



**EB-2008-0151**

**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 74 of the *Ontario Energy Board Act, 1998* by  
Countryside London Cogeneration Corp. to amend its  
Electricity Generator Licence EB-2007-0775.

**By delegation, before:** Jennifer Lea

### **DECISION AND ORDER**

Countryside London Cogeneration Corp. ("Countryside") filed an application with the Ontario Energy Board pursuant to section 74 of the *Ontario Energy Board Act, 1998* (the "Act") for an order of the Board to amend its licence (EB-2007-0775). The application was received by the Board on June 20, 2008. Countryside requested a name change from Countryside London Cogeneration Corp. to Fort Chicago District Energy Ltd.

On June 27, 2008, Countryside also requested that the amended licence reflect both the ownership and operation of the generation facility under the new name of Fort Chicago District Energy Ltd.

The licence amendment is granted. The amended licence number is revised to EG-2007-0775 to reflect the standard numbering system used by the Board.

### **Background**

Countryside is the licensed owner of a 17.2MW cogeneration facility under construction in London, Ontario. The licensed operator of this facility is USE Canada Energy Corp (EG-2003-0119), now known as Countryside District Energy Corp. ("CDEC").

Countryside stated that it is requesting this amendment because the name of the company was changed to Fort Chicago District Energy Ltd. following a reorganization of its parent company and Countryside's merger with, CDEC, an affiliated company. The amalgamation and name change became effective April 1, 2008.

**Reasons**

The Applicant provided documentation supporting the amalgamation of Countryside and CDEC and the right of the new, amalgamated entity to use the name Fort Chicago District Energy Ltd. There are no other changes to Countryside apart from the change of name following the amalgamation with CDEC and the intent to operate as well as own the subject facility. All other corporate information remains the same.

I have proceeded without a hearing pursuant to section 21(4)(b) of the Act since no other parties are adversely affected in a material way by the outcome of the proceeding and the applicant has consented to disposing of the proceeding without a hearing.

**IT IS ORDERED THAT:**

Countryside London Cogeneration Corp's Electricity Generator Licence EB-2007-0775 is amended to reflect the requested name change and the authorization to own and operate. The amended licence is renumbered as EG-2007-0775. The new licence is attached to this Order.

**DATED** at Toronto, **July 23, 2008**

ONTARIO ENERGY BOARD

*Original signed by*

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Jennifer Lea  
Counsel, Special Projects, Market Applications



# Electricity Generation Licence

**EG-2007-0775**

**Fort Chicago District Energy Ltd.**

**Valid Until**

**December 20, 2027**

*Original signed by*

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**Jennifer Lea**  
**Special Advisor, Market Operations**  
**Ontario Energy Board**  
**Date of Issuance: December 21, 2007**  
**Date of Amendment: July 23, 2008**

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## 1 Definitions

In this Licence:

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

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

“**generation facility**” means a facility for generating electricity or providing ancillary services, other than ancillary services provided by a transmitter or distributor through the operation of a transmission or distribution system and includes any structures, equipment or other things used for that purpose;

“**Licensee**” means Fort Chicago District Energy Ltd.;

“**regulation**” means a regulation made under the Act or 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 generate electricity or provide ancillary services for sale through the IESO-administered markets or directly to another person subject to the conditions set out in this Licence. This Licence authorizes the Licensee only in respect of those facilities set out in Schedule 1;
  - b) to purchase electricity or ancillary services in the IESO-administered markets or directly from a generator subject to the conditions set out in this Licence; and
  - c) to sell electricity or ancillary services through the IESO-administered markets or directly to another person, other than a consumer, subject to the conditions set out in this Licence.

**4 Obligation to Comply with Legislation, Regulations and Market Rules**

- 4.1 The Licensee shall comply with all applicable provisions of the Act and 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 Maintain System Integrity**

- 5.1 Where the IESO has identified, pursuant to the conditions of its licence and the Market Rules, that it is necessary for purposes of maintaining the reliability and security of the IESO-controlled grid, for the Licensee to provide energy or ancillary services, the IESO may require the Licensee to enter into an agreement for the supply of energy or such services.
- 5.2 Where an agreement is entered into in accordance with paragraph 5.1, it shall comply with the applicable provisions of the Market Rules or such other conditions as the Board may consider reasonable. The agreement shall be subject to approval by the Board prior to its implementation. Unresolved disputes relating to the terms of the Agreement, the interpretation of the Agreement, or amendment of the Agreement, may be determined by the Board.

**6 Restrictions on Certain Business Activities**

- 6.1 Neither the Licensee, nor an affiliate of the Licensee shall acquire an interest in a transmission or distribution system in Ontario, construct a transmission or distribution system in Ontario or purchase shares of a corporation that owns a transmission or distribution system in Ontario except in accordance with section 81 of the Act.

**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 Term of Licence**

- 8.1 This Licence shall take effect on December 21, 2007 and expire on December 20, 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 and amounts assessed 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; or
- 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. The Licensee may impose a fair and reasonable charge for the cost of providing copies.

**SCHEDULE 1 LIST OF LICENSED GENERATION FACILITIES**

The Licence authorizes the Licensee only in respect to the following:

1. Fort Chicago District Energy Ltd., owned and operated by the Licensee at 301 Colborne Street, London, Ontario.