



Ontario Energy Board Commission de l'énergie de l'Ontario

ORDER

EB-2015-0350

STORMFISHER ENVIRONMENTAL LTD.

Application for an Electricity Generation Licence

BY DELEGATION, BEFORE: Peter Fraser
Vice President
Industry Operations & Performance

December 10, 2015

ORDER

StormFisher Environmental Ltd. filed an application dated November 30, 2015 under section 60 of the *Ontario Energy Board Act, 1998* (OEB Act) for an Electricity Generation Licence as a Renewable Energy Standard Offer Program participant.

I have considered the application without holding a hearing pursuant to section 6(4) of the OEB Act.

The applicant has entered into the Asset Purchase Agreement, through a court approved restructuring proceeding, to purchase London Biogas Facility with a contract under the Renewable Energy Standard Offer Program (RESOP) from another party licensed by the OEB. When generation assets are transferred to unlicensed entities, the OEB generally requires the applicant to file a copy of the IESO-executed Assignment and Novation Agreement in confirmation of the transfer of the RESOP contract to the new entity before the licence is granted. However, as stated by the applicant, the RESOP contract with the IESO will be transferred to the applicant once the asset purchase agreement is ratified by the court. Also, at that time all assets will be transferred to the applicant.

After considering the application, I find it to be in the public interest to grant the electricity generation licence with a future effective date.

IT IS ORDERED THAT:

1. The application is granted, on such conditions as are contained in the attached licence.
2. The licence will become effective on the date upon which the applicant files with the OEB an executed copy of the IESO's RESOP Assignment and Novation Agreement in respect of the transferred facility.
3. Schedule 1 to the licence will be completed when the OEB receives written confirmation from the applicant that the generation facility has been transferred to the applicant.

DATED at Toronto December 10, 2015

ONTARIO ENERGY BOARD

Original signed by

Peter Fraser
Vice President, Industry Operations & Performance



Electricity Generation Licence

EG-2015-0350

StormFisher Environmental Ltd.

Original signed by

Peter Fraser
Vice President, Industry Operations & Performance
Ontario Energy Board
Date of Issuance: December 10, 2015

Effective Date: The date upon which StormFisher Environmental Ltd. files with the Board an executed copy of the IESO's RESOP Assignment and Novation Agreement in respect of London Biogas generation facility.

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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 StormFisher Environmental 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 an ancillary service for sale under a contract with the IESO and the contract is entered into as part of a standard offer program offered by the IESO. This Licence authorizes the Licensee only in respect of those facilities set out in Schedule 1.
- 3.2 The Licensee is authorized to conduct business in the name under which this Licence is issued, or any trade name(s) listed in Schedule 2.

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 the date upon which the Licensee files with the Board an executed copy of the IESO's RESOP Assignment and Novation Agreement in respect of London Biogas generation facility. This Licence expires 20 years from the date it takes effect. 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

This Schedule specifies the facilities which the Licensee is authorized to own and operate in accordance with paragraph 3 of this Licence.

1. Schedule 1 will be completed at such time as the Licensee files with the Board an executed copy of the IESO's RESOP Assignment and Novation Agreement in respect of London Biogas generation facility and that London Biogas generation facility has been transferred to the Licensee.

SCHEDULE 2 AUTHORIZED TRADE NAMES

1. None