown in \$/kWh</p> <ul style="list-style-type: none"> • Any other amount that the Energy Retailer is making you pay under the Contract 	<p>or “m³”. The price for the natural gas that you use is shown in \$/m³</p> <ul style="list-style-type: none"> • Any other amount that the Energy Retailer is making you pay under the Contract, and includes <i>[Energy Retailer to tick applicable boxes below]</i> <input type="checkbox"/> a price for getting natural gas to your utility (this is called “transportation”) <input type="checkbox"/> a price for holding on to the natural gas until you need it (this is called “storage”)
<p>Charges You Must Still Pay to Others</p>	<p>For electricity:</p> <p>There are other charges that you still have to pay in addition to the Contract Price for electricity even if you agree to the Contract.</p> <p>All these other charges are listed under the title “Charges you Must Pay to Others” in the Contract.</p> <p>Some of them are:</p> <ul style="list-style-type: none"> • what you have to pay your Utility to bring your electricity to your door • your share of the Global Adjustment. The Global Adjustment is explained in the Price Comparison that the Energy Retailer must have given you and on the Ontario Energy Board website • taxes 	<p>For natural gas:</p> <p>There are other charges that you still have to pay in addition to the Contract Price for natural gas even if you agree to the Contract.</p> <p>All these other charges are listed under the title “Charges you Must Pay to Others” in the Contract.</p> <p>Some of them are:</p> <ul style="list-style-type: none"> • what you have to pay your Utility to bring your natural gas to your door, except for transportation and/or storage if these are included in the Contract Price as shown above • taxes
<p>Cancellation Fee</p>	<p>This is what the Energy Retailer can make you pay if you decide to end your Contract for no reason after you receive your second Utility bill under the Contract.</p>	
<p>Renewing or Extending the Contract</p>	<p>Before the Contract Length is over, the Energy Retailer can ask that you consider staying with the Contract for longer.</p> <p>The Energy Retailer will do this by sending you documents that explain what the Energy Retailer is offering you. The offer can include a change in the Contract Price, for example.</p>	

Ce document est aussi disponible en français.

This contract cover sheet is also available on the OEB’s website (www.ontarioenergyboard.ca) in a large-print version and in the following other languages [to be listed]