



EB-2014-0142

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 East Durham Wind, LP for an electricity generation licence.

By delegation, before: David Richmond

DECISION AND ORDER
May 30, 2014

On April 17, 2014, East Durham Wind, LP (East Durham) filed an application with the Ontario Energy Board under section 60 of the *Ontario Energy Board Act, 1998* (the “Act”) for an electricity generation licence as a Feed-In Tariff Program participant. East Durham has applied to be an owner of the East Durham Wind Energy Centre.

On March 20, 2014, East Durham Wind, Inc. submitted an application to own the East Durham Wind Energy Centre. Both, the applicant and East Durham Wind, Inc. are the affiliates of NextEra Energy Canada, ULC (“NextEra”). As a result of a corporate re-organization among affiliates associated with NextEra, East Durham Wind, Inc. will transfer its assets to the applicant. Accordingly, the original application was amended to reflect East Durham as a new owner of the East Durham Wind Energy Centre.

In the case of this application, the applicant will be acquiring a facility from East Durham Wind, Inc. as a result of the corporate re-organization. For a generation licence applicant who will be operating under a FIT contract with the Ontario Power Authority (the “OPA”), proof of signing of a procurement contract with the OPA and a Notice to Proceed are part of the evidence that must be filed with the Board. At present, East Durham Wind, Inc. is the entity that holds the OPA FIT contract and a Notice to Proceed. When generation assets are transferred to a new entity, the Board generally requires the applicant to obtain confirmation from the OPA of the transfer of the contracts to the new entity before the licence is granted. However, the applicant has

informed the Board that the OPA will finalize the transfer of the FIT contract only once the proposed re-organization is virtually complete. In order to allow completion of the corporate reorganization in an orderly fashion, the applicant proposed that the Board's approval of the licence application be made conditional on the OPA's assignment of the procurement contract. I find this proposal has merit.

After considering the application, I find it to be in the public interest to grant the electricity generation licence under Part V of the Act. I have decided this matter without a hearing under section 6(4) of the Act.

IT IS THEREFORE ORDERED THAT:

1. The application by East Durham Wind, LP for an electricity generation licence is granted, subject to the following conditions respecting timing:

An electricity generation licence will be issued to East Durham Wind, LP once the Board receives confirmation in writing that the OPA has assigned the FIT contract presently held by East Durham Wind, Inc. to East Durham Wind, LP.

DATED at Toronto, May 30, 2014

ONTARIO ENERGY BOARD

Original signed by

David Richmond
Manager, Facilities & Infrastructure



Electricity Generation Licence

EG-2014-0054

FotoLight LP

Valid Until

April 30, 2034

Originally signed by

Viive Sawler
Manager, Licensing & Performance Reporting
Ontario Energy Board
Date of Issuance: May 1, 2014
Date of Amendment: July 31, 2014

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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	1
5	Obligation to Maintain System Integrity	1
6	Restrictions on Certain Business Activities.....	2
7	Provision of Information to the Board.....	2
8	Term of Licence	2
9	Fees and Assessments.....	2
10	Communication	2
11	Copies of the Licence.....	3
	SCHEDULE 1 LIST OF LICENSED GENERATION FACILITIES	4

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 FotoLight LP;

“**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 1, 2014 and expire on April 30, 2034. 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 Licencee only in respect of the following:

1. The ownership and operation of FotoLight Solar Park Generation Facility, with an installed capacity of 10 MW located at Lot 120, RCP 26, except Parts 3 and 4 on Plan 47R8251, Hallowell, Prince Edward County, Ontario.