



**EB-2011-0074**

**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 MPT Hydro LP to amend electricity generation licence EG-2001-0772.

**By delegation, before:** Theodore Antonopoulos

## **DECISION AND ORDER**

MPT Hydro LP, through its general partner CPOT Title Corp., filed an application on March 9, 2011 with the Ontario Energy Board pursuant to section 74 of the *Ontario Energy Board Act, 1998* (the "Act"), to amend the name appearing on electricity generation licence EG-2001-0772 from Clean Power Operating Trust ("CPOT") to MPT Hydro LP.

On April 15 and 18, 2011, the applicant filed additional information to complete the application.

On June 3, 2011, the applicant confirmed its request that electricity generation licence EG-2011-0772 be amended such that the licensee is identified as CPOT Title Corp. on behalf of MPT Hydro LP.

The licence amendment is granted.

**Reasons**

The applicant requested that the Board dispose of this matter without a hearing under section 21(4)(b) of the Act. I find, based on the evidence filed in the application, that no other parties will be adversely affected in a material way by the outcome of this proceeding. I have therefore disposed of this matter without a hearing.

As the result of changes to federal legislation governing income trusts, the applicant and its affiliated companies have undergone a recent reorganization. CPOT wound up and transferred all its electricity generation assets and obligations listed under the electricity licence EG-2001-0772 (the “generation facilities”) to its wholly owned subsidiary, Macquarie Power Corp. (“MPC”). MPC then transferred the generation facilities to MPT Hydro LP, in which MPC is the sole limited partner and CPOT Title Corp., a wholly-owned subsidiary of MPC, is the sole general partner.

MPC changed its name to Capstone Power Corp. (“CPC”) on April 15, 2011. The applicant filed a copy of the certificate of change of name as evidence with respect to this name change.

The applicant is owned by CPC (the limited partner) at 99.999% and CPOT Title Corp. (the general partner) at 0.001%. CPC owns 100% of CPOT Title Corp.

The applicant advises that the day-to-day business relating to the generation facilities has not been affected by the internal reorganization and that, other than the management change involving three key individuals, all other information remains the same. I note that the new management team has experience in the energy industry.

I find that the requested amendment is in the public interest.

**IT IS ORDERED THAT:**

Electricity generation licence EG-2001-0772 is amended as requested. The amended licence is attached to this Decision and Order.

**DATED** at Toronto, July 13, 2011

**ONTARIO ENERGY BOARD**

*Original signed by*

Theodore Antonopoulos  
Manager, Electricity Rates



# Electricity Generation Licence

## EG-2001-0772

### CPOT Title Corp. on behalf of MPT Hydro LP

Valid Until

January 21, 2022

*Original signed by*

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**Theodore Antonopoulos**  
**Manager, Electricity Rates**  
**Ontario Energy Board**  
**Date of Issuance: January 22, 2002**  
**Date of Amendment: July 13, 2011**

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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 C POT Title Corp. on behalf of MPT Hydro LP;

“**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:
- a) to generate electricity or provide ancillary services for sale through the IESO-administered markets or directly to another person subject to the conditions set out in this Licence. This Licence authorizes the Licensee only in respect of those facilities set out in Schedule 1;
  - b) to purchase electricity or ancillary services in the IESO-administered markets or directly from a generator subject to the conditions set out in this Licence; and
  - c) to sell electricity or ancillary services through the IESO-administered markets or directly to another person, other than a consumer, subject to the conditions set out in this Licence.

**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 22, 2002 and expire on January 21, 2022. 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. Wawatay, owned by the Licensee at Pic Township, near Marathon, Ontario.
2. McKenzie Falls, owned by the Licensee at Eagle River, Ontario.
3. Eagle River, owned by the Licensee at Eagle River, Ontario.
4. Wainwright, owned by the Licensee at Dryden, Ontario.