



# Ontario Energy Board Commission de l'énergie de l'Ontario

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## DECISION AND ORDER

EB-2018-0113

### ENSQR CORP.

Application for a Unit Sub-Metering Licence

BY DELEGATION,

BEFORE: **Brian Hewson**  
Vice President, Consumer Protection & Industry Performance

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July 26, 2018

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## Decision and Order

ENSQR Corp.(Ensqr) filed an application on February 26, 2018 with the Ontario Energy Board (OEB), under section 60 of the *Ontario Energy Board Act, 1998* (OEB Act) to renew its unit sub-metering licence ES-2012-0461. The licence would allow the applicant to continue providing unit sub-metering services in Ontario.

This Decision and Order is being issued by the Delegated Authority without a hearing pursuant to section 6(4) of the OEB Act.

On April 25, 2018, the OEB issued a letter informing the applicant that the licence application has been put in abeyance until the OEB makes a determination in EB-2016-0380. The EB-2016-0380 is a proceeding on the OEB's own motion under section 112.2 of the OEB Act to revoke licence ES-2012-0461 held by Ensqr. The Notice of Intention was issued on February 1, 2017 in relation to Ensqr's failure to comply with certain conditions of its licence, and more specifically, Ensqr's failure to apply rate assistance to a customer's bill under the Ontario Electricity Support Program (OESP).

On July 19, 2018, the OEB issued its Decision and Order in the EB-2016-0380 proceeding. The OEB determined that Ensqr has been able to overcome its inability to complete the processing of required functions associated with the provision of OESP credits to eligible customers and decided not to revoke Ensqr's licence.

After considering the licence renewal application, the OEB finds it to be in the public interest to issue the unit sub-metering licence under Part V of the Act to Ensqr Corp.

Ensqr is reminded, as it was in the EB-2016-0380 Decision and Order, that as a licensed unit sub-meter provider it is obligated to comply with all legal and regulatory obligations and have the policies, processes and procedures in place to ensure such compliance.

### IT IS ORDERED THAT:

1. The application for a unit sub-metering licence is granted, on such conditions as are contained in the attached licence.

**DATED** at Toronto, July 26, 2018

**ONTARIO ENERGY BOARD**

*Original Signed By*

Brian Hewson  
Vice President, Consumer Protection & Industry Performance



# Unit Sub-Metering Licence

## ES-2018-0113

### ENSQR Corp. – Division of Enviroen Inc.

Valid Until

July 25, 2023

*Original Signed By*

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**Brian Hewson**  
**Vice President, Consumer Protection & Industry Performance**  
**Ontario Energy Board**  
**Date of Issuance: July 26, 2018**

Ontario Energy Board  
P.O. Box 2319  
2300 Yonge Street  
27th Floor  
Toronto, ON M4P 1E4

Commission de l'énergie de l'Ontario  
C.P. 2319  
2300, rue Yonge  
27e étage  
Toronto ON M4P 1E4

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## 1 Definitions

In this Licence:

"**Act**" means the *Ontario Energy Board Act, 1998*, S.O. 1998, c. 15, Schedule B;

"**Board**" means the Ontario Energy Board;

"**Code**" means the Unit Sub-Metering Code issued by the Board;

"**consumer**" means a person who uses, for the person's own consumption, electricity that the person did not generate;

"**distributor**" means a person who owns or operates a distribution system;

"**Electricity Act**" means the *Electricity Act, 1998*, S.O. 1998, c. 15, Schedule A;

"**ECPA**" means *Energy Consumer Protection Act, 2010*, S.O. 2010, c. 8;

"**Licensee**" means ENSQR Corp. - Division of Enviroen Inc.;

"**Market Rules**" means the rules made under section 32 of the Electricity Act;

"**OCEBA**" means the *Ontario Clean Energy Benefit Act, 2010*, S.O. 2010, c. 26, Schedule 13;

"**Regulation**" means regulations made under the Act, the Electricity Act, the ECPA, or the OCEBA; and

"**retailer**" means a person who retails electricity.

## 2 Interpretation

- 2.1 In this Licence, words and phrases shall have the meaning ascribed to them in the Act, the Electricity Act, or the ECPA. Words or phrases importing the singular shall include the plural and vice versa. Headings are for convenience only and shall not affect the interpretation of the Licence. Any reference to a document or a provision of a document includes an amendment or supplement to, or a replacement of, that document or that provision of that document. In the computation of time under this Licence, where there is a reference to a number of days between two events, they shall be counted by excluding the day on which the first event happens and including the day on which the second event happens and where the time for doing an act expires on a holiday, the act may be done on the next day that is not a holiday.

## 3 Authorization

- 3.1 The Licensee is authorized, under Part V of the Act and subject to the terms and conditions set out in this Licence, to engage in unit sub-metering.
- 3.2 The Licensee is authorized to conduct business in the name under which this Licence is issued, or any trade name(s) listed in Schedule 1.

#### **4 Obligation to Comply with Legislation, Regulations and Market Rules**

- 4.1 The Licensee shall comply with all applicable provisions of the Act, the Electricity Act, the ECPA, the OCEBA, and the Regulations.
- 4.2 The Licensee shall comply with all applicable Market Rules.

#### **5 Obligation to Comply with Codes**

- 5.1 The Licensee shall at all times comply with the Code issued by the Board.
- 5.2 The Licensee shall:
- a) make a copy of the Code available for inspection by members of the public at its head office and regional offices during normal business hours; and
  - b) provide a copy of the Code to any person who requests it.
- 5.3 The Licensee may impose a fair and reasonable charge for the cost of providing the copies referred to in section 5.2(b).

#### **6 Provision of Information to the Board**

- 6.1 The Licensee shall maintain and provide, in the manner and form determined by the Board, such information as the Board may require from time to time.
- 6.2 Without limiting the generality of paragraph 6.1, the Licensee shall notify the Board of any material change in circumstances that adversely affects or is likely to adversely affect the business, operations or assets of the Licensee as soon as practicable, but in any event no more than twenty (20) days past the date upon which such change occurs.

#### **7 Restrictions on Provision of Information**

- 7.1 The Licensee shall not use information regarding a consumer, retailer or distributor obtained for one purpose for any other purpose without the written consent of the consumer, retailer or distributor.
- 7.2 The Licensee shall not disclose information regarding a consumer, retailer or distributor to any other party without the written consent of the consumer, retailer or distributor, except where such information is required to be disclosed:
- a) to comply with any legislative or regulatory requirements, including the conditions of this Licence;
  - b) for billing or settlement purposes;
  - c) for law enforcement purposes; or
  - d) to a debt collection agency for the processing of past due accounts of the consumer, retailer or distributor.

- 7.3 The Licensee may disclose information regarding consumers, retailers or distributors where the information has been sufficiently aggregated such that their particular information cannot reasonably be identified.
- 7.4 The Licensee shall inform consumers, retailers and distributors of the conditions under which their information may be released to a third party without their consent.
- 7.5 If the Licensee discloses information under this section, the Licensee shall ensure that the information provided will not be used for any other purpose except the purpose for which it was disclosed.

## **8 Term of Licence**

- 8.1 This Licence shall take effect on July 26, 2018 and expire on July 25, 2023. The term of this Licence may be extended by the Board.

## **9 Fees and Assessments**

- 9.1 The Licensee shall pay all fees charged to it by the Board and all amounts assessed to it by the Board.

## **10 Communication**

- 10.1 The Licensee shall designate a person that will act as a primary contact with the Board on matters related to this Licence. The Licensee shall notify the Board promptly should the contact details change.
- 10.2 All official communication relating to this Licence shall be in writing.
- 10.3 All written communication is to be regarded as having been given by the sender and received by the addressee:
- a) when delivered in person to the addressee by hand, by registered mail or by courier;
  - b) ten (10) business days after the date of posting if the communication is sent by regular mail; and
  - c) when received by facsimile transmission by the addressee, according to the sender's transmission report.

## **11 Copies of the Licence**

- 11.1 The Licensee shall:
- a) make a copy of this Licence available for inspection by members of the public at its head office and regional offices during normal business hours; and
  - b) provide a copy of this Licence to any person who requests it.
- 11.2 The Licensee may impose a fair and reasonable charge for the cost of providing the copies referred to in section 11.1(b).



**SCHEDULE 1            AUTHORIZED TRADE NAMES**

1. ENVIROEN
2. EN3