



EB-2010-0047

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

AND IN THE MATTER OF an application by Grand
Valley Wind Farms Inc. for an electricity generation
licence.

By delegation, before: Jennifer Lea

DECISION AND ORDER

Grand Valley Wind Farms Inc. filed an application dated February 23, 2010 with the Ontario Energy Board under section 60 of the *Ontario Energy Board Act, 1998* for an electricity generation licence as a Standard Offer Program participant. The applicant requested that the licence be issued under the name of "Grand Valley Wind Farms Inc. Phase 1".

The Board's Notice of Application and Written Hearing for an electricity generation licence was posted on the Board's web site on March 17, 2010. No parties responded to the Notice of Application and Written Hearing.

Grand Valley Wind Farms Inc. has a 20-year RESOP contract with the Ontario Power Authority. The start date of the 20-year contract will be based on the date the facility achieves commercial operation. The contract with the Ontario Power Authority provides that failure to achieve commercial operation by December 31, 2011 will result in termination of the contract. The planned commercial operation date is November 1, 2010.

The standard term of an electricity generation licence is 20 years. However, given the provisions of the contract, I find that the licence should be granted for a term of two years to allow the applicant to achieve commercial operation. Grand Valley Wind Farms Inc. shall notify the Board when commercial operation has been achieved, and the Board at that time will consider the issuance of a licence with the standard 20-year term.

IT IS THEREFORE ORDERED THAT:

1. The application for an electricity generation licence is granted for a period of two years.
2. Grand Valley shall submit confirmation that “Grand Valley Wind Farms Inc. Phase 1” has achieved commercial operation within 30 days of doing so.
3. It is also a condition of this order that the applicant comply with the terms of the connection agreement for a small embedded generation facility or a mid-sized embedded generation facility as set out in Appendix E to the Distribution System Code.

DATED at Toronto, May 6, 2010.

ONTARIO ENERGY BOARD

Original signed by

Jennifer Lea
Counsel, Special Projects



Interim Electricity Generation Licence

EG-2010-0047

Grand Valley Wind Farms Inc. Phase I

Valid Until

May 5, 2012

Original signed by

Jennifer Lea
Counsel, Special Projects
Ontario Energy Board
Date of Issuance: May 6, 2010

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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 Grand Valley Wind Farms Inc. Phase I;

“**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, to generate electricity or provide an ancillary service for sale under a contract with the Ontario Power Authority and the contract is entered into as part of a standard offer program offered by the Ontario Power Authority. This Licence authorizes the Licensee only in respect of those facilities set out 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 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 May 6, 2010 and expire on May 5, 2012. 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. Grand Valley Wind Farms Inc. Phase 1, owned and operated by the Licensee at 322453 Concession Road 6-7, R. R. #2, Grand Valley, ON