



EB-2011-0022

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 Sombra
Solar, Inc. for an electricity generation licence.

By delegation, before: Jennifer Lea

DECISION AND ORDER

Sombra Solar, Inc. filed an application dated January 20, 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 published on February 4, 2011. No parties responded to the Notice of Application and Written Hearing.

After considering the application, I find it to be in the public interest to grant the electricity generation licence under Part V of the Act.

CONDITIONS

The applicant has entered into an agreement to purchase two solar generation facilities with contracts under the Renewable Energy Standard Offer Program from another party licensed by the Board. As stated by the applicant in its application, the commercial transaction is expected to close in August 2011.

The approval herein is subject to the standard condition regarding compliance with the terms of the connection agreement, as well as the following special conditions:

- Sombra Solar, Inc.'s generation licence will not be issued until the Board is informed that the commercial transaction has closed;

- the applicant must immediately inform the Board when the commercial transaction closes; and
- until such time as its generation licence is issued, the applicant must inform the Board of any material changes to the information submitted as part of the licence application.

IT IS THEREFORE ORDERED THAT:

1. The application for an electricity generation licence is granted.
2. The applicant must 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.
3. Sombra Solar, Inc. shall immediately advise the Board of the date of the completion of the commercial transaction regarding the two solar generating facilities to be listed in Schedule 1 of the generation licence.
4. Until such time as the generation licence is issued, Sombra Solar, Inc. shall advise the Board of any material changes to the information submitted as part of the licence application.

DATED at Toronto, April 20, 2011.

ONTARIO ENERGY BOARD

Original signed by

Jennifer Lea
Counsel, Special Projects



Electricity Generation Licence

EG-2011-0022

Sombra Solar, Inc.

Valid Until

February 27, 2032

Original signed by

Jennifer Lea
Counsel, Special Projects
Ontario Energy Board
Date of Issuance: February 28, 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 Sombra Solar, 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 month day year and expire on month day year. 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. Ownership and operation of St. Clair Solar 3 with an installed capacity of 10 MW, located at North half of Lot 1, Concession 10, North half of Lot 1, Concession 11, West half of North half, Township of Sombra, Ontario.
2. Ownership and operation of St. Clair Solar 4 with an installed capacity of 10 MW, located at North half of Lot 1, Concession 10, North half of Lot 1, Concession 11, West half of North half, Township of Sombra, Ontario.