



Unit Sub-Metering Licence

ES-2022-0113

ND Energy Inc.

Valid Until

May 18, 2027

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Ontario Energy Board
Date of Issuance: May 19, 2022

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	Table of Contents	Page No.
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
12	Administration of COVID-19 Energy Support Program.....	4
13	Administration of COVID-19 Energy Support Program – Small Business.....	6
Schedule 1	Authorized Trade Names	9

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 ND Energy 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:
 - 5.2.1 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
 - 5.2.2 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:
 - 7.2.1 to comply with any legislative or regulatory requirements, including the conditions of this Licence;
 - 7.2.2 for billing or settlement purposes;
 - 7.2.3 for law enforcement purposes; or
 - 7.2.4 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 May 19, 2022 and expire on May 18, 2027. 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:
 - 10.3.1 when delivered in person to the addressee by hand, by registered mail or by courier;
 - 10.3.2 ten (10) business days after the date of posting if the communication is sent by regular mail; and
 - 10.3.3 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:
 - 11.1.1 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
 - 11.1.2 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).

12 Administration of COVID-19 Energy Support Program

12.1 For the purposes of paragraphs 12.1 to 12.8:

“Application Form” means the form of application for CEAP approved by the Board, including the use of that form by telephone

“CEAP” means the COVID-19 Energy Assistance Program as described in the Board’s Decision and Order dated June 16, 2020

“CEAP-eligible account” means an account in the Licensee’s residential class that meets all of the following criteria:

- (a) the account was in good standing (i.e. all amounts on account of electricity charges that were payable were fully paid) on March 17, 2020, and the account was not enrolled in an arrears payment for amounts owing prior to March 17, 2020
- (b) complete payment on account of electricity charges has not been made on at least two electricity bills issued since March 17, 2020, and the account has an Overdue Balance on the date of receipt of the Application Form for the account including where the account is enrolled in an arrears payment agreement for amounts incurred following March 17, 2020,
- (c) the account has not received funding under the Low-income Energy Assistance Program or the Ontario Electricity Support Program in 2020; and
- (d) the account holder has provided a complete Application Form and has declared, through the Application Form, that they or their spouse or common-law partner that resides in the same residence:
 - are unemployed on the date that they provide their completed Application Form to the Licensee
 - have received Employment Insurance or the Canada Emergency Response Benefit since March 17, 2020

“Overdue Balance” means the amount by which the account holder’s balance is past due in respect of Electricity Charges at the time the Application Form is received by the Licensee. Amounts that may be on the bill but are not yet past due are not part of the Overdue Balance.

“electricity charges” means:

- (a) charges that appear under the sub-headings “Electricity”, “Delivery”, and “Regulatory Charges” as described in Ontario Regulation 275/04 (Information on Invoices to Certain Classes of Consumers of Electricity) made under the Act, and all applicable taxes on those charges;
- (b) where applicable, charges prescribed by regulations under section 25.33 of the Electricity Act and all applicable taxes on those charges

- (c) Board-approved specific service charges, including late payment charges, and such other charges and applicable taxes associated with the consumption of electricity as may be required by law to be included on the bill issued to the customer or as may be designated by the Board for the purposes of this definition, but not including security deposits, amounts owed by a customer pursuant to a billing adjustment, or amounts under an arrears payment agreement entered into prior to March 17, 2020; and
 - (d) any financial assistance provided for under the *Ontario Rebate for Electricity Consumers Act, 2016*
- 12.2 The Licensee shall start to accept Application Forms as of July 13, 2020.
- 12.3 The Licensee shall:
- (a) Make copies of the Application Form available on its web site and to any customer on request.
 - (b) Process all complete Application Forms in the order in which they are received.
 - (c) Accept Application Forms by e-mail or mail, and may also allow the Application Form to be completed online or by telephone, provided that where Application Forms are completed by telephone the call must be recorded and must document confirmation of all information requested on the Application Form, including consent and the applicant's declaration of eligibility.
 - (d) Process each complete Application Form within 10 business days of receipt.
- 12.4 The Licensee shall provide a credit to a CEAP-eligible account in an amount equal to half of the Overdue Balance for the account:
- (a) to a maximum of \$230, where the Application Form declares that the account is for a residence that mainly uses electric heating or in which an eligible medical device is used
 - (b) to a maximum of or \$115, in all other cases.
- 12.5 The credit must be applied on the next bill issued to the CEAP-eligible account after the processing of the Application Form for the account as set out in paragraph 12.3(d), where feasible, and in any event no later than on the following bill.
- 12.6 Despite paragraph 12.4:
- (a) The Licensee is not required to provide a credit to a CEAP-eligible account if the total amount of CEAP funding available to the Licensee as specified by the Board has been expended; and
 - (b) The Licensee shall not provide a credit to a CEAP-eligible account more than once.
- 12.7 Reimbursement for credits provided by the Licensee to CEAP-eligible accounts, up to the total referred to in paragraph 12.5(a), are recoverable from the Independent Electricity System Operator. The Licensee shall provide information in such form and manner, and within such time,

as the IESO may reasonably require, in respect of requests for reimbursement. The Licensee shall not seek reimbursement from the Independent Electricity System Operator for any amount above the total referred to in paragraph 12.5(a) or on account of any costs relating to the administration of CEAP.

12.8 The Licensee shall keep the following records for two years, and make them available to the Board upon request:

- (a) Copies of all Application Forms received, including recordings of calls where the Application Form is provided by telephone, and copies of any communications with customers about CEAP.
- (b) A record of all Application Forms that were accepted as complete and a credit was provided to CEAP-eligible accounts, and a record of all Application Forms that were denied
- (c) A record of the credit provided to each CEAP-eligible account, as well as the total amount of credits provided to all CEAP-eligible accounts.

12.9 The Licensee shall report to the Board, as soon as practicable, the date on which the total amount of CEAP funding referred to in paragraph 12.5(a) has been expended.

12.10 Paragraphs 12.1 to 12.8 govern over any provisions of the Distribution System Code or the Standard Supply Service Code in the event of any inconsistency.

13 Administration of COVID-19 Energy Support Program – Small Business

13.1 For the purposes of paragraphs 13.1 to 13.8:

“Application Form” means the form of application for CEAP-SB approved by the Board, including the use of that form by telephone

“CEAP-SB” means the COVID-19 Energy Assistance Program – Small Business as described in the Board’s Decision and Order dated August 7, 2020

“CEAP-SB eligible account” means an account for premises in the Licensee’s GS<50 class (for electricity distributors) / relevant commercial class and whose annual usage is less than 150,000 kWh (for USMPs) that meets all of the following criteria:

- a) the account holder has a registered business number or charitable registration number for the business or registered charity operating out of the premises,
- b) the account was in good standing (i.e. all amounts on account of electricity charges that were payable were fully paid) on March 17, 2020, and the account was not enrolled in an arrears payment agreement for amounts owing prior to March 17, 2020,
- c) complete payment on account of electricity charges has not been made on at least two electricity bills issued since March 17, 2020, and the account has an Overdue Balance on the date of receipt of the Application Form for the account including where the account is enrolled in an arrears payment agreement for amounts incurred following March 17, 2020,

- d) the account holder has confirmed in the Application Form that it is not applying for a CEAP-SB credit for another location or electricity account anywhere in the Province of Ontario for the same small business or registered charity,
- e) the account holder has provided a complete Application Form and has declared, through the Application Form, that their small business or registered charity's premises was required to close to the public for regular operations for at least 15 days as a result of a government order or inability to comply with public health recommendations.

Note that the Licensee is only required to verify the information in items (b), (c), and (e) above.

"electricity charges" means:

- a) charges that appear under the sub-headings "Electricity", "Delivery", and "Regulatory Charges" as described in Ontario Regulation 275/04 (Information on Invoices to Certain Classes of Consumers of Electricity) made under the Act, and all applicable taxes on those charges;
- b) where applicable, charges prescribed by regulations under section 25.33 of the Electricity Act and all applicable taxes on those charges
- c) Board-approved specific service charges, including late payment charges, and such other charges and applicable taxes associated with the consumption of electricity as may be required by law to be included on the bill issued to the customer or as may be designated by the Board for the purposes of this definition, but not including security deposits, amounts owed by a customer pursuant to a billing adjustment, or amounts under a payment agreement entered into prior to March 17, 2020; and
- d) any financial assistance provided for under the *Ontario Rebate for Electricity Consumers Act, 2016*; and

"Overdue Balance" means the amount by which the account holder's balance is past due in respect of Electricity Charges at the time the Application Form is received by the Licensee. Amounts that may be on the bill but are not yet past due are not part of the Overdue Balance.

13.2 The Licensee shall start to accept Application Forms as of August 31, 2020.

13.3 The Licensee shall:

- a) Make copies of the Application Form available on its web site and to any customer on request.
- b) Process all complete Application Forms in the order in which they are received.
- c) Accept Application Forms by e-mail or mail, and may also allow the Application Form to be completed online or by telephone, provided that where Application Forms are completed by telephone the call must be recorded and must document confirmation of all information requested on the Application Form, including consent and the applicant's declaration of eligibility.

- d) Process each complete Application Form within 10 business days of receipt.

13.4 The Licensee shall provide a credit to a CEAP-SB eligible account up to the amount of the Overdue Balance for the account:

- a) to a maximum of \$850, where the Application Form declares that the account is for small business or registered charity premises that primarily uses electricity for heating; or
- b) to a maximum of or \$425, in all other cases.

The credit must be applied on the next bill issued to the CEAP-SB eligible account after the processing of the Application Form for the account as set out in paragraph 1.3(d), where feasible, and in any event no later than on the following bill.

13.5 Despite paragraph 13.4:

- a) The Licensee is not required to provide a credit to a CEAP-SB eligible account if the total amount of CEAP-SB funding available to the Licensee as specified by the Board has been expended; and
- b) The Licensee shall not provide a credit to a CEAP-SB eligible account more than once.

13.6 Reimbursement for credits provided by the Licensee to CEAP-SB eligible accounts, up to the total referred to in paragraph 13.5(a), are recoverable from the Independent Electricity System Operator. The Licensee shall provide information in such form and manner, and within such time, as the IESO may reasonably require, in respect of requests for reimbursement. The Licensee shall not seek reimbursement from the Independent Electricity System Operator for any amount above the total referred to in paragraph 13.5(a) or on account of any costs relating to the administration of CEAP-SB.

13.7 The Licensee shall keep the following records for two years, and make them available to the Board upon request:

- a) Copies of all Application Forms received, including recordings of calls where the Application Form is provided by telephone, and copies of any communications with customers about CEAP-SB.
- b) A record of all Application Forms that were accepted as complete and a credit was provided to CEAP-SB eligible accounts, and a record of all Application Forms that were denied.
- c) A record of the credit provided to each CEAP-SB eligible account, as well as the total amount of credits provided to all CEAP-SB eligible accounts.

13.8 The Licensee shall report to the Board, as soon as practicable, the date on which the total amount of CEAP-SB funding referred to in paragraph 1.5(a) has been expended.

13.9 Paragraphs 13.1 to 13.8 govern over any provisions of the Distribution System Code or the Standard Supply Service Code in the event of any inconsistency.

SCHEDULE 1 AUTHORIZED TRADE NAMES

None.