



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

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## **DECISION AND ORDER**

**EB-2018-0252**

**LEDDIRECT INC.**

**Application for a Unit Sub-metering Licence**

**BY DELEGATION,**

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

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**April 11, 2019**

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**DECISION AND ORDER**

LEDdirect Inc. filed a complete application on January 28, 2019 with the Ontario Energy Board (OEB), under section 60 of the *Ontario Energy Board Act, 1998* (OEB Act) for a unit sub-metering licence. The granting of this licence would enable the applicant to provide unit sub-metering services to consumers in Ontario.

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

After considering the application and assessing the technical capability and financial viability of the applicant, the OEB finds it to be in the public interest to issue a unit sub-metering licence to LEDdirect Inc. The OEB also finds that the term of the licence shall be for two years during which the applicant will have the opportunity to establish itself as a participant in the Ontario unit sub-metering sector. The OEB will assess the applicant's experience and performance in the marketplace should it choose to file for renewal of its licence in two years.

**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, April 11, 2019

**ONTARIO ENERGY BOARD**

*Original signed by*

Brian Hewson  
Vice President, Consumer Protection & Industry Performance



# Unit Sub-Metering Licence

**ES-2018-0252**

**LEDdirect Inc.**

**Valid Until**

**April 10, 2021**

*Original signed by*

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**Brian Hewson**

**Vice President, Consumer Protection & Industry Performance**

**Ontario Energy Board**

**Date of Issuance: April 11, 2019**

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|            | <b>Table of Contents</b>                                                  | <b>Page No.</b> |
|------------|---------------------------------------------------------------------------|-----------------|
| 1          | Definitions .....                                                         | 1               |
| 2          | Interpretation .....                                                      | 1               |
| 3          | Authorization .....                                                       | 1               |
| 4          | Obligation to Comply with Legislation, Regulations and Market Rules ..... | 2               |
| 5          | Obligation to Comply with Codes .....                                     | 2               |
| 6          | Provision of Information to the Board.....                                | 2               |
| 7          | Restrictions on Provision of Information .....                            | 2               |
| 8          | Term of Licence .....                                                     | 3               |
| 9          | Fees and Assessments.....                                                 | 3               |
| 10         | Communication .....                                                       | 3               |
| 11         | Copies of the Licence.....                                                | 3               |
| SCHEDULE 1 | Authorized Trade Names .....                                              | 4               |

## 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 LEDdirect 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 April 11, 2019 and expire on April 10, 2021. 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. NRGdirect
2. EVdirect