



EB-2015-0140

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 Oro-Medonte Solar Farm Inc. for leave to transfer its electricity generation licence EG-2014-0033 to Oro LP.

By delegation, before: Peter Fraser

DECISION AND ORDER

Oro-Medonte Solar Farm Inc. filed an application on April 1, 2015 with the Ontario Energy Board (the OEB) under section 18(2) of the *Ontario Energy Board Act, 1998* (the Act) for leave to transfer its electricity generation licence EG-2014-0033 to Oro LP.

As a result of a corporate reorganization and subsequent amalgamation with its parent company, Oro-Medonte Solar Farm Inc. will be transferring its assets to an existing limited partnership, Oro LP. After the transfer, Oro LP will be responsible for meeting the conditions set out in the generation licence EG-2014-0033.

I find that the application should be granted. However, I find that the granting of the application to transfer the licence should be conditioned.

For generation licence applicants who will be operating under a Feed-in Tariff (FIT) contract with the Independent Electricity System Operator (IESO), proof of signing of a procurement contract with the IESO and a Notice to Proceed are part of the evidence that must be filed with the OEB. When generation assets are transferred to unlicensed entities, the OEB generally requires the applicant to obtain confirmation from the IESO of the transfer of the contracts to the new entity before the licence is granted or transferred.

The applicant has informed the OEB that it does not yet have the confirmation of the transfer of the procurement contract from the IESO. However, the applicant indicated that the transfer of the licence is needed to effect the asset transfer as contemplated and approved by the IESO in its Waiver and Consent Agreement. I have agreed to approve the transfer of the licence pending the confirmation of the transfer of the FIT contract from Oro-Medonte Solar Farm Inc. to Oro LP.

I have proceeded 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 proceeding and the applicant has requested that the matter be disposed of without a hearing.

IT IS THEREFORE ORDERED THAT:

The application to transfer the electricity generation licence is granted, subject to the following condition respecting timing:

- Electricity generation licence EG-2014-0033 will be transferred to Oro LP once the OEB receives confirmation in writing that the IESO has assigned the FIT contract presently held by Oro-Medonte Solar Farm Inc. to Oro LP.

DATED at Toronto, May 14, 2015

ONTARIO ENERGY BOARD

Original signed by

Peter Fraser
Vice President, Industry Operations & Performance



Electricity Generation Licence

EG-2014-0033

Oro LP

Valid Until

April 30, 2034

Original signed by

Peter Fraser

**Vice President, Industry Operations and Performance
Ontario Energy Board**

Date of Issuance: May 1, 2014

Transferred from Oro-Medonte Solar Farm Inc. on June 26, 2015

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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 Oro 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 Oro-Medonte Solar Generation Facility, with an installed capacity of 10 MW located at Part Lot 12, Concession 5 (1441 4 Line North), Oro-Medonte, Ontario.