



EB-2011-0355

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 Helios Solar Star A-1 Partnership to amend electricity generation licence EG-2008-0319.

By delegation, before: Jennifer Lea

DECISION AND ORDER

Helios Solar Star A-1 Partnership ("Helios") filed an application on September 30, 2012 with the Ontario Energy Board pursuant to section 74 of the *Ontario Energy Board Act*, 1998, to amend electricity generation licence EG-2008-0319. Helios provided additional information on October 24, 2011, December 7, 2011 and the application was completed on December 23, 2011.

Helios requested that its licence be amended as follows:

1. Change the name of the licensee from Helios Solar Star A-1 LP to Helios Solar Star A-1 Partnership.
2. Amend Schedule 1 as follows:
 - a. delete Site C;
 - b. change Site A and Site B from "owned and operated" to "owned" only as the operator is SunPower Energy Systems Canada Corporation ("SunPower") under electricity generation licence EG-2011-0419; and
 - c. replace the generation facility name "Helios Solar Star A-1 L.P. Site A" and "Helios Solar Star A-1 L.P. Site B" with "Amherstburg Solar Park Site A" and "Amherstburg Solar Park Site B".

The licence amendments are granted.

Reasons

Helios has undergone a reorganization. Helios Solar Star A-1 L.P. has converted from a limited partnership to a general partnership under the name of Helios Solar Star A-1 Partnership. Helios is requesting that the name on the licence be amended to reflect the name change. This request is granted.

Helios also stated that Site C is no longer being developed. Site A and Site B are now referred to by Helios and its investors as Amherstburg Solar Park Site A and Amherstburg Solar Park Site B and are operated by SunPower through a contractual arrangement. Accordingly, Helios is requesting amendment of Schedule 1 by deleting Site C and renaming the remaining facilities Amherstburg Solar Park Site A and Amherstburg Solar Park Site B. In addition, the authorization under Helios' licence should be restricted to the ownership of these remaining two facilities. As the operator of the two facilities will be licensed concurrent with this amendment, 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:

The licensee name and Schedule 1 of electricity generation licence EG-2008-0319 are amended as requested.

DATED at Toronto, January 31, 2012

ONTARIO ENERGY BOARD

Original signed by

Jennifer Lea
Counsel, Special Projects



Electricity Generation Licence

EG-2008-0319

Helios Solar Star A-1 Partnership

Valid Until

January 25, 2029

Original signed by

Jennifer Lea
Counsel, Special Projects
Ontario Energy Board
Date of Issuance: January 26, 2009 (Corrected March 3, 2009)
Date of Amendment: August 10, 2009
Date of Amendment: January 31, 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 Helios Solar Star A-1 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 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 January 26, 2009 and expire on January 25, 2029. 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 ownership of Amherstburg Solar Park Site A ⁽¹⁾, with an installed capacity of 10 MW, located at Concession 2, Amherstburg, Ontario.
2. The ownership of Amherstburg Solar Park Site B ⁽¹⁾, with an installed capacity of 10 MW, located at Concession 1, Amherstburg, Ontario.

⁽¹⁾ Operated by SunPower Energy Systems Canada Corporation under the authority of its electricity generation licence EG-2011-0419.