



**EB-2008-0068**

**IN THE MATTER OF** the *Ontario Energy Board Act*,  
1998, S.O.1998, c.15, Schedule B;

**AND IN THE MATTER OF** an application pursuant  
to section 74 of the *Ontario Energy Board Act*, 1998  
by Schneider Power Inc. to amend electricity  
generation licence EG-2005-0275.

By delegation, before: Jennifer Lea

### **DECISION AND ORDER**

Schneider Power Inc. filed an application dated March 25, 2008 with the Ontario Energy Board under section 60 of the *Ontario Energy Board Act*, 1998 (the "Act") to amend electricity generation licence EG-2005-0275. The application was revised on May 27, 2008.

Schneider Power Inc. currently holds a generation licence to own and operate the Providence Bay Wind Farm in Manitoulin. The applicant requested that Schedule 1 of its generation licence be amended to change its licence responsibility from owner/operator to operator only. The applicant also requested that it be licensed as the operator of the following additional facilities:

1. The Spring Bay Wind Farm (10 MW)
2. The Innisfil Wind Farm (10 MW)
3. The Arthur Wind Farm (10 MW)
4. The Trout Creek Wind Farm (10 MW)

The licence amendment is granted.

**REASONS**

The Board's concern in relation to the licensing of generator operators is in respect of the qualifications of the applicant to operate generation facilities and to participate in a reasonable manner in the Ontario electricity market. In support of its licence amendment application, the applicant provided updated financial and technical information as well as updated information on its officers. I have determined that the information provided by the applicant regarding its finances, as well as the technical capability and conduct of its officers, is satisfactory. The applicant is experienced in operating similar generators.

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 consented to disposing of the proceeding without a hearing.

**IT IS THEREFORE ORDERED THAT:**

Electricity Generation Licence EG-2005-0275 is amended with respect to the Providence Bay Wind Farm, to change Schneider Power Inc.'s licence responsibility from owner/operator to operator only, and to licence Schneider Power Inc. as the operator of the additional facilities noted in the application.

The amended licence is attached to this Order.

**DATED** at Toronto, July 23, 2008.

ONTARIO ENERGY BOARD

*Original signed by*

Jennifer Lea  
Counsel, Special Projects



# Electricity Generation Licence

## EG-2005-0275

### Schneider Power Inc.

Valid Until

June 21, 2025

*Original signed by*

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**Jennifer Lea**  
**Counsel, Special Projects**  
**Ontario Energy Board**  
**Date of Issuance: June 22, 2005**  
**Date of Amendment: July 23, 2008**

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	<b>Table of Contents</b>	<b>Page No.</b>
1	Definitions .....	1
2	Interpretation .....	1
3	Authorization .....	1
4	Obligation to Comply with Legislation, Regulations and Market Rules .....	2
5	Obligation to Maintain System Integrity .....	2
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 .....	3
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 Schneider Power Inc.;

"**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:
- a) to generate electricity or provide ancillary services for sale through the IESO-administered markets or directly to another person subject to the conditions set out in this Licence. This Licence authorizes the Licensee only in respect of those facilities set out in Schedule 1;
  - b) 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
  - c) 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 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 June 22, 2005 and expire on June 21, 2025. 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 Providence Bay Wind Farm, operated by the Licensee at Lots 3 and 4, Concession 10; Lots 4 and 5, Concession 11; and Lots 4 and 5, Concession 12, Township of Central Manitoulin, District of Manitoulin, Ontario.
2. The Spring Bay Wind Farm, operated by the Licensee at Lots 3 and 4, Concession 10; Lots 4 and 5, Concession 11, and Lots 4 and 5 Concession 12, Municipality of Central Manitoulin, District of Manitoulin.
3. The Innisfil Wind Farm, operated by the Licensee at Part of Lots 7, 8 & 9, Concession 5, Town of Innisfil, County of Simcoe.
4. The Arthur Wind Farm, operated by the Licensee at Part of Lot 2, Concession 2, and Lot 3, Concession 2, Township of Wellington North, County of Wellington.
5. The Trout Creek Wind Farm, operated by the Licensee at Lots 23, 24 and 25, Concession 1, Township of South Himsforth, Municipality of Powassen, and Lots 15, 16, 17, 18 and 19, Concession 14, Township of Laurier, District of Parry Sound.