

Fred James

Chief Regulatory Officer

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April 30, 2020

Mr. Patrick Wruck
Commission Secretary and Manager
Regulatory Support
British Columbia Utilities Commission
Suite 410, 900 Howe Street
Vancouver, BC V6Z 2N3

Dear Mr. Wruck:

**RE: British Columbia Utilities Commission (BCUC or Commission)
British Columbia Hydro and Power Authority (BC Hydro)
Electricity Purchase Agreement (EPA) Extension – Hluey Lake
Hydroelectric Facility**

BC Hydro, pursuant to section 71 of the *Utilities Commission Act* (**Act** or **UCA**), applies (**Application**) for acceptance by the British Columbia Utilities Commission (**BCUC** or **Commission**) of a six-month extension agreement, dated January 31, 2020, for the EPA originally executed by the Tahltan Nation Development Corporation, and ultimately assigned to MPT Hydro Limited Partnership (**MPT Hydro**), dated November 1, 1993 (**Hluey Lake EPA**).

On March 27, 2020, BC Hydro requested an extension from the 60-day filing rule for the six-month extension agreement, as set out in the Rules for Energy Supply Contracts for Electricity. BC Hydro's filing extension request was granted by letter dated March 30, 2020.

In this filing (**Filing**), BC Hydro requests an order from the Commission under section 71 of the UCA that the six-month extension agreement is in the public interest and is accepted for filing. A copy of the draft form of the order is attached as Appendix A.

Project Background

The Hluey Lakes Hydro Project (**Project**) is a storage hydro project serving the Dease Lake Non-Integrated Area (**NIA**) in northwestern B.C. The Project has a plant capacity of 3 MW with estimated annual generation capability of approximately 20 GWh/yr. A 21 km, 25 kV transmission line interconnects the facility to the point of interconnection at BC Hydro's Dease Lake diesel generating station.

The Dease Lake NIA has peak loads of approximately 1.6 MW. However, the average load of the community is much smaller, averaging 0.8 MW. The Project provides 99 per cent of the energy supply for the Dease Lake NIA, with BC Hydro's diesel generation station acting as backup. BC Hydro owns and operates (and will continue to do so for reliability purposes) the diesel station in Dease Lake for backup and reliability purposes.

Total annual energy supplied has averaged approximately 6.7 GWh/yr over the past 10 years.

Hluey Lake EPA Background

The existing 20-year EPA for the Project was executed with the Tahltan Nation Development Corporation (**TNDC**) on November 1, 1993 and the project has changed owners a number of times during the contract term. The Project was ultimately completed by Manulife and its subsidiary on January 15, 2000 and is currently owned by MPT Hydro LP, a wholly owned subsidiary of Capstone Infrastructure Corporation.

The Hluey Lake EPA was filed for acceptance with the BCUC on June 6, 1994 and on June 22, 1994 was approved pursuant to Order No. E-10-94 (Appendix B). A copy of the EPA was filed with the BCUC in this proceeding on a confidential basis and the Commission accepted this request.¹ The Hluey Lake EPA was subsequently amended on July 20, 1999 in relation to consent required by BC Hydro for a change in the ownership to the project. This amending agreement was exempted from section 71 of the UCA in accordance with Ministerial Order M-22-9801 (also included within Appendix B). A confidential copy of the Hluey Lake EPA and its amending agreement are attached as Appendix C.

The EPA does not contain any provisions for an extension of the existing term. Under the EPA, the current energy price is approximately [REDACTED], and is comprised of [REDACTED]

Hluey Lake EPA Extension Agreement

The Hluey Lake EPA was to expire on January 31, 2020 and a six-month extension was agreed upon in order to continue negotiations on an EPA renewal. The extension agreement is attached as Appendix D. The EPA renewal process for the Project is underway and negotiations are progressing as between BC Hydro and MPT Hydro. The extension of the existing EPA allows for the continuous supply of power from

¹ See item 2 in BCUC order E-10-94.

MPT Hydro to BC Hydro to serve BC Hydro's customers in the Dease Lake NIA, as BC Hydro does not have other resource options in the Dease Lake area other than running our stand-by diesel generators.

The extension agreement does not amend or change the existing EPA in any other aspects, except for the term of the EPA. If the Commission does not accept this extension agreement, BC Hydro's only other alternative in the Dease Lake NIA is to run its stand-by diesel generators. This alternative would increase environmental impacts and be more costly as compared to continuing to receive supply from the Hluey Lake IPP.

Energy Supply Contract Considerations

The Hluey Lake extension agreement is an "energy supply contract" under Part 5 of the UCA. Section 71(2.21) of the UCA describes what the factors the BCUC must consider when assessing whether or not an energy supply contract filed by BC Hydro is in the public interest. The first enumerated factor is whether the energy supply contract is in "the interests of persons in British Columbia who receive or may receive service from the authority" (i.e., is the Hluey Lake extension agreement in the interest of BC Hydro's customers) and in addition the BCUC must consider British Columbia's energy objectives, BC Hydro's 2013 Integrated Resource Plan (**2013 IRP**),² Section 19 of the *Clean Energy Act*,³ and the price, quantity and availability of the energy to be supplied under the energy supply contract, as well as alternatives to the energy that is being acquired.

Interests of BC Hydro Ratepayers/Price, Quantity and Availability

The extension agreement for the Hluey Lake EPA provides for the continued use of an existing, reliable clean or renewable resource at cost effective pricing. The only alternative to the extension agreement would be more costly and environmentally undesirable diesel generation at BC Hydro's diesel generating station at Dease Lake. There are no other alternatives. The price, quantity and availability of the Hluey Lake generation are discussed above in the section describing the terms of the existing EPA.

² The 2013 IRP applies to BC Hydro's integrated system IRP and does not generally address NIAs. The local generation from the Hluey Lake IPP serves customers located in the Dease Lake NIA.

³ Section 19 imposes obligations on BC Hydro with regard to prescribed targets in relation to clean or renewable resources, and prescribed guidelines in planning for the construction of generation facilities or the purchase of energy. There are neither prescribed targets nor prescribed guidelines and so this factor is not applicable.

British Columbia's Energy Objectives

The Commission must also consider "British Columbia's energy objectives" as defined in section 2 of the *Clean Energy Act*. The extension agreement, which enables the continuation of supply from an existing clean or renewable resource to displace diesel generation in the Dease Lake NIA (where such diesel generation would increase environmental impacts and be more costly as compared to continuing to receive supply from the Hluey Lake IPP) supports the following British Columbia energy objectives:⁴

- To generate at least 93 per cent of the electricity in B.C. from clean or renewable resources [objective 2(c)];
- To use and foster the development in B.C. of innovative technologies that support energy conservation and efficiency and the use of clean or renewable resources [objective 2(d)];
- To ensure the BC Hydro's rates remain among the most competitive of rates charged by public utilities in North America [objective 2(f)];
- Reduction of greenhouse gas emissions [objectives 2(g), (h) & (i)];
- To encourage economic development and the creation and retention of jobs [objective 2(k)];
- To foster the development of First Nation and rural communities through the use and development of clean or renewable resources [objective 2(l)];
- To maximize the value, including the incremental value of the resources being clean or renewable resources, of British Columbia's generation and transmission assets for the benefit of British Columbia [objective 2(m)]; and
- No use of nuclear [objective 2(o)].

First Nations

A review of the consultative boundary maps by BC Hydro identifies the Hluey Lake facility as being within the consultative boundaries of the following First Nations:

- Tahltan Central Government;
- Iskut Band; and
- Tahltan Band.

According to their website, Tahltan Central Government is the central administrative governing body for the Iskut Band and Tahltan Band.

⁴ For those objectives where the extension neither advances nor conflicts with that objective, BC Hydro is of the view it is in alignment with such objective and thus has not included it in the objectives identified in this Filing.

BC Hydro is of the view that, since the extension of the Hluey Lake EPA will not result in any changes to the physical footprint, energy output or operation of the Hluey Lake facility, nor will any new or amended Crown authorizations be required, the extension of the EPA will not result in potential incremental impacts to Aboriginal rights and title so the duty to consult is not triggered.

Regulatory Review and Notice of Filing

Under section 71 of the UCA, the BCUC may accept the extension agreement for the Hluey Lake EPA for filing and grant the requested Order without a hearing.

The Rules for Energy Supply Contracts for Electricity expressly state that the Commission intends to review energy supply contracts expeditiously and without a hearing. Further, the scheme of the relevant provisions of the UCA is that energy supply contracts are presumptively in the public interest unless the Commission declares otherwise, after a hearing.

In the case of this Filing and for the reasons set out below, if a process is required for the Commission to determine whether it requires a hearing to determine whether the extension agreement is in the public interest, then a single round of Information Requests from Commission staff is appropriate. For clarity, this proposed process would not be the "hearing" contemplated by the UCA, but a preliminary enquiry into the question of whether i) the extension agreement can be declared to be in the public interest and accepted for filing, or whether ii) a hearing is required.

If required, BC Hydro believes that a single round of Commission staff Information Requests is appropriate, and no additional process is warranted for the following reasons:

- The extension of the existing EPA allows for the continuous supply of power from MPT Hydro to BC Hydro to serve BC Hydro's customers in the Dease Lake NIA;
- As BC Hydro does not have other resource options in the Dease Lake area other than running our stand by diesel generators which would increase environmental impacts and be more costly as compared to continuing to receive supply from the Hluey Lake IPP; and
- The extension agreement does not amend or change the existing EPA in any other aspects, except for the term of the EPA and the extension agreement is only for a period of six months.

Concurrent with this Filing, BC Hydro will provide notice to the registered interveners in BC Hydro's most recent revenue requirements application in accordance with section 1.1.2 of the Rules for Energy Supply Contracts for Electricity. BC Hydro will also provide notice of this Filing to the Tahltan Central Government, Iskut Band, and Tahltan Band.

Requested Order

BC Hydro seeks a declaration that the Hluey Lake extension agreement is in the public interest, and an order accepting it for filing under section 71 of the UCA. A draft order is attached as Appendix A.

Confidentiality

BC Hydro is of the view that key or specific commercial terms and conditions relating to the Hluey Lake EPA is commercially sensitive and the public disclosure of such information will harm BC Hydro's negotiating position with respect to further electricity purchase agreements. Certain information in the Hluey Lake EPA is also considered commercially sensitive to the facility owner. BC Hydro has thus redacted certain information in this Filing and the Hluey Lake EPA including its 1999 amending agreement in its entirety (Appendix C) from the public version of the Filing.

As provided by the General Rules 1.10 of the Rules for Energy Supply Contracts for Electricity, Part IV of the Commission's Rules of Practice and Procedure, and section 42 of the *Administrative Tribunals Act*, BC Hydro requests that the Commission keep this information confidential.

For further information, please contact the undersigned.

Yours sincerely,

Fred James
Chief Regulatory Officer

st/rh

Enclosure

Copy to: **BCUC Project No. 1598990 (BC Hydro Fiscal 2020 to Fiscal 2021 Revenue Requirements Application) Registered Intervener Distribution List.**

Iskut Band

Tahltan Central Government

Tahltan Band

Hluey Lake Hydro

Electricity Purchase Agreement Renewal

Appendix A

Draft Order



Suite 410, 900 Howe Street
Vancouver, BC Canada V6Z 2N3
P: 604.660.4700
TF: 1.800.663.1385
F: 604.660.1102

ORDER NUMBER

E-xx-xx

IN THE MATTER OF

the *Utilities Commission Act*, RSBC 1996, Chapter 473

and

British Columbia Hydro and Power Authority
Section 71 Filing of Electricity Purchase Agreement
Hluey Lake Hydro

BEFORE:

Commissioner
Commissioner
Commissioner

on Date

ORDER

WHEREAS:

- A. Pursuant to Section 71 of the *Utilities Commission Act* (**UCA**), on April 30, 2020, British Columbia Hydro and Power Authority (**BC Hydro**) filed with the British Columbia Utilities Commission (**Commission**) a six month extension agreement, dated January 31, 2020, (**Amendment Agreement**) amending the electricity purchase agreements (**EPA**) for the Hluey Lake Hydroelectric Facility (**Filing**);
- B. On April 30, 2020, BC Hydro filed both redacted and un-redacted copies of the Filing and advised the Commission that it provided a redacted copy of the Filing to interveners in the BC Hydro Fiscal 2020 to Fiscal 2021 Revenue Requirements proceeding. BC Hydro will also provide notice of this Filing to the Tahltan Central Government, Iskut Band, and Tahltan Band. BC Hydro requests that the un-redacted version of the Filing be held confidential as it contains information that is commercially sensitive and, the release of which, may harm BC Hydro's negotiating position with respect to other EPAs;
- C. Under Commission Order No. G-61-12 dated May 17, 2012, the Commission established "Rules for Energy Supply Contracts for Electricity" (**ESC Rules**) which set out rules for review of energy supply contracts for electricity (**ESCs**), amendments to ESCs and contractual developments in regard to ESCs accepted for filing by the Commission;
- D. On March 27, 2020, BC Hydro requested an extension from the 60 days filing rule for the Hluey Lake Hydro EPA Amendment Agreement, as set out in the ESC Rules. BC Hydro's filing extension request was granted by letter dated March 30, 2020;

.../2

- E. The Commission reviewed the Filing by BC Hydro, and finds the Amendment Agreement is in the public interest and should be accepted for filing.

NOW THEREFORE pursuant to section 71 of the *Utilities Commission Act* and the British Columbia Utilities Commission's Rules for Energy Supply Contracts for Electricity, the Commission orders as follows:

1. The Amendment Agreement between BC Hydro and Hluey Lake Hydro, is in the public interest and is accepted for filing under section 71 of the UCA.
2. The Commission will hold confidential the un-redacted version of the Hluey Lake Hydro EPA, including its 1999 amending agreement, on the basis that disclosure of commercially sensitive information may impair BC Hydro's ability to negotiate favourable Electricity Purchase Agreements on behalf of its customers in future.

DATED at the City of Vancouver, in the Province of British Columbia, this (XX) day of (Month Year).

BY ORDER

(X. X. last name)
Commissioner

Hluey Lake Hydro

Electricity Purchase Agreement Renewal

Appendix B

**BCUC Order No. E-10-94 and
Ministerial Order No. M-22-9801**

SIXTH FLOOR, 900 HOWE STREET, BOX 250
VANCOUVER, B.C. V6Z 2N3
CANADA



BRITISH COLUMBIA UTILITIES COMMISSION	
ORDER NUMBER	E-10-94
TELEPHONE: (604) 660-4700 BC TOLL FREE: 1-800-663-1385 FACSIMILE: (604) 660-1102	

AN ORDER IN THE MATTER OF the Utilities Commission
Act, S.B.C. 1980, c. 60, as amended

and

An Application by British Columbia Hydro and Power Authority

BEFORE: K.L. Hall, Commissioner; and)
F.C. Leighton, Commissioner) June 22, 1994

O R D E R

WHEREAS:

- A. On June 6, 1994 British Columbia Hydro and Power Authority ("B.C. Hydro") filed with the Commission under Section 85.3 of the Utilities Commission Act ("the Act") an Electricity Purchase Agreement ("the Agreement") dated November 1, 1993 between B.C. Hydro and Tahltan Nation Development Corporation ("TNDC") for the supply of electricity from TNDC's Hluey Lake hydro generating facility to B.C. Hydro at Dease Lake, B.C.; and
- B. The Agreement was executed pursuant to a Request for Proposals made by B.C. Hydro for electricity from Independent Power Producers to displace its diesel generating facilities at Dease Lake, B.C.; and
- C. B.C. Hydro has requested that the Agreement remain confidential as it contains sensitive business information which could potentially compromise B.C. Hydro's future bargaining position; and
- D. The Commission has reviewed the Agreement and supporting documentation and is satisfied that approval is necessary and in the public interest.

NOW THEREFORE the Commission orders as follows:

- 1. The Electricity Purchase Agreement dated November 1, 1993 between B.C. Hydro and TNDC for the supply of electricity to B.C. Hydro at Dease Lake, B.C. is approved.
- 2. B.C. Hydro's request for confidentiality of the Agreement is approved at this time. The Commission reserves the right to revisit the issue of confidentiality of this Agreement at a later date should it be deemed necessary.

DATED at the City of Vancouver, in the Province of British Columbia, this 30th day of June, 1994.

BY ORDER


Frank C. Leighton
Commissioner

BCUC/Orders/BCH-TahltanNationAgrmt

MAR 15 2005 12:41 FR ENERGY MINES

250 952 0637 TO 816046234407

P.02/03

M 297

MINISTER'S ORDER NO. M-22-9801

**IN THE MATTER OF THE SALE, PURCHASE OR PRODUCTION OF A POWER SERVICE
AND AN EXEMPTION FROM THE PROVISIONS OF PART 3 AND SECTION 71 OF THE
UTILITIES COMMISSION ACT, R.S.B.C. 1996, c. 473, AS AMENDED, ("THE ACT")**

WHEREAS, certain persons in the Province generate electricity and sell, produce or purchase a power service, as defined in section 22(1) of the Act, including entering into energy supply contracts within the meaning of section 58 of the Act for the provision of electricity;


AND WHEREAS, some of these persons may sell some or all of the power service to the British Columbia Hydro and Power Authority ("the Authority") or the British Columbia Power Exchange Corporation ("Powerex"), by entering into energy supply contracts;

AND WHEREAS, pursuant to section 22 of the Act, the Minister of Employment and Investment (the "Minister") is empowered to exempt persons selling, producing or purchasing a power service from the provisions of Part 3 and section 71 of the Act specified in the order;

AND WHEREAS, the Minister considers that persons that sell a power service to the Authority or Powerex by entering into energy supply contracts should continue to be exempt from all provisions of Part 3, as well as section 71 of the Act, and that the Authority and Powerex should be exempt from Part 3 and section 71 of the Act for such purchases;

NOW THEREFORE, the Minister pursuant to section 22 of the Act hereby exempts from:

- (1) section 71 of the Act, persons and their successors or assigns, who have entered into an energy supply contract with either the Authority or Powerex on or before March 31, 2000, but only with respect to such contracts;
- (2) all provisions of Part 3 of the Act, persons and their successors or assigns who have entered into the contracts referred to in subsection (1) above, for the equipment, appliances, safety devices, facilities, plant, projects, system or system extensions required to produce and sell the power service to the Authority or Powerex pursuant to those contracts;
- (3) section 71 of the Act, the Authority or Powerex, in respect of an energy supply contract for the purchase of a power service from the persons referred to in subsection (1) above; and
- (4) all provisions of Part 3 of the Act, the Authority or Powerex, for the electrical equipment, appliances, safety devices, facilities, plant, projects, system or system extensions, directly constructed for or dedicated to the purchase of a power service pursuant to contracts referred to in subsection (1) above.


 Minister of Employment and Investment

Dated this 28 day of August, 1998.

MAR 15 2005 12:41 FR ENERGY MINES

250 952 0637 TO 816046234407

P.03/03

M 116

AMENDING ORDER NO. M-22-9801-A1

IN THE MATTER OF THE SALE, PURCHASE OR PRODUCTION OF A
POWER SERVICE AND AN EXEMPTION FROM THE PROVISIONS OF PART
3 AND SECTION 71 OF THE *UTILITIES COMMISSION ACT*, R.S.B.C. 1996, c.
473, AS AMENDED, ("THE ACT")

WHEREAS, on August 28, 1998 the Minister of Employment and Investment ("the Minister"), pursuant to section 22 of the Act, issued Order M-22-9801 exempting persons that sell a power service to the British Columbia Hydro and Power Authority ("the Authority") or the British Columbia Power Exchange Corporation ("Powerex") from all provisions of Part 3, as well as section 71 of the Act, and exempting the Authority and Powerex from Part 3 and section 71 of the Act for such purchases;

AND WHEREAS, the exemptions set out in Order M-22-9801 applied to contracts entered into between such persons and either the Authority or Powerex on or before March 31, 2000 ("the Term");

AND WHEREAS, the Term was coterminous with the period under which the Authority's rates were frozen pursuant to the *British Columbia and Power Authority Rate Freeze and Profit Sharing Act*;

AND WHEREAS, on February 3, 2000, the Minister announced government's intention to extend the period during which BC Hydro's rates would be frozen from March 31, 2000 to September 30, 2001;

NOW THEREFORE, the Minister pursuant to section 22 of the Act hereby amends Paragraph (1) of Order M-22-9801 by deleting "March 31, 2000" and substituting "September 30, 2001".


Minister of Employment and Investment

Dated this 30th day of March, 2000.

** TOTAL PAGE.03 **

Hluey Lake Hydro

Electricity Purchase Agreement Renewal

Appendix C

Hluey Lake EPA and Amending Agreement

PUBLIC

**CONFIDENTIAL
ATTACHMENT

FILED WITH BCUC
ONLY**

Bluey Lake Hydro

Electricity Purchase Agreement Renewal

Appendix D

EPA Extension Agreement

**EPA Extension Agreement
Hluey Lake Hydro Project**

THIS EXTENSION AGREEMENT ("Agreement") is made as of the 31st day of January, 2020

BETWEEN:

MPT HYDRO LP, a limited partnership formed under the laws of Ontario, represented by its general partner, CPOT TITLE CORP., a corporation incorporated under the laws of Ontario and extra-provincially registered in British Columbia, with its head office at 155 Wellington Street West, Suite 2930, Toronto, ON, M5V 3H1

("MPT")

AND:

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY, a corporation continued under the *Hydro and Power Authority Act*, R.S.B.C. 1996, c. 212, with its head office at 333 Dunsmuir Street, Vancouver, BC, V6B 5R3

("BC Hydro")

WHEREAS:

- A. MPT and BC Hydro are parties to an electricity purchase agreement dated November 1, 1993 (as amended, restated, supplemented, modified, assigned and assumed, from time to time, the "EPA"), and which was originally executed by the Tahltan Nation Development Corporation and was subsequently assigned to MPT by way of an assignment and assumption agreement dated January 1, 2011;
- B. Pursuant to the EPA, MPT sells to BC Hydro electricity generated at MPT's hydroelectric generating facility near Dease Lake, British Columbia;
- C. The EPA is due to expire on January 31, 2020 and it is unlikely that MPT and BC Hydro will reach agreement on the terms of a new electricity purchase agreement prior to that date;
- D. To facilitate negotiations, BC Hydro wishes to extend the term of the EPA for a six month period and MPT has agreed to such extension.

THIS AGREEMENT WITNESSES that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, MPT and BC Hydro (together, the "**Parties**" and each, a "**Party**") hereby agree as follows:

1. BCUC Acceptance

If required, as determined by BC Hydro in consultation with MPT, BC Hydro will file this Agreement with the BCUC under section 71 of the *Utilities Commission Act* (British Columbia) ("**UCA**"), for BCUC Acceptance, as an energy supply contract in accordance with BC Hydro's usual filing practices within a reasonable period of time following the date of this Agreement.

"**BCUC Acceptance**" means that the BCUC has issued an order accepting for filing, or approving, this Agreement under section 71 of the UCA as an energy supply contract either without

conditions or subject to conditions that do not: (i) require as a condition of acceptance for filing or approval a material alteration to any material term or condition of this Agreement, or (ii) otherwise have an adverse effect on one or both of the Parties. If the Agreement is filed with the BCUC, BC Hydro will take all reasonable steps to secure BCUC Acceptance. MPT will provide any assistance reasonably requested by BC Hydro to secure BCUC Acceptance.

2. Termination

- (a) If the Agreement is filed with the BCUC and BCUC Acceptance has not been issued for this Agreement on or before the date that is 90 days after the date of this Agreement, or such later date as BC Hydro, in its sole discretion, may from time to time elect by notice to MPT, then at any time following such date either Party may terminate this Agreement by delivering notice of termination to the other Party, and such termination will be effective on the date that is 30 days after the date of delivery of such notice of termination, provided that a Party may not terminate this Agreement under this section if BCUC Acceptance is issued before the notice of termination is delivered to the other Party.
- (b) If this Agreement is terminated by either Party in accordance with section 2(a), the Parties will have no further liabilities or obligations under, or in relation to, this Agreement.

3. Term

Section 2.1 of the EPA is deleted in its entirety and replaced with the following provision:

"This Agreement shall come into force on the date of this Agreement and, except as otherwise provided in this Agreement, shall continue in full force and effect until the earlier of:

- (a) July 31, 2020; or
- (b) the effective date of a new electricity purchase agreement as may be agreed to by the Parties."

4. Continuation of Terms and Conditions

MPT and BC Hydro acknowledge and agree that except as specifically amended by this Agreement, the EPA continues in full force and effect.

5. Duly Authorized

Each of MPT and BC Hydro represent and warrant to the other that: (a) this Agreement has been duly authorized, executed and delivered, and (b) this Agreement constitutes a valid and binding obligation, enforceable against it in accordance with its terms.

6. Governing Law

This Agreement is governed by British Columbia law and the laws of Canada applicable therein.

7. Further Assurances

MPT and BC Hydro shall, upon the reasonable request of the other, do, sign or cause to be done or signed all further acts, deeds, documents and assurances required for the performance of this Agreement.

8. Enurement

This Agreement enures to the benefit of, and is binding upon, the Parties and their respective successors and permitted assigns.

9. Counterparts


This Agreement may be executed in counterparts, each of which when executed and delivered (by facsimile, pdf or otherwise) will be deemed to be an original, and all of which together will constitute one and the same document.

IN WITNESS WHEREOF this Agreement has been executed by a duly authorized representative of each of the parties hereto as of the date first above written.

**MPT HYDRO LP, by its general partner,
CPOT Title Corp.**

**BRITISH COLUMBIA HYDRO AND POWER
AUTHORITY**

By: _____
Authorized Signatory

By:  _____
Authorized Signatory

Name: _____

Name: CURTIS S. PARMAR

Title: _____

Title: CHIEF SUPPLY CHAIN OFFICER
(ACTING FOR J. WONG)
CFO

By: _____
Authorized Signatory

Name: _____

Title: _____

6. Governing Law

This Agreement is governed by British Columbia law and the laws of Canada applicable therein.

7. Further Assurances

MPT and BC Hydro shall, upon the reasonable request of the other, do, sign or cause to be done or signed all further acts, deeds, documents and assurances required for the performance of this Agreement.

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This Agreement enures to the benefit of, and is binding upon, the Parties and their respective successors and permitted assigns.

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IN WITNESS WHEREOF this Agreement has been executed by a duly authorized representative of each of the parties hereto as of the date first above written.

MPT HYDRO LP, by its general partner,
CPOT Title Corp.

BRITISH COLUMBIA HYDRO AND POWER
AUTHORITY

By:


Authorized Signatory

By:

Authorized Signatory

Name:

Andrew Kennedy


Name:

Title:

GO

Title:

By:


Authorized Signatory

Name:

ALLEN GIEN

Title:

GENERAL COUNSEL & CORPORATE SECRETARY