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Our File No. 134380

VIA EMAIL, RESS AND COURIER

Ontario Energy Board
27th Floor
2300 Yonge Street
Toronto, ON
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Attention: Kirsten Walli,
Board Secretary

Dear Ms. Walli:

**Re: Suncor Energy Products Inc. ("Suncor"), Assignment of Leave to Construct
Board File No. EB-2014-0022**

Dear Ms. Walli,

I am writing this letter on behalf of Suncor, to request the Board's leave to assign the Leave to Construct granted by the Board to Suncor to construct a transmission line in EB-2014-0022. Section 18(1) of the Act states:

"No authority given by the Board under this or any other Act shall be transferred or assigned without leave of the Board".

In EB-2014-0022, issued February 26, 2015, the Board granted Suncor Leave to Construct an approximately 15 km transmission line running from its Cedar Point II Wind Energy Project ("Cedar Point II Project" or "Project") to transmission facilities controlled by Jericho Wind LP ("NextEra"), thereby making possible the conveyance of the electricity output of the Cedar Point II Project to the Hydro One grid. The NextEra transmission facilities in question were approved by the Board in EB-2013-0040 and EB-2013-0041, and are described in those Decisions.

Suncor agreed, on January 30, 2015, to transfer its assets comprising the Cedar Point II Project to the Cedar Point II Limited Partnership (the "Partnership"). The transfer agreement recognized and accommodated the fact that the Leave to Construct, would, if granted, not be assigned until such assignment was approved by the Board.

The Partnership, which was created on January 2, 2013, consists of two Limited Partners, Suncor and CP II Holdings LP, ULC ("Holdings"), an affiliate of NextEra, each with a 49.995% limited partnership interest, and general partner, Cedar Point II GP Inc. (the "General Partner") with a 0.01% ownership interest. The General Partner is a corporation with two shareholders, Suncor and CP II

Holdings GP, Inc., each with a 50% interest and is responsible for the management and direction of the business of the Partnership. A line diagram of the Partnership is shown at Attachment 1.

As the Cedar Point II Project is under development and in the early stage of construction, the principal assets that were transferred are Suncor's leases from landowners, various contracts for equipment, materials, and construction, and various permits and approvals, both obtained and applied for, including the Leave to Construct.

The transfer of the assets does not affect the Cedar Point II Project or the proposed transmission line for which the Board has granted Leave to Construct. In particular, the transmission line route, the land rights, the project contracts and permits all remain in place, and were accepted by the Partnership on an "as is" basis. Suncor, as transferor, undertook to obtain assignments of all outstanding authorities, approvals, and permits in a timely manner. Suncor's obligations, as noted by the Board in its EB-2014-0022 decision, to provide timely information to HONI pursuant to the Transmission System Code, are assumed by the Partnership. Suncor continues to be responsible for the development and construction of the Project until its commercial operation date ("COD"), as defined in the Power Purchase Agreement (FIT Contract) with the IESO, and will be the project administrator for the life of the project. The transfer of the FIT Contract from Suncor to the Partnership took place March 19, 2015. After commercial operation is achieved, NextEra Energy Canadian Operating Services, Inc., an affiliate of NextEra will be responsible for the ongoing operations and maintenance of the Project and the transmission line, including the emergency response function. Prior to COD, Suncor will advise the Board of the contact person in the NextEra operations and maintenance company.

Suncor respectfully submits that, given the fact that the Board has found the transmission line to be in the public interest, the assignment of the Leave to Construct to the Partnership is required to fulfill Suncor's obligations under the transfer agreement, and the fact that the Project and the transmission facilities will not change as a result of the transfer to the Partnership, leave to assign the Leave to Construct is in the public interest and should be granted.

Finally, Suncor requests that the Board decide this application without a hearing pursuant to section 21(4)(b) of the Act, since no other parties are adversely affected by the outcome of this proceeding.

Thank you, in advance, for your attention to this matter.

Yours sincerely,

FOGLER, RUBINOFF LLP



Thomas Brett

TB/dd

Encl.

cc: Chris Brett
Mark Kozak
Christopher Scott

