



**EB-2008-0303**

**IN THE MATTER OF** the *Ontario Energy Board Act*,  
1998, S.O.1998, c.15, Schedule B;

**AND IN THE MATTER OF** an application by Planet  
Energy (Ontario) Corp. for a Gas Marketer licence.

By delegation, before: Jennifer Lea

### **DECISION AND ORDER**

Planet Energy (Ontario) Corp. ("Planet") filed an application dated September 10, 2008 with the Ontario Energy Board under section 48 of the *Ontario Energy Board Act*, 1998 for a Gas Marketer licence.

The Board's Notice of Application and Written Hearing for a Gas Marketer licence was published on October 10, 2008.

On October 27, 2008, Ontario Energy Savings LP ("OESLP") objected to Planet's application stating that certain principals of Planet are contractually bound not to compete with OESLP and its affiliates in the Ontario retail market, and that to grant Planet the licence requested would be materially prejudicial to OESLP and possibly cause them significant harm.

On October 28, 2008, Planet responded stating that the matters raised by OESLP are contractual in nature and do not fall within the jurisdiction of the Ontario Energy Board. Planet stated, "If OESLP believes that Planet is in breach of any contractual obligations than the proper forum for adjudication is not the licence application process, but rather the courts".

I have considered whether the allegation made by OESLP regarding a possible lack of compliance with a non-competition contract is sufficient to raise doubts as to the good conduct of Planet or Planet's officers and directors. I am not persuaded that it is. Furthermore, I agree with the submission of Planet, included in its response of October 28, 2008, that the denial of a gas marketer licence is not the proper remedy for any future breach of contract that may result from Planet's activity under its licence. It is not part of the Board's licensing function to review and enforce non-competition agreements.

After considering the application, I find it to be in the public interest to issue the Gas Marketer licence under Part IV of the Act.

**IT IS THEREFORE ORDERED THAT:**

The application for a Gas Marketer licence is granted, on such conditions as are contained in the attached licence.

**DATED** at Toronto, January 26, 2009.

ONTARIO ENERGY BOARD

*Original signed*

Jennifer Lea  
Counsel, Special Projects



# Gas Marketer Licence

**GM-2008-0303**

**Planet Energy (Ontario) Corp.**

**Valid Until**

**January 25, 2014**

*Original signed by*

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**Jennifer Lea**  
**Counsel, Special Projects**  
**Ontario Energy Board**  
**Date of Issuance: January 26, 2009**

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## **1 Definitions**

In this Licence:

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

"**low-volume consumer**" means a person who annually uses less than 50,000 cubic meters of gas;

"**Licensee**" means Planet Energy (Ontario) Corp.;

"**regulation**" means a regulation made under the Act.

## **2 Interpretation**

- 2.1 In this Licence, words and phrases shall have the meaning ascribed to them in the Act. 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 this 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. 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 IV of the Act, and subject to the terms and conditions set out in this Licence:
- a) to sell or offer to sell gas to a low-volume consumer;
  - b) to act as the agent or broker for seller of gas to a low-volume consumer; and
  - c) to act or offer to act as the agent or broker of a low-volume consumer in the purchase of gas.
- 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 and Regulations**

- 4.1 The Licensee shall comply with all applicable provisions of the Act and regulations under the Act except where the Licensee has been exempted from such compliance by regulation.

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

- 5.1 The Licensee shall at all times comply with all applicable provisions of the Code of Conduct for Gas Marketers, as issued and amended by the Board from time to time under Part III of the Act.
- 5.2 This 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. The Licensee may impose a fair and reasonable charge for the cost of providing copies.

## **6 Agent for Service**

- 6.1 If the Licensee does not have an office or other place of business in Ontario, the Licensee shall ensure the continuing appointment at all times of an individual who is a resident of Ontario and is at least 18 years old, or a corporation that has its head office or registered office in Ontario, as the Licensee's agent for service in Ontario on whom service of process, notices or other documentation may be made.

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

- 7.1 The Licensee shall maintain records of and provide, in the manner and form determined by the Board, such information as the Board may require from time to time.
- 7.2 Without limiting the generality of paragraph 7.1, 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.

## **8 Customer Complaint and Dispute Resolution**

- 8.1 The Licensee shall participate in a consumer complaints resolution process selected by the Board.

## **9 Term of Licence**

- 9.1 This Licence shall take effect on January 26, 2009 and expire on January 25, 2014. The term of this Licence may be extended by the Board.

## **10 Fees and Assessments**

- 10.1 The Licensee shall pay all fees charged and amounts assessed by the Board.

## **11 Communication**

- 11.1 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.

- 11.2 All official communication relating to this Licence shall be in writing.
- 11.3 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; or
  - c) when received by facsimile transmission by the addressee, according to the sender's transmission report.

## **12 Copies of the Licence**

- 12.1 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. The Licensee may impose a fair and reasonable charge for the cost of providing copies.



**SCHEDULE 1 AUTHORIZED TRADE NAMES**

1. Planet Energy