



Suite 3000
79 Wellington St. W.
Box 270, TD Centre
Toronto, Ontario
M5K 1N2 Canada
Tel 416.865.0040
Fax 416.865.7380

www.torys.com

Jonathan Myers
Tel 416.865.7532
jmyers@torys.com

August 18, 2016

RESS & COURIER

Ontario Energy Board
P.O. Box 2319
27th Floor
2300 Yonge Street
Toronto, ON M4P 1E4

Attention: Ms. K. Walli, Board Secretary

Dear Ms. Walli:

**Re: Comber Wind – Application for Leave to Transfer Generation Licence
(Amended)**

We are counsel to Comber Wind Limited Partnership (the “Applicant”). On behalf of the Applicant, we are hereby applying, pursuant to section 18(2) of the *Ontario Energy Board Act*, for leave of the Board to transfer the Applicant’s electricity generation licence (EG-2010-0297) (the “Licence”) to 2016 Comber Wind Limited Partnership, which is in the process of being established in connection with a planned internal reorganization within the Brookfield group of companies. A copy of the Licence is included as **Attachment “A”** to this application.

The Licence currently authorizes the Applicant to own and operate the following wind generation facilities at the Town of Lakeshore, Essex County, Ontario: (i) Comber East C24Z; and (ii) Comber West C23Z (together, the “Facilities”). The sale of output from the Facilities is governed by certain power purchase agreements (the “FIT Contracts”) entered into with the former Ontario Power Authority (now the Independent Electricity System Operator (“IESO”)) under the Feed-In Tariff Program. As the internal reorganization involves assigning the FIT Contracts to an affiliate, IESO consent to assign the FIT Contracts is not required pursuant to section 15.5(c) thereof, subject to (i) 2016 Comber Wind Limited Partnership agreeing with the IESO in writing to assume all of the Applicant’s obligations under the FIT Contracts and to be bound by the terms of the FIT Contracts, and (ii) Article 5 of the FIT Contracts, which sets out certain security requirements, having been complied with.

It is our expectation that, upon review of this application, the Board would approve the transfer of the Licence to 2016 Comber Wind Limited Partnership subject to the condition that the transfer will not take effect until the effective date of the assignment, by the Applicant, of the FIT Contracts. The Applicant will, if required, provide a copy of the conditional licence to the IESO in connection with the delivery of the agreements that are required by section 15.5(c) of

the FIT Contracts. Upon the execution of such agreements, the Applicant would promptly confirm to the Board the effective date for those agreements and request to have the condition removed and the licence transfer take effect as of the date specified. To meet the timing requirements associated with the internal reorganization (including to accommodate the sequencing of aforementioned steps involving the IESO), we respectfully request the Board's conditional approval of the transfer of the Licence to 2016 Comber Wind Limited Partnership as soon as practicable within 30 calendar days from the filing date of this application.

To assist the Board in its review of this application, we have provided below certain information relating to 2016 Comber Wind Limited Partnership, the Facilities and the FIT Contracts.

1. Applicant Business Information

Transferee of Electricity Generation Licence

Name: 2016 Comber Wind Limited Partnership
Address: 41 Victoria Street, Gatineau, Québec J8X 2A1
Telephone: 819-561-8695
Fax: 819-561-7188
Email: walter.dicesare@brookfieldrenewable.com

2. FIT Contracts and Notice to Proceed

Contract Identification #: F-000513-WIN-130-601 (Comber East)
F-000514-WIN-130-601 (Comber West)
Contract Date: April 12, 2010 for both FIT Contracts
Date NTP was received: September 1, 2010 for both FIT Contracts

3. Licence Primary Contact

Name: Jim Deluzio
Address: 41 Victoria Street, Gatineau, Québec J8X 2A1
Telephone: 705-255-2767
Fax: 819-561-7188
Email: jim.deluzio@brookfieldrenewable.com

4. Key Individuals

Jim Deluzio Vice President, Operations
Walter Di Cesare Vice President and Assistant Secretary

5. Generation Facilities

There have been no changes to the description of the Facilities as originally provided by the Applicant in its electricity generation licence application. The new licensee will own and operate the Facilities.

6. Connection

There have been no changes to the description regarding the connection of the Facilities as originally provided by the Applicant in its electricity generation licence application.

7. Technical and Financial Resources

This licence transfer is being sought in connection with an internal reorganization only. There are no changes in terms of the new licensee's technical qualifications or financial viability relative to the current licensee.

Lastly, given that 2016 Comber Wind Limited Partnership is currently expected to be an affiliate of a transmitter (Great Lakes Power Transmission LP), we intend to file a Notice of Proposal with the Board under section 80 of the *Ontario Energy Board Act* in parallel with the filing of this application.

Should you have any questions or concerns, please contact the undersigned.

Yours truly,



for Jonathan Myers

Tel 416.865.7532
jmyers@torys.com

cc: Irina Kuznetsova, OEB Staff
Jim Deluzio, Comber Wind Limited Partnership
Walter Di Cesare, Comber Wind Limited Partnership
Charles Keizer, Torys LLP
Henry Ren, Torys LLP

Attachment "A"

**Electricity Generation Licence (EG-2010-0297) – Comber Wind Limited
Partnership**



Electricity Generation Licence

EG-2010-0297

Comber Wind Limited Partnership

Valid Until

November 29, 2030

Original signed by

Jennifer Lea
Counsel, Special Projects
Ontario Energy Board
Date of Issuance: November 30, 2010

Ontario Energy Board
P.O. Box 2319
2300 Yonge Street
27th. Floor
Toronto, ON M4P 1E4

Commission de l'énergie de l'Ontario
C.P. 2319
2300, rue Yonge
27e étage
Toronto ON M4P 1E4

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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 Comber Wind Limited 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 November 30, 2010 and expire on November 29, 2030. 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.
- 9.2 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.
- 9.3 All official communication relating to this Licence shall be in writing.
- 9.4 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.

10 Copies of the Licence

10.1 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. Comber East C24Z, owned and operated by the Licensee at the Town of Lakeshore, Essex County, Ontario.
2. Comber West C23Z, owned and operated by the Licensee at the Town of Lakeshore, Essex County, Ontario.