



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

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## DECISION AND ORDER

EB-2016-0226/EB-2016-0227

## XOOM ENERGY ONT, ULC

Applications for Gas Marketer & Electricity Retailer Licences

BY DELEGATION,

BEFORE: Peter Fraser  
Vice President

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November 10, 2016

## Decision and Order

XOOM Energy ONT, ULC (XOOM Energy) filed separate applications on July 18, 2016 with the Ontario Energy Board (OEB), under section 50 and section 60 of the *Ontario Energy Board Act, 1998* for a Gas Marketer Licence and Electricity Retailer Licence, respectively. The licences would allow the applicant to market natural gas and retail electricity to customers in Ontario.

A Notice of Application and Written Hearing was posted on the OEB's website on August 8, 2016. The Notice provided time for interrogatories and submissions on the application evidence, as well responses from the applicant. On August 18, 2016, Planet Energy (Ontario) Corp. (Planet Energy) filed interrogatories on the application. On August 25, 2016, OEB Staff filed interrogatories on the application. The applicant responded to those interrogatories on September 12, 2016.

On September 30, 2016 the OEB issued Procedural Order #1 extending the time for submissions on the application evidence. OEB staff filed a submission on the application evidence on October 6, 2016. Planet Energy filed a submission on the application evidence on October 7, 2016. XOOM Energy replied to the submissions on October 14, 2016. Following completion of the record, on October 18, 2016, Planet Energy filed a submission in reply to XOOM Energy's reply submission. XOOM Energy replied to Planet Energy's submission on the same day. On October 19, 2016 Planet Energy responded to XOOM Energy's response.

This Decision and Order is being issued by Delegated Authority, pursuant to Section 6 of the Act.

After considering the evidence, I find it to be in the public interest to issue a Gas Marketer and Electricity Retailer Licence to XOOM Energy. The licences will have a term of two years. This term will give the applicant an opportunity to establish itself as reliable market participant in the Ontario gas marketing and electricity retailing market. The two year term will also allow the OEB to assess and review XOOM Energy's experience in the marketplace should it choose to file for renewal of its licences.

### IT IS ORDERED THAT:

1. The applications for a gas marketer licence and electricity retailer licence are granted, on such conditions as are contained in the attached licences.

**DATED** at Toronto, November 10, 2016

**ONTARIO ENERGY BOARD**

*Original Signed By*

Peter Fraser  
Vice President



**Gas Marketer Licence**

**GM-2016-0226**

**XOOM Energy ONT, ULC**

**Valid Until**

**November 9, 2018**

*Original signed by*

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**Peter Fraser**  
**Vice President**  
**Ontario Energy Board**  
**Date of Issuance: November 10, 2016**

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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 XOOM Energy ONT, ULC;

“**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 a 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 November 10, 2016 and expire on November 9, 2018. 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. XOOM Energy Ontario
2. XOOM Energy



# Electricity Retailer Licence

**ER-2016-0227**

**XOOM Energy ONT, ULC**

**Valid Until**

**November 9, 2018**

*Original signed by*

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**Peter Fraser**  
**Vice President**  
**Ontario Energy Board**  
**Date of Issuance: November 10, 2016**

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## 1 Definitions

In this Licence:

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

“**consumer**” means a person who uses, for the person’s own consumption, electricity that the person did not generate;

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

“**Licensee**” means XOOM Energy Ont, ULC;

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

“**regulation**” means a regulation made under the Act or the Electricity Act; and

“**residential or small business consumer**” means a consumer who annually uses less than 150,000 kWh of electricity;

For the purpose of this Licence, the terms “retailer” and “retailing” do not apply to a Licensed Distribution Company fulfilling its obligations under section 29 of the Electricity Act.

## 2 Interpretation

- 2.1 In this Licence, words and phrases shall have the meaning ascribed to them in the Act or the Electricity 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 V of the Act and subject to the terms and conditions set out in this Licence:
- a) to sell or offer to sell electricity to a consumer;
  - b) to act as the agent or broker for a retailer with respect to the sale or offering for sale of electricity to a consumer who is not a residential or small business consumer; and
  - c) to act or offer to act as the agent or broker for a consumer with respect to the sale or offering for sale of electricity to a consumer who is not a residential or small business consumer.

- 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 and regulations under these Acts, except where the Licensee has been exempted from such compliance by regulation.
- 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 following Codes (collectively the "Codes") approved by the Board, except where the Licensee has been specifically exempted from such compliance by the Board:
- a) the Electricity Retailer Code of Conduct;
  - b) the Retail Settlement Code; and
  - c) the Retail Metering Code.
- 5.2 The Licensee shall:
- a) make a copy of the Codes 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 Codes 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 Market Power Mitigation Rebates**

- 7.1 The Licensee shall comply with the pass through of Ontario Power Generation rebate conditions set out in Appendix A of this Licence.

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

- 8.1 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.
- 8.2 Without limiting the generality of paragraph 8.1, 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.

## **9 Customer Complaint and Dispute Resolution**

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

## **10 Term of Licence**

10.1 This Licence shall take effect on November 10, 2016 and expire on November 9, 2018. The term of this Licence may be extended by the Board.

## **11 Fees and Assessments**

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

## **12 Communication**

12.1 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.

12.2 All official communication relating to this Licence shall be in writing.

12.3 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.

## **13 Copies of the Licence**

13.1 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. XOOM Energy Ontario
2. XOOM Energy

## **APPENDIX A**

### **MARKET POWER MITIGATION REBATES**

“OPGI” means Ontario Power Generation Inc.

A retailer shall promptly pass through a portion of the rebate received from a distributor to those consumers who are not receiving the fixed price under sections 79.4 and 79.5 of the *Ontario Energy Board Act, 1998* and who are served by the retailer but who have not assigned the benefit of the rebate payment to the retailer.

If requested in writing by OPGI, the retailer shall ensure that all rebates paid to consumers are identified as coming from OPGI in the following from on or with each bill or cheque.

“ONTARIO POWER GENERATION INC. rebate“

A retailer shall promptly return to a distributor any portion of the rebate received from the distributor which relates to low-volume or designated consumers receiving the fixed commodity price for electricity under sections 79.4 and 79.5 of the *Ontario Energy Board Act, 1998*, who are served by the retailer but who have not assigned the benefit of the rebate payment to the retailer or another party.

The amounts paid out to consumers or returned to the distributor shall be based on energy consumed and calculated in accordance with the rules set out in the Retail Settlement Code.

Amounts payable by the retailer may be made by way of set off at the discretion of the retailer.

### **ONTARIO POWER GENERATION INC. REBATES**

For the payments that relate to the period from May 1, 2006 to April 30, 2009, the rules set out below shall apply:

“OPGI” means Ontario Power Generation Inc.

A retailer shall promptly pass through a portion of the rebate received from a distributor to those consumers who are not receiving the fixed price under sections 79.4 and 79.5 of the *Ontario Energy Board Act, 1998* and who are served by the retailer but who have not assigned the benefit of the rebate payment to the retailer.

If requested in writing by OPGI, the retailer shall ensure that all rebates paid to consumers are identified as coming from OPGI in the following from on or with each bill or cheque.

“ONTARIO POWER GENERATION INC. rebate“

The amounts paid out to consumers or returned to the distributor shall be based on energy consumed and calculated in accordance with the rules set out in the Retail Settlement Code.

Amounts payable by the retailer may be made by way of set off at the discretion of the retailer.