



**EB-2006-0328**

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

**AND IN THE MATTER OF** an application pursuant to  
section 52 of the *Ontario Energy Board Act, 1998* by Energy  
One Canada Inc. to amend its Gas Marketer Licence GM-  
2005-0267.

**AND IN THE MATTER OF** an application pursuant to  
section 52 of the *Ontario Energy Board Act, 1998* by Energy  
Source Canada Inc. to amend its Gas Marketer Licence GM-  
2004-0207.

**By delegation, before:** Jennifer Lea

## **DECISION AND ORDER**

Energy One Canada Inc. ("Energy One") and Energy Source Canada Inc. ("Energy Source"), also described as the Applicants, are licensed gas marketers. The Applicants filed applications with the Ontario Energy Board (the "Board") pursuant to section 52 of the *Ontario Energy Board Act, 1998* for an order of the Board to amend Energy One's gas marketer licence GM-2005-0267 to remove the trade name Gloworm Gas Inc. ("Gloworm") from its licence and to add the trade name Gloworm to Energy Source's gas marketer licence GM-2004-0207. The applications were received by the Board on December 12, 2006 and January 5, 2007.

The licence amendments are granted.

### **The Application**

Energy One requested the removal of the Gloworm trade name from its licence and asked that the trade name be given to another licensed natural gas marketer, Energy Source. I note that an approval of this nature requires the removal of the Gloworm trade name from Schedule 1 of Energy One's gas marketer licence and the addition of the subject trade name to Schedule 1 of Energy Source's gas marketer licence.

Energy Source requested that the trade name be added to its licence as it purchased Gloworm from Energy One as of December 31, 2006.

Energy One states that the contracts currently held in the name of Gloworm will remain with Energy One. The customers that originally signed under the Gloworm trade name have been flowing under Energy One as indicated on their utility bill. Energy One states that these customers will not see a change to their bills, and that notification is not necessary.

## **Findings**

Pursuant to subsection 6(1) of the Act, I have been delegated the powers and duties of the Board with respect to the determination of applications made under section 52 of the Act. This order is made under the authority of that delegation and is based on the evidence filed in support of the application.

I am satisfied that no person will be adversely affected in a material way by this change and therefore I have proceeded without a hearing pursuant to section 21(4)(b) of the Act, and the applicants have consented to disposing of the application without a hearing.

I find the licence amendments are in the public interest.

## **IT IS ORDERED THAT:**

Energy One Canada Inc.'s Gas Marketer Licence GM-2005-0267 is amended to reflect the removal of the trade name Gloworm Gas Inc. The new licence is attached to this Decision and Order.

Energy Source Canada Inc.'s Gas Market Licence GM-2004-0207 is amended to reflect the addition of the trade name Gloworm Gas Inc. The new licence is attached to this Decision and Order.

Under section 7(1) of the *Ontario Energy Board Act, 1998*, this decision may be appealed to the Board within 15 days.

**DATED** at Toronto, **February 22, 2007**

ONTARIO ENERGY BOARD

*Original signed by*

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Jennifer Lea  
Special Advisor, Market Operations



# **Gas Marketer Licence**

**GM-2005-0267**

**Energy One Canada Inc.**

**Valid Until**

**May 31, 2010**

*Original signed by*

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**Jennifer Lea**  
**Special Advisor, Market Operations**  
**Ontario Energy Board**

**Date of Issuance: June 1, 2005**

**Date of Amendment: November 17, 2005**

**Date of Amendment: March 22, 2006**

**Date of Amendment: June 23, 2006**

**Date of Amendment: February 22, 2007**

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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 Energy One Canada Inc.;

"**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 June 1, 2005 and expire on May 31, 2010. 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. None