



**EB-2010-0325**

**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 Seacliff  
Energy Inc. to amend electricity generation licence EG-  
2008-0039.

**By delegation, before:** Jennifer Lea

## **DECISION AND ORDER**

Seacliff Energy Inc. ("Seacliff Inc.") filed an application on October 26, 2010 with the Ontario Energy Board pursuant to section 74 of the *Ontario Energy Board Act, 1998*, to amend the name appearing on its Standard Offer Program electricity generation licence, EG-2008-0039 from Seacliff Energy Inc. to Seacliff Energy Ltd. The application also stated that Seacliff Inc. retains control over Seacliff Energy Ltd. ("Seacliff Ltd.") and the generation facility and it will continue as the operator.

On November 2, 2010, Seacliff Inc. filed a letter to clarify that, "Seacliff Inc. retains control over Seacliff Ltd. and the generation facility will be owned and operated by Seacliff Ltd."

The licence amendment is granted.

### **Reasons**

Seacliff Inc., with Seacliff Ltd.'s consent, requested that the Board dispose of this matter without a hearing under Section 21(4)(b) of the Act. I find, based on the evidence filed in the application, that no other parties will be adversely affected in a material way by the outcome of this proceeding. I have therefore disposed of this matter without a hearing.

The applicant stated that Seacliff Inc. recently sold, transferred and assigned its interest in the generation facility to Seacliff Ltd. Seacliff Ltd. is 51% owned by Seacliff Inc., 39% by Gemini-Seacliff Power Corporation and 10% by Alpenglow Energy Inc.

In support of its application for the name change, Seacliff Inc. filed with the Board a redacted copy of the Asset Purchase Agreement between Seacliff Inc and Seacliff Ltd., as well as a copy of the Assignment and Novation Agreement with respect to connection with Hydro One Networks Inc. and the RESOP Assignment and Novation Agreement with the Ontario Power Authority to reflect the change.

Other than the licence name change and additional key individuals identified, Seacliff Inc. confirmed that there are no other changes. All other information remains the same. I find that the requested amendment is in the public interest.

**IT IS ORDERED THAT:**

Electricity generation licence EG-2008-0039 is amended as requested. The amended licence is attached to this Order.

**DATED** at Toronto, **December 15, 2010**

ONTARIO ENERGY BOARD

*Original signed by*

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Jennifer Lea  
Counsel, Special Projects



# Electricity Generation Licence

**EG-2008-0039**

**Seacliff Energy Ltd.**

**Valid Until**

**May 11, 2028**

*Original signed by*

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**Jennifer Lea**  
**Counsel, Special Projects**  
**Ontario Energy Board**  
**Date of Issuance: May 12, 2008**  
**Date of Amendment: December 15, 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 Seacliff 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, to generate electricity or provide ancillary services for sale under a contract 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 12, 2008 and expire on May 11, 2028. 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. Seacliff Energy Ltd., owned and operated by the Licensee at 1200 County Road 20, Leamington, Ontario.