



**EB-2010-0402**

**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 Kiewit-  
Alarie, a Partnership under section 60 of *Ontario  
Energy Board Act, 1998* ("The Act"), S.O. 1998, c. 15,  
Schedule B for an electricity wholesaler licence

By delegation, before: Jennifer Lea

### **INTERIM DECISION AND ORDER**

Kiewit-Alarie, a Partnership ("KAP") filed an application with the Ontario Energy Board on December 23, 2010, under section 60 of the *Ontario Energy Board Act, 1998* ("The Act"), S.O. 1998, c. 15, Schedule B for an electricity wholesaler licence.

KAP holds a five year construction contract with Ontario Power Generation Inc. with respect to the Lower Mattagami Project. KAP is in the final stage of constructing a substation. To operate the substation to distribute power to the construction sites, camps, offices and warehouses, KAP needs to purchase electricity through the IESO-administered markets. As prescribed under section 57 of the Act, all entities purchasing electricity through the IESO-administered markets are required to hold a licence. The applicant requested an interim licence until final determination of its current licence application.

Considering the time required to process an application in accordance with the Board's established practice and procedures, and considering the applicant's need for a licence to start its electricity wholesale activities in Ontario, I find that it is in the public interest to make an order to issue an interim order under section

21(7) and 6(4) of the Act granting an electricity wholesaler licence to the applicant without a hearing pending final disposition of the matter.

The applicant should note that this decision does not constitute a final decision on the application.

**THE BOARD ORDERS THAT:**

An interim electricity wholesaler licence is granted to Kiewit-Alarie, a Partnership until the final determination of the application or three months from the date of this interim decision and order, whichever is earlier.

**DATED** at Toronto, January 14, 2011

ONTARIO ENERGY BOARD

*Original signed by*

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Jennifer Lea  
Counsel, Special Projects



# Electricity Wholesaler Licence

## EW-2010-0402

### Kiewit-Alaire, a Partnership

Valid Until

April 14, 2011

*Original signed by*

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**Jennifer Lea**  
**Counsel, Special Projects**  
**Ontario Energy Board**  
**Date of Issuance: January 14, 2011**

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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;

“**Licensee**” means Kiewit-Alaire, a Partnership;

“**regulation**” means a regulation made under the Act or the Electricity Act; and

“**wholesaler**” means a person who purchases electricity or ancillary services in the IESO-administered markets or directly from a generator or who sells electricity or ancillary services through the IESO-administered markets or directly to another person, other than a consumer.

## 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 day that is 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 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
  - b) 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 Provision of Information to the Board**

- 5.1 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.
- 5.2 Without limiting the generality of paragraph 5.1 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.

**6 Term of Licence**

- 6.1 This Licence shall take effect on January 14, 2011 and expire on April 14, 2011. The term of this Licence may be extended by the Board.

**7 Fees and Assessments**

- 7.1 The Licensee shall pay all fees charged and amounts assessed by the Board.

**8 Communication**

- 8.1 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.
- 8.2 All official communication relating to this Licence shall be in writing.
- 8.3 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.

**9 Copies of the Licence**

- 9.1 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.