



EB-2011-0030

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 ABW
Solar General Partnership for an electricity generation
licence.

By delegation, before: Jennifer Lea

DECISION AND ORDER

ABW Solar General Partnership (the "Partnership") filed an application dated January 28, 2011 with the Ontario Energy Board under section 60 of the *Ontario Energy Board Act, 1998* for an electricity generation licence as a Standard Offer Program participant.

The Board's Notice of Application and Written Hearing for an electricity generation licence was posted on February 24, 2011. No parties responded to the Notice of Application and Written Hearing.

The Partnership entered into a project development agreement and an operating and maintenance agreement with First Solar on January 4, 2011. Based on the terms of the project development agreement, First Solar will develop and construct each of the projects and upon achieving substantial completion, title to the facilities and assets will be transferred to the Partnership. First Solar will operate and maintain the subject generation facilities on behalf of the Partnership.

First Solar currently holds electricity generation licence EG-2006-0336 for the generation facilities identified in this application. On the closing date of this commercial transaction, First Solar will be transferring all of its rights, title, and interest in the generation facilities with respect to this application to the Partnership. At the same time,

First Solar will apply for a licence amendment to remove ownership authority for the applicable generation facilities from its electricity generation licence.

After considering the application, I find it to be in the public interest to issue the electricity generation licence under Part V of the Act to the Partnership in order to facilitate the conclusion of the transaction with First Solar. However, Schedule 1 of the licence, which ordinarily describes the generation facility for which the applicant is being licensed, will remain incomplete until the Board receives written confirmation from the Partnership and First Solar that the commercial transaction has closed and the generation assets have been transferred to the Partnership. At that same time, First Solar must apply to the Board to remove from generation licence EG-2006-0336 ownership authority for these generation facilities. When the confirmation and application from First Solar are received, the Board will amend the Partnership's licence to include the generation assets in Schedule 1 of the licence, and concurrently process the application for amendment to First Solar's licence.

IT IS THEREFORE ORDERED THAT:

1. The application for an electricity generation licence is granted, on such conditions as are contained in the attached licence. It is also a condition of this order that the Applicant comply with the terms of the connection agreement for a small embedded generation facility or a mid-sized embedded generation facility as set out in Appendix E to the Distribution System Code.
2. Schedule 1 of the Partnership's electricity generation licence will be completed when the Board receives written confirmation from the Partnership and First Solar that the commercial transaction has closed and the generation facilities have been transferred to the Partnership.

DATED at Toronto, May 11, 2011

ONTARIO ENERGY BOARD

Original signed by

Jennifer Lea
Counsel, Special Projects



Electricity Generation Licence

EG-2011-0030

ABW Solar General Partnership

Valid Until

May 10, 2031

Original signed by

Jennifer Lea
Counsel, Special Projects
Ontario Energy Board
Date of Issuance: May 11, 2011

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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 ABW Solar General 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 May 11, 2011 and expire on May 10, 2031. 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. Schedule 1 is incomplete.

When the Board receives written confirmation from ABW Solar General Partnership and First Solar Development (Canada), Inc. that the commercial transaction has closed and the generation assets have been transferred to ABW Solar General Partnership, Schedule 1 will be completed.