

8.2.3.114	Exception: E2-114	Map #	By-law:

8.2.3.115	Exception: E2-115	Map # 43W	By-law: 0379-2009
In an E2-115 zone the applicable regulations shall be as specified for an E2 zone except that the following uses/regulations shall apply:			
Permitted Uses			
8.2.3.115.1 Lands zoned E2-115 shall only be used for the following:			
(1) Gas Bar			
(2) Motor Vehicle Wash Facility - Restricted			

8.2.3.116	Exception: E2-116	Map #	By-law:

8.2.3.117	Exception: E2-117	Map # 55	By-law: 0025-2011
In an E2-117 zone the permitted uses and applicable regulations shall be as specified for an E2 zone except that the following uses/regulations shall apply:			
Uses Not Permitted			
8.2.3.117.1	(1) Truck Terminal		
	(2) Waste Processing Station		
	(3) Waste Transfer Station		
	(4) Composting Facility		
	(5) Contractor Service Shop		
	(6) Motor Vehicle Repair Facility - Restricted		
	(7) Motor Vehicle Rental Facility		
	(8) Motor Vehicle Wash Facility - Restricted		
	(9) Gas Bar		
	(10) Motor Vehicle Service Station		
	(11) Motor Vehicle Sales, Leasing and/or Rental Facility - Commercial Motor Vehicles		
	(12) Overnight Accommodation		
	(13) Adult Video Store		
	(14) Adult Entertainment Establishment		
	(15) Body-Rub Establishment		
	(16) Cardlock Fuel Dispensing Facility		
	(17) Parking Lot		
	(18) University/College		
Regulations			
8.2.3.117.2	The provisions of Line 2.0 in Table 2.1.17.1 contained in Article 2.1.17.1 of this By-law shall not apply		
8.2.3.117.3	Minimum setback of all buildings and structures to the TransCanada Pipeline right-of-way		7.5 m
Holding Provision			
The holding symbol H is to be removed from the whole or any part of the lands zoned H-E2-117 by further amendment to Map 55 of Schedule B contained in Part 13 of this By-law, upon satisfaction of the following requirement:			
(1)	delivery of a noise assessment report to the satisfaction of the Transportation and Works Department of the City of Mississauga, confirming that stationary noise from the proposed uses is within the applicable Ministry of the Environment guidelines and will not have an adverse impact on the surrounding residential properties.		

8.2.3.118	Exception: E2-118	Map # 45W	By-law: 0259-2010
In an E2-118 zone the permitted uses and applicable regulations shall be as specified for an E2 zone except that the following uses/regulations shall apply:			
Additional Permitted Use			
8.2.3.118.1	(1)	Motor Vehicle Sales, Leasing and/or Rental Facility - Restricted	
Uses Not Permitted			
8.2.3.118.2	(1)	Truck Terminal	
	(2)	Waste Processing Station	
	(3)	Waste Transfer Station	
	(4)	Composting Facility	
	(5)	Body-Rub Establishment	
	(6)	Adult Entertainment Establishment	
	(7)	Night Club	
Regulations			
8.2.3.118.3	The regulations of Line 5.0 in Table 8.2.1 contained in Subsection 8.2.1 of this By-law shall not apply to a motor vehicle sales, leasing and/or rental facility - restricted		
8.2.3.118.4	For the purposes of this By-law, all lands zoned E2-118 shall be considered one (1) lot		
8.2.3.118.5	Minimum depth of a landscaped buffer along the lot line abutting the railway right-of-way		1.0 m
8.2.3.118.6	The lot line abutting Mississauga Road shall be deemed to be the front lot line		
8.2.3.118.7	Maximum front yard		7.5 m
8.2.3.118.8	Motor vehicle display and storage accessory to a motor vehicle sales, leasing and/or rental facility - restricted shall not be permitted between a wall of a building and Mississauga Road		

8.2.4 E3 Exception Zones

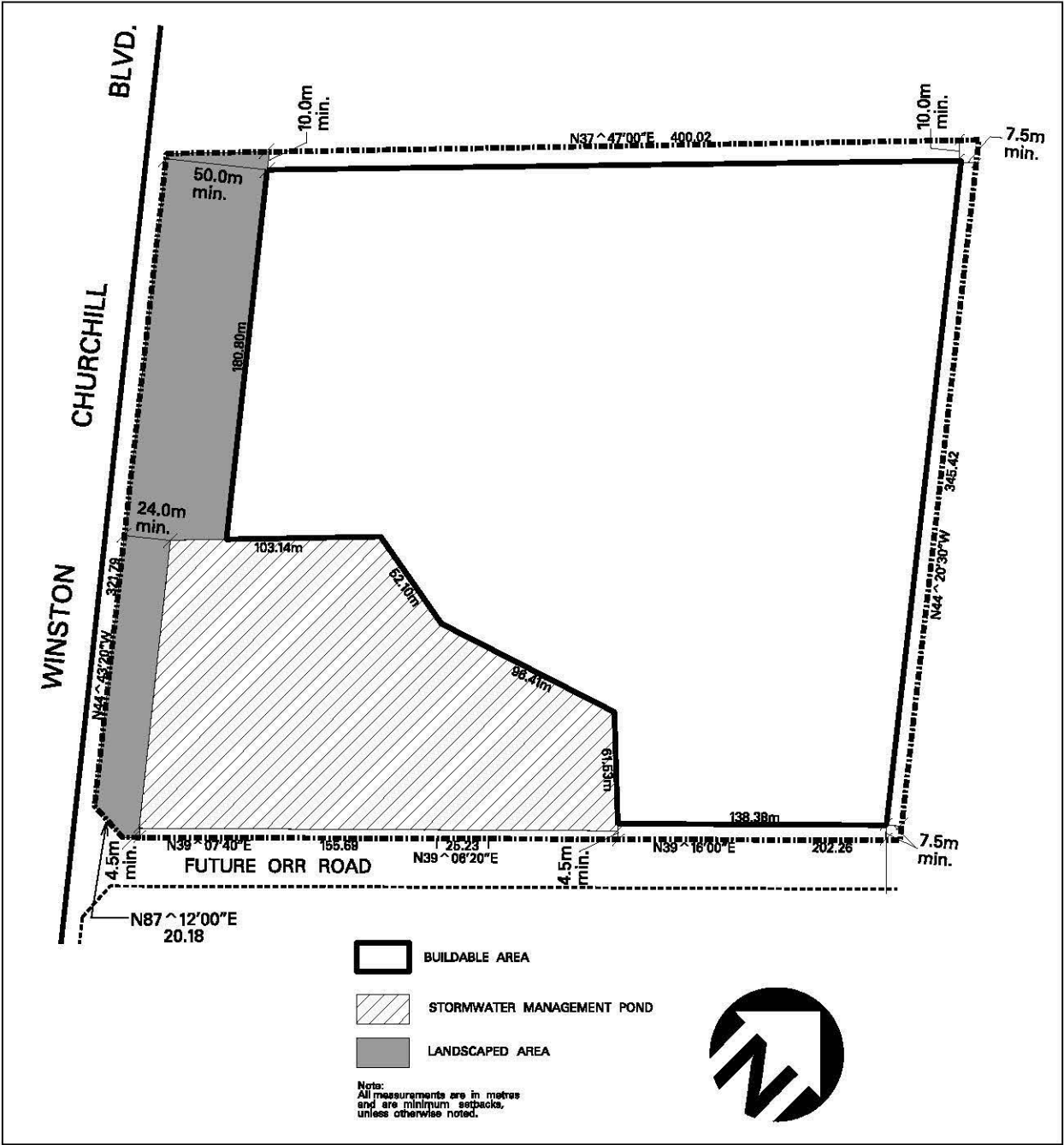
Refer to Article 1.1.2.3 - Exception Zones and Exception Zone Schedules

Appeal to By-law 0396-2009 - as it applies to 2424 Lakeshore Road West and the adjacent lands to the east owned by CertainTeed Gypsum Canada identified on Map 04.			
8.2.4.1	Exception: E3-1	Map # 03, 04	By-law: 0396-2009/ OMB Order 2010 May 17
In an E3-1 zone the permitted uses and applicable regulations shall be as specified for an E3 zone except that the following uses/regulations shall apply:			
Additional Permitted Use			
8.2.4.1.1	(1)	Use legally existing on the date of passing of this By-law	
Uses Not Permitted			
8.2.4.1.2	(1)	Transportation Facility	
	(2)	Truck Terminal	
	(3)	Waste Processing Station	
	(4)	Waste Transfer Station	
	(5)	Composting Facility	
	(6)	Outdoor Storage	
	(7)	Contractor Service Shop	
	(8)	Contractor's Yard	
	(9)	Vehicle Pound Facility	
	(10)	Motor Vehicle Body Repair Facility	
	(11)	Motor Vehicle Body Repair Facility - Commercial	
		Motor Vehicle	
	(12)	Adult Entertainment Establishment	
	(13)	Body-Rub Establishment	
	(14)	Cardlock Fuel Dispensing Facility	
Regulation			
8.2.4.1.3	Accessory outdoor storage of particulate materials such as but not limited to salt and sand shall be within enclosed containers, a structure with a minimum of three (3) sides and a roof, or otherwise covered		

8.2.4.2	Exception: E3-2	Map # 04	By-law: 0396-2009/ OMB Order 2010 May 17
In an E3-2 zone the permitted uses and applicable regulations shall be as specified for an E3 zone except that the following uses/regulations shall apply:			
Additional Permitted Uses			
8.2.4.2.1	(1)	Electric Power Generating Facility	
	(2)	Use legally existing on the date of passing of this By-law	
Uses Not Permitted			
8.2.4.2.1A	(1)	Transportation Facility	
	(2)	Truck Terminal	
	(3)	Waste Processing Station	
	(4)	Waste Transfer Station	
	(5)	Composting Facility	
	(6)	Outdoor Storage	
	(7)	Contractor Service Shop	
	(8)	Contractor's Yard	
	(9)	Vehicle Pound Facility	
	(10)	Motor Vehicle Body Repair Facility	
	(11)	Motor Vehicle Body Repair Facility - Commercial Motor Vehicle	
	(12)	Adult Entertainment Establishment	
	(13)	Body-Rub Establishment	
	(14)	Cardlock Fuel Dispensing Facility	
Regulations			
8.2.4.2.2	Maximum gross floor area - non-residential		13 500 m ²
8.2.4.2.3	Maximum gross floor area - non-residential used for an air-cooled condenser		10 220 m ²
8.2.4.2.4	Maximum area of a switchyard		4 400 m ²
8.2.4.2.5	Maximum height of all buildings and structures excluding accessory stacks and chimneys		40.0 m
8.2.4.2.6	Minimum number of parking spaces		71
8.2.4.2.7	Minimum number of parking spaces for persons with disabilities		2
8.2.4.2.8	"Electric Power Generating Facility" means buildings or structures or parts thereof used for the production of electrical power where the method of production uses only natural gas as a fuel and which includes a powerhouse, switchyard, air-cooled condenser and accessory structures related thereto		
8.2.4.2.9	"Powerhouse" means a building or structure used to enclose combustion turbines, mechanical equipment, electrical equipment, control room, administration area, workshops and labs used in the production of electricity		
8.2.4.2.10	"Switchyard" means an electrical switchyard and substation		
8.2.4.2.11	"Air-cooled Condenser" means a dry closed system that condenses steam turbine exhaust for reuse as feed water to the heat recovery boilers		
8.2.4.2.12	All site development plans shall comply with Schedule E3-2 of this Exception		
8.2.4.2.13	The areas which are identified as a stormwater management pond and landscaped area on Schedule E3-2 shall only be used for the purposes of stormwater management and landscaping including berms and fencing and no buildings or structures of any kind including accessory buildings, other than inlet and outlet headwalls and associated piping related to the stormwater management pond and site drainage, shall be erected and no parking permitted within these areas		

Exception E3-2 continued on next page

8.2.4.2	Exception: E3-2	Map # 04	By-law: 0396-2009/ OMB Order 2010 May 17
Exception E3-2 continued from previous page			
8.2.4.2.14	Accessory outdoor storage of particulate materials such as but not limited to salt and sand shall be within enclosed containers, a structure with a minimum of three (3) sides and a roof, or otherwise covered		



Schedule E3-2
Map 04

8.2.4.3	Exception: E3-3	Map # 40W	By-law:
In an E3-3 zone the permitted uses and applicable regulations shall be as specified for an E3 zone except that the following uses/regulations shall apply:			
Additional Permitted Uses			
8.2.4.3.1	(1)	Personal Service Establishment	
	(2)	Travel Agency	
	(3)	Photo Studio	

8.2.4.4	Exception: E3-4	Map # 42E	By-law:
In an E3-4 zone the permitted uses and applicable regulations shall be as specified for an E3 zone except that the following uses/regulations shall apply:			
Additional Permitted Use			
8.2.4.4.1	(1)	Salvage Yard	
Regulations			
8.2.4.4.2	A salvage yard operation shall be conducted within an enclosed building or structure or within an area surrounded by a rigid fence		
8.2.4.4.3	Storage of materials outside within enclosed containers will not be permitted		
8.2.4.4.4	Minimum height of fence		1.8 m
8.2.4.4.5	Maximum height of scrap metal and salvage stored on site		6.0 m

8.2.4.5	Exception: E3-5	Map # 50W	By-law:
In an E3-5 zone the permitted uses and applicable regulations shall be as specified for an E3 zone except that the following uses/regulations shall apply:			
Uses Not Permitted			
8.2.4.5.1	(1)	Adult Entertainment Establishment	
	(2)	Body-Rub Establishment	
Regulation			
8.2.4.5.2	Minimum setback of a building or structure to the future extension of Drew Road		7.5 m

8.2.4.6	Exception: E3-6	Map # 04	By-law: 0396-2009/ OMB Order 2010 May 17
In an E3-6 zone the permitted uses and applicable regulations shall be as specified for an E3 zone except that the following uses/regulations shall apply:			
Additional Permitted Uses			
8.2.4.6.1	(1)	Resource Extraction	
	(2)	Use legally existing on the date of passing of this By-law	
Uses Not Permitted			
8.2.4.6.2	(1)	Transportation Facility	
	(2)	Truck Terminal	
	(3)	Waste Processing Station	
	(4)	Waste Transfer Station	
	(5)	Composting Facility	

Part 8 - Employment Zones

8.2.4.7	Exception: E3-7	Map # 46E	By-law:
In an E3-7 zone the permitted uses and applicable regulations shall be as specified for an E3 zone except that the following uses/regulations shall apply:			
Additional Permitted Use			
8.2.4.7.1	(1)	Rail Yard	

8.2.4.8	Exception: E3-8	Map # 43E	By-law:
In an E3-8 zone the permitted uses and applicable regulations shall be as specified for an E3 zone except that the following uses/regulations shall apply:			
Additional Permitted Use			
8.2.4.8.1	(1)	Outdoor display and storage of tractor trailers	

8.2.4.9	Exception: E3-9	Map # 46E	By-law:
In an E3-9 zone the permitted uses and applicable regulations shall be as specified for an E3 zone except that the following uses/regulations shall apply:			
Uses Not Permitted			
8.2.4.9.1	(1)	Truck Terminal	
	(2)	Waste Processing Station	
	(3)	Waste Transfer Station	
	(4)	Composting Facility	
	(5)	Body-Rub Establishment	
	(6)	Adult Entertainment Establishment	
	(7)	Night Club	

8.2.4.10	Exception: E3-10	Map # 42W	By-law: 0358-2007
In an E3-10 zone the permitted uses and applicable regulations shall be as specified for an E3 zone except that the following uses/regulations shall apply:			
Regulation			
8.2.4.10.1	A fence having a minimum height of 2.1 m shall be required around the perimeter of the area to be used for outdoor storage for a vehicle pound facility, but in no event shall the fence be situated closer to any street line than any portion of the main building		

8.2.4.11	Exception: E3-11	Map # 04	By-law: 0396-2009/ OMB Order 2010 May 17
In an E3-11 zone the applicable regulations shall be as specified for an E3 zone except that the following uses/regulations shall apply:			
Permitted Use			
8.2.4.11.1	Lands zoned E3-11 shall only be used for the following:		
	(1)	Land farming accessory to the existing lubricants centre located at 385 Southdown Road zoned E3-1	
Regulation			
8.2.4.11.2	"Land Farming" means the biodegradation of petroleum refining wastes by naturally occurring soil bacteria by means of controlled application of the wastes to land followed by periodic tilling.		

8.2.4.12	Exception: E3-12	Map # 04	By-law: 0396-2009/ OMB Order 2010 May 17
In an E3-12 zone the permitted uses and applicable regulations shall be as specified for an E3 zone except that the following uses/regulations shall apply:			
Additional Permitted Use			
8.2.4.12.1	(1)	Use legally existing on the date of passing of this By-law	
Uses Not Permitted			
8.2.4.12.2	(1)	Transportation Facility	
	(2)	Truck Terminal	
	(3)	Waste Processing Station	
	(4)	Waste Transfer Station	
	(5)	Composting Facility	
Regulation			
8.2.4.12.3	Outdoor storage of particulate materials such as but not limited to salt and sand shall be within enclosed containers, a structure with a minimum of three (3) sides and a roof, or otherwise covered		

8.2.4.13	Exception: E3-13	Map # 03	By-law: 0396-2009/ OMB Order 2010 May 17
In an E3-13 zone the permitted uses and applicable regulations shall be as specified for an E3 zone except that the following uses/regulations shall apply:			
Additional Permitted Use			
8.2.4.13.1	(1)	Cardlock Fuel Dispensing Facility	
Uses Not Permitted			
8.2.4.13.2	(1)	Transportation Facility	
	(2)	Truck Terminal	
	(3)	Waste Processing Station	
	(4)	Waste Transfer Station	
	(5)	Composting Facility	
	(6)	Outdoor Storage	
	(7)	Contractor Service Shop	
	(8)	Contractor's Yard	
	(9)	Vehicle Pound Facility	
	(10)	Motor Vehicle Body Repair Facility	
	(11)	Motor Vehicle Body Repair Facility - Commercial Motor Vehicle	
	(12)	Adult Entertainment Establishment	
	(13)	Body-Rub Establishment	
Regulations			
8.2.4.13.3	The provisions contained in Subsection 8.1.5 of this By-law shall apply to all areas used for outdoor storage accessory to a permitted use		
8.2.4.13.4	Accessory outdoor storage of particulate materials such as but not limited to salt and sand shall be within enclosed containers, a structure with a minimum of three (3) sides and a roof, or otherwise covered		

8.2.4.14	Exception: E3-14	Map # 04	By-law: 0396-2009/OMB Order 2010 November 30
In an E3-14 zone the permitted uses and applicable regulations shall be as specified for an E3 zone except that the following uses/regulations shall apply:			
Additional Permitted Use			
8.2.4.14.1	(1)	Use legally existing on the date of passing of this By-law	
Uses Not Permitted			
8.2.4.14.2	(1)	Transportation Facility	
	(2)	Truck Terminal	
	(3)	Waste Processing Station	
	(4)	Waste Transfer Station	
	(5)	Composting Facility	
	(6)	Outdoor Storage	
	(7)	Contractor Service Shop	
	(8)	Contractor's Yard	
	(9)	Vehicle Pound Facility	
	(10)	Motor Vehicle Body Repair Facility	
	(11)	Motor Vehicle Body Repair Facility - Commercial Motor Vehicle	
	(12)	Adult Entertainment Establishment	
	(13)	Body-Rub Establishment	
	(14)	Cardlock Fuel Dispensing Facility	
Regulations			
8.2.4.14.3	Accessory outdoor storage of particulate materials such as but not limited to salt and sand shall be within enclosed containers, a structure with a minimum of three (3) sides and a roof, or otherwise covered		
8.2.4.14.4	Minimum setback of all buildings and structures to all lands zoned G1-16		5.0 m



THE CORPORATION OF THE CITY OF MISSISSAUGA BUILDING BY-LAW 29-11

WHEREAS Section 7 of the *Building Code Act, 1992*, S.O. 1992, Chapter 23, as amended authorizes Council to pass by-laws respecting construction, demolition and change of use permits and related matters;

AND WHEREAS the Council of the City of Mississauga desires to repeal By-law 0255-2005, as amended and enact a new Building By-law for the issuance of permits and related matters, including a fee schedule for all applicable building permit fees:

NOW THEREFORE the Council of The Corporation of the City of Mississauga ENACTS as follows:

PART I - DEFINITIONS

1. For the purposes of this By-law, the following definitions and interpretations shall govern:
 - (1) **“Act”** means the *Building Code Act, 1992*, S.O. 1992, Chapter 23 as amended;
 - (2) **“applicant”** means the owner of a building or property who applies for a permit or the person authorized by the owner to apply for a permit on the owner’s behalf;
 - (3) **“architect”** means a holder of a license, a certificate of practice, or a temporary license under the Architect’s Act;
 - (4) **“as constructed plans”** means as constructed plans as defined in the Building Code;
 - (5) **“building”** means a building as defined in Section 1.(1) of the Act;
 - (6) **“Building Code”** means the regulations made under Section 34 of the Act;
 - (7) **“Chief Building Official”** means the Chief Building Official appointed by Council under Section 3.(2) of the Act for purposes of enforcement of the Act;
 - (8) **“construct”** means to construct a building as defined in Section 1.(1) of the Act;
 - (9) **“City”** means The Corporation of the City of Mississauga;
 - (10) **“demolish”** means to do anything in the removal of a building or any material part thereof as defined in Section 1.(1) of the Act;
 - (11) **“forms”** means the applicable Provincial or municipal prescribed forms as set out in Schedule “C” to this By-law;
 - (12) **“inspector”** means an inspector appointed under Section 3.(2) of the Act;
 - (13) **“owner”** includes, in respect of the property on which the construction or demolition will take place, the registered owner, a lessee and a mortgagee in possession;
 - (14) **“permit”** means written permission or written authorization from the Chief Building Official to perform work regulated by this By-law and the Act, or to change the use of a building or part of a building or parts thereof as regulated by the Act;
 - (15) **“plumbing”** means plumbing as defined in Section 1.(1) of the Act;

- (16) “**professional engineer**” means a person who holds a license or a temporary license under the *Professional Engineer’s Act*;
 - (17) “**registered code agency**” means a person or entity that has the qualifications and meets the requirements described in subsection 15.11(4) of the Act;
 - (18) “**regulations**” means regulations made under the Act;
 - (19) “**sewage system**” means a sewage system as defined in Section 1.(1) of the Act;
 - (20) “**work**” means construction or demolition of a building or part thereof, as the case may be.
2. Terms not defined in this By-law shall have the meaning ascribed to them in the Act or the Building Code.

PART II - CLASS OF PERMIT

3. Classes of permits with respect to the construction, demolition and change of use of buildings and permit fees shall be as set out in Schedules “A” and “B” to this By-law.

PART III - PERMIT APPLICATION

4. To obtain a permit, the owner or an agent authorized in writing by the owner shall file with the Chief Building Official an application in the prescribed form as set out in Schedule “C” to this By-law.

General Requirements

5. All applications for a permit, in addition to meeting all other application requirements set out in this By-law, shall:
- (1) identify and describe in detail the work, use and occupancy to be covered by the permit for which the application is made;
 - (2) identify and describe in detail the existing uses and the proposed use(s) for which the premises are intended;
 - (3) include the legal description, the municipal address and where appropriate the unit number of the land on which the work is to be done;
 - (4) be accompanied by plans and specifications as described in Schedule “D” to this By-law;
 - (5) be accompanied by the required fees as calculated in accordance with Schedules “A” and “B” to this By-law;
 - (6) state the name, address and telephone number of the owner, and where the owner is not the applicant, the authorized agent, and where applicable, the qualified architect, engineer or other designer and the constructor or person hired to carry out the construction or demolition, as the case may be;
 - (7) when Division C, Part 1, Subsection 1.2.2. of the Building Code applies, be accompanied by a signed acknowledgement of the owner on the prescribed form that an architect or professional engineer, or both, have been retained to carry out the general review of the construction or demolition of the building;
 - (8) when Division C, Part 1, Subsection 1.2.2. of the Building Code applies, be accompanied by a signed statement of the architect or professional engineer, or both, on the form prescribed, undertaking to provide general review of the construction or demolition of the building;
 - (9) include, where applicable, the applicant’s registration number where an applicant is a builder or vendor as defined in the *Ontario New Home Warranties Plan Act*; and

- (10) be signed by the owner or authorized agent who shall certify as to the truth of the contents of the application.
6. In addition to the general requirements set out above, an application for a construction permit shall:
 - (1) use the provincial application form, “Application for a Permit to Construct or Demolish”; and
 - (2) include complete plans and specifications, documents and other information as required by Division C, Part 1, Sentence 1.3.1.3.(5) of the Building Code and as described in this By-law for the work covered by the permit.
7. In addition to the general requirements set out above, an application for a construction permit for part of a building shall:
 - (1) use the provincial application form, “Application for a Permit to Construct or Demolish”;
 - (2) include plans and specifications covering the work for which more expeditious approval is desired, together with such information pertaining to the remainder of the work as may be required by the Chief Building Official;
 - (3) be accompanied by the required fee for the entire project and required administrative fee for the partial permit as calculated in accordance with Schedule “A” to this By-law; and
 - (4) be deemed to be an incomplete application where a partial permit is requested.
8. In addition to the general requirements set out above, an application for a demolition permit shall:
 - (1) use the provincial application form, “Application for a Permit to Construct or Demolish”;
 - (2) when Division C, Part 1, Subsection 1.2.2. of the Building Code applies, be accompanied by a completed “General Review Demolition Commitment Certificate” form prescribed by the Chief Building Official in Schedule “C” to this By-law;
 - (3) include complete plans and specifications, documents and other information as required by Division C, Part 1, Sentence 1.3.1.3.(5) of the Building Code and as described in this By-law for the work to be covered by the permit; and
 - (4) indicate the method of demolition.
9. In addition to the general requirements set out above, an application for a conditional permit pursuant to subsection 8.(3) of the Act, shall:
 - (1) use the provincial application form, “Application for a Permit to Construct or Demolish”;
 - (2) include complete plans and specifications, documents and other information as required by Division C, Part 1, Sentence 1.3.1.3.(5) of the Building Code and as described in this By-law for the work to be covered by the permit;
 - (3) state the reasons why the applicant believes that unreasonable delays in construction would occur if a conditional permit is not granted;
 - (4) state the necessary approval which must be obtained in respect of the proposed building and the time in which such approvals will be obtained;
 - (5) state the time in which plans and specifications of the complete building will be filed with the Chief Building Official; and
 - (6) require the owner and such other persons as the Chief Building Official determines to enter into an agreement with the City.

10. In addition to the general requirements set out above, an application for a change of use permit shall:
- (1) use the provincial application form, “Application for a Permit to Construct or Demolish”;
 - (2) describe the building in which the use is to be changed, by a description that will readily identify and locate the building;
 - (3) identify and describe in detail the current and proposed uses of the building or part of a building for which the application is made; and
 - (4) include plans and specifications showing the current and proposed use of all parts of the building, and which contain sufficient information to establish compliance with the requirements of the Building Code.
11. An application for occupancy of an unfinished building permit pursuant to Division C, Part 1, Subsection 1.3.3. of the Building Code shall:
- (1) use the application form in Schedule “C to this By-law, “Application for Permit to Occupy a Building Prior to Completion”;
 - (2) indicate the total floor area proposed for occupancy;
 - (3) indicate the total number and location of units proposed for occupancy; and
 - (4) be signed by the owner or authorized agent who shall certify to the truth of the contents of the application.
12. In addition to the general requirements set out above, an application for a “sewage system” permit shall:
- (1) use the provincial application form “Application for a Permit to Construct or Demolish”;
 - (2) include complete plans and specifications, documents and other information as required under Division C, Part 1, Sentence 1.3.1.3.(5) of the Building Code and as described in this By-law for the work to be covered by the permit;
 - (3) include a site evaluation which shall include all of the following items, unless otherwise specified by the Chief Building Official:
 - (a) include the date the evaluation was done;
 - (b) include name, address, telephone number and signature of the person who prepared the evaluation;
 - (c) a scaled map of the site showing:
 - A. the legal description, lot size, property dimensions, existing right-of-ways, easements or municipal/utility corridors;
 - B. the location of items listed in Division B, Part 8, Column 1 of Tables 8.2.1.6.A: 8.2.1.6.B; and 8.2.1.6.C. of the Building Code;
 - C. the location of the proposed sewage system;
 - D. the location of any unsuitable disturbed or compacted areas;
 - E. proposed access routes for system maintenance;
 - F. depth to bedrock;
 - G. depth to zones of soil saturation;
 - H. soil properties, including soil permeability; and
 - I. soil conditions, including potential for flooding.

13. After the issuance of a permit under the Act notice of any material change to a plan, specification, document or other information on the basis of which the permit was issued, shall be given in writing, to the Chief Building Official together with the details of such change, which is not to be made without the prior written authorization of the Chief Building Official.
14. Where a material change set out in Section 13 of this By-law is substantial, then the Chief Building Official may require the applicant to submit an application for a revision to the permit in which case a revision permit must be issued by the Chief Building Official before any work described in the material change can be commenced.
15. The Chief Building Official may, where the relevant provisions of this By-law are met, issue a permit for part of a building subject to compliance with the Act, the Building Code and any other applicable law.
16. The Chief Building Official may, where the relevant provisions of this By-law and Subsections 8.(3) to 8.(5) of the Act, are met, issue a conditional permit for a building subject to compliance with the Act, the Building Code and any other applicable law.
17. The Chief Building Official is authorized to enter into agreements with respect to conditional permits.
18. The issuance of a permit for a part of a building or a conditional permit shall not be construed to authorize construction beyond that for which approval was given nor obligate the Chief Building Official to grant any further permit or permits for the building.
19. Where an application for a permit remains incomplete or inactive for six months after it is made, the application may be deemed by the Chief Building Official to have been abandoned and notice thereof shall be given to the applicant.
20. Where an application has been deemed to be abandoned, a new application must be filed for the proposed work.

PART IV - PLANS AND SPECIFICATIONS

21. Every applicant shall submit sufficient information, including plans, specifications, documents and other information, with each application for a permit to enable the Chief Building Official to determine whether or not the proposed construction, demolition or change of use will conform with the Act, the Building Code and any other applicable law.
22. Each application shall, unless otherwise determined by the Chief Building Official, be accompanied by two complete sets of plans and specifications required under this By-law.
23. Plans shall be drawn to scale on paper or other durable material, shall be legible and, without limiting the generality of the foregoing, shall include such working drawings as set out in Schedule "D" to this By-law.
24. Site Plans submitted shall be referenced to a current plan of survey certified by a registered Ontario Land Surveyor and a copy of such survey shall be filed with the City unless this requirement is waived by the Chief Building Official because he or she is able, without having a current plan of survey, to determine whether the proposed work is in compliance with the Act, the Building Code, and any other applicable law. The site plan shall show:
 - (1) lot size and the dimensions of property lines and setbacks to any existing or proposed buildings;
 - (2) existing and finished ground levels or grades; and
 - (3) existing right-of-way, easements and municipal services.

25. The Chief Building Official may refuse to accept an application for a permit if any of the requirements for the application set out in this By-law, Act or Building Code are deemed to be incomplete or insufficient at the time of application.
26. On completion of the construction, the Chief Building Official may require that a set of plans of the building or any class of buildings as constructed including a plan of survey showing the location be filed with the Chief Building Official.

PART V - ALTERNATIVE SOLUTIONS

27. Where an application for a permit or for authorization to make a material change to the plan, specification, document or other information on the basis of which a permit was issued, contains an alternative solution for which approval in accordance with Division C, Part 2, Section 2.1. is required, the application shall include documentation in accordance with Division C, Part 2, Article 2.1.1.1.
28. Such information shall be accompanied with the prescribed forms “Alternative Solution Authorization Form” and “Alternative Solution Application” as prescribed by the Chief Building Official in Schedule “C” to this By-law.

PART VI - PRESCRIBED NOTICES AND INSPECTIONS

29. The person to whom a permit has been issued under Subsection 8.(1) of the Act shall give to the Chief Building Official notice of the readiness for inspection in accordance with prescribed notices described in Division C, Part 1, Article 1.3.5.1., and Division C, Part 1, Article 1.3.5.3. of the Building Code. These mandatory notification stages and inspections are listed in Schedule “E” to this By-law.

PART VII - REGISTERED CODE AGENCIES

30. Where the City has entered into agreements with registered code agencies the Chief Building Official is authorized to enter into services agreements with registered code agencies and appoint them to perform specified functions from time to time pursuant to Section. 4.1 of the Act.

PART VIII - FEES

31. The Chief Building Official shall determine the required fees for the work proposed and the applicant shall pay the fees calculated in accordance with Schedule “A” and “B” to this By-law. No permit shall be issued until the fees therefore have been paid in full.
32. Any person who commences construction, demolition or changes the use of a building before submitting an application for a permit or before 14 calendar days have elapsed from the date on which an application for a permit has been accepted by the Chief Building Official unless the permit has already been issued, shall in addition to any other penalty under the Act, Building Code or this By-law pay an additional fee in accordance with Schedule “A” to this By-law, in order to compensate the City for the additional work incurred as a result of the commencement of the construction.
33. Where Fees payable in respect of an application for a construction or demolition permit issued under Subsection 8.(1) of the Act or a conditional permit issued under Subsection 8.(3) of the Act are based on a floor area, the floor area shall mean the total floor space of all stories above and below grade, measured as the horizontal area between the outer face of exterior walls and to the centre of party walls or demising walls.
34. Fees payable in respect of a conditional permit issued under Subsection 8.(3) of the Act shall be paid for the complete project plus the applicable additional fee in accordance with Schedule “A” to this By-law.
35. Where Fees payable in respect of an application for a change of use permit issued under Subsection 10.(1) of the Act are based on a floor area, the floor area shall mean the total floor space of all stories subject to the change of use.

PART IX - CHANGING PERMIT FEES

36. Prior to passing a By-law to change the fees the City shall:
- (1) hold at least one public meeting at which any person who attends has an opportunity to make representations with respect to the matter;
 - (2) ensure that a minimum of 21 days notice of the public meeting is given to every person and organization that has, within five years before the day of the meeting, requested such notice; and
 - (3) ensure that the notice include an estimate of the costs for administering and enforcing the Act, the amount of the fee and change to the existing fee and the rationale for imposing or changing the fee.
37. Any person or organization wishing to receive notice as set out above should make such request in writing to the Clerk's office.

PART X - REFUNDS

38. In the case of withdrawal of an application or, abandonment of all or a portion of the work or, the non-commencement of the work or, the refusal or revocation of a permit, upon written request by the applicant the Chief Building Official shall determine the amount of paid permit fees that may be refunded to the applicant, if any, in accordance with Schedule "A" to this By-law.

PART XI - PRE-APPLICATION ZONING AND APPLICABLE LAW REVIEW

39. An application for a complete review of zoning and applicable law may be submitted which shall:
1. Use the provincial application form "Application for a Permit to Construct or Demolish;
 2. Identify and describe in detail the work, use and occupancy (where applicable the existing use and occupancy), for which the application is made;
 3. Be accompanied by sufficient plans and specifications including a site plan and necessary architectural/engineering drawings to enable the Chief Building Official to determine compliance with zoning and applicable law requirements;
 4. Be accompanied by documents and information that will establish compliance with applicable law as set out in Division A, Part 1, Article 1.4.1.3. of the Building Code; and
 5. A review fee equal to 25% of the calculated building permit fee in accordance with Schedules "A" and "B" to this By-law.
40. A full review of the application and attached documentation will be conducted and the Chief Building Official will advise the applicant if:
1. The application complies with all requirements of the zoning by-law(s) and applicable law referred to in Division A, Part 1, Article 1.4.1.3. of the Building Code; or
 2. Identify in detail areas of non-compliance and/or additional information required to determine compliance.
41. Upon compliance with the zoning by-law(s) and all applicable law and, submission of a complete application for a building permit, the full 25% fee paid for this pre-application review shall be credited towards the applicable building permit fee.

PART X11 – FENCING

42. Where, in the opinion of the Chief Building Official, a construction or demolition site presents a particular hazard to the public, the Chief Building Official may, under Clauses 7.(1)(i) and 7.(1)(j) of the Act, require the erection of such fencing as the Chief Building Official deems necessary to abate that hazard.

43. The height of every fence shall be a minimum of 4 feet (1.2 meters) and a maximum of 6 feet (1.8 meters), to be measured from the highest adjacent grade and, shall be of a description as determined by the Chief Building Official.

PART XIII - TRANSFER OF PERMITS

44. Every person who acquires land on which construction or demolition is occurring in respect of which a permit has been issued, shall apply to transfer the permit.
45. Every application for a transfer of permit shall be submitted to the Chief Building Official and shall:
- (1) use the provincial application form, “Application for a Permit to Construct or Demolish”;
 - (2) include such information as may be determined by the Chief Building Official; and
 - (3) be accompanied by the required fee as required in Schedule “A” to this By-law.

PART XIV – PENALTY

46. Any person who contravenes any provision of this By-law is guilty of an offence and liable;
- (1) on a first conviction to a fine of not more than \$50,000.00 and
 - (2) on any subsequent conviction, to a fine of not more than \$100,000.00.
47. When the person convicted is a corporation, the maximum fines are \$100,000.00 on a first offence and \$200,000.00 for any subsequent offence.

PART XV – MISCELLANEOUS

48. All Schedules to this By-law form part of this By-law.
49. A reference to the singular or the masculine shall be deemed to refer to the plural or feminine as the context may require.
50. Should any section, subsection, clause or provision in this By-law be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of this By-law as a whole or any part thereof, other than the part so declared to be invalid.

PART XVI – SCHEDULES

51. The following Schedules are attached to and form part of this By-law:

Schedule “A”	Permit Fees and Refunds
Schedule “B”	Building Classification and Permit Fees
Schedule “C”	Forms
Schedule “D”	Plans and Specifications
Schedule “E”	Prescribed Notices/Inspections

PART XVII - REPEAL

52. By-law 0255-2005, as amended, is repealed effective at the end of the day on which this By-law is enacted and passed.

PART XVIII - SHORT TITLE

53. This By-law shall be known and may be cited as the “Building By-law”.

PART XVIX - EFFECTIVE DATE

54. This By-law comes into force at the beginning of the day after the day this By-law is enacted and passed.

ENACTED AND PASSED this 23rd day of February, 2011.

Signed by: Hazel McCallion, Mayor and Crystal Greer, City Clerk

SCHEDULE "A"

Permit Fees and Refunds

1. FEES

The minimum fee for a permit shall be \$120.00 for residential and \$200.00 for non-residential, unless stated otherwise.

1.1 CLASS OF PERMIT

PERMIT FEE

1.1.1 Construct a building as defined by Section 1 of the Building Code Act, including a building intended for farming purposes, may be divided into the following classes of permits:

See Schedule "B" for Building classifications and permit fees.

1.1.1.1 Complete Building

For new building construction including additions and alterations to existing buildings (this permit includes associated drains, plumbing and mechanical works, but does not include mechanical site services that serve more than one building.)

1.1.1.2 Foundation Component

1.1.1.3 Foundation to Roof Component (Superstructure)

1.1.1.4 Plumbing Component

1.1.1.5 Drain Component (this permit may include drains within a building and/or mechanical site services that serve one building only.)

1.1.1.6 Mechanical Component

For heating, ventilation, air conditioning and air contaminant extraction systems

1.1.1.7 Designated Structures

Includes all structures designated under Division A, Part 1, Article 1.3.1.1. of the **Building Code**

1.1.2 For permits required in Article 1.1.1.1 when divided into partial permits.

\$300.00 additional fee for each partial permit, unless stated otherwise.

1.1.3 Site services (for mechanical site services that serve more than one building.)

\$300.00 for each building or block of units serviced.

1.1.4 Sewage System

\$500.00 for a new or replacement sewage system.
\$250.00 for repairs to an existing sewage system.

1.1.5 Demolish a building or interior demolition

\$15.00 per 100 square metres or portion thereof of gross floor area demolished, minimum \$200.00.

1.1.6 Authorize occupancy of a building prior to its completion.

\$150.00 per dwelling unit or \$15.00 per 100 square metres or part thereof of a Commercial or Industrial Building.

SCHEDULE "A"

Permit Fees and Refunds

- | | | |
|---------------|---|--|
| 1.1.7 | Material change (revision) to a plan, specification, or other information accompanying a permit application, or on the basis of which a permit was issued by the Chief Building Official . | \$100.00 per hour or portion thereof of permit application review and site inspection required in relation thereto, if the hours are worked on regular time or \$150.00 per hour if worked on overtime. |
| 1.1.8 | Permit for change of use | \$100.00 per hour or portion thereof of permit application review and inspection time, minimum \$200.00. |
| 1.1.9 | Conditional permit | Regular fee for complete building plus an additional 20% of the fee, minimum \$500.00 to a maximum of \$5,000.00. |
| 1.1.10 | Transfer permit (to new owner) | \$150.00. |
| 1.1.11 | Duplicate copy of permit | \$100.00 |
| 1.1.12 | Alternative Solution Review | \$500.00 |
| 1.1.13 | Pre-Application Zoning and Applicable Law Review | 25% of the calculated building permit fee in accordance with Schedule "B" for Building Classification and Permit Fees. The full 25% of the calculated building permit fee will be credited to the applicant upon submission of a completed building permit application. |
| 1.2 | In order to compensate the City of Mississauga for additional work and expense in plan examination, if new, additional or revised information is submitted for a permit application which applies to some or all of the permit which has already been reviewed, the greater of \$125.00 or the additional review time spent, measured to the nearest whole hour, multiplied by the hourly rate of \$100.00, if the hours are worked on regular time or \$150.00 per hour if worked on overtime. | |
| 1.3 | Only applicants for building permits with a value of over \$5,000 may elect to either: | |
| | 1.3.1 Pay the full permit fee at the time of application; or | |
| | 1.3.2 Pay 50% of the full permit fee at the time of application per building permit application to a maximum amount of \$10,000 and the balance at the time of permit issuance. | |
| 1.4 | With respect to work commenced prior to permit issuance or permit application as described in 1.1.1, 1.1.2, 1.1.3, 1.1.4, 1.1.5 and 1.1.7 above, to compensate the municipality for the additional expenditure required because of such unlawful commencement, the permit fee prescribed shall be increased by the greater of \$75.00 or with respect to work commenced before permit application 20% and, with respect to work commenced after permit application, but before permit issuance, 10% of the required permit fee based on the entire work to be performed and exclusive of any part into which the application for permit may be sub-divided, to a maximum of \$5,000.00. | |

SCHEDULE "A"

Permit Fees and Refunds

2. REFUNDS OF PERMIT FEES

- 2.1 Pursuant to Part 10 of this By-law, the portion of the total calculated permit fee that may be refunded shall be a percentage of the total fees payable under this By-law, calculated as follows in regard to functions undertaken by the municipality:
- 2.1.1 85% if administrative functions only have been performed;
- 2.1.2 75% if administrative and zoning or **building code** permit application review functions only have been performed;
- 2.1.3 55% if administrative, zoning and **building code** permit application review functions have been performed;
- 2.1.4 45% if the permit has been issued and no field inspections have been performed subsequent to permit issuance, and
- 2.1.5 5% shall additionally be deducted for each field inspection that has been performed subsequent to permit issuance.
- 2.1.6 0% after a period of not less than three (3) years from the date of application being received, if the application has not been cancelled, or the permit has not been issued, or an issued permit has not been acted upon.
- 2.2 If the calculated refund is less than \$150.00, no refund shall be made for the fees paid.
- 2.3 The refund shall be returned to the owner named on the application for a building permit or person named on the fee receipt, unless such person advises the **Chief Building Official**, in writing and prior to the release of the refund, of a change in name, in which case the refund shall be returned to the person then authorized to receive it.
- 2.4 The refund, if applicable, shall be the difference between total calculated fee for functions undertaken and the deposit made at time of permit application.
- 2.5 If an overpayment of a permit fee occurs on a permit application and the overpayment is less than \$100.00 the difference will not be refunded.
- 2.6 No refund shall be applicable for the Pre-Application Zoning and Applicable Law Review.

SCHEDULE "B"

Building Classifications and Permit Fees

(1) CALCULATION OF PERMIT FEES

Permit fees shall be calculated based on the formula given below, unless otherwise specified in this schedule.

Permit Fee = Service Index (SI) X Total floor area (A),
where floor area (A) is measured to the outer face of exterior walls
and to the centre of party walls or demising walls, except when
calculating partition work.

(2) PERMIT FEES

Building Classification	Service Index (SI) \$/m²
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(A) **CONSTRUCTION:**

New buildings and additions:

Group A: Assembly Occupancies

Schools, libraries, churches, theatres, arenas, gymnasiums, pools, restaurants, recreation centre	14.55
Transit stations, subways, bus terminals	13.05
Banquet hall in a restaurant	14.55
Restaurant (shell)	11.00

Group B: Institutional Occupancies

Hospital, nursing homes, care homes, etc.	17.25
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Group C: Residential Occupancies

Detached, semis, townhouses, duplexes ($\leq 400\text{m}^2$)	11.05
Detached, semis, townhouses, duplexes ($> 400\text{m}^2$)	13.40
All other multiple unit residential buildings	9.80
Hotels, motels	14.35
Residential addition	9.35
Unheated addition	8.20
Detached garage/shed building to single dwelling	4.10
Issued Repeats to detached, semis, townhouses, duplexes ($\leq 400\text{m}^2$)	9.60
Issued Repeats to detached, semis, townhouses, duplexes ($> 400\text{m}^2$)	12.00

Group D: Business and Personal Services Occupancies

Office buildings (shell) up to 10 storeys	9.70
Office buildings (finished) up to 10 storeys	12.25
Offices buildings (shell) 10 storeys and over	10.75
Office buildings (finished) 10 storeys and over	13.05
Funeral homes, banks, medical clinic, fire halls, etc.	13.05

Group E: Mercantile Occupancies

Retail stores (shell/ strip plazas)	8.75
Retail stores (finished) supermarkets, department stores	10.75

SCHEDULE "B"

Building Classifications and Permit Fees

	Service Index (SI) \$/m ²
(A) CONSTRUCTION: (cont)	
Group F: Industrial Occupancies	
Warehouses, factories (shell)(≤2000m ²)	6.80
Warehouses, factories:	
(Single tenancy) (finished) (≤2000m ²)	7.80
Warehouses, factories (shell) (2001 to 5000m ²)	6.00
Warehouses, factories:	
(Single tenancy) (finished) (2001 to 5000m ²)	7.65
Warehouses, factories (shell) (>5000m ²)	5.40
Warehouses, factories :	
(Single tenancy) (finished) (>5000m ²)	7.50
Gas stations, car washes	8.85
Canopies over gas pumps, outside storage, etc.	3.75
Parking garages (underground)	4.95
Parking garages (open-air storeys)	4.35
Mezzanines and racking system	4.70
Miscellaneous:	
Permanent tents, air supported structures	3.50
Pedestrian bridges, crane runways, etc.	2.30
Farm buildings	3.50
Finishing basements (Detached, semis, townhouses, duplexes)	3.50
Unfinished basement (except detached, semis, townhouses, duplexes)	3.50
Repair or reclad wall (per surface area)	0.25
Ceiling (new or replacement)	0.35
Parking garage repairs	1.50
Sprinkler	0.35
Trailers or buildings on construction sites for office or sales purpose	8.15
New roof or replacement	3.50
(B) ALTERATIONS:	
Interior alterations and partitioning to new construction and change of occupancy classification:	
Group A: Assembly occupancies (restaurants, churches, etc.)	4.10
Group B: Institutional occupancies	3.00
Group C: Residential occupancies	3.00
Group D: Business and personal services occupancies	3.00
Group E: Mercantile occupancies	3.00
Group F: Industrial occupancies (≤5000m ²)	3.00
Industrial occupancies (>5000m ²)	1.60
(C) RENOVATIONS:	
Renovations, change of tenancy and minor alterations with less than 50% of partition relocation:	
Group A: Assembly occupancies (restaurants, churches etc.)	3.05
Group B: Institutional occupancies	2.20
Group C: Residential occupancies	2.20
Group D: Business and personal services occupancies	2.20
Group E: Mercantile occupancies	2.20
Group F: Industrial occupancies	2.20

SCHEDULE "B"

Building Classifications and Permit Fees

	ServiceIndex (SI) \$/m ²
(D) OTHER MISCELLANEOUS WORK:	Flat Fee
New portable classrooms, new mobile homes, etc.	\$400.00 each
Moving or relocating a building (portable classrooms, etc.)	\$200.00 each
Temporary tents	\$150.00 each
City temporary tents (see note #7)	\$150.00
Communication and transmission towers	\$250.00 each
Solar Collectors	
(detached dwelling, semi-detached dwelling, townhouse dwelling)	\$200.00
(industrial, commercial, institutional, and multi-residential)	\$400.00
Foundation for Tanks, Silos, Dust Collectors, etc.	\$250.00 each
Demising walls only	\$200.00 each
Fire alarm system	\$500.00
Fire suppression system	\$300.00
Electromagnetic locks	\$200.00 each
	Max. \$1,000.00
Decks, porches, basement walkout, etc. to single dwelling	\$100.00 each
Fireplaces, wood stoves, etc.	\$100.00 each
Window replacements (except for single dwelling)	\$6.00 each
Underground and above ground storage tank	\$250.00 per tank
Balcony guard replacements (per m.)	\$12.00/m
	Max. \$1,000.00
Retaining walls (per m.)	\$7.50/m
(E) MECHANICAL COMPONENTS:	
Heating, ventilation, air conditioning etc. (work independent of building permit):	
Group A: Assembly occupancies	0.90
Group B: Institutional occupancies	0.80
Group C: Residential occupancies	0.80
Group D: Business and personal service occupancies	0.80
Group E: Mercantile occupancies	0.80
Group F: Industrial occupancies	0.80
Miscellaneous Work:	Flat Fee Per Unit
Alternate heating systems – solar, geothermal, etc:	
(detached dwelling, semi-detached dwelling, townhouse dwelling)	\$150.00
(industrial, commercial, institutional, and multi-residential)	\$250.00
Commercial kitchen exhaust (including related make-up air)	\$250.00
Spray booth, dust collector etc	\$250.00/unit
Furnace replacement:	
(detached dwelling, semi-detached dwelling, townhouse dwelling)	\$150.00
Boiler replacement:	
(detached dwelling, semi-detached dwelling, townhouse dwelling)	\$150.00
(industrial, commercial, institutional, and multi-residential)	\$250.00
HVAC unit installation:	
(unit heater, rooftop unit, make-up air unit)	\$150.00
Minor alterations to mechanical systems	
(duct work only, space heater, exhaust fan)	\$200.00/unit

SCHEDULE "B"

Building Classifications and Permit Fees

	Service Index (SI) \$/m ²
(F) PLUMBING AND DRAIN COMPONENTS:	
Plumbing Fixtures:	Fee per Fixture
Group A: Assembly occupancies	\$ 25.00
Group B: Institutional occupancies	\$ 25.00
Group C: Detached, semis, townhouses and duplexes	\$ 25.00
All other residential buildings	\$ 25.00
Group D: Business and personal services occupancies	\$ 25.00
Group E: Mercantile occupancies	\$ 25.00
Group F: Industrial occupancies	\$ 25.00
	\$/lin.m
Miscellaneous Work:	
Inside sanitary and storm piping	1.10
Outside water services, sanitary and storm piping (when not included in complete building permit or permit for site services)	3.25
Replacement of Domestic Water Risers:	\$6 per riser per floor (minimum \$100)
Manholes, catchbasins, interceptors, sumps etc. (when not included in complete building permit or permit for site services)	\$ 25.00 each
Backwater preventor (detached dwelling, semi-detached dwelling, townhouse dwelling) (industrial, commercial, institutional, and multi-residential)	\$150.00 \$250.00
(G) <u>Signs</u>	
	<u>FEES</u> \$/m² *
All Signs	\$25.00 (minimum \$200.00)

Fee is per m² or part thereof, of the sign area of each sign face.

NOTES:

1. Fees for classes of permit not described or included in this schedule shall be determined by the **Chief Building Official**.
2. The occupancy classification shall be established in accordance with the occupancy definitions of the **Ontario Building Code**.
3. Except as provided in Item 5, the floor area is the sum of the areas of all floors including basement and shall be measured to the outer face of the walls.

SCHEDULE "B"
Building Classifications and Permit Fees

4. No deductions shall be made for openings within the floor area; i.e. stairs, elevators, ducts etc.
5. A garage serving only the dwelling unit to which it is attached or built in and an unfinished basement located within a dwelling unit shall not be included in the area calculations.
6. Issued models (house types) are referred to as "issued repeats." An "issued repeat application" is a repeat of the identical house design that the builder has previously submitted as a model for which a building permit has been issued.
7. City temporary tents are one or more tents which are installed as part of an outdoor special event which is hosted by a non-profit organization.

SCHEDULE "C"

FORMS

Applicable provincially mandated forms and municipal forms authorized under Clause 7.(1)(f) of the Building Code Act.

- Form 1 Application for a Permit to Construct or Demolish

- Form 2 Supplementary Information to Application for a Permit to Construct or Demolish

- Form 3 COMMITMENT TO GENERAL REVIEWS BY ARCHITECT AND ENGINEERS

- Form 4 APPLICATION FOR PERMIT TO OCCUPY A BUILDING PRIOR TO COMPLETION

- Form 5 Alternative Solution Authorization Form & Alternative Solution Application

- Form 6 GENERAL REVIEW DEMOLITION COMMITMENT CERTIFICATE

NOTE: *Forms are prescribed by the Chief Building Official, but not attached. As such, they may be amended to reflect changes to Provincial legislation, municipal by-laws, etc. Forms are available at the Building Division, 3rd floor, City Hall or on the website at www.mississauga.ca.*

SCHEDULE "D"

PLANS AND SPECIFICATIONS

Every application shall, unless otherwise determined by the Chief Building Official, be accompanied by two complete sets of working drawings prepared in accordance with generally accepted architectural and engineering practices, for the construction of the proposed building.

Submitted working drawings shall:

1. Be of sufficient details and contain all information to enable the Chief Building Official to determine whether the proposed construction, demolition or change of use conforms to the Act, the Building Code and, any other law:
2. Be dated and marked as “issued for construction”;
3. Be of sufficient detail to construct in accordance with submitted plans and specifications; and
4. Shall contain the necessary designer information as required by the Act.

SCHEDULE "E"

PRESCRIBED NOTICE/INSPECTIONS* OBC Division C, Part 1, 1.3.5.1.(2)/1.3.5.3		
Notice/Inspection	OBC Reference	Description
Footings	Division C – 1.3.5.1(2)(a)	Readiness to construct footings
Backfill	Division C – 1.3.5.1(2)(b)	Substantial completion of footings and foundations prior to commencement of backfilling.
Framing Part 9 Building	Division C – 1.3.5.1(2)(c)	Substantial completion of structural framing, if the building is within the scope of Division B Part 9.
Framing other than Part 9 Building	Division C – 1.3.5.1(2)(d)	Substantial completion of structural framing, if the building is not a building to which Clause Division C – 1.3.5.1(2)(c) applies.
HVAC Rough-In Part 9 Building	Division C – 1.3.5.1(2)(c)	Substantial completion of ductwork and piping for heating and air conditioning, if the building is within the scope of Division B Part 9.
HVAC Rough-In Other than Part 9 Building	Division C – 1.3.5.1(2)(d)	Substantial completion of rough-in, ventilation, air-conditioning and air-contaminant extraction equipment, if the building is not a building to which Clause Division C – 1.3.5.1(2)(c) applies.
Insulation	Division C – 1.3.5.1(2)(e)	Substantial completion of insulation, vapour barriers and air barriers.
Fire Separations	Division C – 1.3.5.1(2)(f)	Substantial completion of all required fire separations and closures.
Fire Protection Systems	Division C – 1.3.5.1(2)(f)	Substantial completion of all fire protection systems including standpipe, sprinkler, fire alarm, and emergency lighting systems.
Fire Access Routes	Division C – 1.3.5.1(2)(g)	Substantial completion of fire access routes.
Building Sewers	Division C – 1.3.5.1(2)(h)(i)	Readiness for inspection and testing of building sewers.
Building Drains	Division C – 1.3.5.1(2)(h)(i)	Readiness for inspection and testing of building drains.
Water Service Pipe	Division C – 1.3.5.1(2)(h)(ii)	Readiness for inspection and testing of water service pipe.
Fire Service Main	Division C – 1.3.5.1(2)(h)(iii)	Readiness for inspection and testing of fire service main.
Plumbing Rough-in – DWV	Division C – 1.3.5.1(2)(h)(iv)	Readiness for inspection and testing of drainage systems and venting systems .
Plumbing Rough-in – Water System	Division C – 1.3.5.1(2)(h)(v)	Readiness for inspection and testing of the water distribution system.
Plumbing Final	Division C – 1.3.5.1(2)(h)(vi)	Readiness for inspection and testing of plumbing fixtures and plumbing appliances.

SCHEDULE “E”

PRESCRIBED NOTICE/INSPECTIONS* OBC Division C, Part 1, 1.3.5.1.(2)/1.3.5.3		
Notice/Inspection	OBC Reference	Description
Pool/Spa Suction and Gravity Outlet System	Division C – 1.3.5.1(2)(i)	Readiness for inspection of suction and gravity outlets, covers and suction piping outlets of an outdoor pool described in Clause 1.3.1.1.(1)(j) of Division A, a public pool or spa.
Pool/Spa Circulation/ Recirculation System	Division C – 1.3.5.1(2)(j)	Substantial completion of the circulation/recirculation system of an outdoor pool as described in Clause 1.3.1.1.(1)(j) of Division A, a public pool or spa.
Sewage System Excavation	Division C – 1.3.5.1(2)(k)	Readiness to construct the sewage system.
Sewage System Completion	Division C – 1.3.5.1(2)(l)	Substantial completion of the installation of the sewage system before the commencement of backfilling.
Site Services	Division C – 1.3.5.1(2)(m)	Substantial completion of installation of plumbing not located in a structure before the commencement of backfilling.
Occupancy Prior to Completion	Division C – 1.3.5.1(2)(n)	Completion of construction and installation of components required to permit the issue of an occupancy permit under Sentence 1.3.3.1.(2) of Division C or to permit occupancy under Sentence 1.3.3.1.(1) of Division C if the building or part of the building to be occupied is not fully completed.
Final – Completion of Building **	BCA Section 11	Completion of the building or part prior to occupancy or use.
Final – Completion of Occupied Unfinished Building	Division C – 1.3.3.3.(1)	Completion of the building where a person has occupied or permitted the occupancy under Section 1.3.3. of Division C – Occupancy of Unfinished Building.

* Prescribed notices and/or inspections apply to all building types, unless otherwise noted.

** “Building” means, BCA 1.(1)

- (a) A structure occupying an area greater than ten square metres, consisting of a wall, roof and floor or any of them or a structural system serving the function thereof including all plumbing, works, fixtures and service systems appurtenant thereto.
- (b) A structure occupying an area of ten square metres or less that contains plumbing, including the plumbing appurtenant thereto.
- (c) Plumbing not located in a structure.
 - (c.1) A sewage system; or
- (d) Structures designated in the building code.

Cayley, Daniel (ENERGY)

From: Wong, Taia (JUS)
Sent: November-10-11 5:50 PM
To: McKinlay, Tom (JUS); Calwell, Carolyn (ENERGY); Perun, Halyna N. (ENERGY)
Cc: Slater, Craig (JUS); Scarfone, Janet (JUS)
Subject: RE: two letters to Greenfield - clean
Attachments: #21927562v5_LEGAL_1_ - Draft Greenfield South Cancellation Notice (ENE LSB) (7).doc

Here is what we just sent up. As Malliha mentioned, please see DAG's comment below.

From: Wilson, Malliha (JUS)
Sent: November 10, 2011 5:40 PM
To: 'Halyna.Perun@ontario.ca'; McKinlay, Tom (JUS); Calwell, Carolyn (ENERGY)
Cc: Slater, Craig (JUS); Scarfone, Janet (JUS); Wong, Taia (JUS)
Subject: Fw: two letters to Greenfield - clean

Sent from my BlackBerry Wireless Device

From: Brown, Meredith (JUS)
To: Wilson, Malliha (JUS); Wong, Taia (JUS)
Sent: Thu Nov 10 17:38:50 2011
Subject: Fw: two letters to Greenfield - clean

See dag's comment.

Sent using my BlackBerry device.

From: Segal, Murray (JUS)
To: Brown, Meredith (JUS)
Sent: Thu Nov 10 17:37:58 2011
Subject: Re: two letters to Greenfield - clean

Seems fine. Dates need be checked Within letters

Sent from my BlackBerry Wireless Device

From: Brown, Meredith (JUS)
To: Segal, Murray (JUS)
Sent: Thu Nov 10 17:31:30 2011
Subject: FW: two letters to Greenfield - clean

Attached is the first letter.

From: Wilson, Malliha (JUS)
Sent: November 10, 2011 5:30 PM
To: Brown, Meredith (JUS)
Cc: Wong, Taia (JUS)
Subject: FW: two letters to Greenfield - clean

From: Wong, Taia (JUS)
Sent: November 10, 2011 5:29 PM
To: Wilson, Malliha (JUS)
Subject: two letters to Greenfield - clean

CONFIDENTIAL

November ●, 2011

Greenfield South Power Corporation
2275 Lakeshore Blvd. West, Suite 400
Toronto ON M8V 3Y3

Attention: Greg Vogt, President

Dear Mr. Vogt:

Re Amended and Restated Clean Energy Supply (ARCES) Contract between Greenfield South Power Corporation and Ontario Power Authority ("OPA") dated as of April 12, 2005 and amended and restated as of March 16, 2009 (the "Contract")

In response to the local community's concerns about the Greenfield South Generation Station, the Government has committed to relocate the plant. It is the OPA's continuing desire to reach mutual agreement to terminate the Contract and negotiate terms of a new contract for a facility in a different location. If these negotiations are not successful, the OPA will not proceed with the Contract.

In light of the above, the OPA requests that you cease all further work and activities in connection with the Facility (as defined in the Contract), other than anything that may be reasonably necessary in the circumstances to bring such work or activities to a conclusion.

This letter constitutes Confidential Information (as such term is defined in the Contract).

Sincerely,

ONTARIO POWER AUTHORITY

By: _____
Name: Colin Andersen
Title: Chief Executive Officer

c: Lang Michener LLP
Brookfield Place
181 Bay Street, Suite 2500
Toronto, Ontario M5J 2T7
Attention: Carl DeVuono
Fax: 416-304-3755

Draft & Privileged

CONFIDENTIAL

November ●, 2011

Greenfield South Power Corporation
2275 Lakeshore Blvd. West, Suite 400
Toronto ON M8V 3Y3

Attention: Greg Vogt, President

Dear Mr. Vogt:

Re Amended and Restated Clean Energy Supply (ARCES) Contract between Greenfield South Power Corporation and Ontario Power Authority (“OPA”) dated as of April 12, 2005 and amended and restated as of March 16, 2009 (the “Contract”)

[NTD: Choose paragraph A, B or C (or an appropriate variation on A, B or C) depending on the circumstances giving rise to the Stage II Letter.]

A.

It appears that despite the OPA’s letter sent to you on November ●, 2011, work is continuing on Greenfield South Generation Station. As a result, in order for us to act consistent with the Government’s commitment to relocate Greenfield South Generation Station, we are advising you that the OPA will not proceed with the Contract.

B.

On November ●, 2011, the OPA sent you a letter expressing its desire to reach a mutual agreement to terminate the Contract and negotiate terms of a new contract for a facility in a different location. To date, we have not been able to engage you in productive negotiations despite our best efforts. As a result, in order for us to act consistent with the Government’s commitment to relocate Greenfield South Generation Station, we are advising you that the OPA will not proceed with the Contract.

C.

On November ●, 2011, the OPA sent you a letter expressing its desire to reach a mutual agreement to terminate the Contract and negotiate terms of a new contract for a facility in a different location. The OPA also requested that you cease all further work and activities in connection with the Facility (as defined in the Contract), other than anything that may be reasonably necessary in the circumstances to bring such work or activities to a conclusion. To date, we have not been able to engage you in productive negotiations despite our best efforts and despite our request, work is continuing on Greenfield South Generation Station. As a result, in order for us to act consistent with the Government’s commitment to relocate Greenfield South Generation Station, we are advising you that the OPA will not proceed with the Contract.

Therefore, in light of your obligations to mitigate any damages resulting from the OPA’s decision not to proceed with the Contract, the OPA requires that you cease all further work and activities in connection with the Facility (as defined in the Contract), other than anything that

Draft & Privileged

may be reasonably necessary in the circumstances to bring such work or activities to a conclusion.

This letter constitutes Confidential Information (as such term is defined in the Contract).

Sincerely,

ONTARIO POWER AUTHORITY

By: _____
Name: Colin Andersen
Title: Chief Executive Officer

c: Lang Michener LLP
Brookfield Place
181 Bay Street, Suite 2500
Toronto, Ontario M5J 2T7
Attention: Carl DeVuono
Fax: 416-304-3755

Draft & Privileged

Draft & Privileged

Cayley, Daniel (ENERGY)

From: Jennings, Rick (ENERGY)
Sent: November-10-11 6:02 PM
To: Perun, Halyna N. (ENERGY); Calwell, Carolyn (ENERGY)
Cc: Lindsay, David (ENERGY)
Subject: FW: Gas plants

fyi

From: MacCallum, Doug (ENERGY)
Sent: November 10, 2011 4:25 PM
To: Jennings, Rick (ENERGY)
Cc: Poirier, Linda (ENERGY)
Subject: FW: Gas plants

Here's a link to a summary of the Duke Point plant, which quotes the \$120 million write-off and \$5.5 million to their partner. It was still under consideration though, not actually in construction, and it's officially a decision of BC Hydro and not the government.

Doug

From: Buchanan, Jack MEM:EX [mailto:Jack.Buchanan@gov.bc.ca]
Sent: November 10, 2011 4:17 PM
To: MacCallum, Doug (ENERGY)
Subject: RE: Gas plants

I'm sorry, you were right about the Alberni plant; a proposal for a natural gas plant hopped between three sites, including Port Alberni, before dying in Nanaimo. The IPP I was thinking about was a bit further up the highway.

This link has two stories written by Scott Simpson about the project's cancellation. Simpson is the Vancouver Sun's energy reporter and actually has a reasonable understanding of the sector in BC, so this is probably the best summary available. I can try to get more info on specific issues, if you'd like.

<http://www.sqwalk.com/blog/000376.html>

From: MacCallum, Doug (ENERGY) [mailto:Doug.MacCallum@ontario.ca]
Sent: Thursday, November 10, 2011 12:59 PM
To: Buchanan, Jack MEM:EX
Subject: RE: Gas plants

Thanks Jack.

Doug

From: Buchanan, Jack MEM:EX [mailto:Jack.Buchanan@gov.bc.ca]
Sent: November 10, 2011 3:27 PM
To: MacCallum, Doug (ENERGY)
Subject: RE: Gas plants

I'll see what I can find on the Duke Point project (we have an operating IPP gas plant in Port Alberni, but I think that contract was signed around the same time and Port Alberni's near Nanaimo, so it's easy to get them confused). What I remember off the top of my head (and I'm not an expert; this was over ten years ago and I did not work in this field at the time) is that it was a big controversy because the Crown utility sank millions of dollars into development over several years, and then it was cancelled before it reached the construction phase. This project was probably the main trigger to moving government policy towards IPP procurement. Government did not have faith in BC Hydro's ability to develop projects at a reasonable cost, and they also did not want to bear the risk of a particular project failing.

I don't believe that I have any examples of plants that began construction and were shuttered, though.

From: MacCallum, Doug (ENERGY) [mailto:Doug.MacCallum@ontario.ca]
Sent: Thursday, November 10, 2011 8:58 AM
To: Buchanan, Jack MEM:EX
Subject: Gas plants

Jack: there's controversy here over the announced cancellation of a new gas plant that's under construction here. Someone thought BC might have had a similar experience in the past - is there anything you could point me to on that? The closest I know of was the proposed Port Alberni gas generation project by BC Hydro that I understand was withdrawn back in 2001.

Thanks
Doug

Cayley, Daniel (ENERGY)

From: Calwell, Carolyn (ENERGY)
Sent: November-10-11 6:07 PM
To: Perun, Halyna N. (ENERGY)
Subject: FW: two letters to Greenfield - clean
Attachments: #21927562v5_LEGAL_1_ - Draft Greenfield South Cancellation Notice (ENE LSB) (7).doc

Duplicate attachment removed

This letter is in the form proposed by the OPA, with the OPA's placeholder referring to the government's action inserted to refer to "the government commitment".

Perhaps the best course is for you to respond to Mike's message to you yesterday indicating that the proposed letter from the Minister to the OPA (which has not yet been finalized with the Minister) says the "government remains committed to having the plant relocated". The letters to Greenfield should track that language.

Carolyn

From: Wong, Taia (JUS)
Sent: November 10, 2011 5:50 PM
To: McKinlay, Tom (JUS); Calwell, Carolyn (ENERGY); Perun, Halyna N. (ENERGY)
Cc: Slater, Craig (JUS); Scarfone, Janet (JUS)
Subject: RE: two letters to Greenfield - clean

Here is what we just sent up. As Malliha mentioned, please see DAG's comment below.

From: Wilson, Malliha (JUS)
Sent: November 10, 2011 5:40 PM
To: 'Halyna.Perun@ontario.ca'; McKinlay, Tom (JUS); Calwell, Carolyn (ENERGY)
Cc: Slater, Craig (JUS); Scarfone, Janet (JUS); Wong, Taia (JUS)
Subject: Fw: two letters to Greenfield - clean

Sent from my BlackBerry Wireless Device

From: Brown, Meredith (JUS)
To: Wilson, Malliha (JUS); Wong, Taia (JUS)
Sent: Thu Nov 10 17:38:50 2011
Subject: Fw: two letters to Greenfield - clean

See dag's comment.

Sent using my BlackBerry device.

From: Segal, Murray (JUS)
To: Brown, Meredith (JUS)
Sent: Thu Nov 10 17:37:58 2011
Subject: Re: two letters to Greenfield - clean

Seems fine. Dates need be checked Within letters

Sent from my BlackBerry Wireless Device

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To: Segal, Murray (JUS)
Sent: Thu Nov 10 17:31:30 2011
Subject: FW: two letters to Greenfield - clean

Attached is the first letter.

From: Wilson, Malliha (JUS)
Sent: November 10, 2011 5:30 PM
To: Brown, Meredith (JUS)
Cc: Wong, Taia (JUS)
Subject: FW: two letters to Greenfield - clean

From: Wong, Taia (JUS)
Sent: November 10, 2011 5:29 PM
To: Wilson, Malliha (JUS)
Subject: two letters to Greenfield - clean

Cayley, Daniel (ENERGY)

From: Perun, Halyna N. (ENERGY)
Sent: November-10-11 6:37 PM
To: 'Michael Lyle'
Cc: Calwell, Carolyn (ENERGY)
Subject: two letters to Greenfield
Attachments: Draft Greenfield South Cancellation Notice (ENE LSB) (7) (5).doc

Duplicate attachment removed

Privileged and Confidential

Hello Mike – the attached letters are in the form proposed by the OPA, with the OPA's placeholder referring to the government's action inserted to refer to "the government commitment" (highlighted in yellow). The proposed letter from the Minister to the OPA (which is with the Minister for review and has not yet been finalized) says the "government remains committed to having the plant relocated". So we request that the letters to Greenfield track that language. We'll let you know about the proposed Minister's letter when we know more. Thank you!

Halyna

Halyna N. Perun
A/Director
Legal Services Branch
Ministries of Energy & Infrastructure
777 Bay Street, 4th Floor, Suite 425
Toronto, ON M5G 2E5
Ph: (416) 325-6681 / Fax: (416) 325-1781
BB: (416) 671-2607
E-mail: Halyna.Perun2@ontario.ca

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Cayley, Daniel (ENERGY)

From: Lindsay, David (ENERGY)
Sent: November-11-11 9:54 AM
To: Calwell, Carolyn (ENERGY); Dunning, Rebecca (ENERGY); MacLennan, Craig (ENERGY)
Cc: Perun, Halyna N. (ENERGY); Silva, Joseph (ENERGY)
Subject: Re:

Halyna and I explained the situation and we have it covered.

David

From: Calwell, Carolyn (ENERGY)
To: Lindsay, David (ENERGY); Dunning, Rebecca (ENERGY); MacLennan, Craig (ENERGY)
Cc: Perun, Halyna N. (ENERGY); Silva, Joseph (ENERGY)
Sent: Fri Nov 11 09:33:17 2011
Subject: Re:

Sorry to miss the call - am on the hwy.

From: Lindsay, David (ENERGY)
To: Dunning, Rebecca (ENERGY); MacLennan, Craig (ENERGY); Calwell, Carolyn (ENERGY)
Cc: Perun, Halyna N. (ENERGY); Silva, Joseph (ENERGY)
Sent: Fri Nov 11 09:17:56 2011
Subject: Re:

Thanks Rebecca. The call is now in progress. It works.

From: Dunning, Rebecca (ENERGY)
To: MacLennan, Craig (ENERGY); Lindsay, David (ENERGY); Calwell, Carolyn (ENERGY)
Cc: Perun, Halyna N. (ENERGY); Silva, Joseph (ENERGY)
Sent: Fri Nov 11 09:16:16 2011
Subject: Re:

Reminder may not go off, but this is in all your calendars for 915.

From: MacLennan, Craig (ENERGY)
To: Lindsay, David (ENERGY); Calwell, Carolyn (ENERGY)
Cc: Dunning, Rebecca (ENERGY); Perun, Halyna N. (ENERGY); Silva, Joseph (ENERGY)
Sent: Fri Nov 11 09:14:20 2011
Subject: Re:

Grt.

From: Lindsay, David (ENERGY)
To: MacLennan, Craig (ENERGY); Calwell, Carolyn (ENERGY)
Cc: Dunning, Rebecca (ENERGY); Perun, Halyna N. (ENERGY); Silva, Joseph (ENERGY)
Sent: Fri Nov 11 09:05:11 2011
Subject: Re:

I will get Rebecca to set something up as soon as possible.

From: MacLennan, Craig (ENERGY)
To: Lindsay, David (ENERGY); Calwell, Carolyn (ENERGY)
Sent: Fri Nov 11 09:01:50 2011
Subject:

Can we have a conference call pls?

Craig MacLennan
Chief of Staff
Office of the Minister of Energy
Tel: 416-327-3550

Cayley, Daniel (ENERGY)

From: Kovesfalvi, Sylvia (ENERGY)
Sent: November-11-11 11:11 AM
To: King, Ryan (ENERGY); Calwell, Carolyn (ENERGY)
Subject: ASAP

Hi - pls provide comment asap - thank you.

Sent from my BlackBerry Wireless Handheld

From: McMichael, Rhonda (CAB)
To: Sharkawi, Rula (ENERGY); Kovesfalvi, Sylvia (ENERGY)
Sent: Fri Nov 11 10:58:10 2011
Subject: Fw:

Hi Rula and Sylvia -- see below -- Giles changes to pass thru policy/legal and also answers to a couple of follow-up qs. Thanks -- let me know if you have questions.

From: McMichael, Rhonda (CAB)
To: Gherson, Giles (CAB)
Cc: Lindsay, David (ENERGY); Betzner, Lynn (CAB)
Sent: Fri Nov 11 10:56:21 2011
Subject: Re:

Thanks Giles -- I think we'll need an answer to a follow-up question or two as well.

Does that mean work is going to stop immediately? What if it doesn't?

I'll work with Energy to craft.

From: Gherson, Giles (CAB)
To: McMichael, Rhonda (CAB)
Cc: Lindsay, David (ENERGY)
Sent: Fri Nov 11 10:03:14 2011
Subject: RE:

Thanks Rhonda,
I think this is all fine except for the response to the question about stopping work. I think it is far too weak. It reads:

We have notified Eastern that we are not proceeding with the contract. We will pursue further discussions about stopping work at the site.

I think we need to be messaging that we expect construction at this site to stop immediately while we pursue further discussions about relocating the plant.

Giles

416.325.3759 (o)

416.587.0983 (c)

From: McMichael, Rhonda (CAB)
Sent: November 11, 2011 6:32 AM
To: 'kristin.jenkins@powerauthority.on.ca'; 'colin.andersen@powerauthority.on.ca'; Lindsay, David (ENERGY); Wallace, Peter (FIN); Livingston, David (IO); 'abirchenough@cogeco.ca'; Mayman, Gadi (OFA); Imbrogno, Serge (OFA); Segal, Murray (JUS)
Cc: Gherson, Giles (CAB); Betzner, Lynn (CAB); Sharkawi, Rula (ENERGY); Hume, Steen (CAB)
Subject: Fw:

Please find attached revised q/a with OPA recommended changes, approved by Energy policy and legal.
(The attachments include both track changes and clean versions).

From: Kovesfalvi, Sylvia (ENERGY)
To: McMichael, Rhonda (CAB)
Cc: Sharkawi, Rula (ENERGY)
Sent: Thu Nov 10 20:57:46 2011
Subject:

Hi – attached are Legal's and policy's suggestions (in tracked version). See Legal's explanation below.

Also attached is a clean copy, accepting Legal, policy's and OPA's changes.

From: Calwell, Carolyn (ENERGY)
Sent: November 10, 2011 6:21 PM
To: Kovesfalvi, Sylvia (ENERGY)
Cc: King, Ryan (ENERGY)
Subject: FW: Urgent: 4:00 PM Meeting

Apologies for my delay – please see suggestions in the attached.

By way of explanation, rather than refer to the government's intention, proposed correspondence refers to the government's commitment to relocate the plant. Rather than say that the OPA "will seek further discussions" with Eastern, I would suggest that the "OPA will pursue" – which is a bit vaguer and more optimistic.

Carolyn

From: McMichael, Rhonda (CAB)
To: Sharkawi, Rula (ENERGY); Kovesfalvi, Sylvia (ENERGY)
Sent: Thu Nov 10 16:01:05 2011
Subject: FW: 4:00 PM Meeting

Can you take a look and pass thru your legal? thanks.

From: Kristin Jenkins [mailto:Kristin.Jenkins@powerauthority.on.ca]

Sent: November 10, 2011 3:22 PM

To: abirchenough@cogeco.ca; Colin Andersen; Lindsay, David (ENERGY); Michael Lyle; JoAnne Butler; Imbrogno, Serge (OFA); Mayman, Gadi (OFA); Segal, Murray (JUS); Livingston, David (IO); Betzner, Lynn (CAB); Wallace, Peter (FIN); Hume, Steen (CAB); McMichael, Rhonda (CAB)

Cc: Amaral-Costa, Maria (CAB)

Subject: RE: 4:00 PM Meeting

Attached are OPA's proposed revisions to the messaging and Qs and As circulated yesterday.

Kristin

Kristin Jenkins | Vice President, Corporate Communications | **Ontario Power Authority** | 120 Adelaide Street West, Suite 1600 | Toronto, ON M5H 1T1 | tel. 416.969.6007 | fax. 416.967.1947 | www.powerauthority.on.ca

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Fisher, Petra (ENERGY)

From: Lindsay, David (ENERGY)
Sent: November-11-11 11:15 AM
To: MacLennan, Craig (ENERGY)
Subject: Fw:

Hi Craig,

This additional sentence, as drafted by counsel, acknowledges that our Minister will engage is colleagues in any discussion on allocating compensation.

As Halyna notes, we will run it by the appropriate folks in the A.G.

Cabinet office understands the Minister's desire for this additional clarification and is supportive.

Once we get confirmation from AG I think we would share with OPA as a courtesy.

I would suggest that you discuss this with the Minister of Finance office and I will discuss it with the Deputy of Finance so everyone knows.

David

From: Perun, Halyna N. (ENERGY)
To: Lindsay, David (ENERGY)
Sent: Fri Nov 11 10:53:43 2011
Subject:

Confidential and Privileged – In Contemplation of Litigation – Draft for Discussion - Nov 11-

Hi Deputy – before I forward this to Malliha/Murray for comments - may I have your thoughts on this one sentence addition please?

[Note that the last sentence in the Jim Hind's letter to the Minister says: "Given our shared interest in ratepayer value, the board would then also like to commence a dialogue with you on the most appropriate way to allocate the compensation between the OPA and the Crown"]

+++++

Dear Mr. Hinds:

In response to your letter of November 10, 2011 and in recognition that community opposition to the Greenfield South Generation Facility is ongoing and well documented, I am writing to acknowledge the OPA's efforts to negotiate with the developer of the facility, Greenfield South Power Corporation, with an aim to achieving a satisfactory resolution concerning the Mississauga site. The government remains committed to having the plant relocated.

I have given careful consideration to public statements, correspondence to the government and resolutions of the Council of the City of Mississauga. While full recognition must be given to rate-payer value and the fair treatment of contractual counterparties, as suggested in your letter, in light of the strong and persistent opposition to the plant, the government supports the OPA's decision to not proceed with the contract and any other appropriate commercial and other steps that the OPA must take in seeking to stop construction of the gas plant at its current location. **I will be engaging my colleagues in any dialogue with you on the most appropriate way to allocate compensation between the OPA and the Crown.**

The circumstances in Mississauga are unique. The government remains committed to a strong, stable supply of electricity for Ontario and continued support of those making investments in Ontario's electricity system.

Halyna

Halyna N. Perun
A/Director
Legal Services Branch
Ministries of Energy & Infrastructure
777 Bay Street, 4th Floor, Suite 425
Toronto, ON M5G 2E5
Ph: (416) 325-6681 / Fax: (416) 325-1781
BB: (416) 671-2607
E-mail: Halyna.Perun2@ontario.ca

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Fisher, Petra (ENERGY)

From: Lindsay, David (ENERGY)
Sent: November-11-11 11:52 AM
To: MacLennan, Craig (ENERGY)
Subject: Re:

Agreed. Wouldn't share until we land.
Just got off the phone with Peter Wallace and he understands the additional sentence in the letter.

I explained that this is not about "getting permission" from the Min of Finance but making sure he is aware of a contingent liability and that his folks will be involved in any allocation to the fiscal discussions.

David

From: MacLennan, Craig (ENERGY)
To: Lindsay, David (ENERGY)
Sent: Fri Nov 11 11:32:32 2011
Subject: Re:

Before we share w opa I'd like to share with the Min.

From: Lindsay, David (ENERGY)
To: MacLennan, Craig (ENERGY)
Sent: Fri Nov 11 11:14:55 2011
Subject: Fw:

Hi Craig,

This additional sentence, as drafted by counsel, acknowledges that our Minister will engage is colleagues in any discussion on allocating compensation.

As Halyna notes, we will run it by the appropriate folks in the A.G.

Cabinet office understands the Minister's desire for this additional clarification and is supportive.

Once we get confirmation from AG I think we would share with OPA as a courtesy.

I would suggest that you discuss this with the Minister of Finance office and I will discuss it with the Deputy of Finance so everyone knows.

David

From: Perun, Halyna N. (ENERGY)
To: Lindsay, David (ENERGY)
Sent: Fri Nov 11 10:53:43 2011
Subject:

Confidential and Privileged – In Contemplation of Litigation – Draft for Discussion - Nov 11-

Hi Deputy – before I forward this to Malliha/Murray for comments - may I have your thoughts on this one sentence addition please?

[Note that the last sentence in the Jim Hind's letter to the Minister says: "Given our shared interest in ratepayer value, the board would then also like to commence a dialogue with you on the most appropriate way to allocate the compensation between the OPA and the Crown"]

+++++

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I have given careful consideration to public statements, correspondence to the government and resolutions of the Council of the City of Mississauga. While full recognition must be given to rate-payer value and the fair treatment of contractual counterparties, as suggested in your letter, in light of the strong and persistent opposition to the plant, the government supports the OPA's decision to not proceed with the contract and any other appropriate commercial and other steps that the OPA must take in seeking to stop construction of the gas plant at its current location. **I will be engaging my colleagues in any dialogue with you on the most appropriate way to allocate compensation between the OPA and the Crown.**

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Halyna

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A/Director
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777 Bay Street, 4th Floor, Suite 425
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Ph: (416) 325-6681 / Fax: (416) 325-1781
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E-mail: Halyna.Perun2@ontario.ca

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Cayley, Daniel (ENERGY)

From: Kovesfalvi, Sylvia (ENERGY)
Sent: November-11-11 11:52 AM
To: King, Ryan (ENERGY); Calwell, Carolyn (ENERGY)
Subject: Fw:

Giles' suggestion (think opa may have incorporated in latest version - not sure - not near a computer and can't read on bb).

Sent from my BlackBerry Wireless Handheld

From: McMichael, Rhonda (CAB)
To: Kovesfalvi, Sylvia (ENERGY); Sharkawi, Rula (ENERGY)
Sent: Fri Nov 11 11:42:58 2011
Subject: Fw:

Fyi see below. I will flip opa email in a second. They may have already made the change.

From: Gherson, Giles (CAB)
To: McMichael, Rhonda (CAB)
Sent: Fri Nov 11 11:39:49 2011
Subject: RE:

Thanks, Rhonda. The letter from OPA to Eastern Power will request that all work stop on the project. Our message could simply repeat this: we have requested that all work stop. I think we can keep the rest pretty much the same.

Giles

[416.325.3759 \(o\)](#)
[416.587.0983 \(c\)](#)

From: McMichael, Rhonda (CAB)
Sent: November 11, 2011 10:56 AM
To: Gherson, Giles (CAB)
Cc: Lindsay, David (ENERGY); Betzner, Lynn (CAB)
Subject: Re:

Thanks Giles -- I think we'll need an answer to a follow-up question or two as well.

Does that mean work is going to stop immediately? What if it doesn't?

I'll work with Energy to craft.

From: Gherson, Giles (CAB)
To: McMichael, Rhonda (CAB)
Cc: Lindsay, David (ENERGY)
Sent: Fri Nov 11 10:03:14 2011
Subject: RE:

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I think this is all fine except for the response to the question about stopping work. I think it is far too weak. It reads:

We have notified Eastern that we are not proceeding with the contract. We will pursue further discussions about stopping work at the site.

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Sent: November 11, 2011 6:32 AM
To: 'kristin.jenkins@powerauthority.on.ca'; 'colin.andersen@powerauthority.on.ca'; Lindsay, David (ENERGY); Wallace, Peter (FIN); Livingston, David (IO); 'abirchenough@cogeco.ca'; Mayman, Gadi (OFA); Imbrogno, Serge (OFA); Segal, Murray (JUS)
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Subject: Fw:

Please find attached revised q/a with OPA recommended changes, approved by Energy policy and legal.
(The attachments include both track changes and clean versions).

From: Kovesfalvi, Sylvia (ENERGY)
To: McMichael, Rhonda (CAB)
Cc: Sharkawi, Rula (ENERGY)
Sent: Thu Nov 10 20:57:46 2011
Subject:

Hi – attached are Legal's and policy's suggestions (in tracked version). See Legal's explanation below.

Also attached is a clean copy, accepting Legal, policy's and OPA's changes.

From: Calwell, Carolyn (ENERGY)
Sent: November 10, 2011 6:21 PM
To: Kovesfalvi, Sylvia (ENERGY)
Cc: King, Ryan (ENERGY)
Subject: FW: Urgent: 4:00 PM Meeting

Apologies for my delay – please see suggestions in the attached.

By way of explanation, rather than refer to the government's intention, proposed correspondence refers to the government's commitment to relocate the plant. Rather than say that the OPA "will seek further discussions" with Eastern, I would suggest that the "OPA will pursue" – which is a bit vaguer and more optimistic.

Carolyn

From: McMichael, Rhonda (CAB)
To: Sharkawi, Rula (ENERGY); Kovesfalvi, Sylvia (ENERGY)
Sent: Thu Nov 10 16:01:05 2011
Subject: FW: 4:00 PM Meeting

Can you take a look and pass thru your legal? thanks.

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Sent: November 10, 2011 3:22 PM
To: abirchenough@cogeco.ca; Colin Andersen; Lindsay, David (ENERGY); Michael Lyle; JoAnne Butler; Imbrogno, Serge (OFA); Mayman, Gadi (OFA); Segal, Murray (JUS); Livingston, David (IO); Betzner, Lynn (CAB); Wallace, Peter (FIN); Hume, Steen (CAB); McMichael, Rhonda (CAB)
Cc: Amaral-Costa, Maria (CAB)
Subject: RE: 4:00 PM Meeting

Attached are OPA's proposed revisions to the messaging and Qs and As circulated yesterday.

Kristin

Kristin Jenkins | Vice President, Corporate Communications | **Ontario Power Authority** | 120 Adelaide Street West, Suite 1600 | Toronto, ON M5H 1T1 | tel. 416.969.6007 | fax. 416.967.1947 | www.powerauthority.on.ca

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Fisher, Petra (ENERGY)

From: Lindsay, David (ENERGY)
Sent: November-11-11 11:54 AM
To: Perun, Halyna N. (ENERGY)
Subject: Re:

Hi Halyna,

I did let Craig know where we are on this. He wanted to make sure we didn't share anything with OPA until we land internally (ie with our Minister) on any new wording.

I also gave a heads up to Deputy of Finance on what we are working on.

David

From: Perun, Halyna N. (ENERGY)
To: Lindsay, David (ENERGY)
Sent: Fri Nov 11 10:53:43 2011
Subject:

Confidential and Privileged – In Contemplation of Litigation – Draft for Discussion - Nov 11-

Hi Deputy – before I forward this to Malliha/Murray for comments - may I have your thoughts on this one sentence addition please?

[Note that the last sentence in the Jim Hind's letter to the Minister says: "Given our shared interest in ratepayer value, the board would then also like to commence a dialogue with you on the most appropriate way to allocate the compensation between the OPA and the Crown"]

+++++

Dear Mr. Hinds:

In response to your letter of November 10, 2011 and in recognition that community opposition to the Greenfield South Generation Facility is ongoing and well documented, I am writing to acknowledge the OPA's efforts to negotiate with the developer of the facility, Greenfield South Power Corporation, with an aim to achieving a satisfactory resolution concerning the Mississauga site. The government remains committed to having the plant relocated.

I have given careful consideration to public statements, correspondence to the government and resolutions of the Council of the City of Mississauga. While full recognition must be given to rate-payer value and the fair treatment of contractual counterparties, as suggested in your letter, in light of the strong and persistent opposition to the plant, the government supports the OPA's decision to not proceed with the contract and any other appropriate commercial and other steps that the OPA must take in seeking to stop construction of the gas plant at its current location. **I will be engaging my colleagues in any dialogue with you on the most appropriate way to allocate compensation between the OPA and the Crown.**

The circumstances in Mississauga are unique. The government remains committed to a strong, stable supply of electricity for Ontario and continued support of those making investments in Ontario's electricity system.

Halyna

Halyna N. Perun
A/Director
Legal Services Branch
Ministries of Energy & Infrastructure
777 Bay Street, 4th Floor, Suite 425
Toronto, ON M5G 2E5
Ph: (416) 325-6681 / Fax: (416) 325-1781
BB: (416) 671-2607
E-mail: Halyna.Perun2@ontario.ca

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Cayley, Daniel (ENERGY)

From: King, Ryan (ENERGY)
Sent: November-11-11 12:03 PM
To: Kovesfalvi, Sylvia (ENERGY); Calwell, Carolyn (ENERGY)
Subject: Re: ASAP

That looks ok

From: Kovesfalvi, Sylvia (ENERGY)
To: King, Ryan (ENERGY); Calwell, Carolyn (ENERGY)
Sent: Fri Nov 11 11:11:20 2011
Subject: ASAP

Hi - pls provide comment asap - thank you.

Sent from my BlackBerry Wireless Handheld

From: McMichael, Rhonda (CAB)
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Cayley, Daniel (ENERGY)

From: Perun, Halyna N. (ENERGY)
Sent: November-11-11 12:42 PM
To: 'Michael Lyle'
Subject: RE: two letters to Greenfield
Attachments: image001.gif

Attachment is image below

Hi Mike – if possible, could you please send me the revised two letters – I won't be sending them around – I just want to make sure that Energy's communications messages align (am reviewing comms materials now and they don't reflect a 'two step approach') thanks very much

Halyna

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From: Michael Lyle [<mailto:Michael.Lyle@powerauthority.on.ca>]
Sent: November 10, 2011 6:40 PM
To: Perun, Halyna N. (ENERGY)
Cc: Calwell, Carolyn (ENERGY)
Subject: RE: two letters to Greenfield

As per my earlier discussion with Carolyn, the draft letters currently say "the Government has stated its intention to relocate the plant". We are still awaiting word on whether a letter can be sent tonight.

Michael Lyle
General Counsel and Vice President
Legal, Aboriginal & Regulatory Affairs
Ontario Power Authority
120 Adelaide Street West, Suite 1600
Toronto, Ontario, M5H 1T1
Direct: 416-969-6035
Fax: 416.969.6383
Email: michael.lyle@powerauthority.on.ca

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From: Perun, Halyna N. (ENERGY) [mailto:Halyna.Perun2@ontario.ca]

Sent: November 10, 2011 6:37 PM

To: Michael Lyle

Cc: Calwell, Carolyn (ENERGY)

Subject: two letters to Greenfield

Privileged and Confidential

Hello Mike – the attached letters are in the form proposed by the OPA, with the OPA's placeholder referring to the government's action inserted to refer to "the government commitment" (highlighted in yellow). The proposed letter from the Minister to the OPA (which is with the Minister for review and has not yet been finalized) says the "government remains committed to having the plant relocated". So we request that the letters to Greenfield track that language. We'll let you know about the proposed Minister's letter when we know more. Thank you!

Halyna

Halyna N. Perun

A/Director

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From: Perun, Halyna N. (ENERGY)
Sent: November-11-11 2:45 PM
To: Kovesfalvi, Sylvia (ENERGY)
Cc: Calwell, Carolyn (ENERGY); King, Ryan (ENERGY)
Subject: RE: ASAP

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Hi - Re CO's comment – the OPA added to this line:

We have notified Eastern that we are not proceeding with the contract and advised Eastern to stop construction. We have made it clear that Eastern is financially liable if construction continues. We will pursue further discussions about stopping work at the site.

So – that should address CO concerns. I have reviewed this with OPA General Counsel and this is what he advises could be added.

As you and I have discussed, the “who says what” chart is written from the point of view that the contract is terminated.

This chart applies once the OPA actually sends a letter of termination to Eastern.

However, my understanding from OPA General Counsel is that it remains undecided whether this is the approach that will be taken. Another approach (which he believes will be the approach) is what we refer to as the “two step approach” whereby:

- (1) First letter from the OPA to go to Eastern would say
 - OPA continues to desire reaching a mutual agreement to terminate the contract and negotiate terms of a new contract for a facility in a different location
 - If these negotiations are not successful, OPA will not proceed with the Contract
- (2) Second letter would follow a few days later should negotiations continue to fail – that now the contract is terminated.

So – the attached chart does not address the two-step approach.

To address the two-step, you'd need to build in a Q and A something like following:

Q. Has the contract been terminated?

A. No, but should negotiations not be successful, the OPA has notified Eastern Power that it is not proceeding with the contract.

A. In the meantime, the OPA has requested Eastern Power to stop construction at the site.

Also please note: – there has been discussion today about the public release of the two letters – one from the OPA to the Minister and the expected letter from the Minister to the OPA (not yet sent). There needs to be a communications strategy developed pertaining to these two letters should it be desired to release them.

Thanks Sylvia

Halyna

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I will share this with CO (and cc you).

Enjoy what's left of the 'day off'.

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I think this is all fine except for the response to the question about stopping work. I think it is far too weak. It reads:

We have notified Eastern that we are not proceeding with the contract. We will pursue further discussions about stopping work at the site.

I think we need to be messaging that we expect construction at this site to stop immediately while we pursue further discussions about relocating the plant.

Giles

416.325.3759 (o)
416.587.0983 (c)

From: McMichael, Rhonda (CAB)
Sent: November 11, 2011 6:32 AM
To: 'kristin.jenkins@powerauthority.on.ca'; 'colin.andersen@powerauthority.on.ca'; Lindsay, David (ENERGY); Wallace, Peter (FIN); Livingston, David (IO); 'abirchenough@cogeco.ca'; Mayman, Gadi (OFA); Imbrogno, Serge (OFA); Segal, Murray (JUS)
Cc: Gherson, Giles (CAB); Betzner, Lynn (CAB); Sharkawi, Rula (ENERGY); Hume, Steen (CAB)
Subject: Fw:

Please find attached revised q/a with OPA recommended changes, approved by Energy policy and legal.
(The attachments include both track changes and clean versions).

From: Kovesfalvi, Sylvia (ENERGY)
To: McMichael, Rhonda (CAB)
Cc: Sharkawi, Rula (ENERGY)
Sent: Thu Nov 10 20:57:46 2011
Subject:

Hi -- attached are Legal's and policy's suggestions (in tracked version). See Legal's explanation below.

Also attached is a clean copy, accepting Legal, policy's and OPA's changes.

From: Calwell, Carolyn (ENERGY)
Sent: November 10, 2011 6:21 PM
To: Kovesfalvi, Sylvia (ENERGY)
Cc: King, Ryan (ENERGY)
Subject: FW: Urgent: 4:00 PM Meeting

Apologies for my delay – please see suggestions in the attached.

By way of explanation, rather than refer to the government's intention, proposed correspondence refers to the government's commitment to relocate the plant. Rather than say that the OPA "will seek further discussions" with Eastern, I would suggest that the "OPA will pursue" – which is a bit vaguer and more optimistic.

Carolyn

From: McMichael, Rhonda (CAB)
To: Sharkawi, Rula (ENERGY); Kovesfalvi, Sylvia (ENERGY)
Sent: Thu Nov 10 16:01:05 2011
Subject: FW: 4:00 PM Meeting

Can you take a look and pass thru your legal? thanks.

From: Kristin Jenkins [mailto:Kristin.Jenkins@powerauthority.on.ca]
Sent: November 10, 2011 3:22 PM
To: abirchenough@cogeco.ca; Colin Andersen; Lindsay, David (ENERGY); Michael Lyle; JoAnne Butler; Imbrogno, Serge (OFA); Mayman, Gadi (OFA); Segal, Murray (JUS); Livingston, David (IO); Betzner, Lynn (CAB); Wallace, Peter (FIN); Hume, Steen (CAB); McMichael, Rhonda (CAB)
Cc: Amaral-Costa, Maria (CAB)
Subject: RE: 4:00 PM Meeting

Attached are OPA's proposed revisions to the messaging and Qs and As circulated yesterday.

Kristin

Kristin Jenkins | Vice President, Corporate Communications | **Ontario Power Authority** | 120 Adelaide Street West, Suite 1600 | Toronto, ON M5H 1T1 | tel. 416.969.6007 | fax. 416.967.1947 | www.powerauthority.on.ca

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Cayley, Daniel (ENERGY)

From: Perun, Halyna N. (ENERGY)
Sent: November-11-11 3:03 PM
To: 'Nimi Visram'
Cc: 'Michael Lyle'
Subject: RE: Greenfield
Attachments: image001.gif

Attachment is image below

Thank you!

Halyna

Halyna N. Perun
A/Director
Legal Services Branch
Ministries of Energy & Infrastructure
777 Bay Street, 4th Floor, Suite 425
Toronto, ON M5G 2E5
Ph: (416) 325-6681 / Fax: (416) 325-1781
BB: (416) 671-2607
E-mail: Halyna.Perun2@ontario.ca

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From: Nimi Visram [mailto:Nimi.Visram@powerauthority.on.ca]
Sent: November 11, 2011 1:54 PM
To: Perun, Halyna N. (ENERGY)
Cc: Michael Lyle
Subject: Greenfield

Mike asked that I forward the attached to your attention.

Thnx
Nimi

Nimi Visram | Ontario Power Authority | Executive Assistant & Board Coordinator, to General Counsel & Vice President, Legal, Aboriginal and Regulatory Affairs

120 Adelaide St W., Suite 1600 | Toronto, Ontario, M5H 1T1

☎ Phone: 416.969.6027 | 📠 Fax: 416.969.6383 | ✉ Email: nimi.visram@powerauthority.on.ca

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Cayley, Daniel (ENERGY)

From: Perun, Halyna N. (ENERGY)
Sent: November-11-11 3:07 PM
To: Calwell, Carolyn (ENERGY)
Subject: FW: Greenfield
Attachments: Greenfield South Letters - Letterhead - November 11 2011 - reworted.wbk;
greenest2011_english-(custom)verysmall.gif

Attachment is image below

Privileged and Confidential

Latest versions of OPA letters to Eastern - according to Mike, Colin A has signed all three of them and Mike is waiting for instructions re which one to send – what drama!

Halyna

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From: Nimi Visram [mailto:Nimi.Visram@powerauthority.on.ca]
Sent: November 11, 2011 1:54 PM
To: Perun, Halyna N. (ENERGY)
Cc: Michael Lyle
Subject: Greenfield

Mike asked that I forward the attached to your attention.

Thnx
Nimi

Nimi Visram | Ontario Power Authority | Executive Assistant & Board Coordinator, to General Counsel & Vice President, Legal, Aboriginal and Regulatory Affairs
120 Adelaide St W., Suite 1600 | Toronto, Ontario, M5H 1T1
☎ Phone: 416.969.6027 | 📠 Fax: 416.969.6383 | ✉ Email: nimi.visram@powerauthority.on.ca

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

T 416-967-7474

F 416-967-1947

www.powerauthority.on.ca

CONFIDENTIAL

November 11, 2011

Greenfield South Power Corporation
2275 Lakeshore Blvd. West, Suite 400
Toronto ON M8V 3Y3

Attention: Greg Vogt, President

Dear Mr. Vogt:

Re Amended and Restated Clean Energy Supply (ARCES) Contract between Greenfield South Power Corporation and Ontario Power Authority ("OPA") dated as of April 12, 2005 and amended and restated as of March 16, 2009 (the "Contract")

In response to the local community's concerns about the Greenfield South Generation Station, the Government has committed to relocate the plant. It is the OPA's continuing desire to reach mutual agreement to terminate the Contract and negotiate terms of a new contract for a facility in a different location. If these negotiations are not successful, the OPA will not proceed with the Contract.

Therefore, in light of your obligations to mitigate any damages resulting from the OPA's decision not to proceed with the Contract if negotiations are not successful, the OPA requests that you cease all further work and activities in connection with the Facility (as defined in the Contract), other than anything that may be reasonably necessary in the circumstances to bring such work or activities to a conclusion.

This letter constitutes Confidential Information (as such term is defined in the Contract).

Sincerely,

ONTARIO POWER AUTHORITY

By: _____
Name: Colin Andersen
Title: Chief Executive Officer

cc: McMillan LLP
Brookfield Place
181 Bay Street, Suite 2500
Toronto, Ontario M5J 2T7
Attention: Carl DeVuono
Fax: 416-304-3755



120 Adelaide Street West
Suite 1600
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CONFIDENTIAL

November 11, 2011

Greenfield South Power Corporation
2275 Lakeshore Blvd. West, Suite 400
Toronto ON M8V 3Y3

Attention: Greg Vogt, President

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In response to the local community's concerns about the Greenfield South Generation Station, the Government has committed to relocate the plant. As a result, the OPA is terminating the Contract. It is the OPA's continuing desire to reach mutual agreement on a satisfactory resolution of this matter and negotiate terms of a new contract for a facility in a different location.

Therefore, in light of your obligations to mitigate any damages resulting from the OPA's decision to terminate the Contract, the OPA requires that you cease all further work and activities in connection with the Facility (as defined in the Contract), other than anything that may be reasonably necessary in the circumstances to bring such work or activities to a conclusion.

This letter constitutes Confidential Information (as such term is defined in the Contract).

Sincerely,

ONTARIO POWER AUTHORITY

By: _____
Name: Colin Andersen
Title: Chief Executive Officer



120 Adelaide Street West
Suite 1600
Toronto, Ontario M5H 1T1
T 416-967-7474
F 416-967-1947
www.powerauthority.on.ca

CONFIDENTIAL

November 11, 2011

Greenfield South Power Corporation
2275 Lakeshore Blvd. West, Suite 400
Toronto ON M8V 3Y3

Attention: Greg Vogt, President

Dear Mr. Vogt:

Re Amended and Restated Clean Energy Supply (ARCES) Contract between Greenfield South Power Corporation and Ontario Power Authority ("OPA") dated as of April 12, 2005 and amended and restated as of March 16, 2009 (the "Contract")

In response to the local community's concerns about the Greenfield South Generation Station, the Government has committed to relocate the plant. As a result, the OPA will not proceed with the Contract. It is the OPA's continuing desire to reach mutual agreement to terminate the Contract and negotiate terms of a new contract for a facility in a different location.

Therefore, in light of your obligations to mitigate any damages resulting from the OPA's decision not to proceed with the Contract, the OPA requires that you cease all further work and activities in connection with the Facility (as defined in the Contract), other than anything that may be reasonably necessary in the circumstances to bring such work or activities to a conclusion.

This letter constitutes Confidential Information (as such term is defined in the Contract).

Sincerely,

ONTARIO POWER AUTHORITY

By: _____
Name: Colin Andersen
Title: Chief Executive Officer

Cayley, Daniel (ENERGY)

From: Perun, Halyna N. (ENERGY)
Sent: November-11-11 3:25 PM
To: Perun, Halyna N. (ENERGY)
Subject: ltr
Attachments: Energy Letter to OPA Keele Greenfield Nov 11 pm.doc

Halyna

Halyna N. Perun
A/Director
Legal Services Branch
Ministries of Energy & Infrastructure
777 Bay Street, 4th Floor, Suite 425
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Ministry of Energy

Office of the Minister

4th Floor, Hearst Block
900 Bay Street
Toronto ON M7A 2E1
Tel.: 416-327-6758
Fax: 416-327-6754

Ministère de l'Énergie

Bureau du ministre

4^e étage, édifice Hearst
900, rue Bay
Toronto ON M7A 2E1
Tél. : 416 327-6758
Téléc. : 416 327-6754



November XX, 2011

Mr. Jim Hinds
Chair
Ontario Power Authority
1600–120 Adelaide Street West
Toronto ON M5H 1T1

Dear Mr. Hinds:

In response to your letter of November 10, 2011 and in recognition that community opposition to the Greenfield South Generation Facility is ongoing and well documented, I am writing to acknowledge the Ontario Power Authority's efforts to negotiate with the developer of the facility, Greenfield South Power Corporation, with an aim to achieving a satisfactory resolution concerning the Mississauga site. The government remains committed to having the plant relocated.

I have given careful consideration to public statements, correspondence to the government and resolutions of the Council of the City of Mississauga. While full recognition must be given to rate-payer value and the fair treatment of contractual counterparties, as suggested in your letter, in light of the strong and persistent opposition to the plant, the government supports the OPA's decision to not proceed with the contract and any other appropriate commercial and other steps that the OPA must take in seeking to stop construction of the gas plant at its current location. I will be engaging my colleagues in any dialogue with you on the most appropriate way to allocate compensation between the OPA and the Crown.

The circumstances in Mississauga are unique. The government remains committed to a strong, stable supply of electricity for Ontario and continued support of those making investments in Ontario's electricity system.

Sincerely,

Chris Bentley
Minister

c: David Lindsay, Deputy Minister

Cayley, Daniel (ENERGY)

From: Lindsay, David (ENERGY)
Sent: November-11-11 3:26 PM
To: MacLennan, Craig (ENERGY); Perun, Halyna N. (ENERGY)
Cc: Calwell, Carolyn (ENERGY)
Subject: Re: letter and binder of public record materials

What a team effort!

Craig we should loop Colin in on the Minister's timing.

I believe the assumption was that they should be ready to action the letter to Eastern on the assumption that these letters would flow today.

If it isn't going to go today we should let Colin know so he doesn't have staff sitting waiting to send letters out from his end.

David

From: MacLennan, Craig (ENERGY)
To: Perun, Halyna N. (ENERGY)
Cc: Lindsay, David (ENERGY); Calwell, Carolyn (ENERGY)
Sent: Fri Nov 11 15:20:21 2011
Subject: RE: letter and binder of public record materials

Sounds good to me.

From: Perun, Halyna N. (ENERGY)
Sent: November 11, 2011 3:20 PM
To: MacLennan, Craig (ENERGY)
Cc: Lindsay, David (ENERGY); Calwell, Carolyn (ENERGY)
Subject: letter and binder of public record materials

Privileged and Confidential

Hi Craig – I will take one public record binder home with me – should the Minister need to discuss any of it – we can do this on a conference call with him – so that we (ie Carolyn) don't need to drive out with you to London for this purpose – hope that will be satisfactory

Halyna

Halyna N. Perun
A/Director
Legal Services Branch
Ministries of Energy & Infrastructure
777 Bay Street, 4th Floor, Suite 425
Toronto, ON M5G 2E5
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Cayley, Daniel (ENERGY)

From: Calwell, Carolyn (ENERGY)
Sent: November-11-11 3:30 PM
To: Perun, Halyna N. (ENERGY)
Subject: Re: Greenfield
Attachments: greenest2011_english-(custom)verysmall.gif

Attachment is image below

Wow - what a day you've had!
I can't open the letters on my bb. Will read tomorrow. Are things winding down for today?

From: Perun, Halyna N. (ENERGY)
To: Calwell, Carolyn (ENERGY)
Sent: Fri Nov 11 15:06:31 2011
Subject: FW: Greenfield

Privileged and Confidential

Latest versions of OPA letters to Eastern - according to Mike, Colin A has signed all three of them and Mike is waiting for instructions re which one to send – what drama!

Halyna

Halyna N. Perun
A/Director
Legal Services Branch
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From: Nimi Visram [<mailto:Nimi.Visram@powerauthority.on.ca>]
Sent: November 11, 2011 1:54 PM
To: Perun, Halyna N. (ENERGY)
Cc: Michael Lyle
Subject: Greenfield

Mike asked that I forward the attached to your attention.

Thnx
Nimi

Nimi Visram | Ontario Power Authority | Executive Assistant & Board Coordinator, to General Counsel & Vice President, Legal, Aboriginal and Regulatory Affairs

120 Adelaide St W., Suite 1600 | Toronto, Ontario, M5H 1T1

☎ Phone: 416.969.6027 | 📠 Fax: 416.969.6383 | ✉ Email: nimi.visram@powerauthority.on.ca

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Fisher, Petra (ENERGY)

From: Perun, Halyna N. (ENERGY)
Sent: November-11-11 4:22 PM
To: 'chrisbentley@liberal.ola.org'
Cc: Lindsay, David (ENERGY); MacLennan, Craig (ENERGY)
Subject: Fw: OPA letter to the Minister - the latest draft

Privileged and Confidential

As per your request - the below email to Malliha is the text of the letter from the OPA - this was our latest version that we worked on but ultimately I have not seen the actual letter your office received. My apologies for sending this to you as a forward of another email but I am in transit and am technically challenged at the moment!

Halyna Perun
A\Director
Ph: 416 325 6681
BB: 416 671 2607

Sent using BlackBerry

From: Perun, Halyna N. (ENERGY)
To: Wilson, Malliha (JUS)
Sent: Fri Nov 11 13:18:49 2011
Subject: OPA letter to the Minister - the latest draft

Privileged and Confidential

This is the draft we landed on – we have not seen the actual signed version that was sent to the Minister yesterday:

Dear Minister:

I am writing to you on behalf of the Ontario Power Authority's (OPA) Board of Directors with respect to the Greenfield South Power Plant, which the Ministry of Energy procured in 2004. The OPA was subsequently directed to enter into a contract with Greenfield and is now the sole counterparty. The Board clearly understands that the government's intention is to relocate the plant as outlined in your letter to the OPA on October 24, 2011. The purpose of this letter is to ensure that the government's intention is met.

The OPA Board of Directors takes very seriously its responsibilities to our contract counter-parties. Like the provincial government, we would like to achieve a resolution for the Greenfield South plant that provides both fair treatment to the counterparty and Ontario ratepayers. We also think it is important that electricity developers generally continue to have confidence to invest in Ontario and that gas-fired generation continues to be accepted as an important, cost-effective and safe part of the province's electricity supply mix. At the same time, we recognize the public concern about the location of this plant and public requests that construction of the plant stop.

After receiving your October 24th letter, the OPA commenced discussions with Greenfield South. To date, the OPA's preferred approach has been to reach an agreement with Greenfield South to stop construction and negotiate an arrangement to relocate the plant or terminate the contract. Since then, it has become clear that Greenfield South may not agree to such an approach. In light of this, the logical next step appears to be to notify Greenfield South that the OPA will not be proceeding with the contract.

I wish to assure you that, even after taking this step, the OPA will seek to continue discussions with Greenfield South to arrive at an agreement on appropriate compensation. Given our shared interest in ratepayer value, the board would then also like to commence a dialogue with you on the most appropriate way to allocate the compensation between the OPA and the Crown.

I look forward to your reply.

Halyna

Halyna N. Perun
A/Director
Legal Services Branch
Ministries of Energy & Infrastructure
777 Bay Street, 4th Floor, Suite 425
Toronto, ON M5G 2E5
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Cayley, Daniel (ENERGY)

From: Lindsay, David (ENERGY)
Sent: November-11-11 7:39 AM
To: Calwell, Carolyn (ENERGY)
Cc: Perun, Halyna N. (ENERGY); Silva, Joseph (ENERGY); Dunning, Rebecca (ENERGY)
Subject: Craig's e-mail request

Hi Carolyn,

I've been talking with Craig and Murray Segal about this issue.

Let's have a chat about how we can be helpful without making it too complicated.

I'm available to chat on a cell phone at any time this morning (647) 262-3927 if you are available.

We might want to set up a conference call to discuss. Unfortunately I have a competency gap -- I don't have a conference call access code nor do I know how to set one up.

David

Cayley, Daniel (ENERGY)

From: Lindsay, David (ENERGY)
Sent: November-11-11 7:44 AM
To: Calwell, Carolyn (ENERGY); Perun, Halyna N. (ENERGY)
Cc: Jennings, Rick (ENERGY)
Subject: Re: ****important***priviledged communication****

Thanks Carolyn. Just read your reply. This is good. It is the type of general advice he is seeking. The options MS and I discussed at 10 o'clock last night included a reportback to a smaller group without any detailed paper.

Go get your daughter. Queen's is a great school!

David

From: Calwell, Carolyn (ENERGY)
To: Lindsay, David (ENERGY); Perun, Halyna N. (ENERGY)
Cc: Jennings, Rick (ENERGY)
Sent: Fri Nov 11 07:38:53 2011
Subject: FW: ****important***priviledged communication****

Deputy & Halyan ,

Craig's questions aren't legal questions. I have prepared the following pros and cons for consideration and to aid the discussion - I'm not certain that I'm best placed to advise on this.

I am picking my niece up at Union Station in 20 minutes and we are off to Queen's for a university tour - my availability will be intermitent.

Carolyn

Cabinet Minute

Pros

- Would reflect broad support for action
- Allows debate of the issue

Cons

- Takes time
- Discussion potentially difficult
- Involves many people in sensitive matter that could lead to litigation
- Has potential implications for solicitor-client privilege

TB Minute

Pros

- Addresses financial implications of this plant
- Would reflect broad support for action, particularly once TB decision is ratified by Cabinet

Cons

- Takes time

- May lead to broader Cabinet discussion in any event (in other words, less direct than going straight to Cabinet, but with the same ultimate requirement)

Letter

Pros

- With a willing author, the fastest course

Cons

- Value depends on content and signatory

From: MacLennan, Craig (ENERGY)

Sent: Fri 11/11/2011 6:58 AM

To: Calwell, Carolyn (ENERGY); Lindsay, David (ENERGY)

Subject: ****important***priviledged communication****

Carolyn,

As you know the Min is looking for paper comfort from his colleagues on exposure.

Can u pls tell me the options available for us on what that paper could be...ie, cab min, tb order, letter from dwight....etc and the pro's/cons associated w each.

Deputy - can you pls loop in w Murray on the options to get his sense.

Cm

Cayley, Daniel (ENERGY)

From: Wilson, Malliha (JUS)
Sent: November-11-11 7:51 AM
To: Perun, Halyna N. (ENERGY)
Cc: Calwell, Carolyn (ENERGY)
Subject: Re: ****important***priviledged communication****

Will do

Sent from my BlackBerry Wireless Device

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

From: Perun, Halyna N. (ENERGY)
To: Wilson, Malliha (JUS)
Cc: Calwell, Carolyn (ENERGY)
Sent: Fri Nov 11 07:37:53 2011
Subject: Fw: ****important***priviledged communication****

Malliha - please see below.

You will likely want to see our advice re options to Energy Minister's Office before we send - please let DAG know that we're working on this and that Min Off has asked that Dep Lindsay call him about them -

Thanks

Halyna Perun
A\Director
Ph: 416 325 6681
BB: 416 671 2607

Sent using BlackBerry

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

From: Calwell, Carolyn (ENERGY)
To: Perun, Halyna N. (ENERGY)
Sent: Fri Nov 11 07:20:08 2011
Subject: Fw: ****important***priviledged communication****

Am working on response now. DM to look on DAG, so you will want to send product to Malliha, I expect.

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

From: MacLennan, Craig (ENERGY)
To: Calwell, Carolyn (ENERGY); Lindsay, David (ENERGY)
Sent: Fri Nov 11 06:58:31 2011
Subject: ****important***priviledged communication****

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Can u pls tell me the options available for us on what that paper could be...ie, cab min, tb order, letter from dwight....etc and the pro's/cons associated w each.

Deputy - can you pls loop in w Murray on the options to get his sense.

Cm

Cayley, Daniel (ENERGY)

From: Wilson, Malliha (JUS)
Sent: November-11-11 7:53 AM
To: Perun, Halyna N. (ENERGY)
Cc: Calwell, Carolyn (ENERGY)
Subject: Re: ****important***priviledged communication****

Yes - I understood that. Don't worry

Sent from my BlackBerry Wireless Device

From: Perun, Halyna N. (ENERGY)
To: Wilson, Malliha (JUS)
Cc: Calwell, Carolyn (ENERGY)
Sent: Fri Nov 11 07:51:39 2011
Subject: Fw: ****important***priviledged communication****

Malliha - What Craig was asking for - Dep Lindsay wanted general not legal advice. Dep Lindsay has already been in touch with DAG about options last evening - option they also discussed is report back to a smaller group. We'll keep you posted if anything else comes up - Nothing more needed for now.

Halyna Perun
A\Director
Ph: 416 325 6681
BB: 416 671 2607

Sent using BlackBerry

From: Calwell, Carolyn (ENERGY)
To: Lindsay, David (ENERGY); Perun, Halyna N. (ENERGY)
Cc: Jennings, Rick (ENERGY)
Sent: Fri Nov 11 07:38:53 2011
Subject: FW: ****important***priviledged communication****

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Carolyn

Cabinet Minute

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- Would reflect broad support for action, particularly once TB decision is ratified by Cabinet

Cons

- Takes time
- May lead to broader Cabinet discussion in any event (in other words, less direct than going straight to Cabinet, but with the same ultimate requirement)

Letter

Pros

- With a willing author, the fastest course

Cons

- Value depends on content and signatory

From: MacLennan, Craig (ENERGY)

Sent: Fri 11/11/2011 6:58 AM

To: Calwell, Carolyn (ENERGY); Lindsay, David (ENERGY)

Subject: ****important***priviledged communication****

Carolyn,

As you know the Min is looking for paper comfort from his colleagues on exposure.

Can u pls tell me the options available for us on what that paper could be...ie, cab min, tb order, letter from dwight....etc and the pro's/cons associated w each.

Deputy - can you pls loop in w Murray on the options to get his sense.

Cm

Fisher, Petra (ENERGY)

From: amy.o.chan@cibc.ca
Sent: October-12-11 11:01 AM
To: Write2us (ENERGY)
Subject: Mississauga Power Plant

Hello,

Can you confirm that the Eastern Power plant has been cancelled (as part of Prem. McGuinty's election promise)?

Please advise by Thurs. Oct 13.

Thanks,

Amy
from: Amy

Fisher, Petra (ENERGY)

From: Lindsay, David (ENERGY)
Sent: November-12-11 4:39 PM
To: Sharkawi, Rula (ENERGY); Perun, Halyna N. (ENERGY)
Cc: Silva, Joseph (ENERGY)
Subject: Re: ASAP

Perfect timing! Paola gets to join us as we give birth to a new and interesting file!

Have a good weekend everyone - or at least what is left of it.

David

From: Sharkawi, Rula (ENERGY)
To: Lindsay, David (ENERGY); Perun, Halyna N. (ENERGY)
Cc: Silva, Joseph (ENERGY)
Sent: Sat Nov 12 15:41:57 2011
Subject: Re: ASAP

Yes of course. I will include our new Asst Director Paola as well.

Rula

From: Lindsay, David (ENERGY)
To: Perun, Halyna N. (ENERGY)
Cc: Sharkawi, Rula (ENERGY); Silva, Joseph (ENERGY)
Sent: Sat Nov 12 14:46:52 2011
Subject: Re: ASAP

Okay thanks Halyna.

Rula would you take the lead on coordinating our Minister's preparation for the media frenzy I believe we are about to enter.

Joseph and our shop can help coordinate.

David

From: Perun, Halyna N. (ENERGY)
To: Lindsay, David (ENERGY)
Cc: Sharkawi, Rula (ENERGY)
Sent: Sat Nov 12 14:42:22 2011
Subject: Fw: ASAP

Hi Deputy - the attached went to CO yesterday aft - it will need to be finalized once we're clear whether OPA is proceeding w one step vs two-step approach - this was noted by Sylvia - I believe this would be the most uptodate comms strategy we have - co took the lead on it til now - but you will see we noted that we need to anticipate that the opa and min's letters could be made public and we need a comms strategy for that. A huddle Mon morning would be a good idea - I could be available before that if needed -

Halyna Perun

A\Director
Ph: 416 325 6681
BB: 416 671 2607

Sent using BlackBerry

From: Kovesfalvi, Sylvia (ENERGY)
To: McMichael, Rhonda (CAB); Sharkawi, Rula (ENERGY)
Cc: Perun, Halyna N. (ENERGY)
Sent: Fri Nov 11 15:37:52 2011
Subject: ASAP

Hi –

See Legal's response below. There are several approaches under discussion – nothing has been decided yet. In light of this, we have added an additional question to the chart (also reflected in messaging), in case we take the two-step approach (OPA sends 1st letter saying we'd like to negotiate, pls stop work while we do so, followed by 2nd letter saying negotiations haven't been successful, you haven't stopped working, we are not proceeding with contract).

Note: the OPA has sent the Minister a letter (our legal folks haven't seen it). The Minister is expected to send OPA a letter in response. It has not been sent yet – and there's no definitive timeline.

There is discussion to release these letters publicly. If that happens, Legal has advised we'll need a coms strategy. I've indicated that content/objective of letters and method of release will determine coms strategy (Rhonda – have you seen letters? Is this something CO/Greenfield working group is discussing?)

Attached are two versions of the chart: tracked with OPA's suggested change as noted in Halyna's email and below, and the additional QA/messaging in case a 2-step approach is adopted.

We have notified Eastern that we are not proceeding with the contract and advised Eastern to stop construction. We have made it clear that Eastern is financially liable if construction continues. We will pursue further discussions about stopping work at the site.

Note: Legal has advised that only the OPA should communicate the reference to financial liability. So this is only in OPA's response track.

I'll be off-line for the next couple of hours (driving).

From: Perun, Halyna N. (ENERGY)
Sent: November 11, 2011 2:45 PM
To: Kovesfalvi, Sylvia (ENERGY)
Cc: Calwell, Carolyn (ENERGY); King, Ryan (ENERGY)
Subject: RE: ASAP

Privileged and Confidential

Hi - Re CO's comment – the OPA added to this line:

We have notified Eastern that we are not proceeding with the contract and advised Eastern to stop construction. We have made it clear that Eastern is financially liable if construction continues. We will pursue further discussions about stopping work at the site.

So – that should address CO concerns. I have reviewed this with OPA General Counsel and this is what he advises could be added.

As you and I have discussed, the "who says what" chart is written from the point of view that the contract is terminated.

This chart applies once the OPA actually sends a letter of termination to Eastern.

However, my understanding from OPA General Counsel is that it remains undecided whether this is the approach that will be taken. Another approach (which he believes will be the approach) is what we refer to as the "two step approach" whereby:

(1) First letter from the OPA to go to Eastern would say

- OPA continues to desire reaching a mutual agreement to terminate the contract and negotiate terms of a new contract for a facility in a different location
- If these negotiations are not successful, OPA will not proceed with the Contract

(2) Second letter would follow a few days later should negotiations continue to fail – that now the contract is terminated.

So – the attached chart does not address the two-step approach.

To address the two-step, you'd need to build in a Q and A something like following:

Q. Has the contract been terminated?

A. No, but should negotiations not be successful, the OPA has notified Eastern Power that it is not proceeding with the contract.

A. In the meantime, the OPA has requested Eastern Power to stop construction at the site.

Also please note: – there has been discussion today about the public release of the two letters – one from the OPA to the Minister and the expected letter from the Minister to the OPA (not yet sent). There needs to be a communications strategy developed pertaining to these two letters should it be desired to release them.

Thanks Sylvia

Halyna

Halyna N. Perun
A/Director
Legal Services Branch
Ministries of Energy & Infrastructure
777 Bay Street, 4th Floor, Suite 425
Toronto, ON M5G 2E5
Ph: (416) 325-6681 / Fax: (416) 325-1781
BB: (416) 671-2607
E-mail: Halyna.Perun2@ontario.ca

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From: Kovesfalvi, Sylvia (ENERGY)
To: King, Ryan (ENERGY); Calwell, Carolyn (ENERGY)
Sent: Fri Nov 11 11:11:20 2011
Subject: ASAP

Hi - pls provide comment asap - thank you.

Sent from my BlackBerry Wireless Handheld

From: McMichael, Rhonda (CAB)
To: Sharkawi, Rula (ENERGY); Kovesfalvi, Sylvia (ENERGY)
Sent: Fri Nov 11 10:58:10 2011
Subject: Fw:

Hi Rula and Sylvia -- see below -- Giles changes to pass thru policy/legal and also answers to a couple of follow-up qs.
Thanks -- let me know if you have questions.

From: McMichael, Rhonda (CAB)
To: Gherson, Giles (CAB)
Cc: Lindsay, David (ENERGY); Betzner, Lynn (CAB)
Sent: Fri Nov 11 10:56:21 2011
Subject: Re:

Thanks Giles -- I think we'll need an answer to a follow-up question or two as well.

Does that mean work is going to stop immediately? What if it doesn't?

I'll work with Energy to craft.

From: Gherson, Giles (CAB)
To: McMichael, Rhonda (CAB)
Cc: Lindsay, David (ENERGY)
Sent: Fri Nov 11 10:03:14 2011
Subject: RE:

Thanks Rhonda,
I think this is all fine except for the response to the question about stopping work. I think it is far too weak. It reads:

We have notified Eastern that we are not proceeding with the contract. We will pursue further discussions about stopping work at the site.

I think we need to be messaging that we expect construction at this site to stop immediately while we pursue further discussions about relocating the plant.

Giles

416.325.3759 (o)
416.587.0983 (c)

From: McMichael, Rhonda (CAB)
Sent: November 11, 2011 6:32 AM
To: 'kristin.jenkins@powerauthority.on.ca'; 'colin.andersen@powerauthority.on.ca'; Lindsay, David (ENERGY); Wallace, Peter (FIN); Livingston, David (IO); 'abirchenough@cogeco.ca'; Mayman, Gadi (OFA); Imbrogno, Serge (OFA); Segal, Murray (JUS)

Cc: Gherson, Giles (CAB); Betzner, Lynn (CAB); Sharkawi, Rula (ENERGY); Hume, Steen (CAB)

Subject: Fw:

Please find attached revised q/a with OPA recommended changes, approved by Energy policy and legal.
(The attachments include both track changes and clean versions).

From: Kovesfalvi, Sylvia (ENERGY)

To: McMichael, Rhonda (CAB)

Cc: Sharkawi, Rula (ENERGY)

Sent: Thu Nov 10 20:57:46 2011

Subject:

Hi – attached are Legal's and policy's suggestions (in tracked version). See Legal's explanation below.

Also attached is a clean copy, accepting Legal, policy's and OPA's changes.

From: Calwell, Carolyn (ENERGY)

Sent: November 10, 2011 6:21 PM

To: Kovesfalvi, Sylvia (ENERGY)

Cc: King, Ryan (ENERGY)

Subject: FW: Urgent: 4:00 PM Meeting

Apologies for my delay – please see suggestions in the attached.

By way of explanation, rather than refer to the government's intention, proposed correspondence refers to the government's commitment to relocate the plant. Rather than say that the OPA "will seek further discussions" with Eastern, I would suggest that the "OPA will pursue" – which is a bit vaguer and more optimistic.

Carolyn

From: McMichael, Rhonda (CAB)

To: Sharkawi, Rula (ENERGY); Kovesfalvi, Sylvia (ENERGY)

Sent: Thu Nov 10 16:01:05 2011

Subject: FW: 4:00 PM Meeting

Can you take a look and pass thru your legal? thanks.

From: Kristin Jenkins [mailto:Kristin.Jenkins@powerauthority.on.ca]

Sent: November 10, 2011 3:22 PM

To: abirchenough@cogeco.ca; Colin Andersen; Lindsay, David (ENERGY); Michael Lyle; JoAnne Butler; Imbrogno, Serge (OFA); Mayman, Gadi (OFA); Segal, Murray (JUS); Livingston, David (IO); Betzner, Lynn (CAB); Wallace, Peter (FIN); Hume, Steen (CAB); McMichael, Rhonda (CAB)

Cc: Amaral-Costa, Maria (CAB)

Subject: RE: 4:00 PM Meeting

Attached are OPA's proposed revisions to the messaging and Qs and As circulated yesterday.

Kristin

Kristin Jenkins | Vice President, Corporate Communications | **Ontario Power Authority** | 120 Adelaide Street West, Suite 1600 | Toronto, ON M5H 1T1 | tel. 416.969.6007 | fax. 416.967.1947 | www.powerauthority.on.ca

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Fisher, Petra (ENERGY)

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Sent: November-12-11 2:42 PM
To: Lindsay, David (ENERGY)
Cc: Sharkawi, Rula (ENERGY)
Subject: Fw: ASAP
Attachments: QA - repudiationNov11OPA ENE Legal Policy.Tracked.Revisions -3pm.doc; QA - repudiationNov11OPA.ENE.Legal.Policy Revisions.CLEAN-3pm.doc

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Kristin

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Greenfield Contract Termination (Repudiation)

November 11th, 2011 (3:30^{pm})

MEDIA PROTOCOL

Generally the Minister's Office responds to strategic questions and OPA responds to operational questions.

Strategic - Minister's Office (Minister or Erika Botond)

- Government's decision to relocate the plant
- Government's commitment to relocate the plant.

Operational - OPA (Colin Andersen or Kristen Jenkins)

- Status of contract negotiations, and process for finding another site
- History of Eastern site selection (required approvals, public consultation, etc).

Process

- The OPA immediately notifies the Ministry of Energy of any Greenfield-related media call (Communications Director, Media Manager and Spokesperson).
- The Ministry immediately notifies Minister's Office, Deputy Minister's Office, Legal and Cabinet Office.
- The OPA submits proposed responses; the ministry secures approvals (Cabinet Office, DMO, Legal, Policy).
- The Minister's Office confirms who responds and how (phone/email).

WHO SAYS WHAT – General Guidelines

	MINISTER	OPA
Key Messages	<p><u>If OPA sends letter to Eastern advising unsuccessful negotiations lead to termination (2-step approach)</u></p> <p><u>I understand the OPA has notified Eastern Power that it is not proceeding with the contract if negotiations are unsuccessful.</u></p> <p><u>In the meantime, the OPA has asked Eastern Power to stop construction at the site.</u></p> <p><u>If Contract is Terminated</u></p> <p>I understand that the OPA has had discussions with the proponent (Eastern Power). The OPA has notified Eastern that the OPA will not proceed with the contract.</p> <p>The OPA will look for another site for the gas plant.</p> <p>The government will continue to ensure that the best interests of Ontario's communities and ratepayers remain the primary priority.</p>	<p><u>If OPA sends letter to Eastern advising unsuccessful negotiations lead to termination (2-step approach)</u></p> <p><u><i>We are in discussions with Eastern.</i></u></p> <p><u><i>We have notified them that we will not be proceeding with the contract if our negotiations are not successful.</i></u></p> <p><u><i>In the meantime, we have asked Eastern Power to stop construction at the site.</i></u></p> <p><u>If Contract is Terminated</u></p> <p><i>After pursuing discussions to reach a negotiated agreement, we have notified Eastern that the OPA will not proceed with the contract.</i></p> <p><i>We are seeking to continue discussions with Eastern on next steps. We cannot provide any additional information on these discussions at this time.</i></p> <p><i>We will look for another site for the gas plant.</i></p> <p><i>Once potential sites have been identified, the public will be consulted before a final decision is made.</i></p>

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<p>Contract Termination</p> <p><u>Has the contract been terminated?</u></p> <p>Who terminated the contract?</p> <p>Why was the contract terminated? Were other solutions not viable?</p> <p>Did the OPA terminate the contract at the government's request?</p> <p>Why wasn't the contract terminated sooner?</p> <p>If the OPA is terminating the contract, how can you get the company (Eastern) to work with the OPA to relocate</p>	<p><i>No, however if negotiations are not successful, but should negotiations not be successful, the OPA has notified Eastern Power that it is not proceeding with the contract. In the meantime, the OPA has requested has asked Eastern Power to stop construction at the site.</i></p> <p>Following discussions with Eastern Power, OPA decided not proceeding with the contract was an appropriate next step.</p> <p>Contract negotiations are commercially sensitive. These discussions are confidential. We are confident the OPA is working in the best interests of Ontarians.</p> <p>Following discussions with Eastern Power, OPA decided not proceeding with the contract was an appropriate next step</p> <p>Discussions began as soon as they could between OPA and Eastern. This decision is the result of those discussions.</p> <p>The OPA will pursue further discussions with Eastern Power and we expect them to find a satisfactory resolution.</p>	<p><i>A. No. We are in discussions with Eastern. We have notified them however that if our negotiations are not successful, we will not be proceeding with the contract. In the meantime, we have asked Eastern Power to stop construction at the site. In the meantime, the OPA has requested Eastern Power to stop construction at the site.</i></p> <p><i>After pursuing discussions to reach a negotiated agreement, we have notified Eastern that the OPA will not proceed with the contract.</i></p> <p><i>The government has been clear that its intention is to have the plant relocated. Given the government's intention, and following discussions with Eastern, OPA decided not proceeding with the contract was the appropriate next step.</i></p> <p><i>The government has been clear that it is committed relocating the plant. Given the government's commitment, and following discussions with Eastern, the OPA decided not proceeding with the contract was the appropriate next step</i></p> <p><i>We initiated discussions with Eastern Power as soon as we received the Minister's letter asking us to begin discussions. Not proceeding with the contract is the result of these discussions.</i></p>
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<p>the site?</p> <p>Will Eastern Power be the company to build the relocated plant? Do you have assurances from them on that?</p> <p>Will you put this back out to tender?</p> <p>What is the process for finding another site?</p>	<p>The OPA will pursue further discussions with Eastern Power to find a satisfactory resolution.</p> <p>The OPA will pursue further discussions with Eastern Power to find a satisfactory resolution.</p> <p>The OPA is best able to answer this. We can confirm that the site selection will include public consultation.</p>	<p><i>We will pursue further discussions with the proponent.</i></p> <p><i>We will pursue further discussions with Eastern Power and hope to reach a satisfactory resolution.</i></p> <p><i>We will pursue further discussions with Eastern Power and hope to reach a satisfactory resolution.</i></p> <p><i>This will require further consideration, but we will consider local generation needs and transmission and distribution support. Once options are identified, the public will be consulted.</i></p>
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<p><u>Construction</u></p> <p>Now that the OPA has terminated the contract, will work stop at the site?</p> <p>Will legislation be required to stop construction?</p> <p>Minister, your spokesperson said that legislation was not needed, is this true?</p>	<p>My understanding is that the OPA has notified the proponent that it is not proceeding with the contract. The OPA continues to have discussions about stopping work at the site.</p> <p>Legislation is an option, however, the best option, and the one we are choosing at this time, is to have the OPA work with Eastern Power to find satisfactory resolution.</p> <p>It is our expectation the OPA and Eastern Power will work together to find a satisfactory resolution.</p> <p>The best option, and the one we are choosing at this time, is to have the OPA work with Eastern Power to find satisfactory resolution to the site.</p>	<p><i>We have notified Eastern that we are not proceeding with the contract <u>and advised Eastern to stop construction. We have made it clear that Eastern is financially liable if construction continues.</u> We will pursue further discussions about stopping work at the site.</i></p> <p><i>The government is best able to answer that question.</i></p> <p><i>We will pursue further -discussions and hope to reach a satisfactory resolution.</i></p> <p><i>The government is best able to answer that question.</i></p>
<p><u>Contract Value</u></p> <p>Why should anyone want to contract with OPA or government after this?</p>	<p>The government and our agencies have successful track records for negotiating and fulfilling contracts in the best interest of Ontario taxpayers. This is a unique case and should not be used to apply to other contracts or issues.</p> <p>Like any other business, energy partners work together to respond to changing conditions. Contracts are renegotiated or terminated on</p>	<p><i>OPA has a successful track record for negotiating and fulfilling contracts in the best interest of Ontario ratepayers.</i></p> <p><i>This is a unique case and should not be used to apply to other contracts or issues.</i></p>

<p>What's the status of negotiations with TransCanada?</p> <p>Will the cost of these contract cancellations be made public knowledge at some time?</p>	<p>a small and large scale across businesses of all types.</p> <p>Discussions with TransCanada continue. We do not have an update at this time.</p> <p>Our government is committed to conducting business in an open and transparent manner. We will provide what we can when we can.</p>	<p><i>Discussions with TransCanada continue. We do not have an update at this time.</i></p> <p><i>Contracts are commercially sensitive. It is up to the proponent to determine what they are willing to make public and when.</i></p>
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Greenfield Contract Termination (Repudiation)
November 11, 2011 (3pm)

MEDIA PROTOCOL

Generally the Minister's Office responds to strategic questions and OPA responds to operational questions.

Strategic - Minister's Office (Minister or Erika Botond)

- Government's decision to relocate the plant
- Government's commitment to relocate the plant.

Operational - OPA (Colin Andersen or Kristen Jenkins)

- Status of contract negotiations, and process for finding another site
- History of Eastern site selection (required approvals, public consultation, etc).

Process

- The OPA immediately notifies the Ministry of Energy of any Greenfield-related media call (Communications Director, Media Manager and Spokesperson).
- The Ministry immediately notifies Minister's Office, Deputy Minister's Office, Legal and Cabinet Office.
- The OPA submits proposed responses; the ministry secures approvals (Cabinet Office, DMO, Legal, Policy).
- The Minister's Office confirms who responds and how (phone/email).

WHO SAYS WHAT – General Guidelines

	MINISTER	OPA
Key Messages	<p>I understand that the OPA has had discussions with the proponent (Eastern Power). The OPA has notified Eastern that the OPA will not proceed with the contract.</p> <p>The OPA will look for another site for the gas plant.</p> <p>The government will continue to ensure that the best interests of Ontario's communities and ratepayers remain the primary priority.</p>	<p><i>After pursuing discussions to reach a negotiated agreement, we have notified Eastern that the OPA will not proceed with the contract.</i></p> <p><i>We are seeking to continue discussions with Eastern on next steps. We cannot provide any additional information on these discussions at this time.</i></p> <p><i>We will look for another site for the gas plant.</i></p> <p><i>Once potential sites have been identified, the public will be consulted before a final decision is made.</i></p>
<u>Contract Termination</u> Has the contract been terminated? Who terminated the contract? Why was the contract terminated? Were other solutions not viable?	<p>No, however if negotiations are not successful, the OPA has notified Eastern Power that it is not proceeding with the contract. In the meantime, the OPA has asked Eastern Power to stop construction at the site.</p> <p>Following discussions with Eastern Power, OPA decided not proceeding with the contract was an appropriate next step.</p> <p>Contract negotiations are commercially sensitive. These discussions are confidential. We are confident the OPA is working in the best interests of Ontarians.</p>	<p>No. We are in discussions with Eastern. We have notified them however that if our negotiations are not successful, we will not be proceeding with the contract. In the meantime, we have asked Eastern Power to stop construction at the site.</p> <p><i>After pursuing discussions to reach a negotiated agreement, we have notified Eastern that the OPA will not proceed with the contract.</i></p> <p><i>The government has been clear that its intention is to have the plant relocated. Given the government's intention, and following discussions with Eastern, OPA decided not proceeding with the contract was the appropriate next step.</i></p>

<p>Did the OPA terminate the contract at the government's request?</p> <p>Why wasn't the contract terminated sooner?</p> <p>If the OPA is terminating the contract, how can you get the company (Eastern) to work with the OPA to relocate the site?</p> <p>Will Eastern Power be the company to build the relocated plant? Do you have assurances from them on that?</p> <p>Will you put this back out to tender?</p> <p>What is the process for finding another site?</p>	<p>Following discussions with Eastern Power, OPA decided not proceeding with the contract was an appropriate next step</p> <p>Discussions began as soon as they could between OPA and Eastern. This decision is the result of those discussions.</p> <p>The OPA will pursue further discussions with Eastern Power and we expect them to find a satisfactory resolution.</p> <p>The OPA will pursue further discussions with Eastern Power to find a satisfactory resolution.</p> <p>The OPA will pursue further discussions with Eastern Power to find a satisfactory resolution.</p> <p>The OPA is best able to answer this. We can confirm that the site selection will include public consultation.</p>	<p><i>The government has been clear that it is committed relocating the plant. Given the government's commitment, and following discussions with Eastern, the OPA decided not proceeding with the contract was the appropriate next step</i></p> <p><i>We initiated discussions with Eastern Power as soon as we received the Minister's letter asking us to begin discussions. Not proceeding with the contract is the result of these discussions.</i></p> <p><i>We will pursue further discussions with the proponent.</i></p> <p><i>We will pursue further discussions with Eastern Power and hope to reach a satisfactory resolution.</i></p> <p><i>We will pursue further discussions with Eastern Power and hope to reach a satisfactory resolution.</i></p> <p><i>This will require further consideration, but we will consider local generation needs and transmission and distribution support. Once options are identified, the public will be consulted.</i></p>
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<p>What's the status of negotiations with TransCanada?</p> <p>Will the cost of these contract cancellations be made public knowledge at some time?</p>	<p>Discussions with TransCanada continue. We do not have an update at this time.</p> <p>Our government is committed to conducting business in an open and transparent manner. We will provide what we can when we can.</p>	<p><i>Discussions with TransCanada continue. We do not have an update at this time.</i></p> <p><i>Contracts are commercially sensitive. It is up to the proponent to determine what they are willing to make public and when.</i></p>
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Fisher, Petra (ENERGY)

From: Lindsay, David (ENERGY)
Sent: November-12-11 2:50 PM
To: MacLennan, Craig (ENERGY)
Cc: Silva, Joseph (ENERGY); Sharkawi, Rula (ENERGY); Perun, Halyna N. (ENERGY)
Subject: Fw: ASAP
Attachments: QA - repudiationNov11OPA ENE Legal Policy.Tracked.Revisions -3pm.doc; QA - repudiationNov11OPA.ENE.Legal.Policy Revisions.CLEAN-3pm.doc

Duplicate attachments removed

Hi Craig,

Just received this update from Halyna at legal on the communications preparations to date. I have asked Rula and the team to get ready for a new wave of media interest.

David

From: Perun, Halyna N. (ENERGY)
To: Lindsay, David (ENERGY)
Cc: Sharkawi, Rula (ENERGY)
Sent: Sat Nov 12 14:42:22 2011
Subject: Fw: ASAP

Hi Deputy - the attached went to CO yesterday aft - it will need to be finalized once we're clear whether OPA is proceeding w one step vs two-step approach - this was noted by Sylvia - I believe this would be the most uptodate comms strategy we have - co took the lead on it til now - but you will see we noted that we need to anticipate that the opa and min's letters could be made public and we need a comms strategy for that. A huddle Mon morning would be a good idea - I could be available before that if needed -

Halyna Perun
A\Director
Ph: 416 325 6681
BB: 416 671 2607

Sent using BlackBerry

From: Kovesfalvi, Sylvia (ENERGY)
To: McMichael, Rhonda (CAB); Sharkawi, Rula (ENERGY)
Cc: Perun, Halyna N. (ENERGY)
Sent: Fri Nov 11 15:37:52 2011
Subject: ASAP

Hi –

See Legal's response below. There are several approaches under discussion – nothing has been decided yet. In light of this, we have added an additional question to the chart (also reflected in messaging), in case we take the two-step approach (OPA sends 1st letter saying we'd like to negotiate, pls stop work while we do so, followed by 2nd letter saying negotiations haven't been successful, you haven't stopped working, we are not proceeding with contract).

Note: the OPA has sent the Minister a letter (our legal folks haven't seen it). The Minister is expected to send OPA a letter in response. It has not been sent yet – and there's no definitive timeline.

There is discussion to release these letters publicly. If that happens, Legal has advised we'll need a coms strategy. I've indicated that content/objective of letters and method of release will determine coms strategy (Rhonda – have you seen letters? Is this something CO/Greenfield working group is discussing?)

Attached are two versions of the chart: tracked with OPA's suggested change as noted in Halyna's email and below, and the additional QA/messaging in case a 2-step approach is adopted.

We have notified Eastern that we are not proceeding with the contract and advised Eastern to stop construction. We have made it clear that Eastern is financially liable if construction continues. We will pursue further discussions about stopping work at the site.

Note: Legal has advised that only the OPA should communicate the reference to financial liability. So this is only in OPA's response track.

I'll be off-line for the next couple of hours (driving).

From: Perun, Halyna N. (ENERGY)
Sent: November 11, 2011 2:45 PM
To: Kovesfalvi, Sylvia (ENERGY)
Cc: Calwell, Carolyn (ENERGY); King, Ryan (ENERGY)
Subject: RE: ASAP

Privileged and Confidential

Hi - Re CO's comment – the OPA added to this line:

We have notified Eastern that we are not proceeding with the contract and advised Eastern to stop construction. We have made it clear that Eastern is financially liable if construction continues. We will pursue further discussions about stopping work at the site.

So – that should address CO concerns. I have reviewed this with OPA General Counsel and this is what he advises could be added.

As you and I have discussed, the “who says what” chart is written from the point of view that the contract is terminated.

This chart applies once the OPA actually sends a letter of termination to Eastern.

However, my understanding from OPA General Counsel is that it remains undecided whether this is the approach that will be taken. Another approach (which he believes will be the approach) is what we refer to as the “two step approach” whereby:

- (1) First letter from the OPA to go to Eastern would say
 - OPA continues to desire reaching a mutual agreement to terminate the contract and negotiate terms of a new contract for a facility in a different location
 - If these negotiations are not successful, OPA will not proceed with the Contract
- (2) Second letter would follow a few days later should negotiations continue to fail – that now the contract is terminated.

So – the attached chart does not address the two-step approach.

To address the two-step, you'd need to build in a Q and A something like following:

Q. Has the contract been terminated?

A. No, but should negotiations not be successful, the OPA has notified Eastern Power that it is not proceeding with the contract.

A. In the meantime, the OPA has requested Eastern Power to stop construction at the site.

Also please note: – there has been discussion today about the public release of the two letters – one from the OPA to the Minister and the expected letter from the Minister to the OPA (not yet sent). There needs to be a communications strategy developed pertaining to these two letters should it be desired to release them.

Thanks Sylvia

Halyna

Halyna N. Perun
A/Director
Legal Services Branch
Ministries of Energy & Infrastructure
777 Bay Street, 4th Floor, Suite 425
Toronto, ON M5G 2E5
Ph: (416) 325-6681 / Fax: (416) 325-1781
BB: (416) 671-2607
E-mail: Halyna.Perun2@ontario.ca

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From: Kovesfalvi, Sylvia (ENERGY)
To: King, Ryan (ENERGY); Calwell, Carolyn (ENERGY)
Sent: Fri Nov 11 11:11:20 2011
Subject: ASAP

Hi - pls provide comment asap - thank you.

Sent from my BlackBerry Wireless Handheld

From: McMichael, Rhonda (CAB)
To: Sharkawi, Rula (ENERGY); Kovesfalvi, Sylvia (ENERGY)
Sent: Fri Nov 11 10:58:10 2011
Subject: Fw:

Hi Rula and Sylvia -- see below -- Giles changes to pass thru policy/legal and also answers to a couple of follow-up qs. Thanks -- let me know if you have questions.

From: McMichael, Rhonda (CAB)
To: Gherson, Giles (CAB)
Cc: Lindsay, David (ENERGY); Betzner, Lynn (CAB)
Sent: Fri Nov 11 10:56:21 2011
Subject: Re:

Thanks Giles -- I think we'll need an answer to a follow-up question or two as well.

Does that mean work is going to stop immediately? What if it doesn't?

I'll work with Energy to craft.

From: Gherson, Giles (CAB)
To: McMichael, Rhonda (CAB)
Cc: Lindsay, David (ENERGY)
Sent: Fri Nov 11 10:03:14 2011
Subject: RE:

Thanks Rhonda,

I think this is all fine except for the response to the question about stopping work. I think it is far too weak. It reads:

We have notified Eastern that we are not proceeding with the contract. We will pursue further discussions about stopping work at the site.

I think we need to be messaging that we expect construction at this site to stop immediately while we pursue further discussions about relocating the plant.

Giles

416.325.3759 (o)

416.587.0983 (c)

From: McMichael, Rhonda (CAB)
Sent: November 11, 2011 6:32 AM
To: 'kristin.jenkins@powerauthority.on.ca'; 'colin.andersen@powerauthority.on.ca'; Lindsay, David (ENERGY); Wallace, Peter (FIN); Livingston, David (IO); 'abirchenough@cogeco.ca'; Mayman, Gadi (OFA); Imbrogno, Serge (OFA); Segal, Murray (JUS)
Cc: Gherson, Giles (CAB); Betzner, Lynn (CAB); Sharkawi, Rula (ENERGY); Hume, Steen (CAB)
Subject: Fw:

Please find attached revised q/a with OPA recommended changes, approved by Energy policy and legal.
(The attachments include both track changes and clean versions).

From: Kovesfalvi, Sylvia (ENERGY)
To: McMichael, Rhonda (CAB)
Cc: Sharkawi, Rula (ENERGY)
Sent: Thu Nov 10 20:57:46 2011
Subject:

Hi – attached are Legal's and policy's suggestions (in tracked version). See Legal's explanation below.

Also attached is a clean copy, accepting Legal, policy's and OPA's changes.

From: Calwell, Carolyn (ENERGY)
Sent: November 10, 2011 6:21 PM
To: Kovesfalvi, Sylvia (ENERGY)

Cc: King, Ryan (ENERGY)
Subject: FW: Urgent: 4:00 PM Meeting

Apologies for my delay – please see suggestions in the attached.

By way of explanation, rather than refer to the government's intention, proposed correspondence refers to the government's commitment to relocate the plant. Rather than say that the OPA "will seek further discussions" with Eastern, I would suggest that the "OPA will pursue" – which is a bit vaguer and more optimistic.

Carolyn

From: McMichael, Rhonda (CAB)
To: Sharkawi, Rula (ENERGY); Kovesfalvi, Sylvia (ENERGY)
Sent: Thu Nov 10 16:01:05 2011
Subject: FW: 4:00 PM Meeting

Can you take a look and pass thru your legal? thanks.

From: Kristin Jenkins [mailto:Kristin.Jenkins@powerauthority.on.ca]
Sent: November 10, 2011 3:22 PM
To: abirchenough@cogeco.ca; Colin Andersen; Lindsay, David (ENERGY); Michael Lyle; JoAnne Butler; Imbrogno, Serge (OFA); Mayman, Gadi (OFA); Segal, Murray (JUS); Livingston, David (IO); Betzner, Lynn (CAB); Wallace, Peter (FIN); Hume, Steen (CAB); McMichael, Rhonda (CAB)
Cc: Amaral-Costa, Maria (CAB)
Subject: RE: 4:00 PM Meeting

Attached are OPA's proposed revisions to the messaging and Qs and As circulated yesterday.

Kristin

Kristin Jenkins | Vice President, Corporate Communications | **Ontario Power Authority** | 120 Adelaide Street West, Suite 1600 | Toronto, ON M5H 1T1 | tel. 416.969.6007 | fax. 416.967.1947 | www.powerauthority.on.ca

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Fisher, Petra (ENERGY)

From: Silva, Joseph (ENERGY)
Sent: November-12-11 3:09 PM
To: Lindsay, David (ENERGY); Perun, Halyna N. (ENERGY)
Cc: Sharkawi, Rula (ENERGY)
Subject: Re: ASAP

Thanks Deputy.

Halyna, Rula - the DM will be attending an advisory panel meeting on Monday AM. We'll look to set a slot for a huddle sometime on Monday when DM is back. In the interim, Rula - Jess or I will try and touch base with you on Monday.

Joseph

Sent using BlackBerry Wireless

From: Lindsay, David (ENERGY)
To: Perun, Halyna N. (ENERGY)
Cc: Sharkawi, Rula (ENERGY); Silva, Joseph (ENERGY)
Sent: Sat Nov 12 14:46:52 2011
Subject: Re: ASAP

Okay thanks Halyna.

Rula would you take the lead on coordinating our Minister's preparation for the media frenzy I believe we are about to enter.

Joseph and our shop can help coordinate.

David

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Halyna

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Sent: Thu Nov 10 20:57:46 2011
Subject:

Hi – attached are Legal's and policy's suggestions (in tracked version). See Legal's explanation below.

Also attached is a clean copy, accepting Legal, policy's and OPA's changes.

From: Calwell, Carolyn (ENERGY)
Sent: November 10, 2011 6:21 PM
To: Kovesfalvi, Sylvia (ENERGY)
Cc: King, Ryan (ENERGY)
Subject: FW: Urgent: 4:00 PM Meeting

Apologies for my delay – please see suggestions in the attached.

By way of explanation, rather than refer to the government's intention, proposed correspondence refers to the government's commitment to relocate the plant. Rather than say that the OPA "will seek further discussions" with Eastern, I would suggest that the "OPA will pursue" – which is a bit vaguer and more optimistic.

Carolyn

From: McMichael, Rhonda (CAB)
To: Sharkawi, Rula (ENERGY); Kovesfalvi, Sylvia (ENERGY)
Sent: Thu Nov 10 16:01:05 2011
Subject: FW: 4:00 PM Meeting

Can you take a look and pass thru your legal? thanks.

From: Kristin Jenkins [mailto:Kristin.Jenkins@powerauthority.on.ca]
Sent: November 10, 2011 3:22 PM
To: abirchenough@cogeco.ca; Colin Andersen; Lindsay, David (ENERGY); Michael Lyle; JoAnne Butler; Imbrogno, Serge (OFA); Mayman, Gadi (OFA); Segal, Murray (JUS); Livingston, David (IO); Betzner, Lynn (CAB); Wallace, Peter (FIN); Hume, Steen (CAB); McMichael, Rhonda (CAB)
Cc: Amaral-Costa, Maria (CAB)
Subject: RE: 4:00 PM Meeting

Attached are OPA's proposed revisions to the messaging and Qs and As circulated yesterday.

Kristin

Kristin Jenkins | Vice President, Corporate Communications | **Ontario Power Authority** | 120 Adelaide Street West, Suite 1600 | Toronto, ON M5H 1T1 | tel. 416.969.6007 | fax. 416.967.1947 | www.powerauthority.on.ca

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Fisher, Petra (ENERGY)

From: Perun, Halyna N. (ENERGY)
Sent: November-12-11 6:11 PM
To: 'chrisbentley@liberal.ola.org'; MacLennan, Craig (ENERGY)
Cc: Lindsay, David (ENERGY)
Subject: Fw: OPA letter to the Minister - the latest draft

Privileged and Confidential

The text of the letter from the OPA to the Minister is in email below that I sent Malliha - please let me know if you need anything else (I had sent this yesterday)

Halyna Perun
A\Director
Ph: 416 325 6681
BB: 416 671 2607

Sent using BlackBerry

From: Perun, Halyna N. (ENERGY)
To: Wilson, Malliha (JUS)
Sent: Fri Nov 11 13:18:49 2011
Subject: OPA letter to the Minister - the latest draft

Privileged and Confidential

This is the draft we landed on – we have not seen the actual signed version that was sent to the Minister yesterday:

Dear Minister:

I am writing to you on behalf of the Ontario Power Authority's (OPA) Board of Directors with respect to the Greenfield South Power Plant, which the Ministry of Energy procured in 2004. The OPA was subsequently directed to enter into a contract with Greenfield and is now the sole counterparty. The Board clearly understands that the government's intention is to relocate the plant as outlined in your letter to the OPA on October 24, 2011. The purpose of this letter is to ensure that the government's intention is met.

The OPA Board of Directors takes very seriously its responsibilities to our contract counter-parties. Like the provincial government, we would like to achieve a resolution for the Greenfield South plant that provides both fair treatment to the counterparty and Ontario ratepayers. We also think it is important that electricity developers generally continue to have confidence to invest in Ontario and that gas-fired generation continues to be accepted as an important, cost-effective and safe part of the province's electricity supply mix. At the same time, we recognize the public concern about the location of this plant and public requests that construction of the plant stop.

After receiving your October 24th letter, the OPA commenced discussions with Greenfield South. To date, the OPA's preferred approach has been to reach an agreement with Greenfield South to stop construction and negotiate an arrangement to relocate the plant or terminate the contract. Since then, it has become clear that Greenfield South may not agree to such an approach. In light of this, the logical next step appears to be to notify Greenfield South that the OPA will not be proceeding with the contract.

I wish to assure you that, even after taking this step, the OPA will seek to continue discussions with Greenfield South to arrive at an agreement on appropriate compensation. Given our shared interest in ratepayer value, the board would then also like to commence a dialogue with you on the most appropriate way to allocate the compensation between the OPA and the Crown.

I look forward to your reply.

Halyna

Halyna N. Perun
A/Director
Legal Services Branch
Ministries of Energy & Infrastructure
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Cayley, Daniel (ENERGY)

From: Kovesfalvi, Sylvia (ENERGY)
Sent: November-13-11 4:52 PM
To: Perun, Halyna N. (ENERGY); Sharkawi, Rula (ENERGY)
Cc: Calwell, Carolyn (ENERGY); King, Ryan (ENERGY); Gemmiti, Paola (MAA); McMichael, Rhonda (CAB)
Subject: Updated QA
Attachments: Greenfield - Messages and Qs and As.Oct27.doc; QA - repudiationNov13(letter release).COMS.CLEAN.4pm.doc

Hi all –

Attached is an updated QA with key messaging for three scenarios:

- Scenario A - If two-step process is selected
- Scenario B - If contract is terminated
- Scenario C - If contract is terminated and OPA/Minister letters become public **(NEW)***

Have also added new questions (under **“letter”**) that might come up if letters become public (what does/do this letter(s) mean? Are these letters/decisions precedent-setting? and repeated earlier Q's about what happens if developer keeps building, options to stop, potential cost. length of negotiations). *Apologies for not providing tracked version – for some reason the function is not working on my computer today.*

Note – we have been calling them Eastern throughout QA to this point, but OPA refers to them as Greenfield South in their letter. Let me know and I'll revise accordingly.

Also attached for your reference are the general QA prepared a few weeks back.

**Greenfield South Power Plant
KM/QA
Draft Two – October 27, 2011**

KEY MESSAGES

- Our government is committed to relocating the natural gas plant originally planned for Mississauga.
- That's why I sent a letter to the CEO of the OPA asking him to begin discussions with Eastern Power to find a new location for the site.
- It's our expectation the OPA and Eastern Power will work together to find a **satisfactory resolution to the Mississauga site.**
- As the OPA proceeds with their discussions, we will continue to ensure that the best interests of Ontario's communities and ratepayers remain the primary priority

QUESTIONS AND ANSWERS

STATUS

Why is work proceeding if the plant is being moved?

Our government is committed to finding a satisfactory resolution to the natural gas plant originally planned for Mississauga.

The first step is holding discussions with Eastern Power. I have asked the OPA, as the contract holder, to begin discussions with Eastern Power to find a satisfactory resolution to the site.

Why don't you stop construction while discussions are ongoing?

The first step is holding discussions with Eastern Power. I have asked the OPA, as the contract holder, to begin discussions with Eastern Power to find a satisfactory resolution to the site.

When did construction start?

Construction started in May 2011.

Why hasn't construction stopped?

Again, the first step is holding discussions with Eastern Power. I have asked the OPA to begin discussions with Eastern Power to find a satisfactory resolution to the site

What if Eastern Power does not agree to discussions and continues construction?

It's our expectation the OPA and Eastern Power will work together to find a satisfactory resolution to the site.

Will you issue a stop-order?

I have asked the OPA to begin discussions with Eastern Power to find a satisfactory resolution to the site.

It's our expectation the OPA and Eastern Power will work together to find a satisfactory resolution to the site.

As the OPA proceeds with their discussions, we will continue to ensure that the best interests of Ontario's communities and ratepayers remain the primary priority.

Will it require legislation to cancel it?

At this time, the OPA, as the contract holder, will begin discussions with Eastern Power to find a satisfactory resolution to the site.

It's our expectation the OPA and Eastern Power will work together to find a satisfactory resolution to the site.

But if talks break down, is legislation an option?

The first step is holding discussions with Eastern Power.

It's our expectation the OPA and Eastern Power will work together to find a satisfactory resolution to the site.

Legislation is an option, however, the best option, and the one we are choosing at this time, is to have the OPA work with Eastern Power to find satisfactory resolution to the site

Minister, your spokesperson said that legislation was not needed, is this true?

The best option, and the one we are choosing at this time, is to have the OPA work with Eastern Power to find satisfactory resolution to the site.

That's why I sent a letter to the CEO of the OPA asking him to begin discussions with Eastern Power to find a satisfactory resolution to the site.

NEGOTIATIONS

What stage are discussions at with the company? Have you personally spoken to them?

I have asked the OPA, as the contract holder, to begin discussions.

Who is negotiating with the company on behalf of the province? Is it the OPA?

I have asked OPA, as the contract holder, to begin discussions.

Will Eastern Power be the company to build the relocated plant? Do you have assurances from them on that?

At this time, the OPA will begin discussions with Eastern Power to find a satisfactory resolution to the site.

Will you put this back out to tender?

At this time, the OPA will begin discussions with Eastern Power to find a satisfactory resolution to the site.

It's our expectation the OPA and Eastern Power will work together to find a satisfactory resolution to the site.

What is the process for cancelling the project?

At this time, the OPA will begin discussions with Eastern Power to find a satisfactory resolution to the site.

It's our expectation the OPA and Eastern Power will work together to find a satisfactory resolution to the site.

COST

Isn't the price going up as long as construction continues?

Many issues will be considered in the discussions.

How much is it going to cost to relocate this plant?

I have asked the OPA to begin discussions with Eastern Power to find a satisfactory resolution to the site. I'm hopeful that this will be resolved fairly and in the best interests of ratepayers.

How much would it have cost to move the plant when the intent to relocate was first announced in late September, 2011?

Many issues will be considered in the discussions.

Is the company just trying to get as much as they can from a settlement?

I'm hopeful that this will be resolved fairly and in the best interests of ratepayers.

Will the cost be made public knowledge at some time?

Our government is committed to conducting business in an open and transparent manner.

How long do you expect negotiations to take and how much will this cost taxpayers?

The first step is holding discussions with Eastern Power. We have asked the OPA to begin discussions with Eastern Power.

It's our expectation the OPA and Eastern Power will work together to find a satisfactory resolution to the site.

RELOCATION

What are the alternative locations being considered?

The first step is holding discussions with Eastern Power. We have asked the OPA to begin discussions with Eastern Power to find a satisfactory resolution to the site.

Will it be in Mississauga?

The first step is holding discussions with Eastern Power.

Why not build the natural gas plant in Nanticoke instead? They've indicated they're a willing host community.

The first step is holding discussions with Eastern Power. We have asked the OPA to begin discussions with Eastern Power to find a satisfactory resolution to the site.

Will the public be consulted?

Yes.

LOCAL SUPPLY AND RELIABILITY

Will this jeopardize power supply in the area?

We are in an excellent supply situation in Ontario. The OPA will examine what options are available including transmission options to ensure reliability.

How delayed will this plant be now and do we have enough power in the interim to meet demand?

As I have said, the first step is holding discussions with Eastern Power.

We are in an excellent supply situation in Ontario. The OPA will examine what options are available, including transmission options, to ensure reliability.

How often will the new plant operate?

Actual operation of an alternate plant will depend on several factors including weather, local system conditions, demands on the electricity system and the availability of other sources of power.

So we know for sure it will be a gas plant – and not additional transmission or other resources, such as renewable energy and conservation – that will replace this plant?

We are in an excellent supply situation in Ontario. The OPA will examine what options are available, including transmission options, to ensure reliability.

What about the transmission solution? When the Oakville plant was cancelled you said a transmission solution can ensure the area will have enough electricity.

We are in an excellent supply situation in Ontario. The OPA will examine what options are available, including transmission options, to ensure reliability.

Will a natural gas plant be built in the Kitchener-Waterloo-Cambridge-Guelph area?

As indicated in the Long-Term Energy Plan the procurement of a natural gas plant in the Kitchener-Waterloo-Cambridge area is necessary.

The Kitchener-Waterloo-Cambridge area is a major automotive and high-tech centre and is experiencing rapid population and economic growth. Peak demand has been increasing at a rate double the provincial average. The region is host to several data centres that require a reliable power supply.

How many natural gas plants are there already operating in the GTA?

There are four major plants:

- The 550-megawatt Portlands Energy Centre near downtown Toronto
- The 874-megawatt Goreway Station in Brampton
- The 683-megawatt Halton Hills Generating Station
- A 117-megawatt cogeneration plant at the Toronto International Airport in Mississauga

In addition there are a number of smaller natural gas generating plants operating in industry, and in commercial and institutional complexes, including universities and hospitals, including:

- A 68-megawatt facility at the Ottawa Health Sciences Centre
- A 6.6-megawatt facility at Brock University in St. Catharines
- A 2.3-megawatt district energy facility at [Durham College in Oshawa](#)
- A 12-megawatt [cogeneration facility in London](#)
- A 5-megawatt cogeneration facility in [Sudbury](#)
- A 6.7-megawatt cogeneration facility at Sudbury hospital

WHAT RELOCATING GREENFIELD MEANS FOR OTHER PROJECTS

Are there other power projects set to break ground that you may reconsider?

This is a case and location-specific issue and is not applicable to any other issue.

You said that about Mississauga, after you cancelled Oakville. How can we trust that you won't cave to pressure the next time?

Like any other business, energy partners work together to respond to changing conditions.

This is a case and location-specific issue and is not applicable to any other issue.

Communities object to wind power yet you won't budge. This is two gas plants you have cancelled. Why the double-standard?

The government has heard the community's concerns about this plant proceeding as originally planned prompting our intention to relocate the plant. There is no reason to try and juxtapose this case with other generation projects.

Does this speak to a need to have a more independent, arms-length process?

This is a case and location-specific issue and is not applicable to any other issue. We will continue to work collaboratively with all parties involved.

Will you reconsider new gas set-backs or a new siting process for plants of any kind?

We are investigating how siting is dealt with in other jurisdictions but are still in the preliminary research stage.

What is the status of negotiations with TransCanada over the cancellation of the Oakville plant?

We are in discussions with TransCanada, and do not have an update at this time.

GENERAL BACKGROUND

- Greenfield South Generating Station is a 280-megawatt combined cycle natural gas plant located in the City of Mississauga on a 4.5 hectare property at 2315 Loreland Avenue. The plant will occupy roughly 2 hectares of the property.
- The plant is 700 metres from the Trillium Health Centre and 1.1 km from the nearest school (Isna Elementary School). The nearest block of homes is about 250 metres south of the site.
- The plant was selected in the Ministry of Energy Clean Energy Supply competition in 2005 and holds a contract with the Ontario Power Authority (OPA).
- The plant's original planned commercial operation date was 2009.
- Approval delays resulting from City of Mississauga opposition to the project at the environmental approval and building permitting stages harmed the economic viability

of the project. The contract between Greenfield South Power Corporation and the OPA was renegotiated, and the commercial operation date has been extended to September 1, 2014.

- The project obtained zoning approval in 2007 and environmental approval in 2008.
- The OPA was advised on May 31, 2011, that the company has received its building permit for the plant. The company is moving equipment to the site, and excavation and foundation work is expected to start in early July.
- The site is located in a predominantly industrial area. It is bounded by a railway line, a transmission corridor and the Queen Elizabeth Way.
- The Ontario Municipal Board reviewed municipal planning and zoning and determined that the site was properly zoned and suitable for this type of electricity generation facility.
- In October 2011, the Minister of Energy wrote to the OPA asking them to begin discussions with Eastern Power to find an alternate location for the Greenfield South Plant.

Note:

In April 2005, Eastern Power was awarded contracts for two 280 MW natural gas plants – one for Greenfield South and one for Greenfield North (Huronario St. north of Derry Rd.). In August 2005, Greenfield North contract terminated under a mutual agreement between the OPA and Eastern Power because Eastern Power was not able to obtain financing. The Greenfield South contract remained in place. At the time, Eastern Power said it preferred the Greenfield South site because it was better for natural gas supply and electrical connection and the area was zoned for industrial activity, including power generation.

MEDIA PROTOCOL

Generally the Minister's Office responds to strategic questions and OPA responds to operational questions.

Strategic - Minister's Office (Minister or Erika Botond)

- Government's decision to relocate the plant
- Government's commitment to relocate the plant.

Operational - OPA (Colin Andersen or Kristen Jenkins)

- Status of contract negotiations, and process for finding another site
- History of Eastern site selection (required approvals, public consultation, etc).

Process

- The OPA immediately notifies the Ministry of Energy of any Greenfield-related media call (Communications Director, Media Manager and Spokesperson).
- The Ministry immediately notifies Minister's Office, Deputy Minister's Office, Legal and Cabinet Office.
- The OPA submits proposed responses; the ministry secures approvals (Cabinet Office, DMO, Legal, Policy).
- The Minister's Office confirms who responds and how (phone/email).

WHO SAYS WHAT – General Guidelines

	MINISTER	OPA
Key Messages	<p><u>SCENARIO A - If OPA sends letter to Eastern advising unsuccessful negotiations lead to termination (2-step approach)</u></p> <p>I understand the OPA has notified Eastern Power that it is not proceeding with the contract if negotiations are unsuccessful.</p> <p>In the meantime, the OPA has asked Eastern Power to stop construction at the site.</p> <p><u>SCENARIO B - If Contract is Terminated</u></p> <p>I understand the OPA has had discussions with the proponent (Eastern Power). The OPA has notified Eastern that the OPA will not proceed with the contract.</p> <p>The OPA will look for another site for the gas plant.</p> <p>The government will continue to ensure that the best interests of Ontario's communities and ratepayers remain the primary priority.</p>	<p><i>We are in discussions with Eastern.</i></p> <p><i>We have notified them that we will not be proceeding with the contract if our negotiations are not successful.</i></p> <p><i>In the meantime, we have asked Eastern Power to stop construction at the site.</i></p> <p><i>After pursuing discussions to reach a negotiated agreement, we have notified Eastern that the OPA will not proceed with the contract.</i></p> <p><i>We are seeking to continue discussions with Eastern on next steps. We cannot provide any additional information on these discussions at this time.</i></p> <p><i>We will look for another site for the gas plant.</i></p> <p><i>Once potential sites have been identified, the public will be consulted before a final decision is made.</i></p>

<p>Letters</p> <p>What does/do these letters mean?</p>	<p><u>SCENARIO C – If letter/letters become public</u></p> <p>Despite OPA's best efforts, a successful negotiation could not be reached.</p> <p>OPA has recommended that the contract be stopped and we support their recommendation.</p> <p>The government is committed to relocating this plant. It is in the ratepayer's interest to stop construction of this plant as soon as possible.</p> <p>It is also in the interest of Ontario's economy to settle as quickly as possible. We need to reassure electricity developers and investors that Ontario remains a good place to make energy investments.</p> <p>Gas-fired generation is an important and cost-effective role in building a cleaner, more modern electricity system that meets Ontario's energy needs.</p> <p>The government remains committed to providing a strong, stable supply of electricity for Ontario. We also remain committed to providing support to those making investments in Ontario's electricity system.</p> <p>The government will continue to ensure that the best interests of Ontario's communities and ratepayers remain the primary priority.</p> <p><i>It/they mean the government supports OPA's recommendation to terminate the contract with Eastern Power.</i></p>	<p><i>Despite our best efforts, a successful negotiation could not be reached.</i></p> <p><i>We have recommended that the contract be stopped and appreciate the government's support.</i></p> <p><i>The government is committed to relocating this plant. It is in the ratepayer's interest to stop construction of this plant as soon as possible.</i></p> <p><i>It is also in the interest of Ontario's economy to settle as quickly as possible. We need to reassure electricity developers and investors that Ontario remains a good place to make energy investments.</i></p> <p><i>Gas-fired generation is an important and cost-effective role in building a cleaner, more modern electricity system that meets Ontario's energy needs.</i></p> <p><i>We share the government's commitment to ratepayer value.</i></p> <p><i>We hope to continue discussions with the developer to arrive at a settlement fair to all parties.</i></p> <p><i>It/they mean negotiations had stalled and the OPA recognized the best next step for all parties involved – ratepayers, the developer and OPA – was to terminate the contract. The OPA recommended terminating the contract and the government indicated their support.</i></p>
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Does this mean construction stops immediately?	That is what the OPA asked and that is our expectation.	<i>That is what we asked and that is our expectation.</i>
What kind of penalty does the developer face if they don't stop construction?	This is commercially sensitive information – but there is a significant financial penalty.	<i>This is commercially sensitive information; however the developer has been made aware that they will incur severe(?) financial penalties if construction continues.</i>
Why did negotiations fail?	The OPA and the developer could not reach an agreement to stop construction.	<i>We could not reach an agreement with the developer to stop construction.</i>
How long did the OPA give it? How extensive have the discussions been?	I understand the OPA and developer have been meeting frequently for the past few weeks.	<i>We have been meeting frequently with the developer for the past few weeks.</i>
There's been strong and persistent opposition in other communities – Northern York Region for example, yet those plants are proceeding. Why are you stopping this one?	This is a unique case and these circumstances do not apply to other contracts or issues.	<i>This is a unique case and these circumstances do not apply to other contracts or issues.</i>
What does “most appropriate way to allocate compensation	It means that we will sit down together to determine how to share the cost of cancelling the contract, giving full recognition to ratepayer value and contractual obligations.	<i>It means that we will sit down together to determine how to share the cost of cancelling the contract, giving full recognition to ratepayer value and contractual obligations.</i>

<p>between the OPA and Crown” mean?</p> <p>Exactly how much is it going to cost to cancel this contract?</p> <p>How long will settlement negotiations take? Is there a drop-dead date?</p> <p>Are these letters precedent-setting? Has the Ministry or OPA sent similar letters before?</p> <p><u>Contract Termination</u></p> <p>Has the contract been terminated?</p>	<p>That has yet to be determined. The OPA is committed to settling this matter with ratepayer value top of mind.</p> <p>The OPA will take the time necessary to come to a fair settlement.</p> <p>No. Letters of intent and direction are not precedent-setting. Our government conducts business on behalf of the people of Ontario in an open and transparent manner.</p> <p><u>SCENARIO A</u></p> <p><i>No, however if negotiations are not successful, the OPA has notified Eastern Power that it is not proceeding with the contract. In the meantime, the OPA has asked Eastern Power to stop construction at the site.</i></p>	<p><i>We hope to start settlement negotiations soon. We are committed to finding a fair settlement that upholds ratepayer value.</i></p> <p><i>We will take the time needed to find a fair solution.</i></p> <p><i>No. Letters of intent and direction are not precedent-setting. Our agency conducts business on behalf of the people of Ontario. We do so in an open and transparent manner.</i></p> <p><i>No. We are in discussions with Eastern. We have notified them however that if our negotiations are not successful, we will not be proceeding with the contract. In the meantime, we have asked Eastern Power to stop construction at the site.</i></p>
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<p>Who terminated the contract?</p> <p>Why was the contract terminated? Were other solutions not viable?</p> <p>Did the OPA terminate the contract at the government's request?</p> <p>Why wasn't the contract terminated sooner?</p> <p>If the OPA is terminating the contract, how can you get the company (Eastern) to work with the OPA to relocate the site?</p>	<p><u>SCENARIO B AND C</u></p> <p>Following discussions with Eastern Power, OPA decided not proceeding with the contract would best serve the public's interest.</p> <p>Contract negotiations are commercially sensitive. These discussions are confidential. We are confident the OPA is working in the best interests of Ontarians.</p> <p>The OPA, as the contract holder, has been in discussions with Eastern Power to resolve this matter in the best interests of Ontarians. Following discussions with Eastern Power, OPA recommended not proceeding with the contract best serves the public's interest. We support the OPA's recommendation</p> <p>Discussions began as soon as they could between OPA and Eastern. This decision is the result of those discussions.</p> <p>The OPA will pursue further discussions with Eastern Power and we expect them to find a satisfactory resolution.</p>	<p><i>After pursuing discussions to reach a negotiated agreement, we have notified Eastern that the OPA will not proceed with the contract.</i></p> <p><i>Contract negotiations are commercially sensitive. These discussions are confidential. We will continue to negotiate in the best interests of Ontarians.</i></p> <p><i>The government has been clear that it is committed relocating the plant. Given the government's commitment, and following discussions with Eastern, we decided not proceeding with the contract was the appropriate next step.</i></p> <p><i>Our goal has been to resolve this matter in the best interests of Ontarians. We believe this decision best serves the public interest. Contract negotiations are commercial sensitive and we cannot say more than that.</i></p> <p><i>We initiated discussions with Eastern Power as soon as we received the Minister's letter asking us to begin discussions. Not proceeding with the contract is the result of these discussions.</i></p> <p><i>We will pursue further discussions with the proponent.</i></p>
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<p>Will Eastern Power be the company to build the relocated plant? Do you have assurances from them on that?</p> <p>Will you put this back out to tender?</p> <p>What is the process for finding another site?</p> <p>How come you've cancelled the plants in Mississauga and Oakville but not in Northern York Region?</p>	<p>The OPA will pursue further discussions with Eastern Power to find a satisfactory resolution.</p> <p>The OPA will pursue further discussions with Eastern Power to find a satisfactory resolution.</p> <p>The OPA is best able to answer this. We can confirm that the site selection will include public consultation.</p> <p>These are two very different situations. The OPA has advised that Southwest GTA's local reliability issues can be addressed through building transmission. Transmission projects were rejected by the people of Northern York Region, and a generating facility is required immediately in the region to meet North American standards for reliability.</p>	<p><i>We expect to continue discussions with Eastern Power and hope to reach a satisfactory resolution.</i></p> <p><i>We expect to continue discussions with Eastern Power and hope to reach a satisfactory resolution.</i></p> <p><i>This will require further consideration, but we will consider local generation needs and transmission and distribution support. Once options are identified, the public will be consulted.</i></p> <p><i>These are two very different situations. Southwest GTA's local reliability issues can be addressed through building transmission. Transmission projects were rejected by the people of Northern York Region, and a generating facility is required immediately in the region to meet North American standards for reliability.</i></p>
<p><u>Construction</u></p> <p>Now that the OPA has terminated the contract, will work stop at the site?</p>	<p>My understanding is that the OPA has notified the proponent that it is not proceeding with the contract. The OPA has advised the developer to stop work at the site.</p>	<p><i>We have notified Eastern that we are not proceeding with the contract and advised Eastern to stop construction. We have made it clear that Eastern is financially liable if construction continues. We will pursue further discussions about stopping work at the site.</i></p>

<p>Will legislation be required to stop construction?</p> <p>Minister, your spokesperson said that legislation was not needed, is this true?</p>	<p>Legislation is an option, however, the best option, and the one we are choosing at this time, is to have the OPA work with Eastern Power to find satisfactory resolution.</p> <p>It is our expectation the OPA and Eastern Power will work together to find a satisfactory resolution.</p> <p>The best option, and the one we are choosing at this time, is to have the OPA work with Eastern Power to find satisfactory resolution to the site.</p>	<p><i>The government is best able to answer that question.</i></p> <p><i>We will pursue further discussions and hope to reach a satisfactory resolution.</i></p> <p><i>The government is best able to answer that question.</i></p>
<p><u>Contract Value</u></p> <p>Why should anyone want to contract with OPA or government after this?</p> <p>What's the status of negotiations with TransCanada?</p> <p>Will the cost of these contract cancellations be made public knowledge at some time?</p>	<p>The government and our agencies have successful track records for negotiating and fulfilling contracts in the best interest of Ontario taxpayers. This is a unique case and these circumstances do not apply to other contracts or issues.</p> <p>Like any other business, energy partners work together to respond to changing conditions. Contracts are renegotiated or terminated on a small and large scale across businesses of all types.</p> <p>Discussions with TransCanada continue. We do not have an update at this time.</p> <p>Our government is committed to conducting business in an open and transparent manner. We will provide what we can when we can.</p>	<p><i>Our agency has a successful track record for negotiating and fulfilling contracts in the best interest of Ontario ratepayers.</i></p> <p><i>This is a unique case and these circumstances to not apply to other contracts or issues.</i></p> <p><i>Discussions with TransCanada continue. We do not have an update at this time.</i></p> <p><i>Contracts are commercially sensitive. It is up to the proponent to determine what they are willing to make public and when.</i></p>

Cayley, Daniel (ENERGY)

From: Kovesfalvi, Sylvia (ENERGY)
Sent: November-13-11 5:17 PM
To: 'Calwell, Carolyn (ENERGY)'; McMichael, Rhonda (CAB); Perun, Halyna N. (ENERGY); Sharkawi, Rula (ENERGY)
Cc: King, Ryan (ENERGY); Gemmiti, Paola (MAA)
Subject: RE: Updated QA

Will make that change to QA now and send new version momentarily.

From: Calwell, Carolyn (ENERGY)
Sent: November 13, 2011 5:16 PM
To: Kovesfalvi, Sylvia (ENERGY); McMichael, Rhonda (CAB); Perun, Halyna N. (ENERGY); Sharkawi, Rula (ENERGY)
Cc: King, Ryan (ENERGY); Gemmiti, Paola (MAA)
Subject: Re: Updated QA

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Cc: Calwell, Carolyn (ENERGY); King, Ryan (ENERGY); Gemmiti, Paola (MAA)
Sent: Sun Nov 13 17:12:57 2011
Subject: RE: Updated QA

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Sent: Sun Nov 13 16:52:27 2011

Subject: Updated QA

Hi all –

Attached is an updated QA with key messaging for three scenarios:

- Scenario A - If two-step process is selected
- Scenario B - If contract is terminated
- Scenario C - If contract is terminated and OPA/Minister letters become public **(NEW)***

Have also added new questions (under **“letter”**) that might come up if letters become public (what does/do this letter(s) mean? Are these letters/decisions precedent-setting? and repeated earlier Q's about what happens if developer keeps building, options to stop, potential cost, length of negotiations). *Apologies for not providing tracked version – for some reason the function is not working on my computer today.*

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Cc: King, Ryan (ENERGY); Gemmiti, Paola (MAA)
Subject: RE: Updated QA
Attachments: QA - repudiationNov13(letter release).COMS.5pm.doc

References to Eastern Power deleted and replaced with Greenfield South.

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Also attached for your reference are the general QA prepared a few weeks back.

Greenfield Contract Termination (Repudiation)
November 13, 2011 (5:30 pm)

MEDIA PROTOCOL

Generally the Minister's Office responds to strategic questions and OPA responds to operational questions.

Strategic - Minister's Office (Minister or Erika Botond)

- Government's decision to relocate the plant
- Government's commitment to relocate the plant.

Operational - OPA (Colin Andersen or Kristen Jenkins)

- Status of contract negotiations, and process for finding another site
- History of Greenfield site selection (required approvals, public consultation, etc).

Process

- The OPA immediately notifies the Ministry of Energy of any Greenfield-related media call (Communications Director, Media Manager and Spokesperson).
- The Ministry immediately notifies Minister's Office, Deputy Minister's Office, Legal and Cabinet Office.
- The OPA submits proposed responses; the ministry secures approvals (Cabinet Office, DMO, Legal, Policy).
- The Minister's Office confirms who responds and how (phone/email).

WHO SAYS WHAT – General Guidelines

	MINISTER	OPA
Key Messages	<p><u>SCENARIO A - If OPA sends letter to Greenfield South advising unsuccessful negotiations lead to termination (2-step approach)</u></p> <p>I understand the OPA has notified Greenfield South that it is not proceeding with the contract if negotiations are unsuccessful.</p> <p>In the meantime, the OPA has asked Greenfield South to stop construction at the site.</p> <p><u>SCENARIO B - If Contract is Terminated</u></p> <p>I understand the OPA has had discussions with the developer – Greenfield South. The OPA has notified Greenfield that the OPA will not proceed with the contract.</p> <p>The OPA will look for another site for the gas plant.</p> <p>The government will continue to ensure that the best interests of Ontario's communities and ratepayers remain the primary priority.</p>	<p><i>We are in discussions with Greenfield South.</i></p> <p><i>We have notified them that we will not be proceeding with the contract if our negotiations are not successful.</i></p> <p><i>In the meantime, we have asked Greenfield South to stop construction at the site.</i></p> <p><i>After pursuing discussions to reach a negotiated agreement, we have notified Greenfield South that the OPA will not proceed with the contract.</i></p> <p><i>We are seeking to continue discussions with Greenfield South on next steps. We cannot provide any additional information on these discussions at this time.</i></p> <p><i>We will look for another site for the gas plant.</i></p> <p><i>Once potential sites have been identified, the public will be consulted before a final decision is made.</i></p>

<p>Letters</p> <p>What does/do these letters mean?</p>	<p><u>SCENARIO C – If letter/letters become public</u></p> <p>Despite OPA's best efforts, a successful negotiation could not be reached.</p> <p>OPA has recommended that the contract be stopped and we support their recommendation.</p> <p>The government is committed to relocating this plant. It is in the ratepayer's interest to stop construction of this plant as soon as possible.</p> <p>It is also in the interest of Ontario's economy to settle as quickly as possible. We need to reassure electricity developers and investors that Ontario remains a good place to make energy investments.</p> <p>Gas-fired generation is an important and cost-effective role in building a cleaner, more modern electricity system that meets Ontario's energy needs.</p> <p>The government remains committed to providing a strong, stable supply of electricity for Ontario. We also remain committed to providing support to those making investments in Ontario's electricity system.</p> <p>The government will continue to ensure that the best interests of Ontario's communities and ratepayers remain the primary priority.</p> <p><i>It/they mean the government supports OPA's recommendation to terminate the contract with Greenfield South.</i></p>	<p><i>Despite our best efforts, a successful negotiation could not be reached.</i></p> <p><i>We have recommended that the contract be stopped and appreciate the government's support.</i></p> <p><i>The government is committed to relocating this plant. It is in the ratepayer's interest to stop construction of this plant as soon as possible.</i></p> <p><i>It is also in the interest of Ontario's economy to settle as quickly as possible. We need to reassure electricity developers and investors that Ontario remains a good place to make energy investments.</i></p> <p><i>Gas-fired generation is an important and cost-effective role in building a cleaner, more modern electricity system that meets Ontario's energy needs.</i></p> <p><i>We share the government's commitment to ratepayer value.</i></p> <p><i>We hope to continue discussions with the developer to arrive at a settlement fair to all parties.</i></p> <p><i>It/they mean negotiations had stalled and the OPA recognized the best next step for all parties involved – ratepayers, the developer and OPA – was to terminate the contract. The OPA recommended terminating the contract and the government indicated their support.</i></p>
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Does this mean construction stops immediately?	That is what the OPA asked and that is our expectation.	<i>That is what we asked and that is our expectation.</i>
What kind of penalty does the developer face if they don't stop construction?	This is commercially sensitive information – but there is a significant financial penalty.	<i>This is commercially sensitive information; however the developer has been made aware that they will incur severe(?) financial penalties if construction continues.</i>
Why did negotiations fail?	The OPA and the developer could not reach an agreement to stop construction.	<i>We could not reach an agreement with the developer to stop construction.</i>
How long did the OPA give it? How extensive have the discussions been?	I understand the OPA and developer have been meeting frequently for the past few weeks.	<i>We have been meeting frequently with the developer for the past few weeks.</i>
There's been strong and persistent opposition in other communities – Northern York Region for example, yet those plants are proceeding. Why are you stopping this one?	This is a unique case and these circumstances do not apply to other contracts or issues.	<i>This is a unique case and these circumstances do not apply to other contracts or issues.</i>
What does “most appropriate way to allocate compensation	It means that we will sit down together to determine how to share the cost of cancelling the contract, giving full recognition to ratepayer value and contractual obligations.	<i>It means that we will sit down together to determine how to share the cost of cancelling the contract, giving full recognition to ratepayer value and contractual obligations.</i>

<p>between the OPA and Crown” mean?</p> <p>Exactly how much is it going to cost to cancel this contract?</p> <p>How long will settlement negotiations take? Is there a drop-dead date?</p> <p>Are these letters precedent-setting? Has the Ministry or OPA sent similar letters before?</p> <p><u>Contract Termination</u></p> <p>Has the contract been terminated?</p>	<p>That has yet to be determined. The OPA is committed to settling this matter with ratepayer value top of mind.</p> <p>The OPA will take the time necessary to come to a fair settlement.</p> <p>No. Letters of intent and direction are not precedent-setting. Our government conducts business on behalf of the people of Ontario in an open and transparent manner.</p> <p><u>SCENARIO A</u></p> <p>No, however if negotiations are not successful, the OPA has notified Greenfield South that it is not proceeding with the contract. In the meantime, the OPA has asked Greenfield South to stop construction at the site.</p>	<p><i>We hope to start settlement negotiations soon. We are committed to finding a fair settlement that upholds ratepayer value.</i></p> <p><i>We will take the time needed to find a fair solution.</i></p> <p><i>No. Letters of intent and direction are not precedent-setting. Our agency conducts business on behalf of the people of Ontario. We do so in an open and transparent manner.</i></p> <p><i>No. We are in discussions with Greenfield South.. We have notified them however that if our negotiations are not successful, we will not be proceeding with the contract. In the meantime, we have asked Greenfield South to stop construction at the site.</i></p>
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<p>Who terminated the contract?</p> <p>Why was the contract terminated? Were other solutions not viable?</p> <p>Did the OPA terminate the contract at the government's request?</p> <p>Why wasn't the contract terminated sooner?</p> <p>If the OPA is terminating the contract, how can you get the company (Eastern) to work with the OPA to relocate the site?</p>	<p><u>SCENARIO B AND C</u></p> <p>Following discussions with Greenfield South, OPA decided not proceeding with the contract would best serve the public's interest.</p> <p>Contract negotiations are commercially sensitive. These discussions are confidential. We are confident the OPA is working in the best interests of Ontarians.</p> <p>The OPA, as the contract holder, has been in discussions with Greenfield South to resolve this matter in the best interests of Ontarians. Following discussions with Greenfield South, OPA recommended not proceeding with the contract best serves the public's interest. We support the OPA's recommendation</p> <p>Discussions began as soon as they could between OPA and Greenfield South. This decision is the result of those discussions.</p> <p>The OPA will pursue further discussions with Greenfield South and we expect them to find a satisfactory resolution.</p>	<p><i>After pursuing discussions to reach a negotiated agreement, we have notified Greenfield South that the OPA will not proceed with the contract.</i></p> <p><i>Contract negotiations are commercially sensitive. These discussions are confidential. We will continue to negotiate in the best interests of Ontarians.</i></p> <p><i>The government has been clear that it is committed relocating the plant. Given the government's commitment, and following discussions with Greenfield South, we decided not proceeding with the contract was the appropriate next step.</i></p> <p><i>Our goal has been to resolve this matter in the best interests of Ontarians. We believe this decision best serves the public interest. Contract negotiations are commercial sensitive and we cannot say more than that.</i></p> <p><i>We initiated discussions with Greenfield South as soon as we received the Minister's letter asking us to begin discussions. Not proceeding with the contract is the result of these discussions.</i></p> <p><i>We will pursue further discussions with the proponent.</i></p>
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<p>Will Eastern Power be the company to build the relocated plant? Do you have assurances from them on that?</p> <p>Will you put this back out to tender?</p> <p>What is the process for finding another site?</p> <p>How come you've cancelled the plants in Mississauga and Oakville but not in Northern York Region?</p>	<p>The OPA will pursue further discussions with Greenfield South to find a satisfactory resolution.</p> <p>The OPA will pursue further discussions with Greenfield South to find a satisfactory resolution.</p> <p>The OPA is best able to answer this. We can confirm that the site selection will include public consultation.</p> <p>These are two very different situations. The OPA has advised that Southwest GTA's local reliability issues can be addressed through building transmission. Transmission projects were rejected by the people of Northern York Region, and a generating facility is required immediately in the region to meet North American standards for reliability.</p>	<p><i>We expect to continue discussions with Greenfield South and hope to reach a satisfactory resolution.</i></p> <p><i>We expect to continue discussions with Greenfield South and hope to reach a satisfactory resolution.</i></p> <p><i>This will require further consideration, but we will consider local generation needs and transmission and distribution support. Once options are identified, the public will be consulted.</i></p> <p><i>These are two very different situations. Southwest GTA's local reliability issues can be addressed through building transmission. Transmission projects were rejected by the people of Northern York Region, and a generating facility is required immediately in the region to meet North American standards for reliability.</i></p>
<p><u>Construction</u></p> <p>Now that the OPA has terminated the contract, will work stop at the site?</p>	<p>My understanding is that the OPA has notified the developer that it is not proceeding with the contract. The OPA has advised the developer to stop work at the site.</p>	<p><i>We have notified Greenfield South that we are not proceeding with the contract and advised Greenfield to stop construction. We have made it clear that Greenfield is financially liable if construction continues. We will pursue further discussions about stopping work at the site.</i></p>

<p>Will legislation be required to stop construction?</p> <p>Minister, your spokesperson said that legislation was not needed, is this true?</p>	<p>Legislation is an option, however, the best option, and the one we are choosing at this time, is to have the OPA work with Greenfield South to find satisfactory resolution.</p> <p>It is our expectation the OPA and Greenfield South will work together to find a satisfactory resolution.</p> <p>The best option, and the one we are choosing at this time, is to have the OPA work with Greenfield South to find satisfactory resolution to the site.</p>	<p><i>The government is best able to answer that question.</i></p> <p><i>We will pursue further discussions and hope to reach a satisfactory resolution.</i></p> <p><i>The government is best able to answer that question.</i></p>
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Attachments: QA - repudiationNov13(letter release).COMS.5pm.(2).doc

Missed a couple of references in the Q's – pls use this version (2).

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	MINISTER	OPA
Key Messages	<p><u>SCENARIO A - If OPA sends letter to Greenfield South advising unsuccessful negotiations lead to termination (2-step approach)</u></p> <p>I understand the OPA has notified Greenfield South that it is not proceeding with the contract if negotiations are unsuccessful.</p> <p>In the meantime, the OPA has asked Greenfield South to stop construction at the site.</p> <p><u>SCENARIO B - If Contract is Terminated</u></p> <p>I understand the OPA has had discussions with the developer – Greenfield South. The OPA has notified Greenfield that the OPA will not proceed with the contract.</p> <p>The OPA will look for another site for the gas plant.</p> <p>The government will continue to ensure that the best interests of Ontario's communities and ratepayers remain the primary priority.</p>	<p><i>We are in discussions with Greenfield South.</i></p> <p><i>We have notified them that we will not be proceeding with the contract if our negotiations are not successful.</i></p> <p><i>In the meantime, we have asked Greenfield South to stop construction at the site.</i></p> <p><i>After pursuing discussions to reach a negotiated agreement, we have notified Greenfield South that the OPA will not proceed with the contract.</i></p> <p><i>We are seeking to continue discussions with Greenfield South on next steps. We cannot provide any additional information on these discussions at this time.</i></p> <p><i>We will look for another site for the gas plant.</i></p> <p><i>Once potential sites have been identified, the public will be consulted before a final decision is made.</i></p>

	<p><u>SCENARIO C – If letter/letters become public</u></p> <p>Despite OPA's best efforts, a successful negotiation could not be reached.</p> <p>OPA has recommended that the contract be stopped and we support their recommendation.</p> <p>The government is committed to relocating this plant. It is in the ratepayer's interest to stop construction of this plant as soon as possible.</p> <p>It is also in the interest of Ontario's economy to settle as quickly as possible. We need to reassure electricity developers and investors that Ontario remains a good place to make energy investments.</p> <p>Gas-fired generation is an important and cost-effective role in building a cleaner, more modern electricity system that meets Ontario's energy needs.</p> <p>The government remains committed to providing a strong, stable supply of electricity for Ontario. We also remain committed to providing support to those making investments in Ontario's electricity system.</p> <p>The government will continue to ensure that the best interests of Ontario's communities and ratepayers remain the primary priority.</p>	<p><i>Despite our best efforts, a successful negotiation could not be reached.</i></p> <p><i>We have recommended that the contract be stopped and appreciate the government's support.</i></p> <p><i>The government is committed to relocating this plant. It is in the ratepayer's interest to stop construction of this plant as soon as possible.</i></p> <p><i>It is also in the interest of Ontario's economy to settle as quickly as possible. We need to reassure electricity developers and investors that Ontario remains a good place to make energy investments.</i></p> <p><i>Gas-fired generation is an important and cost-effective role in building a cleaner, more modern electricity system that meets Ontario's energy needs.</i></p> <p><i>We share the government's commitment to ratepayer value.</i></p> <p><i>We hope to continue discussions with the developer to arrive at a settlement fair to all parties.</i></p>
<p><u>Letters</u></p> <p>What does/do these letters mean?</p>	<p><i>It/they mean the government supports OPA's recommendation to terminate the contract with Greenfield South.</i></p>	<p><i>It/they mean negotiations had stalled and the OPA recognized the best next step for all parties involved – ratepayers, the developer and OPA – was to terminate the contract. The OPA recommended terminating the contract and the government indicated their support.</i></p>

Does this mean construction stops immediately?	That is what the OPA asked and that is our expectation.	<i>That is what we asked and that is our expectation.</i>
What kind of penalty does the developer face if they don't stop construction?	This is commercially sensitive information – but there is a significant financial penalty.	<i>This is commercially sensitive information; however the developer has been made aware that they will incur severe(?) financial penalties if construction continues.</i>
Why did negotiations fail?	The OPA and the developer could not reach an agreement to stop construction.	<i>We could not reach an agreement with the developer to stop construction.</i>
How long did the OPA give it? How extensive have the discussions been?	I understand the OPA and developer have been meeting frequently for the past few weeks.	<i>We have been meeting frequently with the developer for the past few weeks.</i>
There's been strong and persistent opposition in other communities – Northern York Region for example, yet those plants are proceeding. Why are you stopping this one?	This is a unique case and these circumstances do not apply to other contracts or issues.	<i>This is a unique case and these circumstances do not apply to other contracts or issues.</i>
What does “most appropriate way to allocate compensation	It means that we will sit down together to determine how to share the cost of cancelling the contract, giving full recognition to ratepayer value and contractual obligations.	<i>It means that we will sit down together to determine how to share the cost of cancelling the contract, giving full recognition to ratepayer value and contractual obligations.</i>

<p>between the OPA and Crown” mean?</p> <p>Exactly how much is it going to cost to cancel this contract?</p> <p>How long will settlement negotiations take? Is there a drop-dead date?</p> <p>Are these letters precedent-setting? Has the Ministry or OPA sent similar letters before?</p> <p><u>Contract Termination</u></p> <p>Has the contract been terminated?</p>	<p>That has yet to be determined. The OPA is committed to settling this matter with ratepayer value top of mind.</p> <p>The OPA will take the time necessary to come to a fair settlement.</p> <p>No. Letters of intent and direction are not precedent-setting. Our government conducts business on behalf of the people of Ontario in an open and transparent manner.</p> <p><u>SCENARIO A</u></p> <p>No, however if negotiations are not successful, the OPA has notified Greenfield South that it is not proceeding with the contract. In the meantime, the OPA has asked Greenfield South to stop construction at the site.</p>	<p><i>We hope to start settlement negotiations soon. We are committed to finding a fair settlement that upholds ratepayer value.</i></p> <p><i>We will take the time needed to find a fair solution.</i></p> <p><i>No. Letters of intent and direction are not precedent-setting. Our agency conducts business on behalf of the people of Ontario. We do so in an open and transparent manner.</i></p> <p><i>No. We are in discussions with Greenfield South.. We have notified them however that if our negotiations are not successful, we will not be proceeding with the contract. In the meantime, we have asked Greenfield South to stop construction at the site.</i></p>
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<p>Who terminated the contract?</p> <p>Why was the contract terminated? Were other solutions not viable?</p> <p>Did the OPA terminate the contract at the government's request?</p> <p>Why wasn't the contract terminated sooner?</p> <p>If the OPA is terminating the contract, how can you get the company to work with the OPA to relocate the site?</p>	<p><u>SCENARIO B AND C</u></p> <p>Following discussions with Greenfield South, OPA decided not proceeding with the contract would best serve the public's interest.</p> <p>Contract negotiations are commercially sensitive. These discussions are confidential. We are confident the OPA is working in the best interests of Ontarians.</p> <p>The OPA, as the contract holder, has been in discussions with Greenfield South to resolve this matter in the best interests of Ontarians. Following discussions with Greenfield South, OPA recommended not proceeding with the contract best serves the public's interest. We support the OPA's recommendation</p> <p>Discussions began as soon as they could between OPA and Greenfield South. This decision is the result of those discussions.</p> <p>The OPA will pursue further discussions with Greenfield South and we expect them to find a satisfactory resolution.</p>	<p><i>After pursuing discussions to reach a negotiated agreement, we have notified Greenfield South that the OPA will not proceed with the contract.</i></p> <p><i>Contract negotiations are commercially sensitive. These discussions are confidential. We will continue to negotiate in the best interests of Ontarians.</i></p> <p><i>The government has been clear that it is committed relocating the plant. Given the government's commitment, and following discussions with Greenfield South, we decided not proceeding with the contract was the appropriate next step.</i></p> <p><i>Our goal has been to resolve this matter in the best interests of Ontarians. We believe this decision best serves the public interest. Contract negotiations are commercial sensitive and we cannot say more than that.</i></p> <p><i>We initiated discussions with Greenfield South as soon as we received the Minister's letter asking us to begin discussions. Not proceeding with the contract is the result of these discussions.</i></p> <p><i>We will pursue further discussions with the proponent.</i></p>
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<p>Will Greenfield South be the company to build the relocated plant? Do you have assurances from them on that?</p> <p>Will you put this back out to tender?</p> <p>What is the process for finding another site?</p> <p>How come you've cancelled the plants in Mississauga and Oakville but not in Northern York Region?</p>	<p>The OPA will pursue further discussions with Greenfield South to find a satisfactory resolution.</p> <p>The OPA will pursue further discussions with Greenfield South to find a satisfactory resolution.</p> <p>The OPA is best able to answer this. We can confirm that the site selection will include public consultation.</p> <p>These are two very different situations. The OPA has advised that Southwest GTA's local reliability issues can be addressed through building transmission. Transmission projects were rejected by the people of Northern York Region, and a generating facility is required immediately in the region to meet North American standards for reliability.</p>	<p><i>We expect to continue discussions with Greenfield South and hope to reach a satisfactory resolution.</i></p> <p><i>We expect to continue discussions with Greenfield South and hope to reach a satisfactory resolution.</i></p> <p><i>This will require further consideration, but we will consider local generation needs and transmission and distribution support. Once options are identified, the public will be consulted.</i></p> <p><i>These are two very different situations. Southwest GTA's local reliability issues can be addressed through building transmission. Transmission projects were rejected by the people of Northern York Region, and a generating facility is required immediately in the region to meet North American standards for reliability.</i></p>
<p><u>Construction</u></p> <p>Now that the OPA has terminated the contract, will work stop at the site?</p>	<p>My understanding is that the OPA has notified the developer that it is not proceeding with the contract. The OPA has advised the developer to stop work at the site.</p>	<p><i>We have notified Greenfield South that we are not proceeding with the contract and advised Greenfield to stop construction. We have made it clear that Greenfield is financially liable if construction continues. We will pursue further discussions about stopping work at the site.</i></p>

<p>Will legislation be required to stop construction?</p> <p>Minister, your spokesperson said that legislation was not needed, is this true?</p>	<p>Legislation is an option, however, the best option, and the one we are choosing at this time, is to have the OPA work with Greenfield South to find satisfactory resolution.</p> <p>It is our expectation the OPA and Greenfield South will work together to find a satisfactory resolution.</p> <p>The best option, and the one we are choosing at this time, is to have the OPA work with Greenfield South to find satisfactory resolution to the site.</p>	<p><i>The government is best able to answer that question.</i></p> <p><i>We will pursue further discussions and hope to reach a satisfactory resolution.</i></p> <p><i>The government is best able to answer that question.</i></p>
<p><u>Contract Value</u></p> <p>Why should anyone want to contract with OPA or government after this?</p> <p>What's the status of negotiations with TransCanada?</p> <p>Will the cost of these contract cancellations be made public knowledge at some time?</p>	<p>The government and our agencies have successful track records for negotiating and fulfilling contracts in the best interest of Ontario taxpayers. This is a unique case and these circumstances do not apply to other contracts or issues.</p> <p>Like any other business, energy partners work together to respond to changing conditions. Contracts are renegotiated or terminated on a small and large scale across businesses of all types.</p> <p>Discussions with TransCanada continue. We do not have an update at this time.</p> <p>Our government is committed to conducting business in an open and transparent manner. We will provide what we can when we can.</p>	<p><i>Our agency has a successful track record for negotiating and fulfilling contracts in the best interest of Ontario ratepayers.</i></p> <p><i>This is a unique case and these circumstances to not apply to other contracts or issues.</i></p> <p><i>Discussions with TransCanada continue. We do not have an update at this time.</i></p> <p><i>Contracts are commercially sensitive. It is up to the proponent to determine what they are willing to make public and when.</i></p>

Cayley, Daniel (ENERGY)

From: Perun, Halyna N. (ENERGY)
Sent: November-13-11 5:57 PM
To: Kovesfalvi, Sylvia (ENERGY); Calwell, Carolyn (ENERGY); McMichael, Rhonda (CAB); Sharkawi, Rula (ENERGY)
Cc: King, Ryan (ENERGY); Gemmiti, Paola (MAA)
Subject: Re: Updated QA - use this version.

Hi - what is the timing for review of attached please?

Halyna Perun
A\Director
Ph: 416 325 6681
BB: 416 671 2607

Sent using BlackBerry

From: Kovesfalvi, Sylvia (ENERGY)
To: Calwell, Carolyn (ENERGY); McMichael, Rhonda (CAB); Perun, Halyna N. (ENERGY); Sharkawi, Rula (ENERGY)
Cc: King, Ryan (ENERGY); Gemmiti, Paola (MAA)
Sent: Sun Nov 13 17:32:14 2011
Subject: RE: Updated QA - use this version.

Missed a couple of references in the Q's – pls use this version (2).

From: Kovesfalvi, Sylvia (ENERGY)
Sent: November 13, 2011 5:28 PM
To: 'Calwell, Carolyn (ENERGY)'; McMichael, Rhonda (CAB); Perun, Halyna N. (ENERGY); Sharkawi, Rula (ENERGY)
Cc: King, Ryan (ENERGY); Gemmiti, Paola (MAA)
Subject: RE: Updated QA

References to Eastern Power deleted and replaced with Greenfield South.

Am heading home now – should be back on-line by 7ish.

From: Calwell, Carolyn (ENERGY)
Sent: November 13, 2011 5:16 PM
To: Kovesfalvi, Sylvia (ENERGY); McMichael, Rhonda (CAB); Perun, Halyna N. (ENERGY); Sharkawi, Rula (ENERGY)
Cc: King, Ryan (ENERGY); Gemmiti, Paola (MAA)
Subject: Re: Updated QA

Greenfield South Power Corporation is the name of the contract counterparty, so that is the name we should use. It is an affiliate of Eastern.

Carolyn

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Cc: Calwell, Carolyn (ENERGY); King, Ryan (ENERGY); Gemmiti, Paola (MAA)

Sent: Sun Nov 13 17:12:57 2011

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Hi Rhonda –

Not sure if Energy has a preference from a legal perspective.

Based on what's in the public now, I'd suggest Greenfield (unless Legal advises otherwise).

- According to the proponent's web-site, "Greenfield South Power Corporation, together with its affiliate Eastern Power Limited" is developing the Greenfield South Power Plant.
- OPA also refers to them as Greenfield South on their web-site: <http://www.powerauthority.on.ca/clean-energy/greenfield-south-power-plant-280-mw-mississauga> (will check with OPA about updating this site).

From: McMichael, Rhonda (CAB)

Sent: November 13, 2011 4:55 PM

To: Kovesfalvi, Sylvia (ENERGY); Perun, Halyna N. (ENERGY); Sharkawi, Rula (ENERGY)

Cc: Calwell, Carolyn (ENERGY); King, Ryan (ENERGY); Gemmiti, Paola (MAA)

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Cc: Calwell, Carolyn (ENERGY); King, Ryan (ENERGY); Gemmiti, Paola (MAA); McMichael, Rhonda (CAB)

Sent: Sun Nov 13 16:52:27 2011

Subject: Updated QA

Hi all –

Attached is an updated QA with key messaging for three scenarios:

- Scenario A - If two-step process is selected
- Scenario B - If contract is terminated
- Scenario C - If contract is terminated and OPA/Minister letters become public **(NEW)***

Have also added new questions (under **"letter"**) that might come up if letters become public (what does/do this letter(s) mean? Are these letters/decisions precedent-setting? and repeated earlier Q's about what happens if developer keeps building, options to stop, potential cost. length of negotiations). *Apologies for not providing tracked version – for some reason the function is not working on my computer today.*

Note – we have been calling them Eastern throughout QA to this point, but OPA refers to them as Greenfield South in their letter. Let me know and I'll revise accordingly.

Also attached for your reference are the general QA prepared a few weeks back.

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Cc: King, Ryan (ENERGY); Gemmiti, Paola (MAA)
Subject: RE: Updated QA - use this version.
Attachments: QA-repudiationNov13(letter release).LSB.6pm..doc

Please see attached, changes tracked. Halyna may have additional comments.

Carolyn

From: Kovesfalvi, Sylvia (ENERGY)
Sent: Sun 13/11/2011 5:32 PM
To: Calwell, Carolyn (ENERGY); McMichael, Rhonda (CAB); Perun, Halyna N. (ENERGY); Sharkawi, Rula (ENERGY)
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Also attached for your reference are the general QA prepared a few weeks back.

Greenfield Contract Termination (Repudiation)
November 13, 2011 (5:30 pm)

MEDIA PROTOCOL

Generally the Minister's Office responds to strategic questions and OPA responds to operational questions.

Strategic - Minister's Office (Minister or Erika Botond)

- Government's decision to relocate the plant
- Government's commitment to relocate the plant.

Operational - OPA (Colin Andersen or Kristen Jenkins)

- Status of contract negotiations, and process for finding another site
- History of Greenfield site selection (required approvals, public consultation, etc).

Process

- The OPA immediately notifies the Ministry of Energy of any Greenfield-related media call (Communications Director, Media Manager and Spokesperson).
- The Ministry immediately notifies Minister's Office, Deputy Minister's Office, Legal and Cabinet Office.
- The OPA submits proposed responses; the ministry secures approvals (Cabinet Office, DMO, Legal, Policy).
- The Minister's Office confirms who responds and how (phone/email).

WHO SAYS WHAT – General Guidelines

	MINISTER	OPA
Key Messages	<p>SCENARIO A - If OPA sends letter to Greenfield South advising unsuccessful <u>negotiations lead to termination (2-step approach)</u></p> <p><u>The OPA is in negotiations with Greenfield South.</u></p> <p>I understand the OPA has notified Greenfield South that it is not proceeding with the contract if negotiations are unsuccessful.</p> <p>In the meantime, the OPA has asked Greenfield South to stop construction at the site.</p> <p><u>SCENARIO B - If Contract is Terminated</u></p> <p>I understand the OPA has had discussions with the developer – Greenfield South. The OPA has notified Greenfield that the OPA will not proceed with the contract.</p> <p>The OPA will look for another site for the gas plant.</p> <p>The government will continue to ensure that the best interests of Ontario's communities and ratepayers remain the primary priority.</p>	<p><i>We are in discussions with Greenfield South.</i></p> <p><i>We have notified them that we will not be proceeding with the contract if our negotiations are not successful.</i></p> <p><i>In the meantime, we have asked Greenfield South to stop construction at the site.</i></p> <p><i>After pursuing discussions to reach a negotiated agreement, we have notified Greenfield South that the OPA will not proceed with the contract.</i></p> <p><i>We are seeking to continue discussions with Greenfield South on next steps. We cannot provide any additional information on these discussions at this time.</i></p> <p><i>We will look for another site for the gas plant.</i></p> <p><i>Once potential sites have been identified, the public will be consulted before a final decision is made.</i></p>

<p>Letters</p> <p>What does/do these letters mean?</p>	<p><u>SCENARIO C – If letter/letters become public</u></p> <p>Despite OPA's best efforts, a successful negotiation could not be reached.</p> <p>OPA has recommended that the contract <u>come to an end</u>be stopped and we support their recommendation.</p> <p>The government is committed to relocating this plant. It is in the ratepayer's interest to stop construction of this plant as soon as possible.</p> <p>It is also in the interest of Ontario's economy to <u>settle</u>resolve this as quickly as possible. We need to reassure electricity developers and investors that Ontario remains a good place to make energy investments.</p> <p>Gas-fired generation is an important and cost-effective role in building a cleaner, more modern electricity system that meets Ontario's energy needs.</p> <p>The government remains committed to providing a strong, stable supply of electricity for Ontario. We also remain committed to providing support to those making investments in Ontario's electricity system.</p> <p>The government will continue to ensure that the best interests of Ontario's communities and ratepayers remain the primary priority.</p> <p><i>It/they mean the government supports OPA's recommendation to terminate the contract with Greenfield South.</i></p>	<p><i>Despite our best efforts, a successful negotiation could not be reached.</i></p> <p><i>We have recommended that the contract be stopped<u>come to an end</u> and appreciate the government's support.</i></p> <p><i>The government is committed to relocating this plant. It is in the ratepayer's interest to stop construction of this plant as soon as possible.</i></p> <p><i>It is also in the interest of Ontario's economy to <u>resolve this</u>settle as quickly as possible. We need to reassure electricity developers and investors that Ontario remains a good place to make energy investments.</i></p> <p><i>Gas-fired generation is an important and cost-effective role in building a cleaner, more modern electricity system that meets Ontario's energy needs.</i></p> <p><i>We share the government's commitment to ratepayer value.</i></p> <p><i>We hope to continue discussions with the developer to arrive at a <u>settlement</u>resolution fair to all parties.</i></p> <p><i>It/they mean negotiations had stalled and the OPA recognized the best next step for all parties involved – ratepayers, the developer and OPA – was to terminate the contract. The OPA recommended terminating the contract and the government indicated their support.</i></p>
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Does this mean construction stops immediately?	That is what the OPA asked and that is our expectation.	<i>That is what we asked and that is our expectation.</i>
What kind of penalty does the developer face if they don't stop construction?	This is commercially sensitive information — but there is a significant financial penalty. The developer will not be able to recover its costs of ongoing construction. We expect Greenfield to stop construction.	<i>This is commercially sensitive information; however the developer has been made aware that they will incur severe(?) financial penalties if construction continues. The developer will not be able to recover its costs of ongoing construction. We have asked them to stop and that is our expectation.</i>
Why did negotiations fail?	The OPA and the developer could not reach an agreement to stop construction.	<i>We could not reach an agreement with the developer to stop construction.</i>
How long did the OPA give it? How extensive have the discussions been?	I understand the OPA and developer have been meeting speaking frequently for the past few weeks <u>month</u> .	<i>We have been meeting speaking frequently with the developer for the past few weeks</i> <u>month</u> .
There's been strong and persistent opposition in other communities – Northern York Region for example, yet those plants are proceeding. Why are you stopping this one?	This is a unique case and these circumstances do not apply to other contracts or issues.	<i>This is a unique case and these circumstances do not apply to other contracts or issues.</i>
What does “most appropriate way to allocate compensation	It means that we will sit down together to determine how to share the cost of cancelling the contract, giving full recognition to ratepayer	

<p>between the OPA and Crown” mean?</p> <p>Exactly how much is it going to cost to cancel this contract?</p> <p>How long will settlement negotiations take? Is there a drop-dead date?</p> <p>Are these letters precedent-setting? Has the Ministry or OPA sent similar letters before?</p> <p><u>Contract Termination</u></p> <p>Has the contract been terminated?</p>	<p>value and contractual obligations.</p> <p>That has yet to be determined. The OPA is committed to settling resolving this matter with ratepayer value top of mind.</p> <p>The OPA will take the time necessary to come to a fair settlementresolution.</p> <p>No. Letters of intent and direction are not precedent-setting. Our government conducts business on behalf of the people of Ontario in an open and transparent manner.</p> <p><u>SCENARIO A</u></p> <p><i>No, however if negotiations are not successful, the OPA has notified Greenfield South that it is not proceeding with the contract. In the meantime, the OPA has asked Greenfield South to stop construction at the site.</i></p>	<p><i>It means that we will sit down together to determine how to share the cost of cancelling the contract, giving full recognition to ratepayer value and contractual obligations.</i></p> <p><i>We hope to start settlement negotiations soon. We are committed to finding a fair resolution-settlement that upholds ratepayer value.</i></p> <p><i>We will take the time needed to find a fair solution.</i></p> <p><i>No. Letters of intent and direction are not precedent-setting. Our agency conducts business on behalf of the people of Ontario. We do so in an open and transparent manner.</i></p> <p><i>No. We are in discussions with Greenfield South.- We have notified them however that if our negotiations are not successful, we will not be proceeding with the contract. In the meantime, we have asked Greenfield South to stop construction at the site.</i></p>
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<p>Who terminated the contract?</p>	<p><u>SCENARIO B AND C</u></p>	
<p>Why was the contract terminated? Were other solutions not viable?</p>	<p>Following discussions with Greenfield South, OPA decided that not proceeding with the contract would best serve the public's interest.</p> <p>Contract negotiations are commercially sensitive. These discussions are confidential. We are confident the OPA is working in the best interests of Ontarians.</p>	<p><i>After pursuing discussions to reach a negotiated agreement, we have notified Greenfield South that the OPA will not proceed with the contract.</i></p> <p><i>Contract negotiations are commercially sensitive. These discussions are confidential. We will continue to negotiate in the best interests of Ontarians.</i></p>
<p>Did the OPA terminate the contract at the government's request?</p>	<p>The OPA, as the contract holder, has been in discussions with Greenfield South to resolve this matter in the best interests of Ontarians. Following discussions with Greenfield South, OPA recommended that not proceeding with the contract best serves the public's interest. We support the OPA's recommendation</p>	<p><i>The government has been clear that it is committed relocating the plant. Given the government's commitment, and following discussions with Greenfield South, we decided not proceeding with the contract was the appropriate next step.</i></p> <p><i>Our goal has been to resolve this matter in the best interests of Ontarians. We believe this decision best serves the public interest. Contract negotiations are commercial sensitive and we cannot say more than that.</i></p>
<p>Why wasn't the contract terminated sooner?</p>	<p>Discussions began as soon as they could between OPA and Greenfield South. This decision is the result of those discussions.</p>	<p><i>We initiated discussions with Greenfield South as soon as we received the Minister's letter asking us to begin discussions. Not proceeding with the contract is the result of these discussions.</i></p>
<p>If the OPA is terminating the contract, how can you get the company to work with the OPA to relocate the site?</p>	<p>The OPA will pursue further discussions with Greenfield South and we expect them to find a satisfactory resolution.</p>	<p><i>We will pursue further discussions with the proponentGreenfield South.</i></p>

<p>Will Greenfield South be the company to build the relocated plant? Do you have assurances from them on that?</p> <p>Will you put this back out to tender?</p> <p>What is the process for finding another site?</p> <p>How come you've cancelled the plants in Mississauga and Oakville but not in Northern York Region?</p>	<p>The OPA will pursue further discussions with Greenfield South to find a satisfactory resolution.</p> <p>The OPA will pursue further discussions with Greenfield South to find a satisfactory resolution.</p> <p>The OPA is best able to answer this. We can confirm that the site selection will include public consultation.</p> <p>These are two very different situations. The OPA has advised that Southwest GTA's local reliability issues can be addressed through building transmission. Transmission projects were rejected by the people of Northern York Region, and a generating facility is required immediately in the region to meet North American standards for reliability.</p>	<p><i>We expect to continue discussions with Greenfield South and hope to reach a satisfactory resolution.</i></p> <p><i>We expect to continue discussions with Greenfield South and hope to reach a satisfactory resolution.</i></p> <p><i>This will require further consideration, but we will consider local generation needs and transmission and distribution support. Once options are identified, the public will be consulted.</i></p> <p><i>These are two very different situations. Southwest GTA's local reliability issues can be addressed through building transmission. Transmission projects were rejected by the people of Northern York Region, and a generating facility is required immediately in the region to meet North American standards for reliability.</i></p>
<p><u>Construction</u></p> <p>Now that the OPA has terminated the contract, will work</p>	<p><u>SCENARIO A</u></p> <p>My understanding is that the OPA has notified the developer that it is not proceeding with the contract. The OPA has advised<u>asked</u> the developer to stop work at the site.</p>	<p><u>SCENARIO A</u></p> <p><i>We have notified Greenfield South that we are not proceeding with the contract and advised<u>asked</u> Greenfield to stop construction. We have made it</i></p>

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<p>stop at the site?</p> <p>Will legislation be required to stop construction?</p> <p>Minister, your spokesperson said that legislation was not needed, is this true?</p>	<p><u>SCENARIO B & C</u></p> <p><u>My understanding is that the OPA has notified the developer that it is not proceeding with the contract. The OPA requires the developer to stop work at the site.</u></p> <p>Legislation is an option, however, the best option, and the one we are choosing at this time, is to have the OPA work with Greenfield South to find satisfactory resolution.</p> <p>It is our expectation the OPA and Greenfield South will work together to find a satisfactory resolution.</p> <p>The best option, and the one we are choosing at this time, is to have the OPA work with Greenfield South to find satisfactory resolution to the site.</p>	<p><i>clear that Greenfield is financially liable if construction continues. We will pursue further discussions about stopping work at the site.</i></p> <p><u>SCENARIO B & C</u></p> <p><u>We have notified Greenfield South that we are not proceeding with the contract. We have stated that we require Greenfield to stop construction. We have made it clear that Greenfield is financially liable if construction continues. We will pursue further discussions about stopping work at the site.</u></p> <p><i>The government is best able to answer that question.</i></p> <p><i>We will pursue further discussions and hope to reach a satisfactory resolution.</i></p> <p><i>The government is best able to answer that question.</i></p>
<p><u>Contract Value</u></p> <p>Why should anyone want to contract with OPA or government after this?</p> <p>What's the status of negotiations with TransCanada?</p>	<p>The government and our agencies have successful track records for negotiating and fulfilling contracts in the best interest of Ontario taxpayers. This is a unique case and these circumstances do not apply to other contracts or issues.</p> <p>Like any other business, energy partners work together to respond to changing conditions. Contracts are renegotiated or terminated on a small and large scale across businesses of all types.</p> <p>Discussions with TransCanada continue. We do not have an update at this time.</p>	<p><i>Our agency has a successful track record for negotiating and fulfilling contracts in the best interest of Ontario ratepayers.</i></p> <p><i>This is a unique case and these circumstances to not apply to other contracts or issues.</i></p> <p><i>Discussions with TransCanada continue. We do not have an update at this time.</i></p>

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Will the cost of these contract cancellations be made public knowledge at some time?	<p>Our government is committed to conducting business in an open and transparent manner. We will provide what we can when we can.</p>	<p><i>Contracts are commercially sensitive. It is up to the proponent <u>developer</u> to determine what they are willing to make public and when.</i></p>
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Cayley, Daniel (ENERGY)

From: Kovesfalvi, Sylvia (ENERGY)
Sent: November-13-11 6:28 PM
To: McMichael, Rhonda (CAB); Calwell, Carolyn (ENERGY); Perun, Halyna N. (ENERGY); Sharkawi, Rula (ENERGY)
Cc: King, Ryan (ENERGY); Gemmiti, Paola (MAA)
Subject: Re: Updated QA - use this version.

Would guess about an hour ...

Sent from my BlackBerry Wireless Handheld

From: McMichael, Rhonda (CAB)
To: Calwell, Carolyn (ENERGY); Kovesfalvi, Sylvia (ENERGY); Perun, Halyna N. (ENERGY); Sharkawi, Rula (ENERGY)
Cc: King, Ryan (ENERGY); Gemmiti, Paola (MAA)
Sent: Sun Nov 13 18:18:15 2011
Subject: Re: Updated QA - use this version.

Ok I will wait to pass on. Ps advise when good to go thanks.

From: Calwell, Carolyn (ENERGY)
To: Kovesfalvi, Sylvia (ENERGY); McMichael, Rhonda (CAB); Perun, Halyna N. (ENERGY); Sharkawi, Rula (ENERGY)
Cc: King, Ryan (ENERGY); Gemmiti, Paola (MAA)
Sent: Sun Nov 13 18:11:05 2011
Subject: RE: Updated QA - use this version.

Please see attached, changes tracked. Halyna may have additional comments.

Carolyn

From: Kovesfalvi, Sylvia (ENERGY)
Sent: Sun 13/11/2011 5:32 PM
To: Calwell, Carolyn (ENERGY); McMichael, Rhonda (CAB); Perun, Halyna N. (ENERGY); Sharkawi, Rula (ENERGY)
Cc: King, Ryan (ENERGY); Gemmiti, Paola (MAA)
Subject: RE: Updated QA - use this version.

Missed a couple of references in the Q's – pls use this version (2).

From: Kovesfalvi, Sylvia (ENERGY)
Sent: November 13, 2011 5:28 PM
To: 'Calwell, Carolyn (ENERGY)'; McMichael, Rhonda (CAB); Perun, Halyna N. (ENERGY); Sharkawi, Rula (ENERGY)
Cc: King, Ryan (ENERGY); Gemmiti, Paola (MAA)
Subject: RE: Updated QA

References to Eastern Power deleted and replaced with Greenfield South.

Am heading home now – should be back on-line by 7ish.

From: Calwell, Carolyn (ENERGY)

Sent: November 13, 2011 5:16 PM

To: Kovesfalvi, Sylvia (ENERGY); McMichael, Rhonda (CAB); Perun, Halyna N. (ENERGY); Sharkawi, Rula (ENERGY)

Cc: King, Ryan (ENERGY); Gemmiti, Paola (MAA)

Subject: Re: Updated QA

Greenfield South Power Corporation is the name of the contract counterparty, so that is the name we should use. It is an affiliate of Eastern.

Carolyn

From: Kovesfalvi, Sylvia (ENERGY)

To: McMichael, Rhonda (CAB); Perun, Halyna N. (ENERGY); Sharkawi, Rula (ENERGY)

Cc: Calwell, Carolyn (ENERGY); King, Ryan (ENERGY); Gemmiti, Paola (MAA)

Sent: Sun Nov 13 17:12:57 2011

Subject: RE: Updated QA

Hi Rhonda –

Not sure if Energy has a preference from a legal perspective.

Based on what's in the public now, I'd suggest Greenfield (unless Legal advises otherwise).

- According to the proponent's web-site, "Greenfield South Power Corporation, together with its affiliate Eastern Power Limited" is developing the Greenfield South Power Plant.
- OPA also refers to them as Greenfield South on their web-site: <http://www.powerauthority.on.ca/clean-energy/greenfield-south-power-plant-280-mw-mississauga> (will check with OPA about updating this site).

From: McMichael, Rhonda (CAB)

Sent: November 13, 2011 4:55 PM

To: Kovesfalvi, Sylvia (ENERGY); Perun, Halyna N. (ENERGY); Sharkawi, Rula (ENERGY)

Cc: Calwell, Carolyn (ENERGY); King, Ryan (ENERGY); Gemmiti, Paola (MAA)

Subject: Re: Updated QA

Thanks Sylvia. Does Energy have a preference as to which name is used?

From: Kovesfalvi, Sylvia (ENERGY)

To: Perun, Halyna N. (ENERGY); Sharkawi, Rula (ENERGY)

Cc: Calwell, Carolyn (ENERGY); King, Ryan (ENERGY); Gemmiti, Paola (MAA); McMichael, Rhonda (CAB)

Sent: Sun Nov 13 16:52:27 2011

Subject: Updated QA

Hi all –

Attached is an updated QA with key messaging for three scenarios:

- Scenario A - If two-step process is selected
- Scenario B - If contract is terminated
- Scenario C - If contract is terminated and OPA/Minister letters become public **(NEW)***

Have also added new questions (under **"letter"**) that might come up if letters become public (what does/do this letter(s) mean? Are these letters/decisions precedent-setting? and repeated earlier Q's about what happens if developer keeps building, options to stop, potential cost. length of negotiations). *Apologies for not providing tracked version – for some reason the function is not working on my computer today.*

Note – we have been calling them Eastern throughout QA to this point, but OPA refers to them as Greenfield South in their letter. Let me know and I'll revise accordingly.

Also attached for your reference are the general QA prepared a few weeks back.

Cayley, Daniel (ENERGY)

From: Kovesfalvi, Sylvia (ENERGY)
Sent: November-13-11 7:29 PM
To: McMichael, Rhonda (CAB); Perun, Halyna N. (ENERGY); Calwell, Carolyn (ENERGY); Sharkawi, Rula (ENERGY)
Cc: King, Ryan (ENERGY); Gemmiti, Paola (MAA)
Subject: Re: Updated QA - use this version.

Hi rhonda - will have copy incorporating all changes to you shortly.

Sent from my BlackBerry Wireless Handheld

From: McMichael, Rhonda (CAB)
To: Perun, Halyna N. (ENERGY); Calwell, Carolyn (ENERGY); Kovesfalvi, Sylvia (ENERGY); Sharkawi, Rula (ENERGY)
Cc: King, Ryan (ENERGY); Gemmiti, Paola (MAA)
Sent: Sun Nov 13 19:00:07 2011
Subject: Re: Updated QA - use this version.

Just confirming -- is this good to forward now? Thx

From: Perun, Halyna N. (ENERGY)
To: Calwell, Carolyn (ENERGY); Kovesfalvi, Sylvia (ENERGY); McMichael, Rhonda (CAB); Sharkawi, Rula (ENERGY)
Cc: King, Ryan (ENERGY); Gemmiti, Paola (MAA)
Sent: Sun Nov 13 18:42:39 2011
Subject: Re: Updated QA - use this version.

Sylvia - a couple of other changes for your consideration:

Scenario C - in Letters part -

Change "OPA's recommendation to "OPA's decision" in the answer

"OPA's recommendation" appears in other parts of chart - so same change as above would follow

Re Question whether letter is precedent-setting - as the letter from the Minister is not a direction would be best to stay away from referring to it as such - maybe just say "Such letters are not precedent-setting..."

Thanks

Halyna Perun
A\Director
Ph: 416 325 6681
BB: 416 671 2607

Sent using BlackBerry

From: Calwell, Carolyn (ENERGY)
To: Kovesfalvi, Sylvia (ENERGY); McMichael, Rhonda (CAB); Perun, Halyna N. (ENERGY); Sharkawi, Rula (ENERGY)

Cc: King, Ryan (ENERGY); Gemmiti, Paola (MAA)

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Sent: November 13, 2011 4:55 PM

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Subject: Re: Updated QA

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Sent: Sun Nov 13 16:52:27 2011

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- Scenario A - If two-step process is selected
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Have also added new questions (under “**letter**”) that might come up if letters become public (what does/do this letter(s) mean? Are these letters/decisions precedent-setting? and repeated earlier Q’s about what happens if developer keeps building, options to stop, potential cost. length of negotiations). *Apologies for not providing tracked version – for some reason the function is not working on my computer today.*

Note – we have been calling them Eastern throughout QA to this point, but OPA refers to them as Greenfield South in their letter. Let me know and I’ll revise accordingly.

Also attached for your reference are the general QA prepared a few weeks back.

Fisher, Petra (ENERGY)

From: Calwell, Carolyn (ENERGY)
Sent: November-14-11 8:40 AM
To: Rehob, James (ENERGY)
Subject: FW: Evening Update
Attachments: QA-repudiationNov13(letter release).Legal.730pm.doc

Hi James - fyi - Greenfield comms lines as of last night.

Carolyn

From: Kovesfalvi, Sylvia (ENERGY)
Sent: November 13, 2011 7:59 PM
To: McMichael, Rhonda (CAB); Perun, Halyna N. (ENERGY); Sharkawi, Rula (ENERGY); Calwell, Carolyn (ENERGY)
Cc: King, Ryan (ENERGY); Gemmiti, Paola (MAA)
Subject: Fw: Evening Update

Hi - all comments incorporated. Good to forward.

Sent from my BlackBerry Wireless Handheld

From: Ted DeWelles <horatio@idirect.com>
To: Kovesfalvi, Sylvia (ENERGY)
Sent: Sun Nov 13 19:53:59 2011
Subject: Evening Update

(sending from home computer, which is in husband's name).

Greenfield Contract Termination (Repudiation)
November 13, 2011 (7:30 pm)

MEDIA PROTOCOL

Generally the Minister's Office responds to strategic questions and OPA responds to operational questions.

Strategic - Minister's Office (Minister or Erika Botond)

- Government's decision to relocate the plant
- Government's commitment to relocate the plant.

Operational - OPA (Colin Andersen or Kristen Jenkins)

- Status of contract negotiations, and process for finding another site
- History of Greenfield site selection (required approvals, public consultation, etc).

Process

- The OPA immediately notifies the Ministry of Energy of any Greenfield-related media call (Communications Director, Media Manager and Spokesperson).
- The Ministry immediately notifies Minister's Office, Deputy Minister's Office, Legal and Cabinet Office.
- The OPA submits proposed responses; the ministry secures approvals (Cabinet Office, DMO, Legal, Policy).
- The Minister's Office confirms who responds and how (phone/email).

WHO SAYS WHAT – General Guidelines

	MINISTER	OPA
Key Messages	<p><u>SCENARIO A - If OPA sends letter to Greenfield South advising unsuccessful negotiations lead to termination (2-step approach)</u></p> <p>The OPA is in negotiations with Greenfield South.</p> <p>I understand the OPA has notified Greenfield South that it is not proceeding with the contract if negotiations are unsuccessful.</p> <p>In the meantime, the OPA has asked Greenfield South to stop construction at the site.</p> <p><u>SCENARIO B - If Contract is Terminated</u></p> <p>I understand the OPA has had discussions with the developer – Greenfield South. The OPA has notified Greenfield that the OPA will not proceed with the contract.</p> <p>The OPA will look for another site for the gas plant.</p> <p>The government will continue to ensure that the best interests of Ontario's communities and ratepayers remain the primary priority.</p>	<p><i>We are in discussions with Greenfield South.</i></p> <p><i>We have notified them that we will not be proceeding with the contract if our negotiations are not successful.</i></p> <p><i>In the meantime, we have asked Greenfield South to stop construction at the site.</i></p> <p><i>After pursuing discussions to reach a negotiated agreement, we have notified Greenfield South that the OPA will not proceed with the contract.</i></p> <p><i>We are seeking to continue discussions with Greenfield South on next steps. We cannot provide any additional information on these discussions at this time.</i></p> <p><i>We will look for another site for the gas plant.</i></p> <p><i>Once potential sites have been identified, the public will be consulted before a final decision is made.</i></p>

<p>Letters</p> <p>What does/do these letters mean?</p>	<p><u>SCENARIO C – If letter/letters become public</u></p> <p>Despite OPA's best efforts, a successful negotiation could not be reached.</p> <p>OPA has decided that the contract come to an end and we support their decision.</p> <p>The government is committed to relocating this plant. It is in the ratepayer's interest to stop construction of this plant as soon as possible.</p> <p>It is also in the interest of Ontario's economy to resolve this as quickly as possible. We need to reassure electricity developers and investors that Ontario remains a good place to make energy investments.</p> <p>Gas-fired generation is an important and cost-effective role in building a cleaner, more modern electricity system that meets Ontario's energy needs.</p> <p>The government remains committed to providing a strong, stable supply of electricity for Ontario. We also remain committed to providing support to those making investments in Ontario's electricity system.</p> <p>The government will continue to ensure that the best interests of Ontario's communities and ratepayers remain the primary priority.</p> <p><i>It/they mean the government supports OPA's decision to terminate the contract with Greenfield South.</i></p>	<p><i>Despite our best efforts, a successful negotiation could not be reached.</i></p> <p><i>We have decided that the contract come to an end and appreciate the government's support.</i></p> <p><i>The government is committed to relocating this plant. It is in the ratepayer's interest to stop construction of this plant as soon as possible.</i></p> <p><i>It is also in the interest of Ontario's economy to resolve this as quickly as possible. We need to reassure electricity developers and investors that Ontario remains a good place to make energy investments.</i></p> <p><i>Gas-fired generation is an important and cost-effective role in building a cleaner, more modern electricity system that meets Ontario's energy needs.</i></p> <p><i>We share the government's commitment to ratepayer value.</i></p> <p><i>We hope to continue discussions with the developer to arrive at a resolution fair to all parties.</i></p> <p><i>It/they mean negotiations had stalled and the OPA recognized the best next step for all parties involved – ratepayers, the developer and OPA – was to terminate the contract. The OPA decided to terminate the contract and the government indicated their support.</i></p>
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<p>Does this mean construction stops immediately?</p> <p>What kind of penalty does the developer face if they don't stop construction?</p> <p>Why did negotiations fail?</p> <p>How long did the OPA give it? How extensive have the discussions been?</p> <p>There's been strong and persistent opposition in other communities – Northern York Region for example, yet those plants are proceeding. Why are you stopping this one?</p> <p>What does “most appropriate way to allocate compensation</p>	<p>That is what the OPA asked and that is our expectation.</p> <p>The developer will not be able to recover its costs of ongoing construction. We expect Greenfield to stop construction.</p> <p>The OPA and the developer could not reach an agreement.</p> <p>I understand the OPA and developer have been speaking frequently for the past month.</p> <p>This is a unique case and these circumstances do not apply to other contracts or issues.</p> <p>It means that we will sit down together to determine how to share the cost of cancelling the contract, giving full recognition to ratepayer value and contractual obligations.</p>	<p><i>That is what we asked and that is our expectation.</i></p> <p><i>The developer will not be able to recover its costs of ongoing construction. We have asked them to stop and that it our expectation.</i></p> <p><i>We could not reach an agreement.</i></p> <p><i>We have been speaking frequently with the developer for the past month.</i></p> <p><i>This is a unique case and these circumstances do not apply to other contracts or issues.</i></p> <p><i>It means that we will sit down together to determine how to share the cost of cancelling the contract, giving full recognition to ratepayer value and contractual obligations.</i></p>
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<p>between the OPA and Crown” mean?</p> <p>Exactly how much is it going to cost to cancel this contract?</p> <p>How long will settlement negotiations take? Is there a drop-dead date?</p> <p>Are these letters precedent-setting? Has the Ministry or OPA sent similar letters before?</p> <p><u>Contract Termination</u></p> <p>Has the contract been terminated?</p>	<p>That has yet to be determined. The OPA is committed to resolving this matter with ratepayer value top of mind.</p> <p>The OPA will take the time necessary to come to a fair resolution.</p> <p>No. Such letters are not precedent-setting. Our government conducts business on behalf of the people of Ontario in an open and transparent manner.</p> <p><u>SCENARIO A</u></p> <p>No, however if negotiations are not successful, the OPA has notified Greenfield South that it is not proceeding with the contract. In the meantime, the OPA has asked Greenfield South to stop construction at the site.</p>	<p><i>We hope to start negotiations soon. We are committed to finding a fair resolution that upholds ratepayer value.</i></p> <p><i>We will take the time needed to find a fair solution.</i></p> <p><i>No. Such letters are not precedent-setting. Our agency conducts business on behalf of the people of Ontario. We do so in an open and transparent manner.</i></p> <p><i>No. We are in discussions with Greenfield South. We have notified them however that if our negotiations are not successful, we will not be proceeding with the contract. In the meantime, we have asked Greenfield South to stop construction at the site.</i></p>
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<p>Who terminated the contract?</p> <p>Why was the contract terminated? Were other solutions not viable?</p> <p>Did the OPA terminate the contract at the government's request?</p> <p>Why wasn't the contract terminated sooner?</p> <p>If the OPA is terminating the contract, how can you get the company to work with the OPA to relocate the site?</p>	<p><u>SCENARIO B AND C</u></p> <p>Following discussions with Greenfield South, OPA decided that not proceeding with the contract would best serve the public's interest.</p> <p>Contract negotiations are commercially sensitive. These discussions are confidential. We are confident the OPA is working in the best interests of Ontarians.</p> <p>The OPA, as the contract holder, has been in discussions with Greenfield South to resolve this matter in the best interests of Ontarians. Following discussions with Greenfield South, OPA decided that not proceeding with the contract best serves the public's interest. We support the OPA's decision.</p> <p>Discussions began as soon as they could between OPA and Greenfield South. This decision is the result of those discussions.</p> <p>The OPA will pursue further discussions with Greenfield South and we expect them to find a satisfactory resolution.</p>	<p><i>After pursuing discussions to reach a negotiated agreement, we have notified Greenfield South that the OPA will not proceed with the contract.</i></p> <p><i>Contract negotiations are commercially sensitive. These discussions are confidential. We will continue to negotiate in the best interests of Ontarians.</i></p> <p><i>The government has been clear that it is committed relocating the plant. Given the government's commitment, and following discussions with Greenfield South, we decided not proceeding with the contract was the appropriate next step.</i></p> <p><i>Our goal has been to resolve this matter in the best interests of Ontarians. We believe this decision best serves the public interest. Contract negotiations are commercial sensitive and we cannot say more than that.</i></p> <p><i>We initiated discussions with Greenfield South as soon as we received the Minister's letter asking us to begin discussions. Not proceeding with the contract is the result of these discussions.</i></p> <p><i>We will pursue further discussions with Greenfield South.</i></p>
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<p>Will Greenfield South be the company to build the relocated plant? Do you have assurances from them on that?</p> <p>Will you put this back out to tender?</p> <p>What is the process for finding another site?</p> <p>How come you've cancelled the plants in Mississauga and Oakville but not in Northern York Region?</p>	<p>The OPA will pursue further discussions with Greenfield South to find a satisfactory resolution.</p> <p>The OPA will pursue further discussions with Greenfield South to find a satisfactory resolution.</p> <p>The OPA is best able to answer this. We can confirm that the site selection will include public consultation.</p> <p>These are two very different situations. The OPA has advised that Southwest GTA's local reliability issues can be addressed through building transmission. Transmission projects were rejected by the people of Northern York Region, and a generating facility is required immediately in the region to meet North American standards for reliability.</p>	<p><i>We expect to continue discussions with Greenfield South and hope to reach a satisfactory resolution.</i></p> <p><i>We expect to continue discussions with Greenfield South and hope to reach a satisfactory resolution.</i></p> <p><i>This will require further consideration, but we will consider local generation needs and transmission and distribution support. Once options are identified, the public will be consulted.</i></p> <p><i>These are two very different situations. Southwest GTA's local reliability issues can be addressed through building transmission. Transmission projects were rejected by the people of Northern York Region, and a generating facility is required immediately in the region to meet North American standards for reliability.</i></p>
<p><u>Construction</u></p> <p>Now that the OPA has terminated the contract, will work stop at the site?</p>	<p>SCENARIO A</p> <p>My understanding is that the OPA has notified the developer that it is not proceeding with the contract. The OPA has asked the developer to stop work at the site.</p>	<p>SCENARIO A</p> <p><i>We have notified Greenfield South that we are not proceeding with the contract and asked Greenfield to stop construction. We have made it clear that Greenfield is financially liable if construction continues. We will pursue further discussions about stopping work at the site.</i></p>

<p>Will legislation be required to stop construction?</p> <p>Minister, your spokesperson said that legislation was not needed, is this true?</p>	<p>SCENARIO B & C</p> <p>My understanding is that the OPA has notified the developer that it is not proceeding with the contract. The OPA requires the developer to stop work at the site.</p> <p>Legislation is an option, however, the best option, and the one we are choosing at this time, is to have the OPA work with Greenfield South to find satisfactory resolution.</p> <p>It is our expectation the OPA and Greenfield South will work together to find a satisfactory resolution.</p> <p>The best option, and the one we are choosing at this time, is to have the OPA work with Greenfield South to find satisfactory resolution to the site.</p>	<p>SCENARIO B & C</p> <p><i>The government is best able to answer this question.</i></p> <p><i>We have notified Greenfield South that we are not proceeding with the contract. We have stated that we require Greenfield to stop construction. We have made it clear that Greenfield is financially liable if construction continues. We will pursue further discussions about stopping work at the site, and hope to reach a satisfactory resolution..</i></p> <p><i>The government is best able to answer this question.</i></p>
<p><u>Contract Value</u></p> <p>Why should anyone want to contract with OPA or government after this?</p> <p>What's the status of negotiations with TransCanada?</p>	<p>The government and our agencies have successful track records for negotiating and fulfilling contracts in the best interest of Ontario taxpayers. This is a unique case and these circumstances do not apply to other contracts or issues.</p> <p>Like any other business, energy partners work together to respond to changing conditions. Contracts are renegotiated or terminated on a small and large scale across businesses of all types.</p> <p>Discussions with TransCanada continue. We do not have an update at this time.</p>	<p><i>Our agency has a successful track record for negotiating and fulfilling contracts in the best interest of Ontario ratepayers.</i></p> <p><i>This is a unique case and these circumstances do not apply to other contracts or issues.</i></p> <p><i>Discussions with TransCanada continue. We do not have an update at this time.</i></p>

<p>Will the cost of these contract cancellations be made public knowledge at some time?</p>	<p>Our government is committed to conducting business in an open and transparent manner. We will provide what we can when we can.</p>	<p><i>Contracts are commercially sensitive. It is up to the developer to determine what they are willing to make public and when.</i></p>
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Fisher, Petra (ENERGY)

From: Kovesfalvi, Sylvia (ENERGY)
Sent: November-14-11 8:53 AM
To: Nutter, George (ENERGY)
Subject: Fw: Evening Update
Attachments: QA-repudiationNov13(letter release).Legal.730pm.doc

Duplicate attachment removed

Hi George - I've been working with CO and Legal since Wednesday on developing messages/media protocol for three potential scenarios re next steps on Greenfield. Most recent version attached. If there are additional changes today, I will be forwarding to you for input (I'm off today - Maddy has a couple of medical appts but will be on BB intermittently). I hope the attached is self-explanatory. I'll give you a call as soon as I can (probably 9:30ish).

Thank you.

Sent from my BlackBerry Wireless Handheld

From: Ted DeWelles <horatio@idirect.com>
To: Kovesfalvi, Sylvia (ENERGY)
Sent: Sun Nov 13 19:53:59 2011
Subject: Evening Update

(sending from home computer, which is in husband's name).

Cayley, Daniel (ENERGY)

From: Jennings, Rick (ENERGY)
Sent: November-14-11 9:34 AM
To: Perun, Halyna N. (ENERGY); Lindsay, David (ENERGY)
Cc: Silva, Joseph (ENERGY); Calwell, Carolyn (ENERGY); Sharkawi, Rula (ENERGY)
Subject: RE: Evening Update

A comment, page 8 "Will legislation be required to stop construction?" 2nd sentence says "The OPA requires the developer to stop work at the site." I don't believe that the OPA can actually require the developer to stop construction. The OPA ask the developer to stop and can say they won't contractually support the project anymore but they can't force the project construction to stop.

From: Perun, Halyna N. (ENERGY)
Sent: November 14, 2011 8:59 AM
To: Lindsay, David (ENERGY)
Cc: Jennings, Rick (ENERGY); Silva, Joseph (ENERGY); Calwell, Carolyn (ENERGY); Sharkawi, Rula (ENERGY)
Subject: FW: Evening Update

Privileged and Confidential

Latest Comms info - sent to CO last evening -

Halyna

Halyna N. Perun
A/Director
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777 Bay Street, 4th Floor, Suite 425
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From: Kovesfalvi, Sylvia (ENERGY)
Sent: November 13, 2011 7:59 PM
To: McMichael, Rhonda (CAB); Perun, Halyna N. (ENERGY); Sharkawi, Rula (ENERGY); Calwell, Carolyn (ENERGY)
Cc: King, Ryan (ENERGY); Gemmiti, Paola (MAA)
Subject: Fw: Evening Update

Hi - all comments incorporated. Good to forward.

Sent from my BlackBerry Wireless Handheld

Cayley, Daniel (ENERGY)

From: Silva, Joseph (ENERGY)
Sent: November-14-11 9:51 AM
To: Perun, Halyna N. (ENERGY); Jennings, Rick (ENERGY)
Cc: Calwell, Carolyn (ENERGY)
Subject: RE: Draft letter for review - Privileged and Confidential

Great, thanks very much Halyna.

From: Perun, Halyna N. (ENERGY)
Sent: November 14, 2011 9:49 AM
To: Silva, Joseph (ENERGY); Jennings, Rick (ENERGY)
Cc: Calwell, Carolyn (ENERGY)
Subject: FW: Draft letter for review - Privileged and Confidential

Privileged and Confidential

Hi Joseph – as per your request – this draft is the latest version of the proposed letter from the Minister to the OPA – I have not heard further as to whether this version is acceptable to the Minister or what has happened with it -

Re OPA letter to the Minister – you'll recall the original arrived on Thursday to MO – so we should all get a copy of it if possible

Halyna

Halyna N. Perun
A/Director
Legal Services Branch
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777 Bay Street, 4th Floor, Suite 425
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From: Perun, Halyna N. (ENERGY)
Sent: November 11, 2011 2:20 PM
To: 'chrisbentley@liberal.ola.org'
Cc: MacLennan, Craig (ENERGY); Lindsay, David (ENERGY)
Subject: Draft letter for review - Privileged and Confidential

Privileged and Confidential

Minister – For your consideration, please see below the text for the proposed letter to the OPA, with the additional sentence highlighted. The addition picks up on the statement about compensation in the letter the OPA sent to you. This draft text with the addition has been approved by the Deputy Attorney General:

Dear Mr. Hinds:

In response to your letter of November 10, 2011 and in recognition that community opposition to the Greenfield South Generation Facility is ongoing and well documented, I am writing to acknowledge the OPA's efforts to negotiate with the developer of the facility, Greenfield South Power Corporation, with an aim to achieving a satisfactory resolution concerning the Mississauga site. The government remains committed to having the plant relocated.

I have given careful consideration to public statements, correspondence to the government and resolutions of the Council of the City of Mississauga. While full recognition must be given to rate-payer value and the fair treatment of contractual counterparties, as suggested in your letter, in light of the strong and persistent opposition to the plant, the government supports the OPA's decision to not proceed with the contract and any other appropriate commercial and other steps that the OPA must take in seeking to stop construction of the gas plant at its current location. **I will be engaging my colleagues in any dialogue with you on the most appropriate way to allocate compensation between the OPA and the Crown.**

The circumstances in Mississauga are unique. The government remains committed to a strong, stable supply of electricity for Ontario and continued support of those making investments in Ontario's electricity system.

Sincerely,

Chris Bentley,
Minister

Halyna

Halyna N. Perun
A/Director
Legal Services Branch
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