

# STIKEMAN ELLIOTT

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**VIA FACSIMILE AND COURIER**

October 12, 2000  
Our File No. 105632-1001

Ms. Kathi Litt  
Regulatory Officer  
Ontario Energy Board  
P.O. Box 2319  
2300 Yonge Street  
Suite 2601  
Toronto, Ontario  
M4P 1E4

Dear Ms. Litt:

**Re: Distributor Access Rule**

Further to Ms. Powell's letter dated September 26, 2000, Innofone Energy Services ("Innofone"), a newly created energy services provider which will be applying shortly to the Ontario Energy Board ("OEB") for a gas marketer's licence, wishes to make a brief comment on the draft Gas Distributor Access Rule ("DAR").

**Section 7: Service Transfer Requests**

Section 7 of the DAR contains many of the same principles as are found in the Retail Settlement Code ("RSC"). Innofone supports the convergence between principles used in the natural gas and electricity markets.

Section 10.5 of the RSC, "Rules and Procedures for Processing Service Transactions Involving a Change in Electricity Service Provider", contains the following provision:

"Nothing in sections 10.5 to 10.5.5 should be interpreted as in any way interfering with the contractual rights or obligations of retailers or consumers or the remedies available to retailers or consumers to enforce those contractual rights or obligations."

The draft DAR does not contain a similar provision and Innofone submits that it should since the same issues of sanctity of contract arise in natural gas marketing as in electricity retailing.

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Innofone therefore submits that Section 7.3 of the draft DAR should be amended to include a new section, 7.3.5, which would read as follows:

“Nothing in sections 7.4 to 7.6 should be interpreted as in any way interfering with the contractual rights or obligations of natural gas marketers or consumers or the remedies available to natural gas marketers or consumers to enforce those contractual rights or obligations.”

Yours truly,

David M. Brown

/jpl

cc: Mr. Nino Silvestri  
(*Innofone Energy Services*)