

Access or Correction Request

*Freedom of Information and Protection of Privacy Act
Municipal Freedom of Information and Protection of Privacy Act*

Please see instructions on page 2 before filling out this form

A. Type of Request

- Access to general records (non-personal information)
 Access to own personal information
 Access to other's personal information by authorized party
 Correction of own personal information

Name of institution request made to

B. Requester's Information

Last name Adams		First name Thomas		Middle initial M
Unit/Apt. no.	Street no. 12	Street name Sidford Court		PO box
City/Town Toronto		Province Ontario		Postal code M6S 2J4
Home phone no. (include area code) 416-604-8517		Business/Mobile phone no. (include area code & extension) 416-834-7442		

C. Description of Records or Correction Requested

Please provide all documentation, including but not limited to all correspondence, minutes, presentations, emails, videos, audio recordings, other electronic communication, handwritten notes, reports, briefs, maps, photos, any other communication, and any other document, whether it appears or appeared on paper, microfilm, computer disk, or any other medium, produced, sent or received in period January 1, 2012 through October 1, 2012 by the the Premier, the Premier's Office, consultants to the Premier's office, or advisors to the Premier's Office relating to the construction, contracting, relocation, or any other arrangements associated with of the gas-fired power plants once contracted for development in Oakville by the firm TransCanada Energy or related entities and also Mississauga by the firm Eastern Power or related entities. Where any of these materials are available as electronic text, .PPT, .PPTX, .ODTs, .EXE, .DOC, .DOCX, .EML, .MBX, .PST or any other kind of application file, please provide the search results in machine searchable format.

Time period of the records		Method of access	
From (yyyy/mm/dd) 2012/01/01	To (yyyy/mm/dd) 2012/10/01	<input checked="" type="checkbox"/> Receive copy	<input type="checkbox"/> Examine original (on site only)

D. Payment and Signature

\$5 application fee	Signature	Date (yyyy/mm/dd)
<input checked="" type="checkbox"/> Cheque <input type="checkbox"/> Cash (in person only)		

Personal information contained on this form is collected under the *Freedom of Information and Protection of Privacy Act* or *Municipal Freedom of Information and Protection of Privacy Act* and will be used to answer your request.

Questions about this collection should be directed to the Freedom of Information and Privacy Coordinator at the institution where you make the request.

E. Institution Use Only

Date received (yyyy/mm/dd)	Request no.	Comments

The Cabinet Office

Bureau du Conseil des ministres

Communications Services

Services des Communications

99 Wellesley Street West
Whitney Block, Room 4520
Toronto, Ontario
M7A 1A1

Telephone: 416-326-2672

99, rue Wellesley Ouest
Édifice Whitney, Bureau 4520
Toronto (Ontario)
M7A 1A1

Téléphone: 416-326-2672



February 11, 2013

Mr. Thomas Adams
12 Sidford Court
Toronto, Ontario
M6S 2J4

Dear Mr. Adams:

**Subject: FOI Request 12/53
Decision and Revised Fee**

This is further to your request under the *Freedom of Information and Protection of Privacy Act* for records sent or received in the period January 1, 2012 through October 1, 2012 by the Premier, the Premier's Office, consultants to the Premier's Office, or advisors to the Premier's Office relating to the construction, contracting, relocation, or any other arrangements associated with the gas-fired power plants once contracted for development in Oakville by the firm TransCanada Energy or related entities and also Mississauga by the firm Eastern Power or related entities.

Partial access is being granted to the records you requested. Section 21(1) applies to a limited amount of information in the records to protect personal privacy. Information protected under this exemption includes email addresses and other personal information.

In fulfilling your request, we interpreted 'consultants and advisors to the Premier's Office' as those individuals who are external to, and are not employed in, the Premier's Office or public service.

In addition, we did not include records related to the gas plants that were tabled in the Legislative Assembly of Ontario in the fall of 2012 in accordance with an order of the Standing Committee on Estimates and that were subsequently made available to the public through that process.

Please let me know if you are interested in receiving a copy of those records.

I am also providing a revised fee, based on actual processing time, for access to the records.

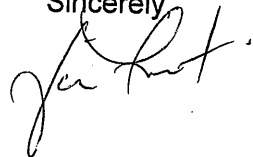
Searching and retrieving records:	5 hours @ \$30.00/hour	\$ 150.00
Preparing records:	1 hour* @ 30.00/hour	30.00
Photocopying:	88 pages @ \$20/page	<u>17.60</u>
		\$ 197.60

* Preparation time is calculated at two minutes per page in accordance with the best practices of the Office of the Information and Privacy Commissioner. 43 pages of general correspondence required severing to remove personal information.

As you have already paid a deposit of \$107.50, the balance of the fee is \$90.10. The records will be released after payment of this balance. Please make your cheque or money order payable to the Minister of Finance.

You may, within 30 days of the receipt of this letter, request a review of this decision by the Information and privacy Commissioner, 2 Bloor Street East, Suite 1400, Toronto, Ontario, M4W 1A8, telephone (416) 326-3333 or 1-800-387-0073. An appeal fee of \$25.00 is required by cheque or money order, payable to the Minister of Finance.

Sincerely,



Jamie Forrest
Coordinator
Freedom of Information and Issues

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M7A 1A1

Téléphone: 416-326-2672



December 18, 2012

Mr. Thomas Adams
12 Sidford Court
Toronto, Ontario
M6S 2J4

Dear Mr. Adams:

**Subject: FOI Request 12/53
Fee Estimate**

This is further to your request under the *Freedom of Information and Protection of Privacy Act* for records related to the gas-fired power plants once contracted for development in Oakville and Mississauga. The time period for the request is from January 1, 2012 to October 1, 2012.

Our initial review indicates it will cost an estimated \$215.00 to process your request. This estimate is based on charging fees, in accordance with section 57 of the Act/Regulation 460 s.6, for:

Searching and retrieving records:	5 hours @ \$30.00/hour	\$ 150.00
Preparing records:	1.5 hours* @ 30.00/hour	45.00
Photocopying:	100 pages @ \$20/page	20.00
		\$ 215.00

* The estimated volume of records includes correspondence from individuals. As such, we must sever personal information (name and home address, etc.). This is required to protect personal privacy. Preparation time is calculated at two minutes per page in accordance with the best practices of the Office of the Information and Privacy Commissioner.

It is likely you will be granted partial access to the requested records with severances made to some information pursuant to section 21(1) of the Act to protect personal privacy.

We require your acceptance of the estimated fee and a deposit of \$107.50 before we resume processing this request. Please make your cheque or money order payable to the Minister of Finance. Bear in mind this is a fee estimate only. Once we complete processing your request, we will issue a final decision and a final fee.

Sent Jan 8

You may, within 30 days of the receipt of this letter, request a review of this fee estimate by the Information and privacy Commissioner, 2 Bloor Street East, Suite 1400, Toronto, Ontario, M4W 1A8, telephone (416) 326-3333 or 1-800-387-0073. An appeal fee of \$25.00 is required by cheque or money order, payable to the Minister of Finance.

Sincerely,

A handwritten signature in cursive script, appearing to read "Jamie Forrest".

Jamie Forrest
Coordinator
Freedom of Information and Issues

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M7A 1A1

Téléphone: 416-326-2672



December 5, 2012

Mr. Thomas Adams
12 Sidford Court
Toronto, Ontario
M6S 2J4

Dear Mr. Adams:

**Subject: FOI Request 12/53
Acknowledgement**

I am writing to acknowledge our receipt of your request under the *Freedom of Information and Protection of Privacy Act*.

In this request you ask for all records, sent or received by the Premier, the Premier's Office, consultants or advisors to the Premier's Office related to the gas-fired power plants once contracted for development in Oakville and Mississauga. The time period for the request is from January 1, 2012 to October 1, 2012.

We received your request on November 30, 2012, along with your \$5.00 application fee.

I will notify you once a decision regarding your access request is made.

Sincerely,

A handwritten signature in black ink, appearing to read "Jamie Forrest".

Jamie Forrest
Coordinator
Freedom of Information and Issues

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M7A 1A1

Téléphone: 416-326-2672



January 18, 2013

Tom Adams
12 Sidford Court
Toronto, Ontario
M6S 2J4

Dear Mr. Adams:

**Subject: FOI Request 12/53
Time Extension**

Thank you for the fee deposit in the amount of \$107.50 for access to records regarding the gas-fired power plants once contracted for development in Oakville and Mississauga.

Under the *Freedom of Information and Protection of Privacy Act*, the time limit for response is 30 days. We wish to advise you that the time has been extended in accordance with Section 27(1)(a) and (b) of the Act for an additional 21 days to February 11, 2013.

The reason for the extension is because the request necessitates a search through a large number of records and consultations outside of the Ministry are necessary and cannot reasonably be completed within the time limit.

You may appeal this time extension with the Information and Privacy Commissioner located at 2 Bloor Street East, Suite 1400, Toronto, Ontario, M4W 1A8, Telephone: (416) 326-3333 or toll free 1-800-387-0073. In the event that you wish to do so, please provide the Commissioner's office with the following **within 30 days** from receipt of this letter:

- 1) An appeal fee in the form of either a cheque or money order made payable to the **Minister of Finance** in the amount of \$10.00 if your request was for your personal information or \$25.00 for all other requests for information. Please include the fee with your letter of appeal.
- 2) The file number listed at the beginning of this letter
- 3) A copy of this letter
- 4) A copy of the original request for information

If you require further information, please contact me in writing at the address above or by phone at 416-326-2672.

Sincerely,



Jamie Forrest
Coordinator
Freedom of Information and Issues

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this "MOU") is made as of September 24, 2012.

BETWEEN:

TRANSCANADA ENERGY LTD., a corporation incorporated under the laws of Canada, ("TCE"),

- and -

ONTARIO POWER GENERATION INC., a corporation incorporated under the laws of the Province of Ontario ("OPG"),

- and -

ONTARIO POWER AUTHORITY, a corporation without share capital existing under the *Electricity Act*, 1998 (Ontario), (the "OPA"),

(each a "Party" and together the "Parties").

WHEREAS the OPA and TCE executed the Southwest GTA Clean Energy Supply (CES) Contract (the "Original Contract") dated October 9, 2009 for a combined cycle, gas-fired power generation facility to be built and operated by TCE in Oakville, Ontario (the "OGS Facility");

AND WHEREAS TCE entered into contracts and expended funds to develop the OGS Facility;

AND WHEREAS by letter dated October 7, 2010, the OPA advised TCE that it would not proceed with the Original Contract, directed TCE to cease all further work and activities in connection with the OGS Facility and acknowledged that TCE was entitled to its reasonable damages, including the anticipated financial value of the Original Contract;

AND WHEREAS the Province, the OPA and TCE agreed to resolve by way of binding arbitration the quantum of such damages and for that purpose entered into an Arbitration Agreement dated August 5, 2011 (as amended and restated on February 10, 2012, and as may be further amended from time to time, the "Arbitration Agreement") and commenced the arbitration in accordance with the terms of the Arbitration Agreement (the "Arbitration");

AND WHEREAS the Province, the OPA and TCE have engaged, at various times, in discussions with respect to the resolution of the damages claimed by TCE in the Arbitration and the possibility of TCE and OPG formally entering into an agreement to construct and operate in Ontario an alternative project on a commercial basis

AND WHEREAS TCE has identified certain of the Lennox Generating Station lands (the "Lennox GS Lands") as identified in Exhibit 1, being a primary site, and Exhibit 2, being a secondary site, (collectively, the "Prospective Sites"), as suitable locations for such an alternative project;

AND WHEREAS such alternative project would consist of an approximately 900 megawatt combined cycle, natural gas-fired power generation facility located on the Site and using equipment purchased for the OGS Facility (the "Alternative Project");

AND WHEREAS the Parties wish to investigate the feasibility of the Alternative Project and, if determined to be feasible, to negotiate and execute the agreements required to implement the Alternative Project;

AND WHEREAS TCE and OPG entered into a Confidentiality Agreement dated as of July 22, 2012 as amended on September 19, 2012 and as may be further amended from time to time (the "Confidentiality Agreement");

AND WHEREAS the Province, Ontario Infrastructure and Lands Corporation, the OPA, and TCE entered into a letter agreement dated September 12, 2012 setting forth the confidentiality obligations among such parties (as may be amended from time to time, the "Letter Agreement");

AND WHEREAS the Parties have agreed to enter into this MOU to set out the process for investigating and implementing the Alternative Project;

AND WHEREAS the Province, OPA and TCE have agreed to enter into a memorandum of understanding (the "Alternative Project MOU") dated as of the date hereof whereby such parties agree to negotiate additional definitive agreements relating to the Alternative Project, including a clean energy supply agreement and a reimbursement agreement (which, together with the Implementation Agreements, as hereinafter defined, are referred to collectively herein as the "Definitive Agreements");

NOW THEREFORE, in consideration of the agreements, premises and mutual covenants contained herein and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties agree as follows:

ARTICLE 1 TERM

- 1.1 Unless extended by mutual agreement of the Parties, and subject to earlier termination as set forth in Section 1.2, the term of this MOU (the "Term") shall be from the date set out above until the earlier of: (i) 5:00 p.m. (Toronto time) on December 14, 2012, and (ii) the execution and delivery of the Definitive Agreements by the applicable parties thereto.
- 1.2 This MOU will automatically terminate concurrently with the termination of the Alternative Project MOU.
- 1.3 Notwithstanding the termination of this MOU by the passage of time or as otherwise provided herein, the provisions of Articles 3 and 4 shall survive if the Definitive Agreements are not executed and delivered by the applicable parties thereto.

ARTICLE 2 ALTERNATIVE PROJECT

- 2.1 TCE will work diligently to determine the feasibility of developing, constructing and operating the Alternative Project at one of the Prospective Sites. In connection therewith, OPG will provide TCE

with reasonable access to the Prospective Sites, upon reasonable notice, to inspect the Prospective Sites and/or to conduct tests or investigations as may be necessary to determine the feasibility of the Prospective Sites for the Alternative Project, which tests or investigations will be at TCE's cost; provided, however, that OPG and TCE will mutually agree upon the scope of, and share equally in the cost of, environmental tests or investigations of the Prospective Sites. If requested by OPG, such access shall be with the accompaniment and under the supervision of OPG or its representatives. TCE will be responsible for any damage whatsoever caused by TCE or its agents as a result of TCE's conduct of due diligence on the Prospective Sites.

- 2.2 OPG will provide TCE with such information that is in OPG's possession or control relating to the Prospective Sites and to the feasibility of developing, constructing and operating the Alternative Project thereon as TCE may reasonably request.
- 2.3 If the results of environmental tests or investigations require remediation or treatment measures in excess of \$2.5 million (a "Material Remediation") to be performed on any portion of Site 1 on which TCE intended to locate the generation facility or any ancillary equipment servicing the Alternative Project, TCE agrees, in consultation with OPG, that it will use commercially reasonable efforts to relocate the facility within the boundaries of Site 1 that require substantially less or no remediation or treatment.
- 2.4 If TCE, using commercially reasonable efforts and acting in good faith, cannot relocate the generation facility within the boundaries of Site 1 in accordance with Section 2.3, then TCE will agree to consider Site 2. If the results of environmental tests or investigations require Material Remediation to be performed on any portion of the Site 2 on which TCE intended to locate the generation facility or any ancillary equipment servicing the Alternative Project, TCE agrees, in consultation with OPG, that it will use commercially reasonable efforts to relocate the facility within the boundaries of Site 2 that require substantially less or no remediation or treatment.
- 2.5 If TCE, using commercially reasonable efforts and acting in good faith, cannot relocate the generation facility within the boundaries of Site 2 in accordance with Section 2.4, then TCE will so notify OPG and TCE and OPG will use commercially reasonable efforts to designate an alternative site for sale to TCE, provided that such site (i) will be located on the Lennox GS Lands; (ii) will be mutually agreeable, including consideration in respect of any remediation costs, to TCE and OPG, acting reasonably and in good faith; (iii) will not exceed 80 acres; and (iv) will not materially interfere with OPG's current operations.
- 2.6 If TCE and OPG cannot agree, using commercially reasonable efforts and acting in good faith, to relocate the Alternative Project to alternative lands as contemplated by Section 2.5, then TCE is obligated to select one of Site 1 or Site 2 for the purposes of locating the Alternative Project and agrees to pay 50% of the Remediation Costs (as defined below) in excess of \$2.5 million to OPG in respect of such Site.
- 2.7 Upon selection of Site 1 or Site 2, or an alternative site as contemplated by Section 2.6, all references to the "Site" herein shall be deemed to be references to such selected site.
- 2.8 OPG and TCE will negotiate in good faith and, subject to Section 2.9, use commercially reasonable efforts to enter into, on or before December 14, 2012, agreements (the "Implementation Agreements") on the terms and conditions set out in Schedule A.

- 2.9 If the Parties reach agreement to execute and deliver the Implementation Agreements, the Implementation Agreements will be executed and delivered by the Parties on December 14, 2012 or such earlier date agreed to by the Parties provided that the remaining Definitive Agreements are contemporaneously executed and delivered.

ARTICLE 3 CONFIDENTIALITY AND ANNOUNCEMENTS

- 3.1 The Parties acknowledge that this MOU and the negotiations and documents exchanged hereunder are confidential and are subject to the provisions of the Confidentiality Agreement or Letter Agreement, as applicable.
- 3.2 Any press release, public statement, announcement or other public disclosure (a "Public Statement") with respect to this MOU, the Implementation Agreements or the transactions contemplated in this MOU may be made by any Party only with the prior written consent and joint approval of the other Parties except as may be required by any applicable law, order, regulation or ruling. Where a Public Statement is required by any applicable law, order, regulation or ruling, the Party required to make the Public Statement will use commercially reasonable effort to obtain the approval of the other Parties hereto as to the form, nature and extent of the disclosure.

ARTICLE 4 MISCELLANEOUS

- 4.1 Any notice, direction or other communication (each a "Notice") given regarding the matters contemplated by this MOU must be in writing, sent by personal delivery, courier or facsimile, along with a copy by electronic mail, and addressed:

- (a) to TCE at:

Royal Bank Plaza
200 Bay Street
24th Floor, South Tower
Toronto, ON M5J 2J1

Attention: Terry Bennett, Vice-President, Power Generation Development

Telephone: 416-869-2133
Facsimile: 416-869-2056
e-mail: terry_bennett@transcanada.com

- (b) to OPG at:

Ontario Power Generation
700 University Avenue, 18th Floor
Toronto, ON M5G 1X6

Attention: Christopher F. Ginther

Telephone: 416-592-5081
Facsimile: 416-592-1466
e-mail: chris.ginther@opg.com

(c) to OPA at:

Ontario Power Authority
120 Adelaide Street West, Suite 1600
Toronto, ON M5H 1T1

Attention: Michael Lyle, General Counsel

Telephone: 416-969-6035
Facsimile: 416-967-1947
e-mail: michael.lyle@powerauthority.on.ca

A Notice is deemed to be delivered and received (i) if sent by personal delivery, on the date of delivery if it is a Business Day and the delivery was made prior to 4:00 p.m. (Toronto time) and otherwise on the next Business Day, (ii) if sent by same-day courier service, on the date of delivery if sent on a Business Day and delivery was made prior to 4:00 p.m. (Toronto time) and otherwise on the next Business Day, (iii) if sent by overnight courier, on the next Business Day, or (iv) if sent by facsimile, on the Business Day following the date of confirmation of transmission by the originating facsimile. A Party may change its address for service from time to time by providing a Notice in accordance with the foregoing. Any subsequent Notice must be sent to the Party at its changed address. Any element of a Party's address that is not specifically changed in a Notice will be assumed not to be changed. The failure to send a copy of a Notice by electronic mail does not invalidate delivery of that Notice to a Party. For the purposes of this Section, "Business Day" means any day of the year other than a Saturday, Sunday or any day on which major banks are closed for business in Toronto, Ontario.

- 4.2 Time is of the essence in this MOU.
- 4.3 The Parties intend that this MOU will not benefit or create any right or cause of action in favour of any person or entity, other than the Parties. The Parties acknowledge and agree that at the conclusion of good faith negotiations of the Implementation Agreements, the approval of TCE's, OPA's and OPG's respective boards of directors (in such boards' sole discretion) will be required for execution and delivery of such agreements.
- 4.4 Except as otherwise expressly provided in this MOU, each Party will be responsible for its own costs and expenses incurred in connection with the negotiation, execution and performance of this MOU and the Implementation Agreements.
- 4.5 This MOU may only be amended, supplemented or otherwise modified by written agreement executed by the Parties.
- 4.6 No waiver of any of the provisions of this MOU will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the Party to be bound by the waiver. A Party's failure or delay in exercising any right under this MOU will not

operate as a waiver of that right. A single or partial exercise of any right will not preclude a Party from any other or further exercise of that right or the exercise of any other right it may have.

- 4.7 This MOU will enure to the benefit of and be binding upon the Parties and their respective permitted successors and permitted assigns. No Party may assign its rights or obligations hereunder without the consent of the other Parties.
- 4.8 If any provision of this MOU is determined to be illegal, invalid or unenforceable by an arbitrator or any court of competent jurisdiction from which no appeal exists or is taken, that provision will be severed from this MOU and the remaining provisions will remain in full force and effect. The Parties shall engage in good faith negotiations to replace such provision with a valid, enforceable, and applicable provision, the effect of which substantially reflects that of the illegal, invalid or unenforceable provision it replaces.
- 4.9 In this MOU, words importing the singular number only will include the plural and vice versa; words importing the masculine gender will include the feminine and neuter genders and vice versa; the terms "this MOU", "hereof", "hereunder" and similar expressions refer to this MOU and not to any particular section or other portion hereof and include any agreement supplemental hereto; "including" or "includes" will be without limitation; "Section", "Article" or "Schedule" followed by a number or a letter refers to the correspondingly numbered or lettered section or article hereof or schedule attached hereto; "person" will be interpreted broadly and includes an individual, partnership, association, trust, body corporate or other entity.
- 4.10 This MOU will be governed by, interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.
- 4.11 This MOU may be executed in any number of counterparts (including counterparts by electronic mail) and all such counterparts taken together will be deemed to constitute one and the same instrument.

[signature page follows]

IN WITNESS WHEREOF, the Parties have executed this MOU.

TRANSCANADA ENERGY LTD.

By: _____

Name:
Title:

By: _____

Name:
Title:

ONTARIO POWER GENERATION INC.

By: _____

Name:
Title:

By: _____

Name:
Title:

ONTARIO POWER AUTHORITY

By: _____

Name:
Title:

By: _____

Name:
Title:

SCHEDULE A
IMPLEMENTATION AGREEMENTS

1. TCE will enter into a purchase agreement with OPG pursuant to which TCE will purchase and OPG will sell to TCE or its nominee the lands comprising the Site upon which TCE intends to develop, construct and operate the Alternative Project. The purchase agreement will include the following terms, together with such additional terms and conditions reasonably agreed to by TCE and OPG:
 - (a) OPG will retain liability for and indemnify TCE against any pre-existing environmental liabilities on the Site as of the date of the transfer of the Site to TCE and any environmental liabilities originating from adjacent OPG-owned or controlled lands. TCE will be responsible for subsequent environmental liabilities originating from the Site following the date of the transfer of the Site to TCE;
 - (b) Except as set out in Section 2.6, OPG will be responsible to pay all verifiable costs in respect of any environmental tests, investigations, remediation or treatment measures that is required in respect of construction of the Alternative Project on the Site by law (the "Remediation Costs");
 - (c) OPG will deliver the Site free and clear of (i) any existing structures or buildings and will be responsible for any cost of such site clearance; and (ii) any encumbrances other than permitted encumbrances which are to be agreed upon by TCE and OPG, acting reasonably;
 - (d) Customary representations and warranties for an "as is, where is" transaction; and
 - (e) The purchase agreement will be subject to the condition that it shall be effective only if the subdivision provisions of the Planning Act (Ontario) are complied with. OPG shall authorize TCE to obtain any necessary severance approvals under the Planning Act (Ontario).
2. TCE and OPG will enter into an easement or other agreements pursuant to which OPG will grant in perpetuity, at no cost to TCE, such easements on, over or under the Lennox GS Lands as may reasonably be required for the construction, operation, and maintenance of the Alternative Project, including for the purposes of access to gas, electrical supply, municipal water, municipal sanitary sewer systems, lake water and lake water discharge and other interconnections, and for the purpose of vehicular and pedestrian traffic (including for greater certainty, temporary easements for construction parking) (collectively, the "Easements"); provided in each case that such Easements do not materially interfere with the existing operations of OPG on the Lennox GS Lands. OPG will also grant access, without charge, to any port facilities located at any of OPG's sites, the location of which port facilities will be mutually agreed upon by OPG and TCE.
3. TCE and OPG will enter into a shared site agreement (the "Shared Site Agreement") pursuant to which each will take all steps necessary to diligently cooperate in a manner such that the activities of TCE on the Site and the Easements on the one hand, and the activities of OPG on the Lennox GS Lands on the other hand, will not materially interfere with or impede the activities of the other, to coordinate its respective activities on the Lennox GS Lands and to provide reasonable assistance as the other may request. The Shared Site Agreement will include the following terms, together with such additional terms and conditions reasonably agreed to by TCE and OPG:
 - (a) TCE, in consultation with the OPA and OPG, will determine the scope of work for any one-time capital upgrades, improvements, interconnections, or installations required in

connection with the facilitation of the arrangements contemplated by the Shared Site Agreement (the "Capital Costs"), including items (c) to (j) below; provided, for greater certainty, that any capital cost upgrades addressed in Section 2(g) and 2(h) of Schedule A of the Alternative Project MOU will not constitute Capital Costs hereunder. The specific work for the Capital Costs will be competitively procured by OPG or TCE as the case may be. OPG will be responsible for the payment of any Capital Costs subject to reimbursement as contemplated by this MOU;

- (b) TCE and OPG will agree on a fair and proportionate cost sharing of the maintenance and repair costs of any joint utilities and existing infrastructure being jointly operated in respect of items (c) to (j) below;
- (c) OPG shall supply lake water to TCE, at OPG's verifiable incremental cost, as required by TCE to operate the Alternative Project, including once through cooling if such a facility is feasible and for which a permit may be obtained. TCE shall obtain all permits, approvals and consents that may be required to take water from OPG and OPG shall obtain all permits, approvals and consents that may be required to provide water to TCE;
- (d) OPG shall permit TCE to utilize OPG's lake water discharge system for discharge of the lake water from the Alternative Project including once through cooling water. TCE shall obtain all permits, approvals and consents that may be required to discharge water into the OPG system. OPG shall obtain all permits, approvals and consents that may be required to accept discharge water from TCE;
- (e) If it is not possible to obtain a permit for the provision and discharge of lake water through the existing OPG lake water system, OPG shall grant TCE the right to construct and operate its own pumping and discharge facilities to the extent such facilities can be permitted;
- (f) At TCE's option and to the extent feasible, OPG shall provide potable water from and allow connection to its sanitary sewer system at the verifiable incremental cost to OPG of such services;
- (g) At TCE's option and to the extent feasible, OPG shall provide de-mineralized water from its existing water treatment plant at the verifiable incremental cost to OPG of such services and receive process waste water from TCE;
- (h) OPG shall provide TCE access to the existing OPG storm water management system and OPG will accept storm water from the Alternative Project to the extent technically feasible and for which a permit may be obtained. TCE shall obtain all permits, approvals and consents that may be required to utilize the storm water management system and OPG shall obtain all permits, approvals and consents that may be required to permit TCE to utilize the storm water management system;
- (i) OPG shall grant TCE access to all OPG roads and rail sidings for the purpose of construction and operation and maintenance of the Alternative Project;
- (j) At TCE's option, OPG shall provide access to its fire and emergency services on a verifiable incremental cost basis;
- (k) It will be a condition of the Shared Site Agreement that OPG and TCE will provide notice of and share information with respect to any proposed material expansion to the name plate

capacity of their respective electricity generation facilities or to construct additional electricity generation facilities on the Lennox GS Lands. TCE and OPG shall discuss jointly undertaking any such expansion or construction. Notwithstanding the foregoing, TCE will not materially expand the name plate capacity of the Alternative Project or undertake to construct additional electricity generation facilities on the Site without the prior written approval of OPG.

- (1) For greater certainty, the capital cost for the gas interconnect is not within the scope of the Shared Site Agreement.
4. In consideration of the transactions contemplated by the Implementation Agreements, TCE agrees to pay OPG \$25 million (the "Consideration") which consideration will be on account of:
 - (a) a purchase price in respect of the Site in an amount that will be determined in accordance with a scope of work acceptable to OPA, OPG, and the Province, which work will be performed by an independent appraiser selected by the OPA, OPG, and the Province and which determination will be final and binding upon the Parties (the "Purchase Price");
 - (b) compensation in respect of all Remediation Costs other than those paid by TCE pursuant to Section 2.6; and
 - (c) subject to Section 5 of Schedule A, all or a portion of the Capital Costs.
5. To the extent that the Capital Costs, together with the Purchase Price and Remediation Costs, exceeds \$25 million, TCE will reimburse OPG the amount if any, by which the total Capital Costs and Purchase Price exceeds \$25 million.
6. All such Remediation Costs and Capital Costs will be verified by an independent engineer selected by the OPA.
7. For greater certainty, the Parties agree that any payments or reimbursements hereunder and pursuant to the Alternative Project MOU are not intended to permit double recovery.

EXHIBIT 1
SITE 1 LANDS

(Approximately 89 acres)

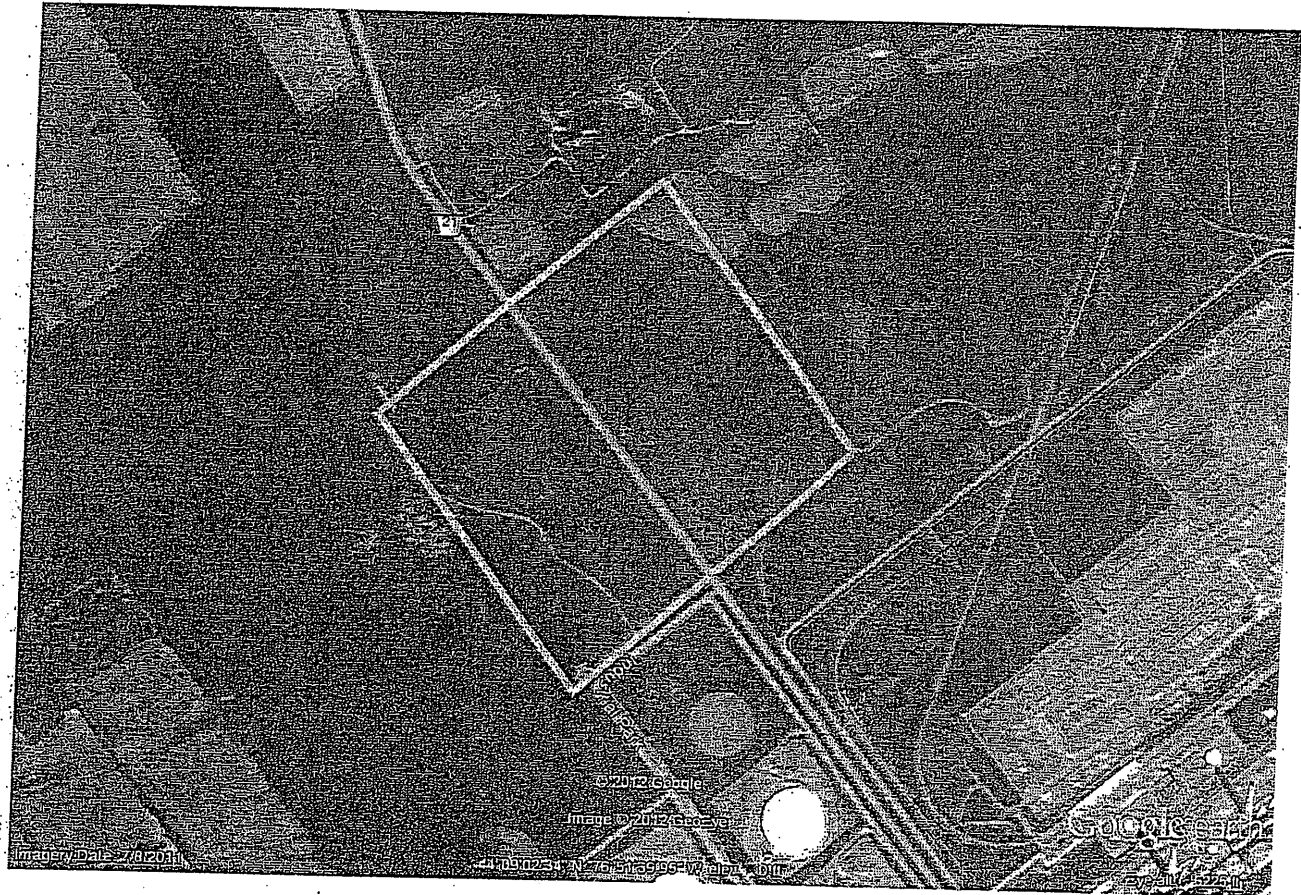
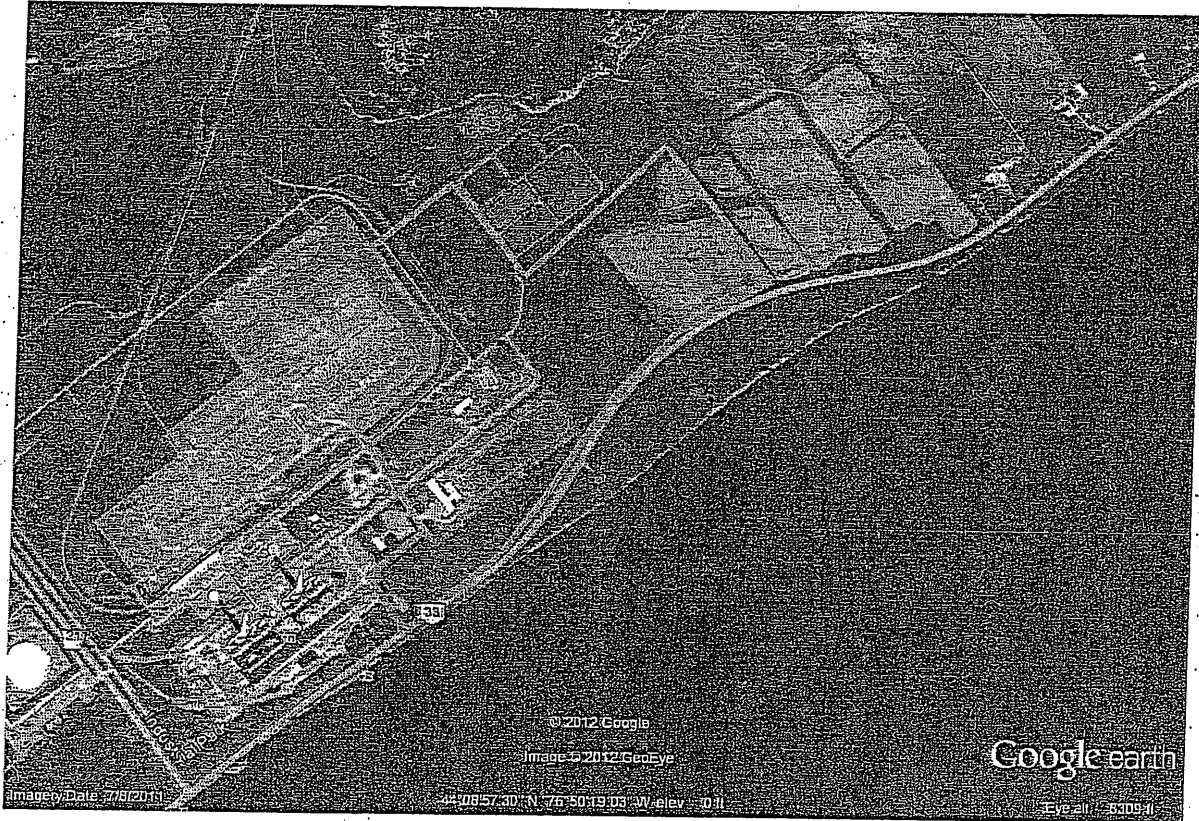


EXHIBIT 2
SITE 2 LANDS

(Approximately 122 acres)



MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this "MOU") is made as of September 24, 2012.

BETWEEN:

TRANSCANADA ENERGY LTD., a corporation incorporated under the laws of Canada, ("TCE"),

- and -

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO, as represented by the Minister of Energy, (the "Province"),

- and -

ONTARIO POWER AUTHORITY, a corporation without share capital existing under the *Electricity Act, 1998* (Ontario), (the "OPA"),

(each a "Party" and together the "Parties").

WHEREAS the OPA and TCE executed the Southwest GTA Clean Energy Supply (CES) Contract (the "Original Contract") dated October 9, 2009 for a combined cycle, gas-fired power generation facility to be built and operated by TCE in Oakville, Ontario (the "OGS Facility");

AND WHEREAS TCE entered into contracts and expended funds to develop the OGS Facility;

AND WHEREAS by letter dated October 7, 2010, the OPA advised TCE that it would not proceed with the Original Contract, directed TCE to cease all further work and activities in connection with the OGS Facility and acknowledged that TCE was entitled to its reasonable damages, including the anticipated financial value of the Original Contract;

AND WHEREAS the Province, the OPA and TCE agreed to resolve by way of binding arbitration the quantum of such damages and for that purpose entered into an Arbitration Agreement dated August 5, 2011 (as amended and restated on February 10, 2012, and as may be further amended from time to time, the "Arbitration Agreement") and commenced the arbitration in accordance with the terms of the Arbitration Agreement (the "Arbitration");

AND WHEREAS the Province, the OPA and TCE have engaged, at various times, in discussions with respect to the resolution of the damages claimed by TCE in the Arbitration and the possibility of TCE and Ontario Power Generation ("OPG") formally entering into an agreement to construct and operate in Ontario an alternative project on a commercial basis;

AND WHEREAS the Parties have identified certain of the Lennox Generating Station lands as a suitable location for such an alternative project (the "Site");

AND WHEREAS such alternative project would consist of an approximately 900 megawatt combined cycle, natural gas-fired power generation facility located on the Site and using equipment purchased for the OGS Facility (the "Alternative Project");

AND WHEREAS the Parties wish to investigate the feasibility of the Alternative Project and, if determined to be feasible, to negotiate and execute the agreements required to implement the Alternative Project, and for that purpose have delayed the Arbitration;

AND WHEREAS the Province, Ontario Infrastructure and Lands Corporation, the OPA, and TCE entered into a letter agreement dated September 12, 2012 regarding the possible resolution of the Arbitration and setting forth the confidentiality obligations among such parties (as may be amended from time to time, the "Letter Agreement");

AND WHEREAS the Parties have agreed to enter into this MOU to set out the process for investigating and implementing the Alternative Project and, if determined to be feasible and subject to the entering into of certain definitive agreements, further suspending the Arbitration;

NOW THEREFORE, in consideration of the agreements, premises and mutual covenants contained herein and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties agree as follows:

ARTICLE 1 TERM

- 1.1 Unless extended by mutual agreement of the Parties, and subject to earlier termination as set forth in Section 1.2, the term of this MOU (the "Term") shall be from the date set out above until the earlier of: (i) 5:00 p.m. (Toronto time) on December 14, 2012, and (ii) the execution and delivery of the Definitive Agreements (as defined below) by the applicable parties thereto.
- 1.2 This MOU may be terminated at any time by mutual agreement of the Parties and will automatically terminate concurrently with the termination of the OPG MOU (as defined herein).
- 1.3 Notwithstanding the termination of this MOU by the passage of time or as otherwise provided herein, the provisions of Articles 4 and 5 shall survive if the Definitive Agreements are not executed and delivered by the Parties.

ARTICLE 2 ALTERNATIVE PROJECT

- 2.1 TCE will work diligently to determine the feasibility of developing, constructing and operating the Alternative Project at the Site. In connection therewith, the Parties acknowledge that:
 - (a) the OPA, TCE and OPG have entered into, contemporaneously with the execution and delivery of this MOU, a memorandum of understanding (the "OPG MOU"); and
 - (b) in order for TCE to perform its obligations under this Section 2.1, TCE will rely upon OPG to provide to TCE reasonable access to the Site and such information that is in OPG's possession or control relating to the Site and to the feasibility of developing, constructing and operating the Alternative Project thereon as TCE may reasonably request.
- 2.2 Subject to TCE, acting reasonably, determining that the Alternative Project is feasible:

- (a) in accordance with the provisions of the OPG MOU, TCE will, subject to Section 2.3, use commercially reasonable efforts to enter into, on or before December 14, 2012, one or more agreements (the "OPG Agreements") related to the Alternative Project on terms and conditions satisfactory to TCE;
- (b) the OPA and TCE will negotiate in good faith and, subject to Section 2.3, use commercially reasonable efforts to enter into, on or before December 14, 2012 a Clean Energy Supply Contract (CES) Contract or an amended and restated Original Contract (the "New CES Contract") for the Alternative Project in accordance with the terms set out in Schedule A; and
- (c) the OPA, TCE and the Province will negotiate in good faith and, subject to Section 2.3, use commercially reasonable efforts to enter into, on or before December 14, 2012, an agreement (the "Reimbursement Agreement") providing for the reimbursement of certain costs to TCE in accordance with the terms set out in Schedule B.

(The OPG Agreements, the New CES Contract and the Reimbursement Agreement are referred to collectively herein as the "Definitive Agreements".)

- 2.3 If the Parties reach agreement to execute and deliver the Definitive Agreements to which they are party, and OPG agrees to execute and deliver the OPG Agreements, in each case as provided in Section 2.2, the Definitive Agreements will be executed and delivered by the Parties party thereto contemporaneously on December 14, 2012 or such earlier date agreed to by the Parties provided that the OPG Agreements are contemporaneously executed and delivered by OPG.
- 2.4 If the Definitive Agreements are executed and delivered in accordance with the provisions of Section 2.2 and Section 2.3, (i) the New CES Contract will provide that the OPA will support the development and construction of the Alternative Project, which support will include assistance to TCE in connection with obtaining necessary permits, consents and approvals for the Alternative Project in a timely manner; (ii) the Reimbursement Agreement will provide that the Province will agree not to take any steps or actions that could reasonably be expected to interfere with TCE's efforts to perform its obligations under the New CES Contract; and (iii) the New CES Contract will provide that the OPA will assist where reasonably able with the prioritization of the Alternative Project in respect of its receipt of necessary permits, consents and approvals. For purposes of this provision "interfere" will not mean the general application of new or existing laws.

ARTICLE 3 SUSPENSION OF ARBITRATION

- 3.1 The Province, TCE and the OPA agree that the Arbitration is suspended for the Term; provided, however, if this MOU is terminated pursuant to Section 1.2 the Arbitration will resume forthwith. Within two days of the execution hereof, TCE, the OPA and the Province will enter into a new letter agreement modifying the milestone dates for the Arbitration based upon a restart date of January 7, 2013.
- 3.2 If the Definitive Agreements are executed and delivered in accordance with Sections 2.2 and 2.3, then contemporaneously with the delivery of the Definitive Agreements, the Province, TCE and the OPA will amend the Arbitration Agreement in accordance with the terms set out in Schedule B.

ARTICLE 4
CONFIDENTIALITY AND ANNOUNCEMENTS

- 4.1 The Parties acknowledge that this MOU and the negotiations and documents exchanged hereunder are confidential and are subject to the provisions of the Letter Agreement.
- 4.2 Any press release, public statement, announcement or other public disclosure (a "Public Statement") with respect to this MOU, the Definitive Agreements or the transactions contemplated in this MOU may be made by any Party (other than the Province) only with the prior written consent and joint approval of the other Parties except as may be required by any applicable law, order, regulation or ruling. Where a Public Statement is required by any applicable law, order, regulation or ruling, the Party (other than the Province) required to make the Public Statement will use commercially reasonable effort to obtain the approval of the other Parties hereto as to the form, nature and extent of the disclosure.
- 4.3 Notwithstanding anything to the contrary in the Letter Agreement or this MOU, the Province may, without consultation with the other Parties, make a Public Statement with respect to this MOU, the Definitive Agreements or the transactions contemplated in this MOU or publicly disclose this MOU.

ARTICLE 5
MISCELLANEOUS

- 5.1 Any notice, direction or other communication (each a "Notice") given regarding the matters contemplated by this MOU must be in writing, sent by personal delivery, courier or facsimile, along with a copy by electronic mail, and addressed:

- (a) to the Province at:

Ministry of Energy
800 Bay Street
6th Floor
Toronto, ON M7A 2C1

Attention: Rick Jennings, Assistant Deputy Minister, Electricity, Supply,
Transmission and Policy Division

Telephone: (416) 314-6190
e-mail: rick.jennings@ontario.ca

- (b) to TCE at:

Royal Bank Plaza
200 Bay Street
24th Floor, South Tower
Toronto, ON M5J 2J1

Attention: Terry Bennett, Vice-President, Power Generation Development

Telephone: 416-869-2133
Facsimile: 416-869-2056
e-mail: terry_bennett@transcanada.com

(c) to OPA at:

Ontario Power Authority
120 Adelaide Street West, Suite 1600
Toronto, ON M5H 1T1

Attention: Michael Lyle, General Counsel

Telephone: (416) 969-6035
Facsimile: (416) 967-1947
e-mail: michael.lyle@powerauthority.on.ca

A Notice is deemed to be delivered and received (i) if sent by personal delivery, on the date of delivery if it is a Business Day and the delivery was made prior to 4:00 p.m. (Toronto time) and otherwise on the next Business Day, (ii) if sent by same-day courier service, on the date of delivery if sent on a Business Day and delivery was made prior to 4:00 p.m. (Toronto time) and otherwise on the next Business Day, (iii) if sent by overnight courier, on the next Business Day, or (iv) if sent by facsimile, on the Business Day following the date of confirmation of transmission by the originating facsimile. A Party may change its address for service from time to time by providing a Notice in accordance with the foregoing. Any subsequent Notice must be sent to the Party at its changed address. Any element of a Party's address that is not specifically changed in a Notice will be assumed not to be changed. The failure to send a copy of a Notice by electronic mail does not invalidate delivery of that Notice to a Party. For the purposes of this Section, "**Business Day**" means any day of the year other than a Saturday, Sunday or any day on which major banks are closed for business in Toronto, Ontario.

- 5.2 Time is of the essence in this MOU.
- 5.3 The Parties intend that this MOU will not benefit or create any right or cause of action in favour of any person or entity, other than the Parties. The Parties acknowledge and agree that at the conclusion of good faith negotiations of the Definitive Agreements, the approval of TCE's and the OPA's respective boards of directors (in such boards' sole discretion) will be required for execution and delivery of such agreements.
- 5.4 Except as otherwise expressly provided in this MOU, each Party will be responsible for its own costs and expenses incurred in connection with the negotiation, execution and performance of this MOU and the Definitive Agreements.
- 5.5 This MOU may only be amended, supplemented or otherwise modified by written agreement executed by the Parties.
- 5.6 No waiver of any of the provisions of this MOU will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the Party to be bound by the waiver. A Party's failure or delay in exercising any right under this MOU will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a Party from any other or further exercise of that right or the exercise of any other right it may have.

- 5.7 This MOU will enure to the benefit of and be binding upon the Parties and their respective permitted successors and permitted assigns. No Party may assign its rights or obligations hereunder without the consent of the other Parties.
- 5.8 If any provision of this MOU is determined to be illegal, invalid or unenforceable by an arbitrator or any court of competent jurisdiction from which no appeal exists or is taken, that provision will be severed from this MOU and the remaining provisions will remain in full force and effect. The Parties shall engage in good faith negotiations to replace such provision with a valid, enforceable, and applicable provision, the effect of which substantially reflects that of the illegal, invalid or unenforceable provision it replaces.
- 5.9 In this MOU, words importing the singular number only will include the plural and vice versa; words importing the masculine gender will include the feminine and neuter genders and vice versa; the terms "this MOU", "hereof", "hereunder" and similar expressions refer to this MOU and not to any particular section or other portion hereof and include any agreement supplemental hereto; "including" or "includes" will be without limitation; "Section", "Article" or "Schedule" followed by a number or a letter refers to the correspondingly numbered or lettered section or article hereof or schedule attached hereto; "person" will be interpreted broadly and includes an individual, partnership, association, trust, body corporate or other entity.
- 5.10 This MOU will be governed by, interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.
- 5.11 This MOU may be executed in any number of counterparts (including counterparts by electronic mail) and all such counterparts taken together will be deemed to constitute one and the same instrument.

[signature page follows]

IN WITNESS WHEREOF, the Parties have executed this MOU.

TRANSCANADA ENERGY LTD.

By: _____

Name:
Title:

By: _____

Name:
Title:

**HER MAJESTY THE QUEEN IN RIGHT OF
ONTARIO as represented by THE MINISTER
OF ENERGY**

By: _____

Name:
Title:

ONTARIO POWER AUTHORITY

By: _____

Name:
Title:

**SCHEDULE A
OPA AGREEMENT**

1. The New CES Contract will be in the form contemplated by this Schedule A.
2. The New CES Contract will be on the same terms as the Original Contract, with only such modifications thereto as are necessary to reflect:
 - (a) changes in Exhibit A – Project Description to reflect the different project name, Site, and characteristics of the Alternative Project;
 - (b) changes in Exhibit B – Contract Capacity, Net Revenue Requirement, and Other Stated Variables to reflect the following Contract Heat Rates resulting from the use of fast start gas turbines:

Season 1	7.355 MMBTU/MWh (HHV),
Season 2	7.384 MMBTU/MWh (HHV),
Season 3	7.443 MMBTU/MWh (HHV), and
Season 4	7.397 MMBTU/MWh (HHV);
 - (c) changes in Exhibit F to reflect new and appropriate agreed Milestone Dates (as defined in the Original Contract) for the Alternative Project;
 - (d) changes to Section 8.1 to permit the Province to make certain disclosures relating to the details of the New CES Contract and the Alternative Project;
 - (e) changes to Section 2.2 to reflect the provisions of Section 2.4 of the MOU;
 - (f) the addition of a new Exhibit X – Gas Delivery and Management Services which shall be based on Exhibit S of GTA West Trafalgar Clean Energy Supply (CES) Contract dated as of November 14, 2006 between TCE and the OPA with necessary amendments to provide for the full reimbursement (on a flow-through basis and without an adjustment to the Net Revenue Requirement) by the OPA of Gas Delivery and Management Services costs required for the operation of the Alternative Project during the term in accordance with the terms of the New CES Contract;
 - (g) the addition of a mechanism to compensate the Supplier for capital cost contributions relating to any gas pipeline capacity upgrades or gas connection costs required for the operation of the Alternative Project. TCE will take reasonable steps to minimize such costs;
 - (h) the addition of a mechanism to compensate TCE for all costs related to the connection of the Alternative Project to the point of interconnection on Hydro One's 500 kV transmission system from the high side of the Alternative Project's step-up transformers. TCE will take reasonable steps to minimize such costs;

- (i) the addition of a mechanism to compensate TCE for all amounts, if any, that TCE pays OPG in respect of the aggregate of Capital Costs and Purchase Price (as such terms are defined in the OPG MOU) in excess of \$25,000,000; and
 - (j) termination of the New CES Contract in the circumstances contemplated in Schedule B.
3. The "Net Revenue Requirement" for the New CES Contract will be \$15,200/MW-month which shall be adjusted in accordance with the terms of the New CES Contract from and after the Commercial Operation Date.

**SCHEDULE B
REIMBURSEMENT AGREEMENT**

1. The Reimbursement Agreement will be between TCE, the OPA and the Province.
2. Within ten (10) Business Days following the execution of the Reimbursement Agreement and in accordance with the terms thereof, the following payments shall be made to TCE by the OPA:
 - (a) \$210,000,000 in respect of TCE's costs relating to the acquisition of gas turbines for the OGS Facility and all contracts related thereto, including transportation, carrying, storage, foreign currency hedging, procurement, design and engineering costs and the initial spare parts; and
 - (b) \$40,000,000 in respect of TCE's costs relating to the OGS Facility (other than those included in the foregoing clause (a) and costs relating to work product that TCE can re-use for the Alternative Project), costs relating to TCE's mitigation efforts in respect of the cancellation of the OGS Facility, and carrying costs of the foregoing;

in each of the foregoing cases only to the extent that TCE provides the following documentation to verify such costs:

- (c) an opinion from an independent auditor confirming that such costs have been paid or committed to be paid by TCE in respect of costs contemplated by Sections 2(a) or 2(b) of this Schedule B; and
- (d) an officer's certificate from TCE confirming that such costs have been incurred in respect of costs contemplated by Sections 2(a) or 2(b) of this Schedule B and in accordance with TCE's cost accounting procedures.

The Reimbursement Agreement shall provide that in consideration of such payments, the OPA and the Province shall be released from any and all claims, damages and costs incurred by TCE arising from the cancellation of the OGS Facility other than those claims and damages addressed in Section 4 of this Schedule B.

3. The Reimbursement Agreement will provide that it shall be an **"Infeasibility Determination Event"** if:
 - (a) the Province cancels, or requires the OPA to cancel, the Alternative Project, the Province expropriates the Alternative Project, the New CES Contract, or any property related thereto, the loss of which property would result in TCE's inability to perform its material obligations under the New CES Contract, or the OPA terminates, disclaims or repudiates the New CES Contract other than as a result of Supplier Event of Default (as defined in the New CES Contract); or
 - (b) as a result of the occurrence of an event of Force Majeure (as defined in the Original Contract) set out in Section 11.3(h) of the Original Contract, the Alternative Project has not received all material permits, consents and approvals necessary for the construction and operation of the Alternative Project by the original Milestone Date for obtaining all pre-construction approvals and permits set out in Exhibit F of the New CES Contract; or

- (c) as a result of the occurrence of an event of Force Majeure, the Alternative Project is unable to achieve Commercial Operation on or before the date which is 365 days after the original Milestone Date for attaining Commercial Operation set out in Exhibit F of the New CES Contract.

For greater certainty, the provisions of Article 11 of the Original Contract shall be incorporated into the terms of the Reimbursement Agreement as they relate to the foregoing Sections 3(b) and 3(c) of this Schedule B.

- 4. The occurrence of an Infeasibility Determination Event will be declared by written notice of TCE to the OPA and the Province and:
 - (a) if the Infeasibility Determination Event has occurred pursuant to Section 3(a) or 3(b) of this Schedule B, the Province will within 30 days of the determination that such Infeasibility Determination Event has occurred pay to TCE \$50,000,000 as a payment in respect of the Arbitration;
 - (b) TCE will take reasonable action to wind-down construction in accordance with the terms of its contracts and, in a reasonable fashion, fully demobilize and safely secure the Site, and use commercially reasonable efforts to mitigate costs and expenses incurred following the provision by TCE of such notice;
 - (c) the Arbitration will recommence in accordance with the terms of the Arbitration Agreement and the Parties will amend the Arbitration Agreement to provide that the amounts which have been paid pursuant to Section 2 and 4(e) of this Schedule B have been received in full satisfaction of the amounts referred to in subsection 4.3(c)(ii)(B) of the Arbitration Agreement;
 - (d) TCE shall be paid the positive difference, if any, between: (i) the amounts determined by the Arbitrator as owing under the provisions of the Arbitration Agreement; and (ii) the amount received by TCE pursuant to Section 4(a) of this Schedule B;
 - (e) the OPA shall pay to TCE the positive difference, if any, between (i) the aggregate amount of costs confirmed by the opinion of an independent auditor to have been paid by TCE in respect of costs contemplated by Sections 2(a) and (b) of this Schedule B and (ii) the amount paid by the OPA to TCE in accordance with the provisions of Sections 2(a) and (b) of this Schedule B; or TCE shall pay to the OPA the positive difference, if any, between (i) the amount paid by the OPA to TCE in accordance with the provisions of Sections 2(a) and (b) of this Schedule B, and (ii) the aggregate amount of costs confirmed by the opinion of an independent auditor to have been paid by TCE in respect of costs contemplated by Sections 2(a) and (b) of this Schedule B;
 - (f) if the Infeasibility Determination Event has occurred pursuant to Section 3(a) of this Schedule B, the OPA, or such other entity as directed by the OPA, will purchase from TCE, free and clear of any encumbrances or liens (including, for greater certainty, any obligations of TCE to make any further payments to MPS under the terms of the MPS turbine supply agreement), the Alternative Project, including all property, whether tangible or intangible, related thereto, including the turbines, lands, agreements, consents, permits, approvals, entitlements, designs and benefits related thereto. The "Purchase Price" will be an amount equal to all costs incurred by TCE (including the cost of the gas

turbines) relating to the development, design, engineering and construction of the Alternative Project together with interest at a rate of prime plus 2% per annum compounded monthly from the date such costs were incurred until the date of payment. For greater certainty, any costs relating to the gas turbines for which TCE was paid in accordance with the provisions of Section 2(a) of this Schedule B shall be deducted from the Purchase Price;

- (g) if the Infeasibility Determination Event has occurred pursuant to Section 3(b) or 3(c) of this Schedule B, the OPA, or such other entity as directed by the OPA, will have the option, subject to customary due diligence, to acquire from TCE at fair market value, free and clear of any encumbrances or liens (including, for greater certainty, any obligations of TCE to make any further payments to MPS under the terms of the MPS turbine supply agreement), the Alternative Project, including all property, whether tangible or intangible, related thereto, including the turbines, lands, agreements, consents, permits, approvals, entitlements, designs and benefits related thereto. For greater certainty, any costs relating to the gas turbine for which TCE was paid in accordance with the provisions of Section 2(a) of this Schedule B shall be deducted from the amount payable under this Section 3(g);
- (h) if the Infeasibility Determination Event has occurred pursuant to Section 3(b) or 3(c) of this Schedule B and the OPA has not exercised the option set forth in Section 3(g) of this Schedule B, TCE shall transfer title to the MPS turbines and assign the benefits (but not the obligations of TCE) of the MPS turbine supply agreement and the MPS long term service agreement to the OPA or such other entity as directed by the OPA, free and clear of any encumbrances or liens (including, for greater certainty, any obligations of TCE to make any further payments to MPS under the terms of the MPS turbine supply agreement); and
- (i) upon such payments, the New CES Contract will be terminated without further cost and without penalty and TCE, the Province and the OPA shall release each other from all claims, damages and costs arising in connection with the Original Contract and the New CES Contract.

Some feedback the Government received

1. "I enclose one hundred and thirty-three petitions signed by Oakville residents opposed to the proposal; I have also received innumerable phone calls and emails from those who share these concerns. I have lived in Oakville for 27 years, four of those as MPP for Halton Centre, and have never seen an issue which has been of such concern to Oakville residents" – **Terence Young, Conservative MP for Oakville, Letter to the Premier, October 15, 2009**
2. "Your government must find a more appropriate site for a power plant to meet the future electricity needs of Southwest GTA" – **Mayor Rob Burton, Letter to the Premier, February 9th, 2010**
3. "A proposed plan to build a 940 MW fossil fuel fired electrical generation plant steps from schools, homes, and parks, in the Clarkson airshed makes no sense" – **Mayor McCallion, Mayor Burton, Mayor Trainer, Letter to the Minister of Energy, May 10, 2010**
4. "We think there is an opportunity here for you to make a choice that's right for all Ontarians. It has our full support. We hope it has yours" - **Mayor McCallion, Mayor Burton, Mayor Trainer, Letter to the Minister of Energy, May 10, 2010**
5. "You were duly elected to listen to your constituents and as the Minister of Energy and Infrastructure, these Ontarians at the doorsteps of Queen's Park are also your constituents" – **Mike Schreiner, Leader, Green Party of Ontario, March 2, 2010**
6. "The regional Municipality of Halton calls upon the Minister of Energy and Infrastructure to terminate the procurement process to site any electrical generation capacity in the Clarkson air shed area that would adversely affect ambient air quality in the Oakville and surrounding area" – **July 15, 2009, Letter to Minister of Energy and Infrastructure, Gary Carr, Regional Chair of Halton**
7. "the regional municipality of Peel calls upon the Minister of Energy and Infrastructure to terminate the procurement process to site any electrical generation capacity in the Clarkson air shed area that would adversely affect air quality in the Clarkson area" – **Emil Kolb, Chair of the Region of Peel, August 6 2009**
8. "Further to my October 15th letter wherein I enclosed one hundred and thirty three petitions opposing the planned gas-fired power plant in Oakville, I now enclose 35 additional petitions signed by concerned Oakville residents..." – **November 9th 2009, Terence Young, Conservative MP Oakville, Letter to the Premier**
9. "We cannot support the location chosen for the proposed Natural gas Power Plant in Oakville. The OAA requests the provincial Government relocate the proposed plant in Oakville" – **Ontario Association of Architects, Letter to the Minister of Energy, September 22, 2010**
10. "Mayor Hazel McCallion was a vocal opponent of the plan from the outset" – **Oakville Beaver, Oct 2, 2009**

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11. "Earlier this year, the citizens organized a rally, during which they presented some 17,000 signed petitions to Mayor Hazel McCallion" – **October 14 2009, Mississauga news**

Ontario PC Party feedback

Pre-Announcement

1. A large number of petitions to cancel the Oakville Generating Station put forward by MPP Ted Chudleigh.
2. "The people of Oakville have told you they don't want the proposed gas-fired power plant...and I agree with them." (MPP Ted Chudleigh, Hansard, June 1, 2010)
3. "the potential for future alternate generation at Nanticoke to replace that slated for the proposed and disputed Clarkson plant should receive ample consideration" – **MPP Toby Barrett, Letter to Min. Duguid, June 21, 2010**
4. "Minister, will you move the Oakville power plant? ...I am asking the Minister to consider moving this plant." (MPP Ted Chudleigh, Press Release, September 14, 2010)

Post Announcement

5. "We've opposed these projects in Oakville and Mississauga" - **MPP Tim Hudak, September 25, 2011, Globe and Mail**
6. "I was pleased when it was cancelled" – **MPP Ted Chudleigh, Hansard, October 19, 2010.**

Provincial New Democratic Party feedback -

Pre-Announcement

1. "Gas plants should only be a last resort and should be built away from densely populated areas" **Ontario NDP Leader Andrea Horwath. March 3rd, 2010, Globe and Mail.**

Post- Announcement

2. "I don't agree with Oakville power plant. I don't think it is necessary" – **MPP Peter Tabuns, Inside Halton, October 7th, 2010**
3. "New Democrats actually have thought for a long time that that plant should never have been built and we've said so" – **Andrea Horwath, Hansard, October 18, 2010**
4. "I'm glad that the people of Oakville came to their senses. I'm glad the people of Oakville hired Erin Brockovich and did all the things that they did in order to have this killed" – **MPP Michael Prue, December 2, 2010, Hansard**

Some feedback after the cancellation

12. "Congratulation on the government's announcement today to reverse your decision with respect to the power plant planned for Oakville...Your decision not to build this plant is therefore welcomed by Etobicoke-Lakeshore" – **Toronto City Councillor, Ward 6, Mark Grimes, Letter to Min. Duguid, October 12, 2010.**
13. "Over the past year we appreciated the willingness of you and your political and departmental staff to listen to our concerns. We particularly appreciated the tireless work and courage of your caucus colleague Kevin Flynn. His willingness to express our concerns to you and your Cabinet colleagues provides a good example of how government can and should work" – **Frank Clegg, Chairman, Citizens for Clean Air, October 18th, 2010, Letter to Min Duguid**
14. "On behalf of Citizens for Clean Air, thank-you for cancelling the proposed gas fired power plant in the hearth of the Oakville community" – **Frank Clegg, Chairman, C4CA, October 18, 2010**
15. "I think it's fantastic, it's incredible" – **Doug MacKenzie, former C4CA President, Inside Halton – October 7, 2010**
16. "We're just thankful the province listened" **Frank Clegg, C4CA President, October 7, 2010, Inside Halton**
17. "I think everyone on council is as exhilarated as I am" – **Mayor Rob Burton, Inside Halton, October 7, 2010**
18. "They worked tirelessly to fight this power plant. It's the most significant citizen movement in our history" – **Councillor Ward 5, Jeff Knoll, Inside Halton, October 7, 2010**
19. "Ratepayers and politicians, municipal and provincial, from Mississauga and Oakville linked arms and we held" - **Dorothy Tomiuk , Spokesperson for Mississauga Residents Association Network, Mississauga News**
20. "It was sad that it took so long for the government to listen to the people of Oakville...it was nice to see that decision overturned" - **MPP Chudleigh, October 7, 2010, Toronto Sun**
21. "I'm so happy. Thrilled for the citizens of Oakville" – **Debbie Schaefer, Concerned Citizens of King Township Board member, Aurora Banner**

Gas Plant

- All agree we need reliable, affordable power for our homes, for business, and to create jobs
- This particular facility: 280 MW plant, enough to power 100,000 homes
- Project generated controversy and concern
- We listened, made a commitment to Mississauga and Peel families
- Promised families we would halt construction, relocate the facility
- We are honouring that commitment
- OPA reached agreement with Greenfield South to stop construction
- Greenfield working with the OPA to relocate the plant
- Asked Ontario Power Authority to develop guidelines for when and how future facilities can be built

Oakville Gas Plant

- We will continue to work closely with the MPP for Oakville- has done an effective job of ensuring the community's voice is heard
- We take concerns seriously and we'll continue to listen to the residents of Oakville
- Will look at all options as we review the advice of our energy partners
- **Updating our Long-Term Energy Plan-** will guide future investments as we continue to build a reliable, clean and cost-effective electricity system
- Previous government chose not to invest in adequate new generation or transmission
- Lack of plan led to brownouts, artificial and costly price freezes, relying on dirty coal and scrambling to install diesel generators
- Long-Term Energy Plan will ensure Ontario continues to be a leader for clean energy jobs and meets our target

Phillips, David (GHLO)

From: Snyder, Trevor (CAB)
Sent: September-25-12 3:50 PM
To: @CAB-QPscrums
Subject: Transcript: Premier's Remarks and Avail in Oakville - With French translated
Attachments: 20120925 - Premier's Remarks and Avail in Oakville.doc

PREMIER'S REMARKS AND AVAILABILITY IN OAKVILLE

Date: September 25, 2012
Length: 14 minutes
Speaker(s): Premier Dalton McGuinty

PREMIER DALTON MCGUINITY: (Joined in progress) a group that had been strong advocates in the relocation of the gas plant which had originally been destined for this community. I want to take the opportunity to thank the Citizens for Clean Air for coming together, working hard, making a powerful and compelling representation on the part of families in this community on helping us to understand that we didn't get it right in the first instance. You will know that as part of our plan to renew the electricity system in Ontario we are renewing close to 80 per cent of it. So we have built some 10,000 megawatts of new generation, some 5000 kilometres of new transition lines. In that new generation, we've built 17 new gas plants. Two of those we did not get right — including the one here in Oakville. Just by way of a little bit of history, in 2008, the original decision was made to locate the gas plant here. In 2009, we introduced a new Green Energy Act. Under that act — under a particular standard which formed part of that act, we would not have been able to locate one single two-megawatt wind turbine here in Oakville where we had planned to put in place a 900-megawatt gas plant. So our standards had overtaken us in a very real sense. So we made a commitment to this community. We listened, we learned, we understood that we had overstepped ourselves in terms of trying to put a plant that big that was some 500 or 600 metres away from a school. There were homes in the vicinity, as well as businesses. So we made a decision to relocate. There is a cost associated with that. We take responsibility for that. Our electricity system rebuild, our long-term plan, costs about \$96 billion. We are going to try to get everything done perfectly; not a single misstep. But that is a pretty hard thing to do. So as I say, we built 17 gas plants. Two of them we did not get right. There are costs associated with their relocations. We take responsibility for that. We think it's right for us to listen to communities when they express their concerns. It's right for us to listen to those communities, develop a real understanding as to whether or not we should go ahead with those particular plants. We decided the best thing to do was to pull away from those and relocate those two plants.

Q: Premier, when you announced the Green Energy Act, you said specifically you would not allow NIMBYism to play any role in the location of these types of projects, yet that is exactly what we've seen happen here. And it has cost taxpayers \$40 million for this riding and \$190 million in the next riding over. Do you not think that these were — and you have not addressed this here — purely political decisions to save Liberal seats? That is the charge. Do you agree with that assessment?

PREMIER DALTON MCGUINITY: (Inaudible) 17 plants; refurbishing nuclear plants; expanding capacity in our hydroelectric system — Niagara Falls; building something new in northern Ontario; putting upwind turbines, solar panels. A lot of these have generated a lot of controversy. Not just these two particular gas plants. And we came to the conclusion that these two gas plants were different from the other 17. These two were not properly sited in the first instance and that our responsibility as a government was to acknowledge that and to get it right. That is why we did it.

Q: (Inaudible) political decision. You are saying it was not to save Liberal seats?

PREMIER DALTON MCGUINTY: It was all about getting it right. It was also about listening to the community, about understanding the impact this would have on the air shed, understanding the impact this would have on people living in this community, all about understanding our accountability. I mean, ultimately, if we choose to stand for anything when it comes to electricity and energy in the province of Ontario — just stop there for a second, guys? Are we back up?

UNIDENTIFIED SPEAKER: We're good. It wasn't coming from the speakers. The audio was (inaudible).

PREMIER DALTON MCGUINTY: Okay. Ultimately, if we would like to stand for anything at all when it comes to electricity in the province of Ontario and the changes that we've made and the directions that we are pursuing, it is about cleaner and greener all the time. In these particular cases, those two particular cases we were clearly not getting it right.

Q: [Speaking French] (Inaudible) taking responsibility for the money (inaudible) supplementary (inaudible) to spend. Do you regret this?

PREMIER DALTON MCGUINTY: [Speaking French] I take responsibility for having made the decisions first but these were not good decisions. So we listened to the populations of the two communities. We changed our mind. It's true that there are costs associated with us changing our mind, and I accept responsibility for that. We're talking about, keep in mind, we're talking about an investment of more than \$96-billion dollars to renew our electricity system. In an ideal world, it would be possible to move ahead with this investment without error, in a perfect manner. But we made mistakes, I recognise this, I recognise as well that there are costs associate with this.

Q: [Speaking French] Are the \$40-million dollars that you're paying to (inaudible) are worth it?

PREMIER DALTON MCGUINTY: [Speaking French] It's always important, at the end of the day, to do the right thing.

Q: Premier, was the \$230 million of taxpayers' money well spent?

PREMIER DALTON MCGUINTY: I think if you take a look again at the fact that we've sited 17 gas plants, that we're talking about a 96 or 97 billion dollar, massive investment in the renewal of the Ontario electricity system that involves shutting down coal, investing in clean, green electricity, refurbishing our nuclear plants, expanding transmission lines, and the like — in an ideal world we would get every single one of the thousand or so steps involved in the renewal of the system perfectly. But we don't live that world; we live in this one. And we made two missteps. We recognized that, we acknowledged that. We think it's important — others may see this differently — we actually think it's important to listen to communities. And I want to acknowledge the support we received from the opposition parties, both in this community and in Mississauga as well, with respect to the decisions that were taken. And so we are confident that we are doing the right thing for the right reasons.

Q: But the \$230 million —

PREMIER DALTON MCGUINTY: Are there costs associated with this? Yes, there are. Would we prefer not to have any costs associated with this? Yes, we would.

Q: Are you going to have to build new transmission lines to bring power to southwestern Ontario?

PREMIER DALTON MCGUINTY: Are you talking about the relocation of --

Q: The relocated plant near Kingston, are you going to have to build new lines to bring that power to southwest —

PREMIER DALTON MCGUINTY: What I can speak to is the cost associated with relocating this particular plant is \$40 million.

Q: You don't seem very contrite about — this is \$230 million at a time when you are always going on about balancing the budget and reducing costs. I don't see any indication from you that this is a lot of money.

PREMIER DALTON MCGUINTY: Well, I think it is a lot of money. And we do acknowledge that we did not get it right the first time. And we will learn from this experience. And we will continue to do everything we can to reach out to communities and listen to them and understand their concerns at an earlier point in time, especially when it comes to locating gas plants.

Q: (Inaudible) changing your mind. On the Alberta oil sands, you have a Minister going to Alberta to talk about how great the oil sands could be for the Ontario and Alberta economies. Earlier, you had a very different message. What changed your mind?

PREMIER DALTON MCGUINTY: I don't think I had a different message. I think what I said originally was that it's — from a short-term perspective, it is in the interest of Ontario, the Ontario economy, that we have a dollar with a lower value. That is just wishful thinking. We live in this world where we have a high dollar. And the fact of the matter is the people of Alberta are going to develop their natural resource. That's a non-negotiable. The issue is can Ontario businesses and Ontario families participate (inaudible) develop out of that resource in a way that strengthens our economy and creates jobs for us? And I think we can and should be part of that. And that is why I think there is an exciting opportunity and that's why I think it's responsible for the Minister of Finance to be out there, to get a better understanding of what is happening and to see in what way we might participate in the development of that resource in the most environmentally responsible way.

Q: (Inaudible) Minister Bentley. Minister Bentley is in the house today being — he's not the in house actually but there is a motion being debated in the house that will find him in contempt, or could find him in contempt. He wasn't the Energy Minister when these decisions were made. Do you have any sympathy for him that he is the one being thrown under the bus to stand for your Liberal party's decision?

PREMIER DALTON MCGUINTY: My concern is really for the people of Ontario. There was a ruling made by the speaker. We have honoured that ruling fully, both in letter and in spirit. We have provided all of the documentation in question and now the opposition intend to write-off on this for some reason unbeknownst to me. I think they have sidetracked the legislature. I think that we have more pressing public business to do, including, for example, today we had scheduled third reading vote on the healthy home renovation tax credit, which once that is in place provides Ontario seniors with up to \$1500 by way of a tax credit to retrofit their homes so they are safer and more secure for them as they live out their years. It would also create over 10,000 jobs on an annual basis. (Inaudible) industry, so I think we should be on to those kinds of things. I think Ontarians, if given the opportunity to understand what we are talking about here, the ruling, the cause for the ruling — I think the ruling was fair. I think we've complied with the ruling. I think it's time to move on now with the people's business.

Q: What do you say to the people at home who are just looking at this and they are seeing political posturing all over the place, both with the documents and the dollar signs coming out of Queen's Park with the cost of the Oakville plant?

PREMIER DALTON MCGUINTY: I think the opposition had a good point about ensuring that ultimately we produced the documentation. As you well know, our concern was that in addition to the public's right to the documentation, taxpayers also had a right to ensure that we kept the cost as low as we possibly could. We have achieved on both fronts now. So we've kept the cost as low as we could. We have produced the necessary documentation. I think it's time to get on with the people's business now.

Q: (Inaudible) tie up the house as Minister Gerretsen said today for even years. Is there a chance that this session — this dog won't hunt — it is time to pull the plug on the whole government?

PREMIER DALTON MCGUINTY: I hope not. I hope that this is not another case — just a new and more creative way to ring the bells. They did a lot of that before. My concern is that when you run out of positive, constructive ideas, if you got nothing to propose by way of a new, positive initiative, that you resort to obstructionism. So I'm hoping that the

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opposition will have their fun, come to their senses, and recognize that we've got to move beyond this. The government did in fact comply with the Speaker's ruling. We do acknowledge the missteps that we made with respect to the original plans to site these two gas plants, and now let's get on with the public's business.

Q: Will you speak in the debate in Minister Bentley's defence?

PREMIER DALTON MCGUINTY: I'll speak right here on behalf of Mr. Bentley. I couldn't be more proud of Minister Bentley. He is nothing if not thoughtful. In a scrum you could actually, if you listen carefully, hear him think. He weighs the issues very, very carefully. He is nothing if not sincere and earnest. And what he was trying to do here was to reconcile two competing interests. He wanted to ensure that we provided all documentation to Ontarians but he wanted to do it in a way that didn't compromise the interests of taxpayers. So he struggled with that. I commend him for that. Now we've honoured the Speaker's ruling; we've made the documents public. We have settled the matter with the proponent of the gas plant. So he's done a really good job on behalf of Ontarians.

Q: [Speaking French] Are you able to keep Mr. Bentley at the Cabinet table if—

PREMIER DALTON MCGUINTY: [Speaking French] Absolutely. I can always rely on Mr. Bentley.

PREMIER DALTON MCGUINTY: Thanks, everybody.

Phillips, David (GHLO)

From: Gomez, Jorge <jgomez@liberal.ola.org>
Sent: September-25-12 11:53 AM
To: Korbee, Leon (OPO); Forgione, Andrew (ENERGY); Kett, Jennifer (ENERGY); Clow, Brian; Uranowski, Joseph; Powers, Dylan; Phillips, David (GHLO); Ashimi, Eddie (GHLO); O'Leary, John (OPO); Spafford, Kevin (GHLO); Miller, Laura (OPO); Ramey, Lauren (OPO); MacKenzie, Rebecca (OPO); Grant, Samantha (GHLO); Hammond, Bradley (OPO); Davidson, Drew (OPO); Khan, Nauman; Barton, Neala (OPO); O'Connor_Sean; Balian, Taleen (OPO); McCann, Wendy (OPO)
Subject: PC Release - CONTEMPT GROWS: GAS PLANT FIASCOS WILL COST AT LEAST \$640M
Attachments: 2012-09-25-Backgrounder.pdf

An "unmitigated disaster"

- TransCanada's lawyers describing the settlement negotiations.
Globe and Mail, September 24th, 2012

FOR IMMEDIATE RELEASE
September 25, 2012

CONTEMPT GROWS: GAS PLANT FIASCOS WILL COST AT LEAST \$640M

QUEEN'S PARK – Taxpayers will pay at least \$450 million for the politically-motivated decision to cancel and relocate the Oakville gas plant, Ontario PC House Leader Jim Wilson said today. This brings the total cost of cancelling the power plants in Mississauga and Oakville to a staggering \$640 million.

"It's an insult and an abuse of power to deceive taxpayers about the true costs of these cancelled power plants," Wilson said. "Internal government documents reveal a far more damning price. Taxpayers will pay a minimum of \$450-million – all because the Liberals were afraid of losing their seat in Oakville."

The cost, according to Schedule B of the Memorandum of Understanding between the government and TransCanada, includes a \$40 million payment for unrecoverable costs and a \$210 million payment to purchase TransCanada's gas turbines. The OPA documents further reveal that an additional \$200 million will be required for new transmission lines, a cost which was concealed by the Minister of Energy for the past two years.

"The case for contempt is growing against the McGuinty Liberals," Wilson said. "Not only are they still trying to hide the true cost of cancelling these gas plants, but there's also reason to believe that Minister Bentley has failed to provide all documents requested by the Estimates Committee."

Despite emails from the Ontario Power Authority repeatedly citing political interference in the decision to cancel the plants, Wilson noted that the released documents did not include any of the requested correspondence between officials from the Liberal Party of Ontario and officials at the Ministry of Energy and the Ontario Power Authority.

"Massive portions of the documents are either redacted or missing entirely," Wilson said. "Therefore, we have introduced a motion of contempt to ensure the Liberals are held accountable for withholding the truth from Ontarians," Wilson continued. "If passed, the motion will re-strike the Standing Committee on Finance and Economic Affairs to immediately begin an investigation into the cancellations of the two power plants and the subsequent cover-up."

"The costs of these cancelled plants continue to rise, at the taxpayers' expense. We may not know the true costs for years, but it is clear that the figures provided by the government are absolute nonsense. The cost of cancelling the Oakville power plant is at least \$450 million."

"It's all further proof that the McGuinty Liberals are grossly incompetent and can't be trusted to manage a highly important and complex issue like energy," Wilson concluded.

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For further information, contact Christine Bujold (416) 325-1330
christine.bujold@pc.ola.org

Phillips, David (GHLO)

From: Command News <fp.NEWS.DPHILLIPS@commandnews.com>
Sent: September-25-12 4:38 PM
To: Phillips, David (GHLO)
Subject: McGuinty admits missteps on gas plants; says opposition sidetracked...

Profile: DPHILLIPS / My Drawer / Ontario Ministers - Clip 47 (limit 200) Sep 25 2012 16:38:00 - Source: CP [The Canadian Press]

McGuinty admits missteps on gas plants; says opposition sidetracked legislature (Ont-Contempt) By Keith Leslie

THE CANADIAN PRESS

OAKVILLE, Ont. _ The Liberal government made a mistake when they planned to build new power plants in Oakville and Mississauga, Premier Dalton McGuinty admitted Tuesday as he accused the opposition parties of sidetracking the legislature with a debate on contempt.

The Liberals planned to build 17 new gas-fired plants as part of the government's \$96-billion long-term energy plan, but got two of them wrong, McGuinty said after meeting with residents who successfully fought the Oakville project.

"We didn't get it right in the first instance," he said.

"We listened, we learned, we understood that we had overstepped ourselves in trying to put a plant that big, that was 500 or 600 metres away from a school and homes in the vicinity, so we made a decision to relocate."

The government complied with a Speaker's ruling by releasing 36,000 pages of documents Monday on the two gas-fired generating stations the Liberals cancelled, so there was no need for the "obstructionist" contempt motion, added McGuinty.

"I think they've sidetracked the legislature, and I think we have more pressing public business to do," he said.

"I'm hoping that the opposition will have their fun, come to their senses, and recognize that we've got to move beyond this."

However, the Progressive Conservatives and New Democrats said they were convinced the government did not release all the documents, pointing to blank pages and others that had had everything blanked out.

"We have at least 1,000 documents that have nothing in them but a title," said PC energy critic Vic Fedeli.

"They have not complied whatsoever with the Speaker's ruling."

The real cost of scrapping the two gas-fired plants will far exceed the \$230 million the Liberals claim, and the Oakville project alone could be more than 10 times higher than the \$40 million stated by the government, added Fedeli.

There is no time limit for the debate on the contempt motion, which brings all other legislative business to a halt, including the daily question periods.

"We certainly want to pursue this investigation further because we believe a case for contempt is probably stronger today after those documents have been tabled than it was before we had those documents," said Conservative Rob Leone as he moved a motion demanding the government release even more documents.

The New Democrats said they too felt the Liberals did not release all the documents that were originally requested by a legislative committee back in May.

"They don't think that they have any responsibility to provide documents that are requested by the members of this legislature, and I think that's the worst part of this entire story," NDP Leader Andrea Horwath told the legislature.

"It's not even the dollars, it's the lows that this government will sink to for its own political benefit."

Government house leader John Milloy reacted angrily to the accusations that the government did not release all the documents, saying members are supposed to be taken at their word.

"We have provided the documents and the minister has signed an attestation to that effect. There was absolutely nothing redacted," Milloy told reporters.

"They're turning it into a kangaroo court."

The Tories and NDP say the documents show cancelling the two power plants was part of an expensive and cynical Liberal seat-saver program.

"We're supposed to be addressing the problems, the needs, the concerns of the people of Ontario, not the political fortunes of the five or six (Liberal) MPPs that were able to get their seats saved by that massive investment of public dollars," said Horwath. "It's a shame."

The Tories say it could cost another \$200 million to build new transmission lines needed in the Oakville and Mississauga areas because the power plants were cancelled, but the government says it's premature to talk about the need for new lines.

Leone's motion also calls on the government to reconstitute the Finance Committee so it can study all the documents on the gas plants and consider the matter of contempt against Energy Minister **>Chris Bentley.<**

There are no legislative committees for the fall session of the legislature because the three parties cannot agree on their make up and who should chair them.

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ONTARIO PC CAUCUS IDEAS BACKGROUND



COST FOR LIBERAL SEAT SAVER PROGRAM IN OAKVILLE AT LEAST \$450 MILLION

- After four months of refusing to comply with a Legislative order, the current government produced 36,000 pages of documents on September 24, 2012, relating to the Liberals' decision to cancel the Oakville and Mississauga gas plants.
 - Despite the order stating that the documents must be produced in full without redactions or omissions, thousands of documents appear altered, with some sections completely missing.
 - Moreover, the documents refute the government's claim that the cost of canceling the Oakville plant a year before the 2011 election will only cost \$40 million. In fact, documents show taxpayers will pay at least \$450 million:
 - \$200 million for transmission lines, as revealed by the documents,
 - \$210 million for purchasing gas turbines from TransCanada, as stated by the government, and
 - \$40 million for unrecoverable costs, as stated by the Minister of Energy.
 - These costs are in addition to the \$190-million price tag associated with canceling the Mississauga gas plant during the 2011 election.

Liberals were warned in early 2010 about the cost of canceling the Oakville gas plant

- Despite warnings about the high cost that would burden taxpayers if the Oakville gas plant was cancelled and moved, the current government decided to pull the plug on the project.
- In a Ministerial briefing document dated March 31, 2010, the government was warned that "new transmission [lines] into the SWGTA [Southwest Greater Toronto Area] would be required at an estimated cost of about \$200 million."
- In an undated confidential Ministerial briefing note, the writer warned:

The growing demand of SWGTA would have to be met from some other location. This would mean transmission lines to bring the power to SWGTA, likely crossing multiple jurisdictions and, according to the OPA, costing more. The OPA has repeatedly stressed that while there are alternative to building a plant in the SWGTA, all are less efficient (i.e. more expensive with greater environmental impact) than the Oakville plant.
- An email dated October 7, 2010, to Deputy Minister of Energy Lindsay David from Liberal Communications Director Alicia Johnston, stated:

Hi Deputy. I hope you got the debrief on oakville. From my perspective it went as well as it could have. Can't go wrong for TV when politicians make an announcement and a room for of people erupt in cheers of joy and applause. Financially it'll be muddy in the papers tomorrow. Province could be on the hook for millions and the minister wouldn't comment about it. How did it go with Hydro One? (*sic*)
- Finally, a Ministry of Energy briefing document dated October 11, 2011 – just days after the election – laid out a simple Q&A regarding the cost of the transmission project:

How much will the transmission project cost?

A: The cost of the transmission project will be 200M.

Silva, Joseph (ENERGY)

From:

Sent:

To:

Johnston, Alicia (MEI)

October-07-10 8:56 PM

Lindsay, David (ENERGY)

Hi Deputy,

I hope you got the debrief on oakville. From my perspective it went as well as it could have. Can't go wrong for TV when politicians make an announcement and a room full of people erupt in cheers of joy and applause.

Financially it'll be muddy in the papers tomorrow. Province could be on the hook for millions and minister wouldn't comment about it.

How did it go with Hydro One?

Alicia

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Phillips, David (GHLO)

From: Command News <fp.NEWS.DPHILLIPS@commandnews.com>
Sent: September-24-12 5:01 PM
To: Phillips, David (GHLO)
Subject: Liberal deal to move Oakville gas fired plant to Lennox will cost \$40...

Profile: DPHILLIPS / My Drawer / Ontario Ministers - Clip 46 (limit 200) Sep 24 2012 17:00:00 - Source: CP [The Canadian Press]

Liberal deal to move Oakville gas fired plant to Lennox will cost \$40 million (Gas-Plant-Documents) By Keith Leslie

THE CANADIAN PRESS

TORONTO _ The Liberal government said Monday its decision to move a planned electrical generating station in Oakville to the Napanee area will cost taxpayers \$40 million, but the Opposition said the cost would likely be in the hundreds of millions of dollars.

"I am pleased to advise the House that agreements have been reached which will result in the relocation of the Oakville gas plant to the Lennox facility in eastern Ontario," Energy Minister **>Chris Bentley<** told the legislature.

TransCanada Energy (TSX:TRP) will build the proposed 900-megawatt natural gas plant on lands at Ontario Power Generation's Lennox Generating Station.

The Ontario Power Authority will purchase turbines and other equipment meant for the Oakville plant for \$210 million, but that was calculated into the new agreement which will pay TransCanada less for the electricity it produces over the 20-year life of the deal, added Bentley.

The surprise announcement came just hours before the government was forced to release 36,000 pages of documents on the cancelled Oakville project and on another gas-fired power station the Liberals halted mid-construction in neighbouring Mississauga just days before last fall's general election.

The Progressive Conservatives said a quick read of the documents showed the government would need to spend \$200 million to build new transmission lines to distribute electricity in the southwestern GTA where the two cancelled plants were supposed to be built.

"The Liberal government is continuing in its efforts to deceive taxpayers about the true cost of their selfish and politically-motivated decisions," said PC house leader Jim Wilson.

The Liberals said it would be premature to talk about building new transmission lines in the Toronto area because they're not needed right now.

The government admitted earlier that taxpayers would pay \$190 million for the Liberal campaign team's decision to scrap the Mississauga project, but had warned early release of the documents regarding the Oakville plant would have hurt its negotiating position with the developer.

The deal reached Monday morning did not stop criticism from the opposition parties.

"After nearly two years and hundreds of millions of dollars, we're beginning to get some of the facts behind some of these private power deals, deals made by the Liberal party and paid for by the people," said NDP Leader Andrea Horwath.

"We had a Liberal campaign team ripping up contracts, scrambling to keep them from the public, and the most expensive electricity in the entire nation."

The Opposition called the decisions to cancel the gas plants "a Liberal seat-saver program," and said holding seats in the suburban area west of Toronto was crucial to the government's re-election.

"Moving a power plant to eastern Ontario is building a white elephant, so it tells me that this \$40 million is a complete waste of money," said Wilson.

Speaker Dave Levac had given the Liberal government until Monday to turn over the documents on the two gas plants, and found Bentley had violated a member's privilege by refusing to release them months ago to a legislative committee.

The newly-released documents state "political staff were involved" in talks with TransCanada about cancelling the Oakville project, and show the Ontario Power Authority was confused by the Liberals' promises regarding damages.

"Negotiations as to damages are an unmitigated disaster," government lawyer John Kelly wrote in a May, 2011 email to officials at the Ministry of Energy.

"The government has backed us into a corner," complained Ontario Power Authority vice-president JoAnne Butler in a 2010 email on the Oakville project.

"No one seems to know what the government's promise of 'keeping TCE whole' means," warned OPA director Michael Killeavy in an email to Butler.

"How do we reach agreement if we don't know what was promised?"

Despite the release of the documents, the Tories vowed to introduce a motion Tuesday declaring Bentley in contempt of the legislature, which would bring all other legislative business to a halt, including the daily question period.

"The eyes of the Parliamentary Commonwealth will be watching as the Liberal government's arrogance and profound sense of entitlement meets this chamber's powers of accountability," warned Wilson.

The NDP said they too wanted the government held to account for trying to block the release of the documents.

"The government was definitely in contempt, the minister was definitely in contempt...and from my perspective that can't go without some kind of repercussion," said Horwath.

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Phillips, David (GHLO)

From: Command News <fp.NEWS.DPHILLIPS@commandnews.com>
Sent: July-17-12 2:12 PM
To: Phillips, David (GHLO)
Subject: McGuinty says Liberal party won't help pay \$190 million for cancelling...

Profile: DPHILLIPS / My Drawer / Ontario Political News - Clip 13 (limit 200) Jul 17 2012 14:12:00 - Source: CP [The Canadian Press]

McGuinty says Liberal party won't help pay \$190 million for cancelling gas plant (Gas-Plant-McGuinty) GUELPH, ****>Ont.<**** Premier Dalton McGuinty says the Liberal Party of ****>Ontario<**** will not contribute to the \$190-million bill for his campaign decision to scrap a gas power plant in Mississauga.

McGuinty says it was his decision as Liberal leader to cancel the generating station just days before the election, even though construction on the project was well underway.

However, he says voters understand that when politicians make campaign promises it will be the taxpayers who foot the bill if that party is elected to government.

McGuinty also says there was genuine confusion when the government first said the cost of relocating the Mississauga plant was \$180 million.

It turns out there was another \$10 million given to the developer of the project to convince them to halt construction.

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Phillips, David (GHLO)

From: Command News <fp.NEWS.DPHILLIPS@commandnews.com>
Sent: July-16-12 1:41 PM
To: Phillips, David (GHLO)
Subject: NDP fear cost of cancelled gas power plant in Mississauga exceeds \$180...

Profile: DPHILLIPS / My Drawer / Ontario Ministers - Clip 17 (limit 200) Jul 16 2012 13:40:00 - Source: CP [The Canadian Press]

NDP fear cost of cancelled gas power plant in Mississauga exceeds \$180 million (Gas-Plant-Penalties) By Keith Leslie

THE CANADIAN PRESS

TORONTO _ Ontario's auditor general should be called in to determine the actual cost of the Liberal government's decision to cancel gas power plants in Mississauga and Oakville, the opposition parties said Monday.

Energy Minister **>Chris Bentley<** admitted last week it would cost \$180 million in penalties for the Liberals' move to cancel the Mississauga plant just days before last fall's election.

NDP energy critic Peter Tabuns wrote an open letter to auditor general Jim McCarter Monday saying "there is much uncertainty about the full cost" of scrapping the plant, which was well into its construction phase when the Liberal campaign cancelled the project.

"Government documents and recent reports indicate that the cost may be significantly higher" (than \$180 million), wrote Tabuns.

"Ontarians deserve to know the full cost of the government's last-minute decision to cancel and relocate the Mississauga plant, and whether or not the government exercised due diligence in minimizing the costs of the contract change."

The Progressive Conservatives said they were "very concerned the \$180 million is just the tip of the iceberg" when it comes to the costs of cancelling the Mississauga gas plant and another in neighbouring Oakville.

"What I worry about is that we've only seen the beginning of these costs," said Opposition Leader Tim Hudak.

"And secondly, we need answers on Oakville," he said.

"Oakville was a larger plant (and) the cost there is going to be much higher."

The government is still negotiating with the developer of the gas-fired generating station in Oakville that the Liberals cancelled after local residents brought in high-profile activist Erin Brockovich to speak against it.

The Ontario Power Authority said Monday it did not offer any extra fees like the \$10 million adder given to Greenfield South Power to halt construction in Mississauga because construction never actually started on the Oakville power plant.

Construction on the Mississauga plant continued for weeks after the Oct. 6 election, but the decision to cancel it helped save five Liberal seats in the area.

The opposition parties called the decision to cancel the plant and relocate it several hundred kilometres away in the Sarnia area "a Liberal seat-saver program."

Hudak said the political decisions by the Liberals to cancel planned electrical generating stations that they originally said were needed to meet demand will turn off potential investors at a time when Ontario is overhauling and modernizing its power system.

The Liberals' generous subsidies for wind and solar power in addition to their political interference in building new gas-fired plants are hurting Ontario, he added.

"The problem here is that we have turned energy from a major strength for attracting jobs to our province into a major detriment," said Hudak.

"And stories like this are going to undermine the confidence of investors in our province."

The Liberal government plans to turn off the last of Ontario's coal-fired electrical generating stations by 2014, seven years later than originally promised.

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Phillips, David (GHLO)

From: Gomez, Jorge <jgomez@liberal.ola.org>
Sent: July-16-12 12:25 PM
To: Forgione, Andrew (ENERGY); Kett, Jennifer (ENERGY); Boudreau_Matthew; Clow, Brian; Powers, Dylan; Phillips, David (GHLO); Ashimi, Eddie (GHLO); Rook, Jennifer (GHLO); O'Leary, John (OPO); Spafford, Kevin (GHLO); Miller, Laura (OPO); MacKenzie, Rebecca (OPO); Hammond, Bradley (OPO); Davidson, Drew (OPO); Barton, Neala (OPO); O'Connor_Sean; Balian, Taleen (OPO); McCann, Wendy (OPO)
Subject: NDP Release - MPP Peter Tabuns calls on Auditor General to review hidden costs of Power Plant

MPP Peter Tabuns calls on Auditor General to review hidden costs of Power Plant

QUEEN'S PARK -- Today, Peter Tabuns is calling on Ontario's Auditor General to review the costs of the cancelled, and then relocated Mississauga Gas Plant, including the possibility that certain costs may have been hidden from the public.

//

Jim McCarter
Auditor General of Ontario
20 Dundas Street West, 15th Floor
Box 105
Toronto, Ontario M5G 2C2

Dear Mr. McCarter,

I am writing to request that you conduct an investigation to determine the full costs of the Government of Ontario's decision in 2011 to cancel the proposed Mississauga gas plant on Loreland Avenue and its recently decision to relocate the plant to Sarnia-Lambton.

There is much uncertainty about the full cost that Ontario ratepayers and/or taxpayers will bear as a result of the Government's decision to cancel the plant after construction had already started.

The costs of relocation announced by the Government last week - \$180 million - is substantial, however, government documents and recent reports indicate that the cost may be significantly higher. For example, the Toronto Sun has reported that an additional \$10 million was paid to Eastern Power to get the company to stop construction.

Ontarians deserve to know the full cost of the Government's last-minute decision to cancel and relocation of the Mississauga plant, and whether or not the government exercised due diligence in minimizing the costs of the contract change.

Thank you for your prompt attention to this matter.

Sincerely,

Peter Tabuns, MPP

Phillips, David (GHLO)

From: Command News <fp.NEWS.DPHILLIPS@commandnews.com>
Sent: July-11-12 1:05 PM
To: Phillips, David (GHLO)
Subject: Energy minister isn't saying who made the decision to cancel gas plant...

Profile: DPHILLIPS / My Drawer / Ontario Political News - Clip 14 (limit 200) Jul 11 2012 13:04:00 - Source: CP [The Canadian Press]

Energy minister isn't saying who made the decision to cancel gas plant (Cancelled-Gas-Plant) By Maria Babbage

THE CANADIAN PRESS

TORONTO _ Energy Minister Chris Bentley was at a loss Wednesday to say who made the decision to cancel a proposed gas plant in Mississauga just a few days before last year's election, a move that will cost the cash-strapped province \$180 million.

Bentley said the announcement was made through a Liberal party press release, but couldn't clear up whether it was the party or Premier Dalton McGuinty who ultimately made the call.

He was only appointed energy minister after the election, he told a legislative committee.

"I wasn't part of that decision," he said.

"I can't answer that. I wasn't there, I wasn't part of it."

Bentley's comments came a day after he revealed the price of relocating the 300-megawatt plant to an existing coal-fired station close to Sarnia. But the minister couldn't say whether taxpayers are on the hook for the move or whether the cost will show up on hydro bills.

The province is facing a \$15-billion deficit this year and isn't expected to emerge from the red ink until 2017.

Both opposition parties have accused the Liberals of scrapping plans for the Mississauga plant _ and another in Oakville in 2010 _ in a cynical move to save seats amid fierce protest by local residents.

Taxpayers deserve to know who made the decision, whether it was the Liberal campaign director or the premier, said NDP energy critic Peter Tabuns.

"Frankly, we've been stuck with a \$180-million bill and we should now who is responsible for doing that," he said.

"People will be paying more for their electricity so that the Liberals could save a number of seats in the last election."

Bentley insisted that the government only had a change of heart after listening to the strong objections of local residents.

He also pointed out that both opposition parties also promised to scrap the plant during the election and wouldn't have been able to get a cheaper deal.

Tory Leader Tim Hudak, who promised to get rid of the plant the day before the election, said it should have never been built in the first place.

But he couldn't say whether he could have struck a better deal if his party had won the Oct. 6 election.

"You can't accuse me of holding the shovel that dug that hole in the first place," he said.

"That was their decision, that was the wrong decision and now taxpayers are on the hook as a consequence."

The opposition parties want Bentley to produce documents about the deal, as well as those related to the cancellation of a proposed gas plant in Oakville in 2010. The minister has rejected the demand, citing solicitor-client privilege.

Tabuns said he believes the documents will show that the party made the call because they believed they would lose those seats, not because they'd analyzed the area's power needs or the impact of the plant on the surrounding communities.

Governments and parties can make promises during election campaigns and follow through with them, he said.

"What's broken here is that cancelling a plant in the middle of an election, incurring a \$180 million cost for a seat-saver is indefensible," he said.

"It may be legal, but it's certainly distasteful and wrong _ epically wrong."

The Conservatives said the final cost of relocating the plant will actually be much higher than Bentley claims, because a brand new plant will have to be built at the new location in a Tory riding.

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Phillips, David (GHLO)

From: Command News <fp.NEWS.DPHILLIPS@commandnews.com>
Sent: July-10-12 6:01 PM
To: Phillips, David (GHLO)
Subject: Province to pay \$180 million to relocate cancelled Mississauga gas...

Profile: DPHILLIPS / My Drawer / Ontario Ministers - Clip 30 (limit 200) Jul 10 2012 18:01:00 - Source: CP [The Canadian Press]

Province to pay \$180 million to relocate cancelled Mississauga gas plant (Cancelled-Gas-Plant) By Maria Babbage

THE CANADIAN PRESS

TORONTO _ Ontario will have to pay \$180 million to relocate a Mississauga gas plant that was cancelled just days before last year's election, but the governing Liberals couldn't say whether taxpayers or ratepayers will end up footing the bill.

Energy Minister **>Chris Bentley<** said it's not yet clear whether the cost of locating the 300-megawatt plant more than 260 kilometres away near Sarnia will show up on hydro bills.

"The agreement was concluded yesterday between the Ontario Power Authority and Greenfield South Power," Bentley said Tuesday. "I expect there will be discussion in the future about the allocation of those costs."

The Liberals cancelled the plant last year, after scrapping another one proposed for nearby Oakville the year before in the face of fierce opposition from local residents.

The opposition parties accused the government of killing the plants to save Liberal seats, including Citizenship Minister Charles Sousa's and Oakville MPP Kevin Flynn's.

It's clear that the people of Ontario will take the hit for saving those seats west of Toronto, they said.

"It's either going to be on your tax bill or your hydro bill," said NDP energy critic Peter Tabuns.

"In either event, it's a scandal. It's completely outrageous.

The minister should have been ashamed of himself, the premier should be ashamed, and the people of Ontario should be incredibly angry."

Liberal campaign staffers are now writing Ontario's energy policy, said Vic Fedeli, the Progressive Conservative's energy critic.

"That's exactly what happened," he said. "A week before the election, in order to save a seat, they offered up the Mississauga power plant. And today we find out that it's \$180 million that that staffer cost us."

But Bentley insisted that the government only had a change of heart after listening to the "very strong objections" of local residents.

"As soon as we made the announcement about our intention to relocate the gas plant, it was followed very shortly thereafter by statements and commitments by both of the other parties that they would not have a gas plant on that site," he said.

The \$180-million figure includes an \$88 million settlement with EIG, the financiers of the plant who were suing the province for \$300 million. It also includes \$85 million in goods and services that can't be reused at the new location at OPG's Lambton generating station, such as engineering work, construction materials and labour.

Work on the Mississauga plant continued for weeks after the Oct. 6 election, even though the government made it clear the project would have to be located elsewhere.

The government said the price tag could have been much higher if they hadn't managed to recover \$75.5 million in equipment and \$10 million in engineering and design work for use at the new facility.

The move is a good fit because the plant will go to an energy hub and take advantage of existing transmission lines and gas lines, Bentley said. It will also help the station move from coal-fired generation to natural gas.

Construction of the plant is also expected to create up to 200 jobs over the next two years, he added. It should be up and running by 2017.

The province will be able to meet the energy needs of growing communities like Mississauga and Oakville, even though they won't have plants nearby, Bentley said.

"We will have enough electricity ... the grid is interconnected," he said.

The Mississauga site still belongs to Greenfield, but the agreement prohibits them from building another gas plant, Bentley said.

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Phillips, David (GHLO)

From: Command News <fp.NEWS.DPHILLIPS@commandnews.com>
Sent: July-10-12 3:34 PM
To: Phillips, David (GHLO)
Subject: Cancelled Mississauga gas plant to be relocated to southwestern...

Profile: DPHILLIPS / My Drawer / Ontario Ministers - Clip 24 (limit 200) Jul 10 2012 15:34:00 - Source: CP [The Canadian Press]

Cancelled Mississauga gas plant to be relocated to southwestern Ontario (Cancelled-Gas-Plant) TORONTO _ Energy Minister **>Chris Bentley<** says a proposed gas plant cancelled just days before last year's election will be relocated to southwestern Ontario.

He says the relocation of the Greenfield South Power natural gas plant to Ontario Power Generation's Lambton Generating Station site will cost \$180 million.

The figure includes a settlement agreement with the financiers of the plant, who are suing the Liberals for \$300 million.

The Liberal government cancelled the planned 280-megawatt gas power plant in Mississauga last year, after scrapping another one in nearby Oakville the year before.

The opposition parties have accused the government of cancelling the plants to save Liberal seats, including Citizenship Minister Charles Sousa's and MPP Kevin Flynn's.

Work on the Mississauga plant continued for weeks after the Oct. 6 election, even though the government made it clear the project would have to be located elsewhere.

"Last year, after listening to the community's concerns, our government made a commitment to residents in Mississauga and Etobicoke to relocate the Greenfield South Power natural gas plant," Bentley told a news conference Tuesday.

Bentley said the construction of the plant is expected to create up to 200 jobs over the next two years.

He said the announcement "helps support Ontario's plan to modernize the province's electricity infrastructure, clean up the air we breathe and end the use of coal by 2014."

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Phillips, David (GHLO)

From: Barton, Neala (OPO)
Sent: July-10-12 1:17 PM
To: Rang, Lloyd (OPO); Brodhead, John (OPO); Miller, Laura (OPO); O'Leary, John (OPO); Phillips, David (GHLO); King, Katherine (OPO)
Subject: Finals
Attachments: Backgrounder-media2.docx; QAs -RelocationClean.doc; Minister Statement 10July12 Final.doc

Hi to you all,

The final materials for this afternoon's announcement are attached. Statement is slated to go over Newsroom at 3 pm.

Thanks,

Neala

Backgrounder — Costs of Relocation of the Mississauga Gas Plant

COST OF RELOCATING THE PLANT

The total cost of relocating the Mississauga Gas Plant is approximately \$180 million.

Those costs fall into three main categories:

1. Mississauga site specific costs for goods and services that cannot be reused at the new location (\$85 million). These costs include:
 - Permitting
 - Engineering and Design Work
 - Construction Materials
 - Labour
 - Equipment Storage
 - Transportation
2. Early termination settlement to EIG, the financier of the Greenfield South Project (\$88 million*)
3. Mississauga site specific costs that have yet to be finalized (approximately \$7 million)

MINIMIZING THE IMPACTS

At the same time, the government was able to minimize the cost impacts by repurposing \$85.5 million in equipment and work for use at a new facility.

1. Gas plant equipment (\$75.5 million).
 - Gas turbines
 - Steam Condenser
 - Step-up Transformer
2. Engineering and design work that includes the plant engineering and architecture (\$10 million)

* \$61 million was repaid to EIG in loan principal. The \$61 million payment is already reflected in the dollar figures outlined above because some of the \$61 million was spent on materials and equipment that can be repurposed, while some of it was spent on materials that cannot be reused

Q&As
July 11, 2012

Key Messages

- We made a commitment to residents in Mississauga and Etobicoke to relocate the Greenfield South gas generating plant.
- We made that decision after listening to local concerns from all residents, taking into consideration the changes in the area, including residential development since the plant was proposed.
- This decision to relocate the plant was supported by local residents, local elected officials and both opposition parties
- Over the last several months, the Ontario Power Authority has been in discussions with Greenfield South.
- Today, I can tell you that an agreement has been reached with Greenfield to relocate the gas plant.
- The government has accepted the OPA's recommendation to relocate the 300 megawatt natural gas plant on part of Ontario Power Generation's Lambton Generating Station site.
- This site was chosen for several reasons:
 - Lambton site has been used for power production for more than 35 years
 - Existing gas lines and transmission infrastructure
 - Expertise of local workers
 - Supports province's efforts to get rid of coal
 - Meets overall provincial needs
- We've heard from the local community that the site should continue to remain a centre of electricity production
- The Sarnia-Lambton area has a long history as part of Ontario's energy industry. This new plant will build on that history and ensure the community remains an important part of our clean energy future
- The construction of the plant is expected to provide approximately 200 jobs
- I'd like to thank Greenfield and the OPA for their work over the past months in reaching this agreement that provides good value to Ontarians.

- The total cost of relocation is approximately \$180 million.
- That cost includes a settlement agreement with EIG, the financier the Greenfield South project, on behalf of Greenfield Power, the OPA and the Province.
- It also includes all payments made by OPA including construction costs, design costs, permitting costs etc for the Mississauga site.

Questions and Answers

Costs

How much will this cost?

The OPA and Greenfield have agreed to relocate the 300 MW gas plant. The power purchase agreement is comparable to other similar sized gas plants in Ontario.

I can also tell you that the total cost of relocation is \$180 million. That includes settlement with EIG, cost of construction and design on the Mississauga site and outstanding payments to all suppliers and creditors.

What is the breakdown of costs?

As you know much of the gas plant equipment, like gas turbines, are being repurposed and used in the new site.

Repurposed equipment to be used in the new site is valued at \$75.5 million, we are also able to use \$10 million in design and engineering costs.

The goods and services include things like: construction on the site, storage of equipment, rental of a crane and labour costs.

That relocation cost also includes a settlement agreement with EIG, the financier the Greenfield South project. The settlement allowed the OPA to move forward in discussions with Greenfield Power to relocate the plant. All legal proceedings are now resolved.

Are you saying that besides financing, the entire cost of relocating was \$6M? How is that possible with the amount of construction that was done?

That's not correct. We were able to reuse about \$85 million in costs that were paid out. The total relocation cost is the amount that OPA paid out that we were not able to reuse for the new site (\$180 million). That amount includes things like construction and building supplies at the Mississauga location.

Why were the financing costs so much?

When a company receives a contract to produce power from the OPA they are responsible for securing their own financing. The settlement with EIG allowed the OPA to move forward in discussions with Greenfield Power to relocate the plant. All legal proceedings are now resolved.

When will we have an announcement on the Oakville plant?

Discussions continue with TransCanada. I look forward to sharing an update when I can.

Were these three seats worth \$180M?

We listened to residents in Mississauga and Etobicoke after they strongly advocated we move the plant outside of their community. All three political parties agreed that the plant should not proceed at that location.

This site was chosen for several reasons:

- Lambton site has been used for power production for more than 35 years
- Existing gas lines and transmission infrastructure
- Expertise of local workers
- Supports province's efforts to get rid of coal
- Meets overall provincial needs

Will this ultimately be shouldered by ratepayers or taxpayers?

The Ministry and the Ontario Power Authority are continuing to work out the settlement implementation issues.

How much will OPG be paid for the Sarnia-Lambton site?

Greenfield has purchased the site from OPG for about \$500,000.

Is OPG selling the whole LGS site?

No. The new plant will occupy a portion of the current OPG Lambton site. Greenfield has purchased approximately 12 acres of the total 1100 LGS site.

How much will Greenfield be paid for the power they supply?

The relocated plant will provide good value for Ontario ratepayers. The 20 year power purchase agreement price is comparable to other similar sized combined cycle gas plants. Greenfield will receive \$12,400 per megawatt month. The original contract with Greenfield for the Mississauga site was \$12,900 per megawatt month.

Gas plants in Ontario range from approximately \$10,000 MW/Month to over \$15,000 MW/Month. Plants range based on when they were built, location, size and other factors.

You said community support and consultation would be key to choosing any relocation option. Do you have the support of municipal officials in Sarnia? Have you consulted the community?

Sarnia-Lambton has a long history as part of Ontario's energy industry.

Today's announcement builds on that history and helps usher the community into Ontario's clean energy future, with Ontario well on track to ending its use of coal for generating electricity in 2014.

Building a new natural gas generating at this site will take advantage of existing transmission and other infrastructure, as well as the expertise of local workers.

We've heard from local officials, including the local PC MPP, about their interest in having the site continue to be used for energy production after we end the use of coal on site.

You said you were reviewing siting rules. What progress has been made?

We are looking at best practices from around North America and are still in the process of development new siting rules for Ontario. Proposals for siting rules for gas-fired generation are still under consideration.

When did you inform local municipal officials?

TBD

Were other sites considered?

This site provides good value for many reasons. Building a natural gas generating at this site will take advantage of existing transmission and other infrastructure, as well as the expertise of local workers. The OPA has indicated that this site meets provincial system needs and was the best choice for this plant relocation.

What is the timeline for construction?

Permitting and construction is expected to take 3 years. We expect the plant to be operational in 2017.

Will Power Workers Union workers be employed at the relocated plant?

I can't speak to OPG labour issues. From my perspective this relocation recognizes the important and long standing role the community has played in energy production and that role will continue at this new site.

**What will become of the Greenfield South site when relocation is finalized?
Who owns the land?**

There will be no gas plant on the Mississauga site. Greenfield will continue to own the land and will have to decide what to do with it moving forward.

How is Greenfield financing this new plant?

Greenfield is responsible for financing the new plant.

How does this power purchase agreement (PPA) compare to others for similar sized projects?

The relocated plant will provide good value for Ontario ratepayers. The 20 year power purchase agreement price is comparable to other similar sized combined cycle gas plants. Greenfield will receive \$12,400 per megawatt month. The original contract with Greenfield for the Mississauga site was \$12,900 per megawatt month.

Will ministry projects be cut or delayed for pay for this?

No ministry projects will be cut or delayed.

Are there still outstanding lawsuits related to the cancellation of Greenfield South? What about Oakville?

No. With the settlement of the EIG claims, there is no outstanding litigation related to the Mississauga gas plant.

Confidential discussions continue between OPA and TransCanada related to the Oakville relocation.

What are you doing to ensure reliability in the GTA?

The latest IESO 18-Month Outlook published in June 2012 indicates that the IESO is able to manage the system to meet current needs of the Southwest GTA.

Study efforts are underway between the OPA, the IESO and Hydro One to develop solutions to address long-term transmission and supply adequacy in south-western GTA. A transmission system solution will be required to accommodate future load growth net of conservation.

How will this new plant affect surplus baseload generation?

This new plant, scheduled to be operational by 2017, replaces the power produced by the coal-fired generating facility with natural gas – part of Ontario's plan to end its use of coal for generating electricity by 2014.

Natural gas-fired generating facilities play an important part in our energy mix, providing power on demand to meet consumer needs. This flexible power is key to meeting the energy needs of Ontario communities.

They complement Ontario's nuclear and hydro facilities, which provide baseload power. We are refurbishing four units at Darlington- gas generating facilities are an important part of replacing that power when the units come offline.

EIG Settlement

How much was the settlement with EIG for?

The settlement is for \$149 million (CAD) or \$146 million (US).

This settlement successfully avoids lengthy court proceedings and allows us to move forward with relocation of the plant.

Who is paying for this settlement?

The Ontario Power Authority has paid EIG.

Will this settlement affect ratepayers or taxpayers?

The Ministry and the Ontario Power Authority are continuing to work out settlement implementation issues.

What is included in the settlement? Is there a breakdown of the cost?

The \$146 (USD) million or \$149 (CAD) million is for repayment of principal, interest and yield maintenance amounts and secures a full release from EIG of all claims.

\$146 million is far more than Greenfield's offer of \$82 million. Couldn't you have reached a better deal? Why was your first offer so much lower?

This settlement successfully avoids lengthy court proceedings and allows us to move forward with relocation of the plant. EIG's original claim in court was for damages of \$300 million.

Negotiation requires parties to put amounts on the table and work toward a consensus. Greenfield's offer was part of that process.

How does this settlement facilitate relocation?

The settlement resulted in the dismissal of EIG's action against Greenfield South, removing security interests held by EIG on Greenfield's generation equipment and allowing relocation to move forward.

Was Greenfield involved in this settlement?

I understand that Greenfield and the OPA have worked closely on this matter.

How much have you racked up in legal fees in the negotiations with Greenfield and defending the EIG suit?

The Province's legal work is primarily being handled by Crown lawyers. A matter like this often requires the appropriate legal support, and we needed some legal advice from outside lawyers.

STATEMENT FROM ONTARIO MINISTER OF ENERGY

July 10, 2012

Today, Chris Bentley, Minister of Energy, issued the following statement on the Greenfield South Power natural gas plant:

"Last year, after listening to the community's concerns, our government made a commitment to residents in Mississauga and Etobicoke to relocate the Greenfield South Power natural gas plant. The commitment was supported by both opposition parties.

Today, I am pleased to announce that the Ontario Power Authority (OPA) has reached an agreement with Greenfield to relocate the plant. The government has accepted the OPA's recommendation to relocate the 300 megawatt natural gas plant on part of Ontario Power Generation's Lambton Generating Station site.

The new site will take advantage of existing transmission and other infrastructure, as well as the expertise of local workers. The construction of the plant is expected to provide up to 200 jobs over the next two years.

I would like to thank the OPA and Greenfield Power for the work they have done over the past several months to reach this agreement.

The total cost of relocation is approximately \$180 million. This includes a settlement agreement with EIG, the financier of the Greenfield South Power project, on behalf of Greenfield, the OPA and the Province. The settlement is necessary in order to relocate the plant and resolves all outstanding legal proceedings. The total relocation cost also includes all payments made in relation to the original site, including construction costs, design costs, and permitting costs.

Today's announcement helps support Ontario's plan to modernize the Province's electricity infrastructure, clean up the air we breathe and end the use of coal by 2014."

For media inquiries call:
Jennifer Kett, Minister's Office, 416-327-6747
Jennifer.kett@ontario.ca

ontario.ca/energy-news
Disponible en français

Georgina Kourakos, Communications Branch,
416-325-0294
georgina.kourakos2@ontario.ca

For public inquiries call:
1-888-668-4636 TTY: 1-800-239-4224

Phillips, David (GHLO)

From: Dunn, Ryan (ENERGY)
Sent: June-06-12 5:29 PM
To: Phillips, David (GHLO); Spafford, Kevin (GHLO)

NDP wants auditor to probe cost of cancelled gas plants in Mississauga, Oakville

The Canadian Press

TORONTO - Ontario's auditor general should be called in to investigate the potential cost to taxpayers of the Liberal government's decision to cancel gas plants in Oakville and Mississauga, the New Democrats said Friday.

The Liberals cancelled a planned 280-megawatt gas power plant in Mississauga just days before last year's election, after scrapping another one in nearby Oakville the year before.

The plants were cancelled to save Liberal seats, but the government won't say how much it expects to pay in penalties for its decisions, complained NDP energy critic Michael Prue.

"I think it is an embarrassment because they were in such desperate shape they were willing to sacrifice the people of Ontario's money in order to secure those seats," said Prue.

"It worked politically, but I think in terms of economics and doing the right thing, it was not."

The Progressive Conservatives said anyone could have predicted there would be expensive lawsuits after the Liberals decided to reverse course and scrap power plants that were well into their construction phase.

"There isn't a business person in the province of Ontario who didn't know at the very outset, once the government decided to cancel that contract, that there would be a multi-million-dollar lawsuit," said Opposition critic Frank Klees.

"It doesn't take a great deal of knowledge about business, and it doesn't take any about the energy sector, to determine somebody is going to pay the price here."

EIG Management, a U.S. hedge fund which is suing the province for \$300 million over the Mississauga power plant, this week rejected an \$82.3 million-dollar offer from the Ontario Power Authority.

The \$82 million is obviously just the starting point for the cost of cancelling the gas plants, said Prue.

"If they've already been willing to offer up \$82 million to get out of this, they have to know that that's the start of the negotiation and there has to be more," he said.

"It's just one of two, and in my view the other one is liable to be more problematic because it was further down the road (to completion)."

Voters now know the minimum cost of saving Citizenship Minister Charles Sousa's Mississauga-South seat, said Klees.

"We now know that seat cost at least \$82 million," he said.

Energy Minister Chris Bentley issued a statement Friday declining comment on the lawsuit.

"At this time there is on-going confidential, privileged and commercially sensitive negotiations and litigation. I look forward to speaking more about this in due course," Bentley said in an email. He was not available for an interview.

During nine hours of recent testimony before a legislature committee, Bentley refused to tell the opposition parties how much the province could ultimately pay in penalties for cancelling the two gas-fired power plants after construction had begun on both.

"There was a motion that this information be given to the Estimates Committee and it was denied by both the Ontario Power Authority and the Ministry (of Energy)," said Prue, chairman of the committee.

"Bentley did provide a letter saying he would not discuss how much money is being offered or what they're on the hook for."

The Oakville gas plant was cancelled by the Liberals after well-heeled local opponents brought in American activist Erin Brockovich to speak against the project being located near a residential area.

Work on the Mississauga plant continued for weeks after the Oct. 6 election, even though the Liberal government made it clear the project would have to be located elsewhere.

The Liberals won 53 seats, one short of a majority government.

Barton, Neala (OPO)

From: Snyder, Trevor (CAB)
Sent: April-05-12 3:49 PM
To: @CAB-QPscrums
Subject: Transcript: Premier's Remarks and Avail at OPS Food Drive
Attachments: 20120405 - Premier's Remarks and Avail at OPS Food Drive.doc

PREMIER'S REMARKS AND AVAILABILITY AT OPS FOOD DRIVE

Date: April 5, 2012

Length: 13 minutes

Speaker(s): Premier Dalton McGuinty

PREMIER DALTON MCGUINTY: Thanks, everybody. Thanks for joining us here on the eve of what I hope will be a glorious Easter weekend for all of us in Ontario. And I want to wish everyone a great weekend with family and friends. You may have had the chance to get a few pictures over here and I just want to say off the top how proud I am of our public servants, of their work ethic and their charitable spirit. This is a relatively new tradition we've got going here at Queen's Park where we come together and we make a pretty big contribution to the food bank. Last year at this time I think there was about 22,000 pounds of food that we collected. And they tell me that's the single largest one-day effort made when it comes to helping out the Daily Bread Food Bank; so I'm very proud of them.

You heard some good news today: the job numbers are up; unemployment is down; spring is just around the corner; and there is a growing sense of optimism here in Ontario. There is some momentum and that's one of the reasons why we've got to keep working so hard together.

And that's why those of us who have the privilege of working in the public service — the contribution that we can make is to freeze our salaries so that we can do what needs to be done to protect our plan to balance our budget eventually and to protect jobs at the same time.

You know, I think one of the lowest priorities in the minds of Ontarians this weekend would be to have an election at some point before the summer. I think we've been there in the not too distant past. I think what they want us to focus on now is moving forward with a strong action plan that brings us to balance, that protects our healthcare, protects our schools, protects jobs where we can in the public sector — because when you protect those jobs, you're protecting public services ultimately; and also that continues to maintain the momentum that we're experiencing in our economy with growing vigor and a growing number of jobs. Thank you.

Q: (Inaudible) public sector wage freeze. The NDP today, their second demand was unveiled and talked about capping the hospitals — any public sector CEO or executive at twice your salary. Does that seem reasonable to you? Is it achievable (inaudible)?

PREMIER DALTON MCGUINTY: Well it doesn't surprise me that they put forward a request on that subject because it is something they've talked about before and it is something we've invited them specifically to do. But, Keith, as you know, what I've said is that rather than respond to them on an individual basis, I'm look forward to receiving the package in its entirety so that we can give that, I think, a more thoughtful consideration. But I must say I'm pleased to be involved in what I think is a healthy, respectful dialogue with the NDP. Having said that, we've got to keep an eye on new spending. You know, we find ourselves at a point in time where we can't take on new financial responsibilities. So I would throw that caution out there for my colleagues in the NDP.

Q (Speaking French): (Inaudible)

PREMIER DALTON MCGUINTY (Speaking French): I don't want to negotiate publicly. I appreciate the fact that Ms. Horwath wants to bring out her initiatives, her requests publicly, but what I would prefer is to receive all her requests and have a bit of time to consider what we can do. (Inaudible) always that we must avoid adding more spending in the public sector because we find ourselves in a period time where there isn't enough money, almost, even to afford to deliver the services we're already offering.

Q (Speaking French): (Inaudible)

PREMIER DALTON MCGUINTY (Speaking French): Of course. I ask myself what do Ontarians ask of me? What are their expectations? And I think it is to act in a professional way, to act with courtesy, to receive the requests of the NDP but also, at the same time, to not neglect my main responsibility to manage our economy, our finances in a responsible way.

Q: Premier, are you concerned to see equipment still arriving — train loads of equipment — still arriving at that Mississauga gas plant? A transformer arrived earlier this week, but today apparently (inaudible) three-dozen rail cars (inaudible). For a plant that's shut down, the neighbours are seeing an awful lot of activity.

PREMIER DALTON MCGUINTY: Well, you know, I can tell you that the plant is not going to be started up for sure. But I can tell you that there is a short-term storage requirement on the part of OPA, I believe it is, and that's what that available space is being used for. Yes, sir.

Q: (Inaudible) do you feel obligated to offer the NDP (inaudible). You don't just need two votes. You're going to need all of their votes. (Inaudible)

PREMIER DALTON MCGUINTY: I look forward to receiving their package in its entirety. We've received a couple of demands so far..I think it's — you know, I was just saying in French here, I think what I have to ask myself is, what do Ontarians expect of me? I think they expect me to take all the reasonable steps to find a way to make the government that they gave us work. So I will do that. But I will not cede my greater responsibility in government to make sure that we have a financially responsible plan. We've got a budget in place that we can in fact afford. So I've got to ferret out the reasonable from the unreasonable in terms of the requests that I get from the opposition. So, having said that, at least I think we're engaged in a pretty healthy and respectful dialogue, and we look forward to receiving the package in its entirety.

Q: Premier, can you go a bit further on that? I wanted you to kind of compare and contrast Ms. Horwath's approach with Tim Hudak's.

PREMIER DALTON MCGUINTY: Well, I just think the NDP are behaving more responsibly. Nobody gets everything they want, including us in government. You've got to reconcile competing interests. And we started from the get go trying to ensure that both opposition parties saw at least parts of themselves in the budget. What I can say about the NDP is at least they are making a sincere effort. They're sitting down and either we're meeting with them privately or they're putting forward demands publically; doesn't really matter. At the end of the day, we're receiving those and we're going to try to see if there's a way that we can come to some understanding without compromising the principles that inform the budget, without compromising our greater responsibility as the government to make sure we have a fiscal plan in place that gets the job done. It's not an easy time. We've got to make sure we have something in there that gets the job done. I think the problem with the PCs is they've abandoned that responsibility. They've abandoned an opportunity for them to lend further shape to the budget as well. I'm not sure we would have gotten there, but I just think in our business you've got to try.

Q: (Inaudible).

PREMIER DALTON MCGUINTY: Well, you know, I was disappointed at the outset when they indicated very clearly that they had no intention whatsoever of trying to support the budget or trying to change the budget in a way that they believe would make it supportable on their part.

Q: The tax on the rich that the NDP is proposing, do you think it might be an easy sell in the context? You said yourself that everybody has to do their part to get the province's books balanced. You told corporations corporate tax freezes (inaudible) on hold. So in that spirit, asking a very small number of very rich people to do their part -- do you think it might be (inaudible)?

PREMIER DALTON MCGUINTY: Well, I've said it before and I'll say it again: I'm very open to a tax on the media; those who work in the media should be taxed heavily.

[Laughter]

PREMIER DALTON MCGUINTY: I'm not going to speak to the specifics of that. I'm going to wait for all of the proposals to come in and then we'll get an opportunity to weigh everything in its entirety. And I think that does justice to the proposals being put to us by the NDP and I think it does justice to our responsibility that we owe all Ontarians. If we're going to get a proposal, let's take a look at the whole darn thing before we begin to pass judgement on individual components.

Q: (Inaudible)

PREMIER DALTON MCGUINTY: Sorry?

Q: (Inaudible)

PREMIER DALTON MCGUINTY: Who knows, who knows.

Q: George Smitherman said yesterday that under his watch there is no way in hell that Chris Mazza makes \$1.4 million. Is that not a rebuke of the current Health Minister?

PREMIER DALTON MCGUINTY: I was very grateful that Mr. Smitherman agreed to come before the committee and to speak. And I think he was very helpful in terms of laying out a better sense of some of the challenges that one individual at the head of such a massive ministry has got to take on. But I do -- I remain very supportive of Minister Matthews. And she has said what I have also said, which is that the Auditor General did a very thorough job and he specifically levelled some criticisms at our government. He said that we came up short in terms of having in place the necessary oversight measures. I accept those criticisms. And I think what we have to do now is find a way to move forward, ensure that we draw lessons -- not only insofar as it relates to our air ambulance service, but to government in general.

Q: (Inaudible)

PREMIER DALTON MCGUINTY: That's not something that we're looking at, no.

Q: (Inaudible).

PREMIER DALTON MCGUINTY: Well, we made a decision about that in the past and it's not something we're revisiting. To my knowledge, I don't think either the PCs or the NDP are proposing that at this point in time.

PREMIER DALTON MCGUINTY (Speaking French): Last one for you, sir.

Q (Speaking French): (inaudible)

PREMIER DALTON MCGUINTY (Speaking French): What I owe (inaudible), what I owe the NDP and all Ontarians is to wait to receive all the proposals by the opposition party, for us to properly consider. So until that time, I will reserve my opinion. I'm saying nothing.

PREMIER DALTON MCGUINTY: Thanks, everybody. Have a great weekend.

Barton, Neala (OPO)

From: Leslie, Keith <Keith.Leslie@thecanadianpress.com>
Sent: September-24-12 7:01 PM
To: Kett, Jennifer (ENERGY)
Cc: Barton, Neala (OPO); Babbage, Maria
Subject: Re: Relocation Agreement with TransCanada

I just got this now, 7pm.
I'll check with CP to see if problem our end.

----- Original Message -----

From: Kett, Jennifer (ENERGY) <Jennifer.Kett@ontario.ca>
To: Kett, Jennifer (ENERGY) <Jennifer.Kett@ontario.ca>
Cc: Barton, Neala (OPO) <Neala.Barton@ontario.ca>
Sent: Mon Sep 24 11:00:01 2012
Subject: Relocation Agreement with TransCanada

Dear Gallery,

Please see below a statement from the Minister of Energy, Chris Bentley on the relocation agreement with TransCanada Energy.

The Minister will be available this afternoon for interviews from 2-4pm this afternoon. Please email me your preferred time and I will arrange an interview.

Thanks,

Jennifer

Statement from Ontario Minister of Energy

September 24, 2012

Today, Chris Bentley, Minister of Energy, issued the following statement:

“I am pleased to announce that an agreement has been reached between the Ontario Power Authority and TransCanada Energy to relocate the proposed 900-megawatt natural gas plant originally planned for Oakville to lands at Ontario Power Generation’s Lennox Generating Station site near Bath, in eastern Ontario’s Lennox and Addington County.

I would like to thank the OPA, TransCanada and Ontario Power Generation for the work they have done over the past several months to reach this agreement.

The new site will take advantage of existing transmission lines and other infrastructure, as well as the expertise of local workers. The construction of the plant is expected to provide up to 600 construction jobs and approximately 25 permanent jobs.

The total costs that cannot be repurposed at the new site are approximately \$40 million. This includes all payments made in relation to the original site, including the cost of engineering design and permits.

The gas turbines originally slated for use at the Oakville plant will be repurposed and used at the Lennox facility. The OPA will purchase the turbines, the costs of which are included in the lower return TransCanada will receive for the electricity the plant produces.

The decision not to move forward with the plant at the original Oakville site was made after hearing overwhelming concerns from local residents and local elected officials.

This afternoon, in response to the Speaker's ruling, we will submit all relevant documents related to the Oakville gas plant, and the cancelled plant in Mississauga, to the Standing Committee on Estimates, and also to both opposition parties.

We said we would release the documents, and sought only to ensure they were not released prematurely, at a time when their release could jeopardize these negotiations at a cost to taxpayers.

Over the coming days and weeks you will read and hear lots of numbers related to the cost of the plant relocation. The only accurate cost to taxpayers for this relocation is \$40 million.

Today's relocation announcement helps support Ontario's plan to modernize the province's electricity infrastructure, clean up the air we breathe and end the use of coal by 2014."

Date: September 24, 2012.

To: Joanne Butler,
Vice president, OPA.

Derek Leung,
Manager, Contract management, OPA.

Dalton McGuinty,
Premier, Ontario.

Chris Bentley,
Minister of Energy, Ontario.

Mike Lyle,
Legal Counsel, OPA.

Re: Eastern Power Developers, Brock West Closure.

Dear Sirs and Madam,

We, the employees of Eastern Power Developers – Brock West power plant, have all received termination notices effective from the 19th September, 2012. This is a direct result of a failure to negotiate a contract between the Ontario Power Authority and Eastern Power.

1. Are the negotiations still ongoing?
2. Can you please provide us with an explanation as why you choose not to extend our current contract while a new one is being negotiated?
3. Has the closure of the Brock West power plant been politically motivated as a result of the Mississauga project (Green Field south) relocation?
4. Our employer was giving us positive feedback from the last set of negotiations why would we not as employees be give more then two days notice of a plant closer.

Please respond forthwith to our concerns at

and

Sincerely

Eastern Power employees'

case # 1038474

feedbackid = 241248
 sendto = CSU <incomingcsu@cab.gov.on.ca>
 sendfrom = dmcguinty@premier.gov.on.ca
 sendreply =
 senderip =
 senddate = 07/17/2012
 preferredlanguage = English
 requesturl =
<https://correspondence.premier.gov.on.ca/en/feedback/submitAddress.aspx?FeedbackID=241248&SID=107114140>
 senderPreFix = Mr.
 sendername =
 senderFirstName =
 senderLastName =
 senderaddress =
 sendercity =
 senderpostalcode =
 senderprovince = Ontario
 senderemail =
 sendermessage = [REPLY=YES][QUESTION]

I don't understand putting the Gas Plant on the St. Clair River. The Americans have a huge coal fired generating plant directly across the river. The prevailing wind is from the west. Ontario gets all the emissions from the American Plant. Why bother building the gas plant?
 Toronto needs the extra Hydro from the Gas plant.
 Would you please reply to this email. I will than know that someone has read my email.

email address:
 mailing address:
 lastmodifieddate =

July 24, 2012

This email account is not monitored. Please do not reply directly to this email.
For further inquiries, direct your online message through
<https://correspondence.premier.gov.on.ca/en/feedback/default.aspx>.

Thanks for your online message regarding the relocation of the Greenfield South Power natural gas plant. I appreciate your taking the time to write.

As the issue you raised falls within the area of responsibility of my colleague the Honourable Chris Bentley, Minister of Energy, I've asked that the minister or a member of his staff respond to you directly.

Thanks again for contacting me. Please accept my best wishes.

Dalton McGuinty
Premier of Ontario

c: The Honourable Chris Bentley

Confidentiality Warning: This email contains information intended only for the use of the individual named above. If you have received this email in error, we would appreciate it if you could advise us through the Premier's website at <<https://correspondence.premier.gov.on.ca/en/feedback/default.aspx>> and destroy all copies of this message. Thank you.

case #1047279

feedbackid = 247263
sendto = CSU <incomingsu@cab.gov.on.ca>
sendfrom = dmcguinty@premier.gov.on.ca
sendreply =
senderip =
senddate = 09/24/2012
preferredlanguage = English
requesturl =
https://correspondence.premier.gov.on.ca/en/feedback/submitAddress.aspx?FeedbackID=247263&SID=109784800
senderPrefix = Mr.
sendername =
senderFirstName =
senderLastName =
senderaddress =
sendercity =
senderpostalcode =
senderprovince = Ontario
senderemail =
sendermessage = [REPLY=YES][PROBLEM] Mr. Premier:

I would appreciate a comprehensive accounting of the \$230 million cost assumed by your government, on behalf of the taxpayers of Ontario, for the changes made to the construction plans for the two generating stations in the GTA. This should include a rationale for these changes, and a detailed cost breakdown justifying these expenditures. As a taxpayer, I believe I am entitled to understand why you and your government have chosen to use my funds, and those of other taxpayers, in this manner. I await your prompt reply.

lastmodifieddate =

case #1038885

Premier Dalton McGuinty,

Enclosed is an editorial from the K-W Record. I agree with every word printed.

The 140 million dollar bill to cancel the Mississauga power plant, belongs to the Liberal government and should be considered an election expense.

I suggest that an amount should be deducted from the pay of every Liberal until the bill is paid.

Working people can no longer afford your mistakes.

C-Health, Orange Helicopters and now this?

It shows a total disregard for the taxpayers of this province.

A rank Liberal power play

Wake up Ontario, and see the full-blown political scandal exploding in the sanctimonious faces of the Liberal government. It is increasingly obvious that Premier Dalton McGuinty's gang used \$180 million of your money to help buy itself victory in last October's provincial election.

No less a person than Ontario Energy Minister Chris Bentley has admitted that Liberal campaign officials — not the government — made the controversial decision to kill construction of an unpopular Mississauga power plant just 10 days before the vote.

As a ploy it worked brilliantly: Three Liberal-held ridings were believed to be at risk. But the Liberals appeased local voters, snapped up all the seats and eked out a minority government, falling one seat short of a majority. And from the party's perspective, one of the best parts of it all is that the Mississauga seat sale cost the Liberals nothing — the poor working stiffs of Ontario foot the bill.

Indeed, the same Chris Bentley also revealed this week that the cancellation of this gas-fired plant will now cost the Ontario public \$180 million, mainly to pay those who built and financed the aborted project. Even if they're in an air-conditioned living room, the people of Ontario should be boiling mad.

This is absolutely not how important decisions should be made and represents nothing less than a betrayal of public trust. A reasonable interpretation of Bentley's own words is that crass politics, not sound energy policy, stopped work on the generating plant. His party's short-term goals trumped the long-term needs of the general public.

When the axe fell on the Mississauga power plant it wasn't expert Energy ministry staff who did the swinging. It was campaign officials — though whether this means elected politicians or paid party functionaries still remains a maddening mystery.

These nameless officials reversed the original decision to build the plant that followed an arduous, three-year approval process. Despite strong, local public opposition, Liberal politicians initially gave their blessing to the project. Only when they feared losing their jobs — months after construction had begun — did the Liberals consider it necessary to bow to the local voters.

This is unfair to the point that the Liberals could be accused of improperly influencing the election. They didn't merely promise to reverse the decision to build the power plant if re-elected. They announced that the project was dead and buried in the closing days of the election campaign. Of course, their Conservative and New Democrat opponents lacked the power to do this because they were not the government. As the government, the Liberals had an advantage over these rivals and were willing to exploit it. Integrity, ethics, duty — what do they matter?

What an inept, wasteful way to run this province. At a time of soaring hydro bills, when the province is facing a \$15-billion deficit and is desperate for new facilities to generate electricity, its government kills a project that would have provided more power and wastes a small fortune in the process. How many doctors could you hire, how many schools could you complete, how many roads could be built with the \$180 million the Liberals just flushed down the toilet?

Ontarians should demand answers. Who made this terrible decision? Was it a campaign worker or a politician? Give us the name or names. And then let them explain themselves. Someone in the Liberal government must accept accountability for this. Brad Duguid, currently Ontario's Minister of Economic Development and Innovation, was the Minister of Energy when the decision to kill this plant was made. We need to hear from him. Premier McGuinty, are you listening? The buck stops at your desk.

If the Liberals have any Teflon left after nearly nine years in government, the heat from Bentley's revelations should peel it off. This scandal should stick like an egg fried on a sidewalk in a heat wave.

Voters in the riding of Kitchener-Waterloo take note. When you vote in the upcoming byelection to send a new representative to Queen's Park you will decide whether the Liberals should win the extra seat they need to hold a majority government. Ask your

\$180M pricetag for killing Mississauga power plant outrageous: NDP

Mississauga councillors want power plant a provincial election issue

.There was no cabinet discussion prior to the election, formal or informal, about relocation (of the power plant).

Duncan clashed repeatedly with Conservatives and New Democrats on the committee, who insisted the decision to stop construction on the power project was motivated solely by a desire to preserve Liberal seats in the vote-rich area west of Toronto.

Once they realized it was a political problem the minister said it himself: we did this when we were down in the polls then all of a sudden they decided to react, said New Democrat Gilles Bisson.

And I just think thats a bad way of doing policy.

The Conservatives said the gas plant was cancelled after growing local opposition threatened the Liberals chances at re-election.

I think the pictures pretty clear that this decision was a political one that was to serve the best interests of the Liberal party in order to save seats last October, and use your and my money to pay for it, said Progressive Conservative critic Michael Harris.

Duncan lost his patience with Harris at one point during their many exchanges, calling the rookie Tory MPP a pitiful joke for claiming the minister was comparing the gas plant with the deadly shopping mall collapse in Elliot Lake.

He later apologized, which Harris accepted.

The New Democrats released a copy of an email from Colin Andersen, CEO of the Ontario Power Authority, sent at 11:30 p.m. Sept 23, that suggested he had advance warning the Liberals were going to shut down the Mississauga plant.

The Liberal campaign sent out a press release cancelling the Mississauga project on Saturday, Sept. 24, but did not send it to any reporters actually covering their party.

The OPA confirmed Thursday that a Liberal campaign volunteer did inform the chairman of the agency's board of directors that the party was going to make an announcement.

The NDP wondered why the OPA would be given advance notice of a political decision by the Liberals campaign team.

Political parties are separate to what a government is, said Bisson.

The fact that there was a political decision made by the Liberal party that cost the taxpayers of Ontario a heck of a lot of money should concern us.

feedbackid = 241478
 sendto = CSU <incomingcsu@cab.gov.on.ca>
 sendfrom = dmcguinty@premier.gov.on.ca
 sendreply =
 senderip =
 senddate = 07/20/2012
 preferredlanguage = English
 requesturl =
 https://correspondence.premier.gov.on.ca/en/feedback/submitAddress.aspx?FeedbackID=241478&SID=107216260
 senderPreFix =
 sendername =
 senderFirstName =
 senderLastName =
 senderaddress =
 sendercity =
 senderpostalcode =
 senderprovince = Ontario
 senderemail =

sendermessage = [REPLY=YES] [] I've been reading the various articles regarding the plant closure and the \$190mm+ cost and the reason for the cancellation...it was a political decision for votes...i don't think we should pay for your political error...I think you need to resign for this blunder, enough is enough with your party and it's inability to do the right thing...be respectful of Ontarians and do the right thing, resign...i have not voted Liberal again since you took office and lied to us re the health tax, and won't until you leave....

=====

Liberals made \$190M decision to scrap power plant when behind in polls, Ontarios finance minister admits
 Keith Leslie, The Canadian Press Jul 19, 2012 7:44 PM ET

Aaron Lynett / National Post
 .Comments Email Twitter

The Liberal campaign decided to halt construction of a power plant in Mississauga days before last falls election when they were behind in the polls, Finance Minister Dwight Duncan admitted Thursday.

Ontario taxpayers are on the hook for \$190-million for scrapping the project the Liberals had championed and supported until it looked like they might lose the Oct. 6 election.

This was a campaign undertaking at a time when I think we were still behind in the polls, so it required a government decision which occurred after the election, Duncan told the estimates committee.

Related

: Dalton McGuintys power plant fiasco is vote-buying at its worst

Duncan also warned the opposition parties against inflating their estimates of the potential cost of the Liberals decision to cancel another power station in neighbouring Oakville, again because of widespread local opposition.

Comments about Oakville at \$1 billion are frankly reckless, Duncan told the committee.

The Oakville gas-fired station was supposed to be much larger than the other cancelled project, and the opposition parties expect it will cost a lot more than the \$190 million tab for Mississauga.

lastmodifieddate =

case #1038396

feedbackid = 241210
sendto = CSU <incomingcsu@cab.gov.on.ca>
sendfrom = dmcguinty@premier.gov.on.ca
sendreply =
senderip =
senddate = 07/16/2012
preferredlanguage = English
requesturl =
https://correspondence.premier.gov.on.ca/en/feedback/submitAddress.aspx?FeedbackID=241210&SID=107097268
senderPreFix =
sendername =
senderFirstName =
senderLastName =
senderaddress =
sendercity =
senderpostalcode =
senderprovince = Ontario
senderemail =
sendermessage = [REPLY=YES] [PROBLEM] Since the power generating
plant contract west of Toronto was cancelled purely to benefit the
Ontario liberal party, the liberal party should pay all of the costs for
breaching this contract.
Call me maybe

lastmodifieddate =

Ali-Zada, Vera (CAB)

case # 1037968

From: McGuinty_Dalton-MPP-CO [dmcguinty.mpp.co@liberal.ola.org]
Sent: July-11-12 2:50 PM
To: dmcguinty@premier.gov.on.ca
Subject: FW: Mississauga power plant: Cash-strapped Ontario invests \$180-million in not building a power plant | Full Comment | National Post

Categories: Green Category

Terri-Lynne Robinson
Senior Constituency Assistant
Office of Hon. Dalton McGuinty/MPP Ottawa South
1795 Kilborn Avenue
Ottawa, ON
K1H 6N1
Tel: 613-736-9573
Fax: 613-736-7374

From:
Sent: July 11, 2012 1:47 PM
To: McGuinty_Dalton-MPP-CO
Cc: Tim Hudak; Sousa_Charles-MPP; mgurney@nationalpost.com
Subject: Mississauga power plant: Cash-strapped Ontario invests \$180-million in not building a power plant | Full Comment | National Post

<http://fullcomment.nationalpost.com/2012/07/11/cash-strapped-ontario-invests-180-million-in-not-building-a-power-plant/>

Surely the Sarnia alternative is not a replacement for the Mississauga plant. It is only a make up contract?

Add to this the costs of the Caledon fiasco. Throw in the contingent liability for the misadventures of the mental health facilities. Add the follies now almost forgotten involving medical records. Throw in a few billion to enhance the development prospects of the northern mining ventures. No telling yet what the total impact of the windmill fiascos will be but look for further lawsuits and their contingent liabilities. Aside from budgets that won't balance, unmanageable debts that continue to escalate, unhappy unions, class action lawsuits and overall fiscal incompetence in evidence everywhere, what other surprises do you have for us poor suckers, the taxpayers, in the coming months?

Ali-Zada, Vera (CAB)

case #1047597

From: McGuinty_Dalton-MPP-CO [dmcguinty.mpp.co@liberal.ola.org]
Sent: September-27-12 9:23 AM
To: dmcguinty@premier.gov.on.ca
Subject: FW: Power Plant Re-locations

Categories: Green Category

Terri-Lynne Robinson
Senior Constituency Assistant
Office of Hon. Dalton McGuinty/MPP Ottawa South
1795 Kilborn Avenue
Ottawa, ON
K1H 6N1
Tel: 613-736-9573
Fax: 613-736-7374

From: .
Sent: September 26, 2012 8:24 AM
To: McGuinty_Dalton-MPP-CO
Cc: Julia.Munro@pc.ola.org
Subject: FW: Power Plant Re-locations

Mr. Premier and Ms Munro:

Please be advised that I have taken the following action. Such conduct by a government in the midst of an election is unheard of in my experience. I believe that the current government is in office *illegally*.

I am amazed that the Chief Electoral Officer of the province has not already launched a full investigation into this situation, if that is indeed the case. I have heard of no investigation by his office, and that concerns me all the more. I trust that we will soon get factual answers as to the propriety of this behaviour at the height of an election campaign.

With regret,

From: .
To: info@elections.on.ca
Subject: Power Plant Re-locations
Date: Tue, 25 Sep 2012 07:40:34 -0400

Dear Sir:

Can you please advise whether your office is investigating the abrupt cancellation of a power plant, already under construction in Mississauga, during the recent provincial election? I have heard nothing of such an investigation to date, which greatly surprises me in the circumstances.

If not, I would request that such an inquiry be launched. Can you please outline for me the steps a citizen must take to

initiate such?

This action, taken in the midst of an election campaign, is highly irregular. In my view, it was tantamount to offering each voter in that riding, and perhaps neighbouring ones, a sum of money for their votes. I understand that this action by the government will cost all Ontario taxpayers at least \$190 million, and likely much more. This conduct is overtly corrupt on its face.

Thank you kindly for updating me on this serious situation. I believe it poses a grave threat to our electoral system in Ontario.

Yours sincerely,

case # 1040753

July 16, 2012

Dalton McGuinty
Premier
Legislative Building
Queen's Park
Toronto ON M7A 1A1

Dear Dalton McGuinty :

The act that you have taken regarding the cancellation of the power plant, scheduled to be built in Mississauga, will now require millions of dollars to be paid for out of the pockets of Canadian citizens. This \$180 million cost due to the cancelation in construction of this power plant was not the Liberal's money to spend, but however the money of Canadian citizens. These millions of dollars will now need to be paid for through our taxes and the outcome for these expenses will provide nothing for the betterment of Ontario.

This cancelled power plant earned the Liberals 4 member or provincial parliament seats, yet I ask you if it was worth the cost? The citizens of Ontario now have this burden that you have put on them with this large cost that they are now required to pay. This "seat-saving plan" that has so been put into action, with the cancellation of the Mississauga power plant, was nothing more then a short term problem solving method and the consequences of these actions will soon be rising to the surface.

With the greater Toronto areas' growing need for energy the power plant that will now be built in Sarnia is too great a distance away from where the energy is demanded. The citizen's do not want these power plant, nor do they want offshore wind turbines for that matter, however the recession will not last forever and people will then again continue to use great abundances of energy. Thank you for your time.

Sincerely,

Ali-Zada, Vera (CAB)

case # 1038940

From: McGuinty_Dalton-MPP-CO [dmcguinty.mpp.co@liberal.ola.org]
Sent: July-20-12 2:19 PM
To: dmcguinty@premier.gov.on.ca
Subject: FW: Liberals won't help pay \$190M for cancelling gas plant | CP24
Categories: Green Category

Terri-Lynne Robinson
Senior Constituency Assistant
Office of Hon. Dalton McGuinty/MPP Ottawa South
1795 Kilborn Avenue
Ottawa, ON
K1H 6N1
Tel: 613-736-9573
Fax: 613-736-7374

From:
Sent: July 19, 2012 3:16 PM
To: McGuinty_Dalton-MPP-CO
Cc: Bentley_Chris-MPP-CO; Hoskins_Eric-MPP-CO
Subject: Fw: Liberals won't help pay \$190M for cancelling gas plant | CP24

Dear Premier,

Further to my previous e-mail addressed to your Minister of Energy and my MPP, I am addressing you direct regarding your remarks reported below about your accountability for the irresponsible and unnecessary expense of cancelling the Mississauga power plant shortly before the last provincial election.

In this context, I am also referring to the remarks made by your Minister of Finance, Mr Duncan, today in the budget committee. He admitted that the decision to cancel and to relocate the Mississauga plant was made only a couple of weeks before the election, allegedly in response to strong resistance from the local population.

This "explanation" is odd, since common sense would have called for public consultations BEFORE EXPENDING ANY FUNDS on the establishment of this project. Listening to the interests of the local community and then following their wishes AFTER spending nearly \$200million is ludicrous and contradicts rational decision-making practice. One cannot only conclude that the cancellation was based on political opportunism.

As to your perception of "how democracy works", I suggest that you take a crash course in political science and history. If you seriously believe that your voters/taxpayers are liable for the cost of your election promises, you should have specified these costs to the whole electorate well before the election. Unfortunately, what you and your colleagues have done was deceptive and misleading.

This province is in dire fiscal straits and such misappropriation of public funds is unacceptable and counter-productive.

We have had the unnecessary costs of eHealth, Orange Ambulances etc. under your watch and now another wasteful expenditure. Do not be astonished if the public becomes increasingly cynical about politics and the way our "democracy" does not work.

Regards,

----- Forwarded Message -----

From:

To:

Sent: Tuesday, July 17, 2012 7:33:55 PM

Subject: Liberals won't help pay \$190M for cancelling gas plant | CP24

<http://www.cp24.com/news/liberals-won-t-help-pay-190m-for-cancelling-gas-plant-1.882395>

case #1037898

Ali-Zada, Vera (CAB)

From: McGuinty_Dalton-MPP-CO [dmcguinty.mpp.co@liberal.ola.org]
Sent: July-11-12 9:45 AM
To: dmcguinty@premier.gov.on.ca
Subject: FW: the price of power

Categories: Green Category

Terri-Lynne Robinson
Senior Constituency Assistant
Office of Hon. Dalton McGuinty/MPP Ottawa South
1795 Kilborn Avenue
Ottawa, ON
K1H 6N1
Tel: 613-736-9573
Fax: 613-736-7374

From:
Sent: July 11, 2012 9:00 AM
To: McGuinty_Dalton-MPP-CO
Subject: the price of power

So shifting the gas plant from Toronto to Sarnia cost us tax payers a measly \$180 million huh. So what, right.

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Ali-Zada, Vera (CAB)

case #1039334

From: Gullone, Anthony (CAB)
Sent: July-25-12 11:18 AM
To: Ali-Zada, Vera (CAB)
Subject: FW: Incoming Mail -

From: Malhi, Harry (OPO)
Sent: July 25, 2012 11:16 AM
To: Gullone, Anthony (CAB)
Subject: Incoming Mail -

Hi Anthony,

Could you please have this logged and processed.

Harry

From: -
Sent: July-24-12 3:27 PM

Name:
Address:
City:
Province: Ontario
Postal Code:
Phone:
Email:

You just spent \$190 million on cancelling a gas plant, what a waste of money. Now spend the same amount to do some good. give everyone on welfare and disability a raise of \$100, the food bank wasn't supposed to be there forever. People in canad shouldn't have to beg on the streets to get money for food, this is terrible.

Ali-Zada, Vera (CAB)

case #1038012

From: Gullone, Anthony (CAB)
Sent: July-12-12 11:42 AM
To: Ali-Zada, Vera (CAB)
Subject: FW: Incoming Mail - i

From: Malhi, Harry (OPO)
Sent: July 12, 2012 11:42 AM
To: Gullone, Anthony (CAB)
Subject: Incoming Mail -

Hi Anthony,

Could you please have this logged and processed?

Regards!
Harry

From:
Sent: July-11-12 6:23 PM

Name:
Address:
City:
Province: Ontario
Postal Code:
Phone:
Email:

I am ashamed at the latest news of the approximately \$180 million dollar issue in Mississauga with the power plant. How can this happen when your asking all Ontarians to assist with the deficit - your government continues with this wasteful spending while laying off public sector employees or freezing wages - how can you ask us to pay for these mistakes (Ornge, E-Health)- when your asking your ministries to be more accountable for the dollars they spend you must lead with accountability and not make decisions based on politics - do what is right and show that the liberal party and your followers that you have integrity and stop wasting tax payers dollars - shame on you.

feedbackid = 240955
 sendto = CSU <incomingcsu@cab.gov.on.ca>
 sendfrom = dmcguinty@premier.gov.on.ca
 sendreply =
 senderip =
 senddate = 07/11/2012
 preferredlanguage = English
 requesturl =
<https://correspondence.premier.gov.on.ca/en/feedback/submitAddress.aspx?FeedbackID=240955&SID=106984048>
 senderPreFix = Mr.
 sendername =
 senderFirstName =
 senderLastName =
 senderaddress =
 sendercity = Toronto
 senderpostalcode =
 senderprovince = Ontario
 senderemail =
 sendermessage = [REPLY=YES] [QUESTION]

Re: Missisauga Power Plant

I ask again a question I originally asked in late 2011.
 Question: In light of the recent deal the province has reached re the relocation of the "power plant" at a cost of unannounced "tens or hundreds million dollars" (now said to be \$180M. I am very concerned.

The decision to build in Missisauga was made and defended for six or more years by the McGuinty Gvt.

I pose the following to you.

(A) If the original decision (by McGuinty Gvt) is now deemed (by McGuinty Gvt) to have been the wrong decision,

I ask whose head / or heads is/are on the block for such a bad decision that is costing the overburdened Ontario taxpayer Millions of dollars (now put at \$180M)

(B) If the original decision is deemed the correct decision then should not the Justice Dept be investigating why (in my opinion) the reversal was a clear VOTE BUYING by you and the Liberal Party.

My understanding is that "VOTE BUYING" is illegal (or certainly should be) even in our "Colonial Style Democracy"

I look forward to your reply:

lastmodifieddate =

Ali-Zada, Vera (CAB)

case #1038047

From: McGuinty_Dalton-MPP-CO [dmcguinty.mpp.co@liberal.ola.org]
Sent: July-12-12 8:59 AM
To: dmcguinty@premier.gov.on.ca
Subject: FW: Relocation of Gas Plant

Categories: Green Category

Terri-Lynne Robinson
Senior Constituency Assistant
Office of Hon. Dalton McGuinty/MPP Ottawa South
1795 Kilborn Avenue
Ottawa, ON
K1H 6N1
Tel: 613-736-9573
Fax: 613-736-7374

From:
Sent: July 11, 2012 5:08 PM
To: McGuinty_Dalton-MPP-CO
Subject: Relocation of Gas Plant

Hi

I am writing to express my extreme displeasure at the waste of my hard earned tax dollars associated with the decision to relocate the gas plant. If your government didn't want it there, it shouldn't have been licensed in the first place.

Can you imagine a private business acting like this? They wouldn't be in business for very long.

One day maybe we'll get a government that treats taxpayer dollars like they are their own dollars. I can guarantee that if this money was coming out of your pocket, this decision would never have been made.

Shame on you and your ilk.

Toronto

case #1038006

feedbackid = 240996
sendto = CSU <incomingcsu@cab.gov.on.ca>
sendfrom = dmcguinty@premier.gov.on.ca
sendreply =
senderip =
senddate = 07/11/2012
preferredlanguage = English
requesturl =
https://correspondence.premier.gov.on.ca/en/feedback/submitAddress.aspx?FeedbackID=240996&SID=107002252
senderPreFix = Ms.
sendername =
senderfirstName =
senderlastName =
senderaddress =
sendercity =
senderpostalcode =
senderprovince = Ontario
senderemail =

sendermessage = [REPLY=YES][PROBLEM]

Hello...I am more than outraged regarding the over \$180 million dollars that your party incurred in cancelling the contract in Mississauga to save the Liberal seats in the election. \$180 million plus could have been better used for almost anything else our province's citizens need that now will have to be found at the expense of these same citizens. Perhaps hospitals that in danger of closing would not have to be closed. Perhaps Ontario Place could have remained open. Perhaps children's programs could have been subsidized to allow for more children to take advantage of. I imagine the Ontario public could've used the money for many different and productive purposes. At the very least whoever is responsible for this shameful use of our hard earned tax dollars should be fired. And not after a very expensive hearing dragging on for months. You know who it is so be honorable and remove this person(s). I am currently watching the news and it just said the cost is actually going to be closer to 5 million dollars!!!! Unbelievable. I am beyond angry as I imagine most people are. I can't think of anything else to say as my mind can't get past this travesty of misuse. And yes I would like a response as to how this will affect the Ontario public. Where will you be finding the funds? Will you be advising us as to who will be held responsible. Ultimately that would be yourself as the leader. Somehow though I suspect we'll be given political lip service. Regards, A very very disappointed voter.

lastmodifieddate =

case #1037965

Ali-Zada, Vera (CAB)

From: McGuinty_Dalton-MPP-CO [dmcguinty.mpp.co@liberal.ola.org]
Sent: July-11-12 4:48 PM
To: dmccguinty@premier.gov.on.ca
Subject: FW: Mississauga Power Plant Expense

Importance: High

Categories: Green Category

Terri-Lynne Robinson
Senior Constituency Assistant
Office of Hon. Dalton McGuinty/MPP Ottawa South
1795 Kilborn Avenue
Ottawa, ON
K1H 6N1
Tel: 613-736-9573
Fax: 613-736-7374

From:
Sent: July 11, 2012 4:38 PM
To: Colle_Mike-MPP; Duncan_Dwight-MPP; McGuinty_Dalton-MPP-CO
Subject: Mississauga Power Plant Expense
Importance: High

Dear Sirs,

Your announcement yesterday of the \$180 million expense to move the now terminated Mississauga power plant is the last straw: As you know this is a result of a purely political move. Why did you not consult with the local residents BEFORE construction began?? Where is the logic in all of this? As well, do we know how much the abandoned Oakville power plant is going to cost?

You guys came to power after signing a pledge not to raise our taxes. Then you imposed a **Health Surtax** and proceeded to waste \$1 billion of it on **e-Health** and \$100's of millions on **ORNGE**. Have you no shame? And more to the point, have you no respect for our tax dollars. I have been in between jobs for a while and to me every dollar counts. I struggle to pay all of your taxes and outrageously high Hydro bills.

The \$184 Million cost for the Mississauga fiasco **MUST** not be paid off through higher taxes or higher Hydro bills. You must find the money by saving elsewhere. There is no more money! It is time for some fiscal responsibility and respect for taxpayers from you guys.

Please advise us all where the money will be found as soon as possible.

Thank you.

case # 1047501

Ali-Zada, Vera (CAB)

From: McGuinty_Dalton-MPP-CO [dmcguinty.mpp.co@liberal.ola.org]
Sent: September-26-12 12:07 PM
To: dmguinty@premier.gov.on.ca
Subject: FW: Liberal deal to move Oakville gas-fired plant to Lennox will cost \$40M | Energy | News | Financial Post

Categories: Green Category

Terri-Lynne Robinson
Senior Constituency Assistant
Office of Hon. Dalton McGuinty/MPP Ottawa South
1795 Kilborn Avenue
Ottawa, ON
K1H 6N1
Tel: 613-736-9573
Fax: 613-736-7374

-----Original Message-----

From:
Sent: September 25, 2012 6:43 PM
To: Bentley_Chris-MPP-CO; McGuinty_Dalton-MPP-CO
Subject: Liberal deal to move Oakville gas-fired plant to Lennox will cost \$40M | Energy | News | Financial Post

<http://business.financialpost.com/2012/09/24/liberal-deal-to-move-oakville-gas-fired-plant-to-lennox-will-cost-40m/>

Mr.Premier and Minister,

The continuing saga of Ontario's flawed electricity plan and the unconscionable costs to taxpayers associated with the cancellation of Oakville and Mississauga power plants to satisfy political aims.

Sincerely,

case # 1038150

feedbackid = 237948
 sendto = CSU <incomingcsu@cab.gov.on.ca>
 sendfrom = dmcguinty@premier.gov.on.ca
 sendreply =
 senderip =
 senddate = 05/28/2012 .
 preferredlanguage = English
 requesturl =
<https://correspondence.premier.gov.on.ca/en/feedback/submitAddress.aspx?FeedbackID=237948&SID=105648940>
 senderPrefix = Mr.
 sendername =
 senderFirstName =
 senderLastName =
 senderaddress =
 sendercity =
 senderpostalcode =
 senderprovince = Ontario
 senderemail =
 sendermessage = [REPLY=YES] [QUESTION] I would like to know what
 the cost is to taxpayers to cancel the power project in Mississauga.
 lastmodifieddate =

Ali-Zada, Vera (CAB)

From: McGuinty_Dalton-MPP-CO [dmcguinty.mpp.co@liberal.ola.org]
Sent: April-02-12 11:05 AM
To: dmcguinty@premier.gov.on.ca
Subject: FW: Ontario government faces \$300-million suit for cancelling Mississauga gas plant - The Globe and Mail

Categories: Green Category

Terri-Lynne Robinson
Senior Constituency Assistant
Office of Hon. Dalton McGuinty/MPP Ottawa South
1795 Kilborn Avenue
Ottawa, ON
K1H 6N1
Tel: 613-736-9573
Fax: 613-736-7374

-----Original Message-----

From:
Sent: March 30, 2012 6:47 PM
To: McGuinty_Dalton-MPP-CO
Subject: Ontario government faces \$300-million suit for cancelling Mississauga gas plant - The Globe and Mail

\$300 Million more in taxes just to be flushed down the drain. \$300 Million for one Liberal seat.

From The Globe and Mail: Ontario government faces \$300-million suit for cancelling Mississauga gas plant - http://www.theglobeandmail.com/news/national/toronto/ontario-government-faces-300-million-suit-for-cancelling-mississauga-gas-plant/article2387744/?utm_source=Shared+Article+Sent+to+User&utm_medium=E-mail:+Newsletters+/-E-Blasts+/-etc.&utm_campaign=Shared+Web+Article+Links

Sent from my iPhone

Ali-Zada, Vera (CAB)

From: McGuinty_Dalton-MPP-CO [dmcguinty.mpp.co@liberal.ola.org]
Sent: July-11-12 4:48 PM
To: dmcguinty@premier.gov.on.ca
Subject: FW: settlement to scrap mississauga gas plant

Categories: Green Category

Terri-Lynne Robinson
Senior Constituency Assistant
Office of Hon. Dalton McGuinty/MPP Ottawa South
1795 Kilborn Avenue
Ottawa, ON
K1H 6N1
Tel: 613-736-9573
Fax: 613-736-7374

From:
Sent: July 11, 2012 4:44 PM
To: McGuinty_Dalton-MPP-CO
Subject: settlement to scrap mississauga gas plant

<http://www.thestar.com/news/canada/politics/article/1224516--liberals-say-settlement-to-scrap-mississauga-gas-plant-cost-180m>

Oh my gosh!

Well Dalton, what else are you hiding from the Ontario public! Call an emergency session ;

Someone needs to be held accountable for the way public funds are being MISMANAGED in Ontario (or should I say Toronto). So many scandals and NO accountability. All the money that has been wasted on ORNGE, "green" power, e-health, etc... and now this: scrapping/moving a power plant – just think of what USEFUL projects could potentially been successful.

Stand up, face the "music" and set-up methods to improve the accountability of your ministers, their aides, EVERYONE!!!

! the Liberals and their cronies are taking us down that path.

And if you feel can't do anything, then do the HONORABLE thing – call an election, resign, – DO SOMETHING, but DO NOT make up stories that you think Ontarians might accept.

You are the "leader" – take RESPONSIBILITY and start getting us OUT of the hole that YOU and your aides have dug us into. Don't cut health care, FIX the MISMANAGEMENT of PUBLIC funds – ie, MY tax dollar!

Ali-Zada, Vera (CAB)

From: McGuinty_Dalton-MPP-CO [dmcguinty.mpp.co@liberal.ola.org]
Sent: July-16-12 1:25 PM
To: dmcguinty@premier.gov.on.ca
Subject: FW: Hydro/eHealth

Categories: Green Category

Terri-Lynne Robinson
Senior Constituency Assistant
Office of Hon. Dalton McGuinty/MPP Ottawa South
1795 Kilborn Avenue
Ottawa, ON
K1H 6N1
Tel: 613-736-9573
Fax: 613-736-7374

From: .
Sent: July 15, 2012 9:53 AM
To: McGuinty_Dalton-MPP-CO
Cc: ahorwath-qp@ndp.on.ca; timhudak@niagara.net; Duncan_Dwight-MPP
Subject: Hydro/eHealth

Hey Dalt

What's these stories on the net and in the papers that to gain a few seats in the last election is going to cost me the taxpayer well over a 180 \$million because you cancelled a hydro project? Next we have the failed eHealth scandal that can't get off and running, costing me another 2 \$billion.

I love the fact you gave Elliot Lake \$2 million to help out.
Please tell me what you are doing with all the HST money????????????????????

case #1038593

feedbackid = 241331
sendto = CSU <incomingcsu@cab.gov.on.ca>
sendfrom = dmcguinty@premier.gov.on.ca
sendreply =
senderip =
senddate = 07/18/2012
preferredlanguage = English
requesturl =
<https://correspondence.premier.gov.on.ca/en/feedback/submitAddress.aspx?FeedbackID=241331&SID=107150992>
senderPrefix = Mr.
sendername = Mr.
senderFirstName =
senderLastName =
senderaddress =
sendercity =
senderpostalcode =
senderprovince = Ontario
senderemail =
sendermessage = [REPLY=YES] [QUESTION] Mr Premier,

I have been a Liberal all my life and one of your supporters.

I think you have done a good job in a very difficult world that is filled with deception, grandstanding, personal agendas, opportunists who for the most part cannot make it in the real world and the attraction of Public / Civil Servant benefits is so great almost anyone can get in these days plus out of control ambition and much overall challenge. This is so depressing to observe.

There also seem to be too few really qualified people in politics today - who understand issues, have experience in developing plans and solutions that make sense, are affordable and doable and can understand and listen to people - communicate well. You have presented yourself well and I think done a reasonably good job to date.

However, I must admit I was very upset to hear recently of the \$190 million dollar Energy/Power Plant issue. How can this happen? We spend \$190 million dollars of hard earned tax dollars and then we shut down the plan, move it and now the taxpayer has to absorb such a cost. Where is the accountability? In business a decision like that would cause immediate termination with possibly other consequences - yet in politics it all just gets manipulated through carefully worded communications.

I own a small business, have worked very hard in my life, have been . We enjoy life, have a great family, are still building our business which we only recently started but I am growing increasingly concerned with so many issues and mishaps and wasteful spending and it almost seems like very poor planning and execution. So distressing to see so much money being wasted and virtually no accountability. We have taught our children these values amongst others but when they see this happening at such high levels and large sums...what are they left to think? Government is a game, where no one really cares except for their own agenda, earnings and popularity.

simply cannot believe what and how they communicate some of their issues / messages today. Just no credibility or common sense in their actions at all and their deliveries are even worse.

But \$190 million!!!! An unbelievable sum of money and imagine what else we could do with that amount of money in badly needed areas in our economy or infrastructure or social needs.

We simply cannot afford to let these things happen and then not get properly addressed.

What is being done to prevent this from reoccurring?

Where are the brains and decision makers behind this? An outrageous thing to let happen.

The Feds (Conservatives) are no better with their Fighter Jets and Submarine debacles, those are in the billions and even the Auditor General initially makes some comments but ultimately looks the other way and nothing happens.

Dalton, we need accountability, transparency and good sound ethical management of our plans, funds and revenues and this requires what I call the 3 C's - courage and character and commitment, otherwise the spiral of disinterest in our leaders and politics for ALL BEING THE SAME and all untrustworthy will just continue to grow and we will never get things back on track and in order.

We simply cannot afford \$190 million mistakes.

How will this be fixed and can we have any confidence going forward?

A very concerned constituent and supporter.

Res:

Off: !

Cell:

lastmodifieddate =

case # 1038883

11 July 2012

The Premier of Ontario
The Hon Dalton McGuinty

Dear Sir,

I write to tell you that I am appalled and disgusted with your action to cancel the gas plant in Mississauga and relocate at an exorbitant cost of \$180 million.

You certainly have lost my vote.

Yours truly,

case # 1047999

feedbackid = 247869
sendto = CSU <incomingcsu@cab.gov.on.ca>
sendfrom = dmcguinty@premier.gov.on.ca
sendreply =
senderip =
senddate = 09/29/2012
preferredlanguage = English
requesturl =
https://correspondence.premier.gov.on.ca/en/feedback/submitAddress.aspx?FeedbackID=247869&SID=110053864
senderPrefix = Mr.
sendername =
senderFirstName =
senderLastName =
senderaddress =
sendercity = Ottawa
senderpostalcode =
senderprovince = Ontario
senderemail =
sendermessage = [REPLY=YES][QUESTION]

Dear Mr. McGuinty,

Your Liberal Government has wrecked Ontario's economy. That's in addition to all of your unkept promises, dare I say you have "bent" the truth a number of times, not only to your constituents, but to all of Ontario?

Please explain to me news reports that say, based on some recently released papers that the Government had delayed up to now, that your personal office has offered the company that was to build the two energy plants near Toronto cancelled by you personally, \$720 million to build a new energy plant near Bath, when the existing one there is hardly used at all (I heard it's used 1.5% of its capability - is this correct?), supposedly for the purpose of not having them sue Ontario for breaking these contracts, certainly not because we need such a new plant at that location. Not only did you cancel the two plants to suit your own needs to have the liberal candidates reelected there, you also bypassed normal channels to "renegotiate contracts" and you are using Ontario tax dollars for this. Where do you or your government get off using our tax dollars for personal gain, or Liberal Party gain, when hospital beds are being closed, right here in Ottawa? If I were to do something like this, I'd be prosecuted for fraud and would go to jail. Why should you be exempt from such process?

Mr. McGuinty, in my opinion you and the Ontario Liberals have lost all credibility through this and many other scandals.

because you continue to not keep your election promises,

Unfortunately, we do not have a recall policy. The other two parties could defeat your government on a vote of confidence, but apparently you decide what's a vote of confidence. Voters can't win by kicking you out, can we? Pity.

Dalton, you owe it to your constituents, and to all of Ontario: orchestrate your own defeat, not at budget time next Spring but NOW, so

that Ontario can begin recovery right away. Then, let the lawyers take over and

P.S. I live in your riding. I'm not a member of any political party. Nevertheless, I certainly would NOT wish to be associated with you or any of your self-serving group of Liberals.

lastmodifieddate =