



Ontario Energy Board Commission de l'énergie de l'Ontario

ORDER

EB-2016-0256

HELIOS SOLAR STAR A-1 PARTNERSHIP

**Application for a Licence Amendment to Electricity Generation
Licence EG-2008-0319**

BY DELEGATION, BEFORE: Peter Fraser
Vice President,
Consumer Protection & Industry Performance

September 22, 2016

ORDER

Helios Solar Star A-1 Partnership filed an application dated August 23, 2016 under section 74 of the *Ontario Energy Board Act, 1998* (OEB Act) for an amendment to Schedule 1 of its Electricity Generation Licence EG-2008-0319.

Effective October 1, 2016, Helios Solar Star A-1 Partnership requested to include the operator qualification to the two facilities currently listed on its licence as owner, Amherstburg Solar Park Site A and Amherstburg Solar Park Site B. Concurrently, the current operator of the two facilities, SunPower Energy Systems Canada Corporation, filed a letter requesting that its operator qualification be removed and that its electricity generation licence EG-2011-0419 be cancelled.

I have considered the application without holding a hearing pursuant to section 6(4) of the OEB Act.

IT IS ORDERED THAT:

1. The application for amendment to electricity generation licence EG-2008-0319 is granted, on such conditions as are contained in the attached licence.
2. As per SunPower Energy Systems Canada Corporation's written request, its electricity generation licence EG-2011-0419 is cancelled.

DATED at Toronto September 22, 2016

ONTARIO ENERGY BOARD

Original signed by

Peter Fraser
Vice President, Consumer Protection & Industry Performance



Electricity Generation Licence

EG-2008-0319

Helios Solar Star A-1 Partnership

Valid Until

January 25, 2029

Original signed by

Peter Fraser

**Vice President, Consumer Protection & Industry Performance
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

Date of Amendment: September 22, 2016

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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 and operation of Amherstburg Solar Park Site A, with an installed capacity of 10 MW, located at Concession 2, Amherstburg, Ontario.
2. The ownership and operation of Amherstburg Solar Park Site B, with an installed capacity of 10 MW, located at Concession 1, Amherstburg, Ontario.