



EB-2011-0246

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
Solaris Energy Partners' Inc. to amend Schedule 1 of
electricity generation licence EG-2008-0095.

By delegation, before: Jennifer Lea

DECISION AND ORDER

Solaris Energy Partners' Inc. ("Solaris") filed an application on June 21, 2011 with the Ontario Energy Board pursuant to section 74 of the *Ontario Energy Board Act, 1998*, to amend electricity generation licence EG-2008-0095. To complete the application, Solaris provided additional information on October 13, 2011, November 23, 2011 and December 14, 2011.

Solaris requested that Schedule 1 of its licence be amended as follows:

1. to change the address of Stardale Solar Park #1; and
2. to add two generation facilities, Stardale Solar Park #2 and Stardale Solar Park #3.

The licence amendments are granted.

Reasons

Solaris has power purchase agreements with the Ontario Power Authority (“OPA”) under the Renewable Energy Standard Offer Program dated June 16, 2008 for each of the generation facilities. In support of this application, Solaris provided a copy of the three OPA contracts, RESOP 13420 -Stardale Solar Park #1, RESOP 13372 -Stardale Solar Park #2, and RESOP 13279 -Stardale Solar Park #3. Each contract has a capacity of 10 MW, using solar renewable fuel.

Solaris stated that the location of Stardale Solar Park #1 has not changed. The current address for this facility shows a municipal address on Schedule 1, and Solaris is requesting that the address be amended to reflect the legal description of the lands on which the generation facility is located. This amendment is granted.

With respect to the request to add two facilities to Schedule 1, Solaris stated that it was developing all three facilities at the time the licence application was filed in 2008. However, due to a misunderstanding by Solaris, only Stardale Solar Park #1 was identified in that application. To correct this, Solaris is requesting amendment of Schedule 1 to separately list Stardale Solar Park #2 and Stardale Solar Park #3 consistent with the RESOP contracts. This request is also granted.

I have proceeded to decide the application 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 application without a hearing.

IT IS ORDERED THAT:

Schedule 1 of electricity generation licence EG-2008-0095 is amended as requested.

DATED at Toronto, **January 12, 2012**

ONTARIO ENERGY BOARD

Original Signed By

Jennifer Lea
Counsel, Special Projects



Electricity Generation Licence

EG-2008-0095

Solaris Energy Partners Inc.

Valid Until

July 10, 2028

Original Signed By

Jennifer Lea
Counsel, Special Projects
Ontario Energy Board
Date of Issuance: July 11, 2008
Date of Amendment: January 12, 2012

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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 Solaris Energy Partners 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, to generate electricity or provide ancillary services for sale under a contract 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 July 11, 2008 and expire on July 10, 2028. 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. Stardale Solar Park #1 (10 MW), owned and operated by the Licensee on lands legally described as PIN 54191-0186 (LT) being part of Lot 23 and Part of the northerly half of Lot 24, Concession 5, designated as Part 1 on Plan 46R-7233. Township of East Hawkesbury, in respect of RESOP Contract 13420.
2. Stardale Solar Park #2 (10 MW), owned and operated by the Licensee on lands legally described as PIN 54191-0186 (LT) being Part of Lot 23 and Part of the northerly half of Lot 24, Concession 5 designated as Part 1 on Plan 46R-7233, Township of East Hawkesbury, in respect of RESOP Contract 13372.
3. Stardale Solar Part #3 (10 MW), owned and operated by the Licensee on lands legally described as PIN 54191-0086 (LT) being Part of Lots 20, 21 & 22, Concession 5, designated as Parts 1 & 2 on Plan 46R-7035, Township of East Hawkesbury, in respect of RESOP Contract 13279.