



EB-2014-0200
EB-2014-0201
EB-2014-0202
EB-2014-0203

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 BluEarth Asset Management Inc. for an electricity generation licence;

AND IN THE MATTER OF applications by Nodin Kitagan Limited Partnership, Nodin Kitagan 2 Limited Partnership, and Little Creek LP to amend electricity generation licences EG-2014-0023, EG-2014-0024, and EG-2013-0200.

By delegation, before: Viive Sawler

DECISION AND ORDER
September 4, 2014

On July 10, 2014 BluEarth Asset Management Inc. ("BluEarth") filed a complete application with the Ontario Energy Board under section 60 of the *Ontario Energy Board Act, 1998* (the "Act") for an electricity generation licence. BluEarth has applied to be the operator of three generation facilities. The Board assigned file number EB-2014-0200 to the application.

Nodin Kitagan Limited Partnership ("Nodin"), Nodin Kitagan 2 Limited Partnership (Nodin 2"), and Little Creek LP ("Little Creek") also filed applications with the Board under section 74 of the Act to amend each of their respective electricity generation licences. Each applied to amend Schedule 1 of their licences to be the owners only of the generation facilities in which they are owner and operator. The Board assigned file numbers EB-2014-0201, EB-2014-0202, and EB-2014-0203 to the applications, respectively.

Due to the related nature of the applications, I have proceeded to combine the applications into one proceeding pursuant to section 21(5) of the Act.

The Board's Notice of Application and Written Hearing for the electricity generation licence application filed by BluEarth was issued on July 17, 2014. No parties responded to the Notice of Application and Written Hearing.

After considering the BluEarth's application, it has been found to be in the public interest to issue an electricity generation licence under Part V of the Act.

I have proceeded to decide Nodin, Nodin 2, and Little Creek's licence amendment applications 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 proceedings, and the applicants have consented to disposing of the applications without a hearing.

I find that it is in the public interest to grant the requested amendment to each licence.

IT IS THEREFORE ORDERED THAT:

1. The application by BluEarth Asset Management Inc. for an electricity generation licence is granted, on such conditions as are contained in the attached licence.
2. Nodin Kitagan Limited Partnership, Nodin Kitagan 2 Limited Partnership, and Little Creek LP's licences are amended in accordance with the revised attached licences.

DATED at Toronto, September 4, 2014

ONTARIO ENERGY BOARD

Original signed by

Viive Sawler
Manager, Licensing & Performance Reporting



Electricity Generation Licence

EG-2014-0023

Nodin Kitagan Limited Partnership

Valid Until

April 2, 2034

Original signed by

Viive Sawler
Manager, Licensing & Performance Reporting
Ontario Energy Board
Date of Issuance: April 3, 2014
Date of Amendment: September 4, 2014

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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 Nodin Kitagan Limited Partnership;

“**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 April 3, 2014 and expire on April 2, 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 Licensee only in respect to the following:

1. The owner of Bow Lake Wind Power Project¹ with an installed capacity of 20 MW, located at Provincial Crown Land near Montreal River Harbour within the unorganized Townships of Smilsky and Peever, in the District of Algoma, Ontario.

¹ Operated by BluEarth Asset Management Inc. under authority of its electricity generation licence EG-2014-0200