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| <p><b>Did the OPA terminate the contract at the government's request?</b></p> <p><b>Why wasn't the contract terminated sooner?</b></p> <p><b>If the OPA is terminating the contract, how can you get the company to work with the OPA to relocate the site?</b></p> <p><b>Will Greenfield South be the company to build the relocated plant? Do you have assurances from them on that?</b></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>The OPA will pursue further discussions with Greenfield South to find a satisfactory resolution.</p> | <p><i>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> <p><i>We expect to continue discussions with Greenfield South and hope to reach a satisfactory resolution.</i></p> |
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| <p><b>Will you put this back out to tender?</b></p> <p><b>What is the process for finding another site?</b></p> <p><b>How come you've cancelled the plants in Mississauga and Oakville but not in Northern York Region?</b></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>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>Unrelated content removed</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>  | <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>   | <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>  |



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| <p>[Redacted]</p> <p>[Redacted]</p>  | <p>Unrelated content removed</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>  |  |
| <p><b><u>Construction</u></b></p> <p><b>When will construction stop now that Greenfield has agreed to stop work while negotiations continue?</b></p> <p><b>What kind of penalty does the developer face if they don't stop construction?</b></p> | <p><b><u>IF GREENFIELD STOPS CONSTRUCTION:</u></b></p> <p>We understand that Greenfield South agreed to stop construction immediately.</p> <p>The developer will not be able to recover its costs of ongoing construction. We expect Greenfield to stop construction.</p> | <p>We have an agreement from Greenfield South to stop construction immediately.</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> |

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| <p><b>How much will the construction completed to date cost ratepayers?</b></p>               | <p>That has yet to be determined. The OPA is committed to resolving this matter with ratepayer value top of mind.</p>   | <p><i>We are committed to finding a fair resolution that upholds ratepayer value.</i></p>   |
| <p><b>Why did it take so long to stop construction?</b></p>                                   | <p>Discussions began as soon as they could between OPA and Greenfield South. The agreement to stop construction 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><b>Now that the OPA has terminated the contract, will work stop at the site?</b></p>       | <p>My understanding is that the OPA has notified the developer that it will not be proceeding with the contract. The OPA has asked the developer to stop work at the site.</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><b>Will legislation be required to stop construction?</b></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><i>The government is best able to answer this question.</i></p>  |
| <p><b>Minister, your spokesperson said that legislation was not needed, is this true?</b></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 this question.</i></p>  |



## **Fisher, Petra (ENERGY)**

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**From:** Letourneau, Amanda (ENERGY)  
**Sent:** November-16-11 4:36 PM  
**To:** Rebob, James (ENERGY)  
**Subject:** Site Servicing information

Hi James,

Here is the information on the site servicing permit, which is just copied from Mississauga's Building Permit Guide for Industrial, Commercial and Multi-use residential Buildings. It's my understanding that the drawings referred to are talking about services that are already present in the area, since most areas of the city are already serviced.

### **Site Servicing Permit**

The servicing of a building (storm and sanitary sewers, domestic water and fire protection water supply) is generally reviewed under a building permit, however,

sites with multiple buildings will require a separate site servicing permit. All site servicing permits are subject to applicable law, including compliance with the zoning by-law.

### **Plans, Specifications and Additional Documentation Required**

- **Site servicing drawings (5 copies) showing storm, sanitary, domestic water and fire protection water supply (including fire hydrants). Drawings shall be reviewed and stamped by Mississauga Fire Plan Examination and the Region of Peel.**
- **Storm connection approval from Transportation and Works**
- **Sanitary connection approval from the Region of Peel**
- **Easement documentation (where applicable)**

Here is a link to the guide, the section on Site servicing is on page 24:

[http://www5.mississauga.ca/pb/guide\\_buildingpermits\\_indust\\_comm\\_fModifiedSize.pdf](http://www5.mississauga.ca/pb/guide_buildingpermits_indust_comm_fModifiedSize.pdf)

**Amanda Letourneau**  
Articling Student  
Legal Services Branch  
Ministries of Energy and Infrastructure  
777 Bay Street, 4th Floor, Suite 425  
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**Fisher, Petra (ENERGY)**

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**From:** Kovesfalvi, Sylvia (ENERGY)  
**Sent:** November-16-11 5:11 PM  
**To:** Botond, Erika (ENERGY); Gemmiti, Paola (ENERGY); Gerard, Paul (ENERGY)  
**Cc:** Kett, Jennifer (OPO); Sylvis, Laura (ENERGY)  
**Subject:** RE: Mississauga news  
**Attachments:** Articles - Mississauga Gas Plant 9.26.11-11.10.11.pdf; Mississauga Gas Plant - Media Scan - 20111110.doc

Media clippings removed

Will do – here's our latest media scan which may also be helpful.

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**From:** Botond, Erika (ENERGY)  
**Sent:** November 16, 2011 5:06 PM  
**To:** Kovesfalvi, Sylvia (ENERGY); Gemmiti, Paola (ENERGY); Gerard, Paul (ENERGY)  
**Cc:** Kett, Jennifer (OPO)  
**Subject:** Mississauga news

Hi guys – can you please send Jen and I a list of all the reporters in Mississauga that have covered the gas plant and their contacts tomorrow morning. Thx, e



# **Media Scan**

## **Mississauga Gas Plant**

***September 26, 2010 – November 10, 2011***



## Media Scan Summary

### Date Range of Scan

September 26, 2010 – November 10, 2011

### Analysis

- While the issue of a potential gas plant siting on Loreland Avenue in Mississauga had existed since 2007, no activity had taken place since the Ontario Municipal Board ruled against an appeal to stop the plant going ahead, and the issue was dormant until June 2, 2011 when it was revealed that a building permit had been issued to Eastern Power to construct the plant.
- The plant quickly came to be described as an election issue, and sitting local MPP Donna Cansfield (a former energy minister) expressed her opposition to the plant. The Premier's June 20 comment "There's never a wrong time to do the right thing" was often referred to in the weeks and months to come.
- On July 25, it was reported that construction was going ahead on the site. This spurred new criticism from citizens doubtful that the province was likely to stop a plant that was already being built.
- The Liberals announced on September 24 that they would close the plant if re-elected. Initial response to this announcement was critical, seeing the move as a "flip-flop", "desperate" or "cynical". However, after the election, political commentators suggested the move did not harm – and may have benefited – Liberal incumbents in the area.
- On October 24, the Progressive Conservatives drew attention to the ongoing construction of the plant, and freshly appointed energy minister Chris Bentley issued a statement committing to relocate it.
- The issue has continued to be raised since then in scrums with the Premier and Minister Bentley. Both reiterate the government's commitment to relocate the plant but give little other detail about negotiations with Eastern Power.

### Key Quotes

| Date             | Quote   | Who                           | Source  |
|------------------|---|-------------------------------|---|
| November 9, 2011 | "Discussions are still underway. I have nothing new to report at this time."  | Premier McGuinty              | Media Availability Transcript, November 9, 2011 |
| November 9, 2011 | Citizenship and Immigration Minister Charles Sousa, whose Mississauga South riding borders the power plant, emphasized it would close. Before cabinet on Tuesday, he said he could appreciate the concerns that residents have when trucks are rumbling toward the bustling worksite in spite of election campaign assurances. "We are going to have the plant relocated and we are in the process of doing that," said Sousa. "I don't want to divulge things that will compromise the situation." | MPP Charles Sousa             | Toronto Star, November 9, 2011                  |
| November 9, 2011 | "I'm not going to get into the minute-by-minute discussions about various parts of this. It would be my hope to see a resolution to this as quickly and expeditiously as possible."   | Energy Minister Chris Bentley | Canadian Press, November 9, 2011                |



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| November 2, 2011   | "We've committed to relocate the plant. There are discussions ongoing between the OPA and Eastern. I'm hoping for an early as resolution to those discussions as possible, and as fair a resolution to all parties as possible. It would be not be in the interest of either the discussions or the people of Ontario if I engage in a minute-by-minute comment on the proceedings." | Energy Minister<br>Chris Bentley          | Pre-Cabinet Scrum Transcript, November 2, 2011  |
| November 2, 2011   | "We are working on it. It has been a bit more complicated than we originally anticipated. But we will relocate that plant. [...] Discussions are ongoing. That's all I can say at this point."   | Premier Dalton<br>McGuinty                | Pre-Cabinet Media Availability Transcript, November 2, 2011                               |
| October 26, 2011   | "It was a dumb place to put it, a dumb place to have it. There was a lot of mistakes. I'm not here to defend it. I'm just here to make sure it gets fixed."<br>"We're going to have it removed. The commitment is that it will be done."   | Mississauga<br>South MPP<br>Charles Sousa | Mississauga News, October 26, 2011  |
| October 24, 2011   | "The Ontario government is committed to relocating the natural gas plant originally planned for Mississauga. The government will work with the company to find a suitable location for this plant. More information will become available as discussions progress."  | Energy Minister<br>Chris Bentley          | Minister's Office   |
| September 24, 2011 | "A re-elected Liberal government will move swiftly and without delay to work with the developer to move this plant away from homes, schools and hospitals."  | Mississauga<br>South MPP<br>Charles Sousa | National Post, "Construction hasn't stopped at Mississauga power plant", October 24, 2011 |
| February 12, 2011  | "There is a continuing, productive conversation with TransCanada ... There's really nothing to report by way of specifics at this point in time."  | Premier Dalton<br>McGuinty                | Toronto Star  |
| October 2010       | "I'm proud to be a part of a government that has listened to this community and made the responsible choice to protect our sensitive airshed. I'm very happy to say that no new gas plant will be built in Oakville or Mississauga."   | Mississauga<br>South MPP<br>Charles Sousa | Toronto Star, June 13, 2011   |
| October 2010       | Changes in the province's electricity picture since the Oakville plant was proposed "made it clear this proposed natural gas plant is no longer required."   | Energy Minister<br>Brad Duguid            | Toronto Star, June 13, 2011   |

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| October 7, 2010 | <p>The 900-megawatt Oakville facility, adjacent to the Ford factory and one kilometre from homes and schools, was no longer needed. "Nor will this plant be moving forward elsewhere in the GTA." Duguid said extra power the Oakville area needs in future will come through transmission lines, but wasn't specific on what that would entail.</p> <p>However, circumstances are "completely different" for a power plant in York region, the minister stressed. That contentious facility, to be built on a flood plain in a Progressive Conservative riding, is still going ahead.</p>   | Energy Minister<br>Brad Duguid        | Toronto Star |
| October 7, 2010 | <p>The Liberals are expected to say the Oakville plant was approved at a time when there "was a need to replace coal and to address needs of local reliability" for the electricity supply.</p> <p>"This is no longer the case and there is no need for a gas plant in the southwest GTA" and electricity to meet the area's needs can now be carried in on transmission lines from elsewhere, a government insider said.</p>  | Unnamed<br>government<br>spokesperson | InsideHalton |
| October 7, 2010 | <p>"As we're putting together an update to our Long-Term Energy Plan, it has become clear we no longer need this plant in Oakville. With transmission investments we can keep the lights on and still shut down coal-fired generators."</p>  | Energy Minister<br>Brad Duguid        | InsideHalton |
| October 7, 2010 | <p>"Our new Long Term Energy Plan will reflect changes in supply and demand over the last few years and in putting together this Long Term Energy Plan it has become clear that the Province no longer needs this proposed natural gas plant here in Oakville. Four years ago, when the need for this plant was first identified we were working to address local reliability issues and the need to build cleaner supply as we phased out dirty coal fire generation by the end of 2014. I am pleased to share with all of you today that because of the changes in demand and the progress of our plan, because of the power we are saving</p> | Energy Minister<br>Brad Duguid        | InsideHalton |

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|  | through our conservation programs and because of the investments we've made that have increased supply from clean and renewable resources, reliability has been strengthened." |  |  |
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| Key Articles  |   |
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| Media Outlet  | Summary   |
| <b>Toronto Star</b><br>November 10, 2011<br>Robert Benzie                 | <b>Power plant will close even if finished, Liberals insist</b> – Robert Benzie reports the Liberal Party insists a power plant still being constructed in Mississauga will be closed even if the plant is completely built. Energy Minister Chris Bentley said Tuesday that the province is committed to relocating the plant and that he has no new progress to report. Premier Dalton McGuinty echoed the statement, adding, "Discussions are still underway." Citizenship and Immigration Minister Charles Sousa, MPP for Mississauga South, which borders the power plant, said Tuesday that he understands the concerns of residents, but refused to comment on the ongoing discussions over concerns that that could "compromise the situation." Progressive Conservative MPP Jim Wilson (Simcoe-Grey) said the Premier "misled" Ontarians, and that every additional day of construction work is costing taxpayers. Because negotiations between the OPA and Eastern are supposedly continuing, Wilson said the government could easily go to court to get a stop-work order and halt construction. |
| <b>Waterloo Region Record</b><br>November 5, 2011<br>Editorial            | <b>Liberals bungle new power plant</b> – An editorial in the Waterloo Region Record says that whether the Ontario Liberals keep building a new power plant in Mississauga or honour their promise to kill it, they have exposed themselves as inept managers of a major public project. Either way, they will have botched an important part of their energy policy - an area in which they are supposedly experts. And if the Greenfield South gas-fired power plant is axed, they will waste a shocking amount of money - how much they refuse to say - in a year Ontario faces a \$16 billion deficit.   |
| <b>Toronto Star</b><br>November 3, 2011<br>Robert Benzie and Rob Ferguson | <b>Hard to stop gas-fired plant in Mississauga, Liberals admit</b> - Yesterday, Premier Dalton McGuinty the relocation of the Mississauga gas plant has been "a little bit more complicated" than the Liberal Party originally expected. During a tense exchange with reporters yesterday, Energy Minister Chris Bentley refused to get into specifics on the talks apparently going on between the Ontario Power Authority (OPA) and Eastern Power, which is still building the plant. PC Leader Tim Hudak has warned the government is "making the (financial) hole ever worse" by drawing out the move of the plant.   |
| <b>Toronto Sun</b><br>October 28, 2011<br>Christina Blizzard              | <b>Rural Ontario zapped by Grit power policy</b> - Toronto Sun columnist Christina Blizzard suggests that the government's promise to relocate the Greenfield South power plant "makes it sound as if some giant crane will come along, pluck it up in one piece from the residential area where it's now located and plunk it down in a field close to nowhere. That's not going to happen. The plant was well on its way to completion. Changing plans now will cost hundreds of millions of dollars --a disgraceful waste of time and money." Blizzard calls on the Minister to have some courage when it comes to where cancelled power plants in Mississauga and Oakville  |



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|   | will now be located, noting, "Sure, you don't place a gas-powered plant next to a school. But sometimes, you have to do the right thing and put it close to a residential area."   |
| <b>National Post</b><br>October 25,<br>2011<br>Tristin Hopper     | <b>Construction hasn't stopped at Mississauga power plant</b> - Construction is still underway at a gas-fired Mississauga power plant the Ontario Liberals promised to move during the recent provincial election. Conservative Leader Tim Hudak says the arrival of a huge generator at the site of the Mississauga power plant will make the facility even more expensive to relocate and is questioning why construction is continuing on the site after the Liberal government promised to relocate the plant. He is also concerned about how much the province will be forced to pay in compensation to plant owner Greenfield South Power Plant. Hudak said, "This Mississauga power plant was supposed to have been cancelled by Dalton McGuinty during the election campaign. It's now 18 days later and the plant is ... (still being) built. In fact, this is the most expensive component of what's probably a \$300 million to \$400 million project. Are they now breaking a promise only three weeks after the election?"  |
| <b>September 29, 2011</b><br>The Globe and Mail<br>Adam Radwanski | <b>Liberal Leader's decisive image takes shock from power-plant pledge</b> – Adam Radwanski writes that the Liberals gave the appearance of panic by promising to scrap a gas-fired power plant being built in Mississauga - undermining the "steady hand at the tiller" pitch the two-term Premier has been making to voters. Uncertainty about the plant's future - the Liberals have said it will be "moved" - also adds to the sense, says Radwanski, that Mr. McGuinty is flying by the seat of his pants.  |
| <b>September 29, 2011</b><br>National Post<br>Tom Adams           | <b>Stop playing with Ontario's electricity</b> - Tom Adams is critical of the Liberal party commitment to relocate the planned gas plant for Mississauga, and argues that because all three parties support not locating a plant in Mississauga there will be no debate on the wider issues associated with the cancellation of the generator, specifically regarding political interference with energy planning. He cites the most recent 18-month outlook from the IESO which states "A new natural gas generation plant is essential in the southwest GTA. It is critical for supporting the elimination of coal-fired generation by 2014 and to meet the electricity needs of a region whose peak load has grown more than twice as quickly as the provincial average."   |
| <b>September 27, 2011</b><br>Toronto Star<br>Editorial            | <b>Energy NIMBYs win</b> – A Toronto Star editorial writes that it's all too predictable that Liberal Leader Dalton McGuinty is promising to pull the plug on a gas-fired power plant in Mississauga. An earlier editorial in this space said that on the eve of a provincial election, in a hotly contested riding, there was no practical way the government would hold firm. As if on cue, less than two weeks before voting day, the Liberals announced that "a compelling local argument," plus nearby condo expansion, led them to conclude that the plant was ill-advised. McGuinty insisted the reversal's pre-election timing was a coincidence. One wonders how he could keep a straight face. The retreat marks the second time in less than a year that McGuinty's government has given up on building a power plant serving the southwest Greater Toronto Area. Last October the government axed a 900-megawatt gas-fired plant proposed for Oakville after strong opposition from well-heeled residents. This from a premier who once boldly declared that "NIMBYism will no longer prevail" in his Ontario. |
| <b>September 25, 2011</b><br>Canadian Press<br>Diana Mehta        | <b>McGuinty defends scrapping power plant as PCs pounce on 'desperate' Liberals</b> - A quiet weekend pledge to scrap a gas-fired plant west of Toronto forced Ontario's election-minded premier onto the defensive Sunday as his political rivals slammed the move as a crass attempt at grabbing votes. In a barely publicized announcement on Saturday, four local Liberal candidates made the promise to stop  |

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|  | <p>construction of the 280-megawatt natural gas-powered facility in Mississauga, Ont. At a campaign stop, Premier Dalton McGuinty gamely defended the decision amid questions about the timing of the low-key announcement that came less than two weeks before the Oct. 6 vote. McGuinty said the community had changed significantly since the plant was proposed in 2005, which was why his party had changed tack. But the opposition parties pounced on the move, with Tory Leader Tim Hudak denouncing McGuinty's "latest flipflop."</p>   |
| <p><b>Toronto Star</b><br/>June 21, 2011<br/>San Grewal</p>                          | <p><b>Power plant in doubt, McGuinty hints</b> - Ontario Premier Dalton McGuinty hinted Monday that the controversial construction of a gas-fired power plant on the Toronto-Mississauga border might not go ahead. "There's never a wrong time to do the right thing and that's what we'll do," McGuinty told reporters.</p>  |
| <p><b>Mississauga News</b><br/>June 9, 2011<br/>MPP Donna Cansfield<br/>(Letter)</p> | <p><b>Oppose the power plant</b> - In a letter to the editor, MPP and former energy minister Donna Cansfield writes that she feels MPP are responsible to their constituents first and foremost. She writes that the proposed Mississauga gas power plant, while not located inside Etobicoke, will impact the quality of local air and residents are right to be concerned. The plant is similar many respects to the cancelled Oakville plant, she says: both were planned to provide power to the same region, both sites are located close to residential areas including schools and parks, and both represent risks to the same air shed. With the cancellation of the Oakville plant, and with work still being done on developing Ontario's Long-Term Energy Plan, this plant should not be built while there is any question as to its safety or necessity.</p> |
| <p><b>Toronto Star</b><br/>June 6, 2011<br/>San Grewal</p>                           | <p><b>Residents steamed over plant plan</b> - San Grewal reports for the Toronto Star that some Mississauga residents are furious to hear a building permit has been issued to construct a gas-fired power plant in an environmentally sensitive area. "I was shocked when I heard the permit was issued," said Dr. Boyd Upper, a resident who has fought the project for years. He said residents thought the plan was dead because nothing had happened since 2007, when Eastern Power Ltd. won the right to build the plant in an Ontario Municipal Board ruling that went against the city.</p>  |
| <p><b>Mississauga News</b><br/>June 2, 2011<br/>Chris Clay</p>                       | <p><b>Permit issued for power plant</b> - Chris Clay reports that the City of Mississauga issued a building permit on Monday that allows construction of a 280-megawatt power plant on Loreland Ave, near the Mississauga/Etobicoke border, to begin. Ward 1 Councillor Jim Tovey said, "It's a terrible location," said Tovey. "Because of the OMB decision, the City had to issue the permits. It's pretty frustrating." Tovey said there's nothing more the City can do to stop the project and hopes the provincial government steps in. But he doesn't think that's likely to happen.</p>   |



## **Fisher, Petra (ENERGY)**

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**From:** Kristin Jenkins <Kristin.Jenkins@powerauthority.on.ca>  
**Sent:** November-16-11 5:24 PM  
**To:** Kovesfalvi, Sylvia (ENERGY); Patricia Phillips  
**Cc:** Kulendran, Jesse (ENERGY); Silva, Joseph (ENERGY); Nutter, George (ENERGY); Colin Andersen; Michael Lyle  
**Subject:** RE: Time-Sensitive: Update

In the event the scenario you describe below comes to pass, OPA would say the following:

OPA has reached an agreement with Greenfield Power Corporation to immediately stop construction of Greenfield's power plant in Mississauga. OPA and Greenfield are now negotiating an agreement to relocate the plant. OPA will not make any further comments while the negotiations are underway.

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**From:** Kovesfalvi, Sylvia (ENERGY) [mailto:Sylvia.Kovesfalvi@ontario.ca]  
**Sent:** November 16, 2011 3:01 PM  
**To:** Kristin Jenkins; Patricia Phillips  
**Cc:** Kulendran, Jesse (ENERGY); Silva, Joseph (ENERGY); Nutter, George (ENERGY)  
**Subject:** Time-Sensitive: Update  
**Importance:** High

Hi – We are just finalizing some messaging/QA should agreement be reached to stop construction while negotiations continue.

Below is our draft minister's statement.

Would you be able to prepare statement for OPA and send for our review this afternoon?

Let me know if you have any questions/concerns.

Thank you.

Sylvia  
416-327-4334

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### **ENERGY DRAFT – 16 NOV 2011 - If OPA/Greenfield Reach Agreement to Stop Construction**

#### **STATEMENT FROM ONTARIO MINISTER OF ENERGY CHRIS BENTLEY**

November 16, 2011

We made a specific commitment to residents in Mississauga and Etobicoke to relocate the gas generating plant currently under construction.

We listened to local concerns from all residents, taking into consideration the changes in the area, including residential development since the plant was proposed.

A few weeks ago, the Ontario Power Authority began negotiations with Greenfield South. This morning/afternoon, the OPA notified us that Greenfield has agreed to stop construction immediately, while negotiations continue.

We are pleased with this progress and look forward to a satisfactory resolution.

Ontario families and businesses need a reliable supply of clean power for our homes and businesses - we intend to honour our commitment to relocate the gas generation plant. The best interests of Ontarians and their communities are our number one priority.

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**Fisher, Petra (ENERGY)**

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**From:** Silva, Joseph (ENERGY)  
**Sent:** November-16-11 8:17 PM  
**To:** MacLennan, Craig (ENERGY)  
**Cc:** Lindsay, David (ENERGY)  
**Subject:** Deck for Vapour briefing of M tomorrow  
**Attachments:** GS Options on Site 16 11 2011(2).ppt

Hi Craig - please find attached the deck for tomorrow's briefing of the Minister.

Thank you

Sent using BlackBerry Wireless

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**From:** Calwell, Carolyn (ENERGY)  
**To:** Silva, Joseph (ENERGY)  
**Cc:** Perun, Halyna N. (ENERGY); Jennings, Rick (ENERGY); King, Ryan (ENERGY)  
**Sent:** Wed Nov 16 20:11:09 2011  
**Subject:** Deck

Joseph, the revised deck, as promised earlier today. Apologies for my delay in getting it to you.

Carolyn

This communication may be solicitor/client privileged and contain confidential information only intended for the person(s) to whom it is addressed. Any dissemination or use of this information by others than the intended recipient(s) is prohibited. If you have received this message in error please notify the writer and permanently delete the message and all attachments. Thank you.



# **Greenfield South Power Corporation Options**

**Minister's Briefing  
Confidential/Solicitor Client Privileged  
November 17, 2011**

## Issues

- Next steps to resolve the Greenfield South gas plant require the government and the OPA to determine:
  1. what compensation Greenfield South should receive for termination of the contract; and
  2. what will happen with the Greenfield South site
- These issues inform both negotiations with Greenfield South and, potentially, draft legislation
  - All options are not equally feasible and may need to be adjusted depending on circumstances

## Compensation

- There are at least 3 options to address compensation:
  1. Formula based on provable costs incurred by Greenfield South
  2. Fixed amount based on estimated costs incurred by Greenfield South
  3. Referral to a third party arbitrator for determination of compensation

## Compensation

- Compensation is assumed to include:
  - Sunk costs of construction and equipment
  - Costs paid to terminate construction and equipment contracts
  - Soft development costs, such as engineering, design, surveys, and legal fees
  - Costs of securing the site once construction stops
- Compensation could include:
  - Lost profits
  - Costs of acquiring the site

## Option 1 – Formula based on costs incurred

- Greenfield would receive compensation for reasonable costs incurred in developing the project based on costs that it could prove through invoices and other documentation and, potentially, audit
- A formula could define “reasonable costs” and the time periods in which those costs were incurred
- Pros
  - Places onus on Greenfield South to prove its costs
  - Payment would be based on verifiable information and commercial reasonableness
  - This approach was taken in the *Adams Mine Lake Act, 2004*
  - Provides a rational basis for negotiations
- Cons
  - Negotiations could become bogged down in settling a formula without getting to the application of the formula
  - May remain unresolved for a significant period of time as the process unfolds

## Option 2 – Fixed Amount

- Greenfield would receive compensation based on an amount determined by the OPA. This amount would be an estimate of costs to the date of termination of the contract, without verification from Greenfield South
- Pros
  - An amount could be determined quickly
  - Could be used as a tactic in the context of legislation to advance negotiations
- Cons
  - Would require implementation through legislation.
    - Greenfield would not agree to an amount imposed by the OPA or the government
  - Appears arbitrary and unfair



## Option 3 – Referral to Arbitrator

- An arbitrator could be appointed to resolve compensation either with consensus of Greenfield South or through legislation
- Pros
  - Provides for resolution of compensation through an independent third party
  - Allows for fair, impartial assessment of the amount of compensation
- Cons
  - Could result in a lengthy process, although process could be negotiated or legislated
  - Once arbitration commences, the ability of the OPA and the government to control the process is reduced

## The Project Site

- There are at least 3 options to address the project site, which is a brownfield in a mostly industrial and commercial area:
  1. Acquire the site
  2. Greenfield retains the site
  3. Engage the City of Mississauga to seek its interest in acquiring the site from Greenfield South or contributing to compensation to Greenfield South



## Site Option 1 – Acquisition

- Infrastructure Ontario or Ontario Power Generation acquires the site “as is” from Greenfield South
- Greenfield is compensated in the manner determined above and for the fair value of the land
- Pros
  - Quick to implement
  - Costs of demolition and site restoration, if necessary, are deferred
  - Site becomes available for public use or for resale
- Cons
  - Costs of security of site
  - May be perceived as expropriation, even if Greenfield is a willing seller

## Option 2 – Greenfield retains site

- Use of site for electricity generation is prohibited through agreement or legislation
- Greenfield is compensated as determined above, for costs of restoring the site to its pre-construction state, if desirable, and retains title to the land
- Pros
  - Limits OPA's and government's interests to immediate financial interests
  - Less intrusive to private interests than acquiring the site
- Cons
  - Public may continue to have ongoing concerns about future use of site

## Option 3 – City of Mississauga Participation

- Begin discussions with the City of Mississauga to determine their interest in acquiring the site from Greenfield South Power Corporation or playing a role in resolution of the site
- City could contribute financially to compensation for Greenfield South or take on the liability of owning the site and in turn have a say in or control over the future use of the land
- Pros
  - Could potentially reduce total costs borne by the OPA or the Province
  - City could show that it is doing something positive in light of the cancellation
  - Demonstrates co-operation between the Province and the City
- Cons
  - Interest of the City is unknown. City unlikely to make a financial contribution

## Other Considerations

- Relocation – Greenfield South develops a generation project at another site or Greenfield South's turbines are used at another site
  - Relocation complicates and potentially delays resolution of the Mississauga site
  - Any potential site may bring with it local opposition or other complications

## Fisher, Petra (ENERGY)

---

**From:** Silva, Joseph (ENERGY)  
**Sent:** November-16-11 8:37 AM  
**To:** Lindsay, David (ENERGY)  
**Subject:** Fw: Greenfield

Fyi

Sent using BlackBerry Wireless

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**From:** Kovesfalvi, Sylvia (ENERGY)  
**To:** Silva, Joseph (ENERGY); King, Ryan (ENERGY); Calwell, Carolyn (ENERGY); Kulendran, Jesse (ENERGY); Botond, Erika (ENERGY); Dunn, Ryan (ENERGY); Kett, Jennifer (OPO)  
**Cc:** Gemmiti, Paola (ENERGY); Gemmiti, Paola (MAA); Nutter, George (ENERGY); Sharkawi, Rula (ENERGY)  
**Sent:** Wed Nov 16 08:27:44 2011  
**Subject:** Greenfield

Hi –

CO has asked us to develop messaging/strategy and q/a around how comms would work if we reach an agreement to stop construction (vs cancelling contract).

Am working on that now and will be forwarding mats in the next hour or so.

## **Fisher, Petra (ENERGY)**

---

**From:** Nutter, George (ENERGY)  
**Sent:** November-17-11 9:35 AM  
**To:** Danyluk, Erica (CAB)  
**Cc:** Gemmiti, Paola (ENERGY); Kovesfalvi, Sylvia (ENERGY)  
**Subject:** Greenfield South  
**Attachments:** 2011-11-16 Minister's Statement - construction stops - ENERGY.DOC; 2011-11-16 Minister's Statement - ENERGY.DOC

Hi Erica –

Please see attached two alternate statements one of which the Minister is expecting to use tomorrow, depending on advice from the OPA on discussions underway with Greenfield South. I understand PO has these already from our MO.

George Nutter  
Manager, Energy Communications  
Communications Branch  
Ministry of Energy  
Ministry of Infrastructure

4th fl. Hearst Block  
900 Bay Street  
Queen's Park, Toronto  
Ontario, Canada M7A 2E1

416-326-9602 office  
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[george.nutter@ontario.ca](mailto:george.nutter@ontario.ca)

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**STATEMENT FROM ONTARIO MINISTER OF ENERGY CHRIS BENTLEY**

November XX, 2011

We made a specific commitment to residents in Mississauga and Etobicoke to relocate the gas generating plant currently under construction.

Over the last several weeks, the Ontario Power Authority has been in discussions with Greenfield South. Today, the OPA notified me that Greenfield has agreed to stop construction immediately.

We are pleased with this progress. We listened to local concerns from all residents, taking into consideration the changes in the area, including residential development since the plant was proposed.

We heard that our current process to locate gas plants needed to improve - we committed to relocating the plant and are reviewing the process of how gas plants are located in communities – this will guide our future plans. The best interests of Ontarians and their communities are our number one priority.

---

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

**ontario.ca/energy-news**  
*Disponible en français*

Paul Gerard, Communications Branch, 416-327-7226  
[Paul.gerard@ontario.ca](mailto:Paul.gerard@ontario.ca)

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

---

**STATEMENT FROM ONTARIO MINISTER OF ENERGY CHRIS BENTLEY****November XX, 2011**

We made a specific commitment to residents in Mississauga and Etobicoke to relocate the gas generating plant currently under construction.

We listened to local concerns from all residents, taking into consideration the changes in the area, including residential development since the plant was proposed.

We heard that our current process to locate gas plants needed to improve - we committed to relocating the plant and are reviewing the process of how gas plants are located in communities – this will guide our future plans. The best interests of Ontarians and their communities are our number one priority.

After several weeks of discussions between the Ontario Power Authority and the owners of the plant, no agreement has been reached to stop construction and relocate.

The Ontario Power Authority has informed the corporation that it is taking the next step in this process and is not proceeding with its contract.

Ontario families and businesses need a reliable supply of clean power for our homes and businesses - we intend to honour our commitment to relocate the gas generation plant as quickly as possible.

---

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

**ontario.ca/energy-news**  
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Paul Gerard, Communications Branch, 416-327-7226  
[Paul.gerard@ontario.ca](mailto:Paul.gerard@ontario.ca)

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



## Fisher, Petra (ENERGY)

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**From:** Nutter, George (ENERGY)  
**Sent:** November-17-11 9:45 AM  
**To:** Danyluk, Erica (CAB)  
**Cc:** Gemmiti, Paola (ENERGY); Kovesfalvi, Sylvia (ENERGY)  
**Subject:** RE: Greenfield South

Sure. Rhonda is in the loop on this by the way, and has seen and commented on earlier versions.

Discussions have been ongoing with Greenfield South on the Mississauga/Etobicoke gas plant which the Premier committed to relocating during the election.

Two scenarios are currently in play. In one, it is determined that the OPA will repudiate its contract with Greenfield, with negotiations to that point not having been successful. In the other, negotiations with Greenfield are ongoing, and Greenfield has agreed to stop construction on the plant.

It is currently intended that the statement be walked around the gallery tomorrow. I have received no direction with regard to posting the statement on Newsroom.

George Nutter  
Manager, Energy Communications  
Communications Branch  
Ministry of Energy  
Ministry of Infrastructure

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Ontario, Canada M7A 2E1

416-326-9602 office  
416-326-3947 fax

[george.nutter@ontario.ca](mailto:george.nutter@ontario.ca)

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**From:** Danyluk, Erica (CAB)  
**Sent:** November 17, 2011 9:39 AM  
**To:** Nutter, George (ENERGY)  
**Cc:** Gemmiti, Paola (ENERGY); Kovesfalvi, Sylvia (ENERGY)  
**Subject:** RE: Greenfield South

Thanks George - can you please provide a bit more background on this?

**Erica Danyluk**

Senior Advisor, Cabinet Office Communications  
(p) 416.325.1179, (f) 416.325.1979  
[erica.danyluk@ontario.ca](mailto:erica.danyluk@ontario.ca)

**From:** Nutter, George (ENERGY)  
**Sent:** November 17, 2011 9:35 AM  
**To:** Danyluk, Erica (CAB)  
**Cc:** Gemmiti, Paola (ENERGY); Kovesfalvi, Sylvia (ENERGY)  
**Subject:** Greenfield South

Hi Erica –

Please see attached two alternate statements one of which the Minister is expecting to use tomorrow, depending on advice from the OPA on discussions underway with Greenfield South. I understand PO has these already from our MO.

George Nutter  
Manager, Energy Communications  
Communications Branch  
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Ministry of Infrastructure

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## Fisher, Petra (ENERGY)

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**From:** Gemmiti, Paola (ENERGY)  
**Sent:** November-17-11 9:54 AM  
**To:** Danyluk, Erica (CAB); Nutter, George (ENERGY)  
**Cc:** Kovesfalvi, Sylvia (ENERGY)  
**Subject:** RE: Greenfield South

Sorry Erica. We have been working directly with Rhonda on this. She has these statements already. I will continue to keep Rhonda updated. Thanks, paola

---

**From:** Danyluk, Erica (CAB)  
**Sent:** November 17, 2011 9:39 AM  
**To:** Nutter, George (ENERGY)  
**Cc:** Gemmiti, Paola (ENERGY); Kovesfalvi, Sylvia (ENERGY)  
**Subject:** RE: Greenfield South

Thanks George - can you please provide a bit more background on this?

### Erica Danyluk

Senior Advisor, Cabinet Office Communications  
(p) 416.325.1179, (f) 416.325.1979  
[erica.danyluk@ontario.ca](mailto:erica.danyluk@ontario.ca)

---

**From:** Nutter, George (ENERGY)  
**Sent:** November 17, 2011 9:35 AM  
**To:** Danyluk, Erica (CAB)  
**Cc:** Gemmiti, Paola (ENERGY); Kovesfalvi, Sylvia (ENERGY)  
**Subject:** Greenfield South

Hi Erica –

Please see attached two alternate statements one of which the Minister is expecting to use tomorrow, depending on advice from the OPA on discussions underway with Greenfield South. I understand PO has these already from our MO.

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Manager, Energy Communications  
Communications Branch  
Ministry of Energy  
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416-326-3947 fax

[george.nutter@ontario.ca](mailto:george.nutter@ontario.ca)

## **Cayley, Daniel (ENERGY)**

---

**From:** Perun, Halyna N. (ENERGY)  
**Sent:** November-17-11 10:22 PM  
**To:** Calwell, Carolyn (ENERGY)  
**Subject:** Reply

Hi Carolyn - I propose to tell Malliha that:

That we understand that OPA and Eastern is still negotiating but OPA is turning on more heat by announcing clearly tomorrow that they are not proceeding w the contract (stopping short of saying they are terminating) I should also clarify that in the attachment - it's the last of the three that will be sent not the middle (the last says OPA will not proceed - the middle one says terminate)

Anything to add as I have not paid attention to comms developments?

Thanks

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

Sent using BlackBerry

## **Cayley, Daniel (ENERGY)**

---

**From:** Rehob, James (ENERGY)  
**Sent:** November-17-11 10:56 AM  
**To:** Calwell, Carolyn (ENERGY); Perun, Halyna N. (ENERGY)  
**Subject:** Greenfield South Bill, when to share with Clients

Privileged & Confidential Legal Advice / Solicitor & Client Privileged

November 17, 2011

Hi, there – I wondered about when I/we should be sharing the draft Bill with the clients (under normal circumstances I would share each draft of the legislation as it is received, including my proposed instructions on same directly after they are sent). I have used this method in order to keep all directly involved “in the loop”, reducing the chance for unpleasant surprises from any quarters. Perhaps we can discuss when you have a moment. I won’t be sending instructions until either the end of day today or tomorrow morning.

Thank you!

James

**James P. H. Rehob**  
Senior Counsel  
Ministry of Energy and  
Ministry of Infrastructure  
Legal Services Branch  
777 Bay Street, 4th Floor, Suite 425  
Toronto, ON M5G 2E5  
Tel: 416-325-6676  
Fax: 416-325-1781  
[james.rehob@ontario.ca](mailto:james.rehob@ontario.ca)

### **Notice**

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## **Fisher, Petra (ENERGY)**

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**From:** Botond, Erika (ENERGY)  
**Sent:** November-17-11 11:00 AM  
**To:** Kovesfalvi, Sylvia (ENERGY); Kett, Jennifer (ENERGY); Dunn, Ryan (ENERGY); Kulendran, Jesse (ENERGY); Sharkawi, Rula (ENERGY); Gemmiti, Paola (ENERGY)  
**Subject:** Update on tomorrow  
**Attachments:** Greenfield Q's and A's Updated - MO copy RDEB edits skedits Nov16 - 6PM.doc  
**Importance:** High

Hi folks – attached are the updated Qs and As. Please send to fact check.

This version does not include the “what if construction stops” scenario and does not need to.

Plan as it stands is tomorrow morning:

9:00 AM – second letter goes  
9:30 AM – OPA statement goes  
10:00 AM – Minister's statement goes out  
10:15 AM – minister avail at QP

Can we see the latest version of the OPA statement.

Jesse – can we set up a quick call with Kristin to touch base about next steps and the plan for tomrrow.

Thx,  
Erika

## MISSISSAUGA UPDATE

DRAFT

Nov 17, 2011 (10:30 AM)

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### KEY MESSAGES

#### If Greenfield agrees to stop construction while negotiations proceed

- The OPA continues to negotiate with Greenfield South.
- While negotiations continue, Greenfield South has agreed to stop construction immediately.
- We are pleased with this progress and look forward to a satisfactory resolution.
- The government will continue to ensure that the best interests of Ontario's communities and ratepayers remain the primary priority.

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#### If contract does not proceed

- We made a specific commitment to residents in Mississauga and Etobicoke to relocate the gas generating plant currently under construction.
- We listened to local concerns from all residents, taking into consideration the changes in the area, including residential development since the plant was proposed.
- We heard that our current process to locate gas plants needed to improve - we committed to relocating the plant and are reviewing the process of how gas plants are located in communities - this will guide our future plans.
- The best interests of Ontarians and their communities are our number one priority.
- After several weeks of discussions between the Ontario Power Authority and the owners of the plant, no agreement has been reached to stop construction and relocate.
- The Ontario Power Authority has informed the corporation that it is taking the next step in this process and will not proceed with its contract.
- Ontario families and businesses need a reliable supply of clean power for our homes and businesses - we intend to honour our commitment to relocate the gas generation plant as quickly as possible.

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•We made a specific commitment to residents in Mississauga and Etobicoke to relocate the gas generating plant currently under construction.

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•We listened to local concerns from all residents, taking into consideration the recent development in the area, including more residential areas.

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•For several weeks, the Ontario Power Authority has been in discussion with the owners of the plant, they have not agreed to stop construction and relocate.

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•The Ontario Power Authority has informed the corporation that it is taking the next step in this process and will not proceed with its contract.

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•Ontario families and businesses need a reliable supply of clean power for our homes and businesses and we intend to honour our commitment to relocate the gas generation plant as quickly as possible.

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•The best interests of Ontarians and their communities are our primary priority.

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## Questions and AnswersQUESTIONS AND ANSWERS

### If Greenfield Agrees to Stop Construction

**When will construction stop now that Greenfield has agreed to stop work while negotiations continue?**

We understand that Greenfield South agreed to stop construction immediately.

**What kind of penalty does the developer face if they don't stop construction?**

The developer will not be able to recover its costs of ongoing construction. We expect Greenfield to stop construction.

**How much will the construction completed to date cost ratepayers?**

The developer will not be able to recover its costs of ongoing construction.

**Why did it take so long to stop construction?**

Discussions began as soon as they could between OPA and Greenfield South. The agreement to stop construction is the result of those discussions.

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## **Contract Termination**

### **Has the contract been terminated?**

The OPA is working hard to come to a fair resolution. Unfortunately, after several weeks of discussion with the corporate owners of the plant, they have not agreed to stop construction and relocate. Not proceeding with the contract is simply the next step in the process to ensure ratepayers are protected.

### **Who terminated the contract?**

The Ontario Power Authority informed the corporation that it will not proceed with its contract. Not proceeding with the contract is simply the next step in the process to ensure ratepayers are protected.

### **Why was the contract terminated? Were other solutions not viable?**

We made a specific commitment to residents in Mississauga and Etobicoke to relocate the gas generating plant currently under construction. For several weeks, the Ontario Power Authority has been in discussion with the owners of the plant, they have not agreed to stop construction and relocate.

The Ontario Power Authority has informed the corporation that it is taking the next step in this process and will not proceed with its contract.

Contract negotiations are commercially sensitive. These discussions are confidential. We are confident the OPA is working in the best interests of Ontarians.

### **Did the OPA terminate the contract at the government's request?**

The OPA, as the contract holder, has been in discussions with Greenfield South to resolve this matter in the best interests of Ontarians.

For several weeks, the Ontario Power Authority has been in discussion with the owners of the plant, they have not agreed to stop construction and relocate.

The Ontario Power Authority has informed the corporation that it is taking the next step in this process and will not proceed with its contract. [Not proceeding with the contract is simply the next step in the process to ensure ratepayers are protected.](#)

### **Why wasn't the contract terminated sooner?**

Discussions began as soon as they could between OPA and Greenfield South. [We want to resolve this in a fair way and these discussions take time. This is simply the](#)

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next step in the process to ensure ratepayers are protected. This decision is the result of those discussions.

**If the OPA is terminating the contract, how can you get the company to work with the OPA to relocate the site?**

The OPA will pursue further discussions with Greenfield South.

**Will Greenfield South be the company to build the relocated plant?**

Ontario families and businesses need a reliable supply of clean power for our homes and businesses. Discussions are ongoing - We intend to honour our commitment to relocate the gas generation plant. Ontario families need a reliable supply of clean power for our homes and businesses. The best interests of Ontarians and their communities are our primary priority.

**Will you put this back out to tender?**

Ontario families and businesses need a reliable supply of clean power for our homes and businesses. Discussions are ongoing - We intend to honour our commitment to relocate the gas generation plant as quickly as possible. The best interests of Ontarians and their communities are our primary priority.



### **What is the process for finding another site?**

The OPA is best able to answer this. We can confirm that the site selection will include public consultation.

### **How come you've cancelled the plants in Mississauga and Oakville but not in Northern York Region?**

These are two very different situations.

We made a specific commitment to the residents of Mississauga during the election, and Mississauga voters overwhelmingly agreed with our commitment to relocate the gas generating plant. We intend to honour our commitment.

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.

### **Construction**

#### **Now that the OPA has terminated the contract, will work stop at the site?**

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.

#### **Will legislation be required to stop construction?**

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.

Legislation was an option, however, we were hopeful that Greenfield South would work with the OPA to find satisfactory resolution.

For several weeks, the Ontario Power Authority has been in discussion with the owners of the plant, they have not agreed to stop construction and relocate.

The Ontario Power Authority has informed the corporation that it is taking the next step in this process and will not proceed with its contract.

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

Legislation was an option, however, we were hopeful that Greenfield South would work with the OPA to find satisfactory resolution.

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## **Contract Value**

### **Why should anyone want to contract with OPA or government after this?**

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.~~

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.

### **What's the status of negotiations with TransCanada?**

Discussions with TransCanada continue. We do not have an update at this time.

### **Will the cost of these contract cancellations be made public knowledge at some time?**

~~Discussions are ongoing – I can tell you~~ Our government is committed to conducting business in an open and transparent manner.

## **If Letters Become Public**

### **What does/do these letters mean?**

We made a specific commitment to residents in Mississauga and Etobicoke to relocate the gas generating plant currently under construction. The OPA ~~has been is~~ working hard to come to a fair resolution.

Unfortunately, after several weeks of discussion with the corporate owners of the plant, they have not agreed to stop construction and relocate. Not proceeding with the contract is simply the next step in the process to ensure ratepayers are protected.

We intend to relocate the gas generation plant and have it supplying power as quickly as possible.

### **Does this mean construction stops immediately?**

This means the OPA will no longer proceed with the contract and Greenfield is financial liable for any further investments in the project. This is the next step in this process to minimize the cost and protect ratepayers. This in the best interests of Ontarians and their communities are our primary priority. It's important that the OPA continue to try and work with the company to resolve this in as quickly and fairly a way possible.

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### **What kind of penalty does the developer face if they don't stop construction?**

Not proceeding with the contract means Greenfield is financial liable for any further investments in the project. This next step will protect Ontario ratepayers from any future costs.

### **Why did negotiations fail?**

For several weeks, the Ontario Power Authority has been in discussion with the owners of the plant, they have not agreed to stop construction and relocate.

The Ontario Power Authority has informed the corporation that it is taking the next step in this process and will not proceed with its contract.

Ontario families and businesses need a reliable supply of clean power for our homes and businesses. We intend to honour our commitment to relocate the gas generation plant ~~as quickly as possible.~~ The best interests of Ontarians and their communities are our primary priority.

### **How long did the OPA give it? How extensive have the discussions been?**

There have been several weeks of discussion between the OPA and Greenfield.

They have not agreed to stop construction and relocate, and the Ontario Power Authority has informed the corporation that it is taking the next step in this process and will not proceed with its contract.

### **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?**

We made a specific commitment to residents in Mississauga and Etobicoke to relocate the gas generating plant currently under construction. There have been significant changes to the area since the plant was originally approved in 2004, including the construction of several residential buildings. ~~The health and well being of Ontarians is our primary concern and we~~ we listened to local concerns from all residents ~~- taking their concerns into consideration, including the recent development in the area we heard that our current process to locate gas plants needed to improve - we committed to relocating the plant and are reviewing the process of how gas plants are located in communities – this will guide our future plans.~~

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**What does “most appropriate way to allocate compensation between the OPA and Crown” mean?**

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.

**Exactly how much is it going to cost to cancel this contract?**

The OPA is working hard to come to a fair resolution. Unfortunately, after several weeks of discussion with the corporate owners of the plant, they have not agreed to stop construction and relocate. Not proceeding with the contract is simply the next step in the process to ensure ratepayers are protected.

**How long will settlement negotiations take? Is there a drop-dead date?**

We intend to honour our commitment to relocate the gas generation plant ~~as quickly as possible~~. The OPA is working hard to come to a fair resolution. This is simply the next step in the process to ensure ratepayers are protected.

**Are these letters precedent-setting? Has the Ministry or OPA sent similar letters before?**

No. Such letters are not precedent-setting. This is a natural course of business and our

Our government conducts business on behalf of the people of Ontario in an open and transparent manner.

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## Fisher, Petra (ENERGY)

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**From:** Gemmiti, Paola (ENERGY)  
**Sent:** November-17-11 11:05 AM  
**To:** Nutter, George (ENERGY)  
**Cc:** Kovesfalvi, Sylvia (ENERGY)  
**Subject:** Fw: Update on tomorrow  
**Attachments:** Greenfield Q's and A's Updated - MO copy RDEB edits skedits Nov16 - 6PM.doc

**Importance:** High

Duplicate attachment removed

Hi can you please send the latest statement to erika? Thx

-----  
Sent using BlackBerry

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**From:** Botond, Erika (ENERGY)  
**To:** Kovesfalvi, Sylvia (ENERGY); Kett, Jennifer (ENERGY); Dunn, Ryan (ENERGY); Kulendran, Jesse (ENERGY); Sharkawi, Rula (ENERGY); Gemmiti, Paola (ENERGY)  
**Sent:** Thu Nov 17 10:59:34 2011  
**Subject:** Update on tomorrow

Hi folks – attached are the updated Qs and As. Please send to fact check.

This version does not include the “what if construction stops” scenario and does not need to.

Plan as it stands is tomorrow morning:

9:00 AM – second letter goes  
9:30 AM – OPA statement goes  
10:00 AM – Minister's statement goes out  
10:15 AM – minister avail at QP

Can we see the latest version of the OPA statement.

Jesse – can we set up a quick call with Kristin to touch base about next steps and the plan for tomrrow.

Thx,  
Erika

## Fisher, Petra (ENERGY)

---

**From:** Sharkawi, Rula (ENERGY)  
**Sent:** November-17-11 11:07 AM  
**To:** Gemmiti, Paola (ENERGY); Nutter, George (ENERGY)  
**Subject:** Fw: Update on tomorrow  
**Attachments:** Greenfield Q's and A's Updated - MO copy RDEB edits skedits Nov16 - 6PM.doc  
**Importance:** High Duplicate attachment removed

Paola - we need to check if the statement should be posted to newsroom. If so, Sharon Fong should be cued up.

R

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**From:** Botond, Erika (ENERGY)  
**To:** Kovesfalvi, Sylvia (ENERGY); Kett, Jennifer (ENERGY); Dunn, Ryan (ENERGY); Kulendran, Jesse (ENERGY); Sharkawi, Rula (ENERGY); Gemmiti, Paola (ENERGY)  
**Sent:** Thu Nov 17 10:59:34 2011  
**Subject:** Update on tomorrow

Hi folks – attached are the updated Qs and As. Please send to fact check.

This version does not include the “what if construction stops” scenario and does not need to.

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Can we see the latest version of the OPA statement.

Jesse – can we set up a quick call with Kristin to touch base about next steps and the plan for tomrrow.

Thx,  
Erika



## **Fisher, Petra (ENERGY)**

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**From:** Botond, Erika (ENERGY)  
**Sent:** November-17-11 11:33 AM  
**To:** Kovesfalvi, Sylvia (ENERGY); Dunn, Ryan (ENERGY); Kett, Jennifer (ENERGY)  
**Cc:** Kulendran, Jesse (ENERGY); Nutter, George (ENERGY); Gemmiti, Paola (ENERGY)  
**Subject:** Re: OPA Statements

To be clear - with the contract cx'l'd - does that mean the opa will not work with greenfield to find a new location for sure? I thought that discussions would continue - this is just the next step to ensure ratepayers are protected. This reads now like it's back over to the gov't to make a decision on location ...

---

**From:** Kovesfalvi, Sylvia (ENERGY)  
**To:** Botond, Erika (ENERGY); Dunn, Ryan (ENERGY); Kett, Jennifer (ENERGY)  
**Cc:** Kulendran, Jesse (ENERGY); Nutter, George (ENERGY); Gemmiti, Paola (ENERGY)  
**Sent:** Thu Nov 17 11:18:06 2011  
**Subject:** OPA Statements

Hi all – Below are the latest versions of OPA statements I have – Jesse do you have anything more recent?

### **OPA DRAFT- 15 NOV 2011 -2:00 pm - OPA NOT PROCEEDING WITH CONTRACT FOR MISSISSAUGA POWER PLANT**

TORONTO, November 16, 2011- The Ontario Power Authority announced today, that despite best efforts to work with Greenfield South Power Corporation, is not proceeding with the contract for Greenfield's Mississauga power plant..

After several weeks of discussions it has become clear that Greenfield South has no intent to consider relocation and continues construction. In light of this, the company has been notified that OPA is not proceeding with the contract. Greenfield is financially liable for any further investments in the project.

The OPA will continue to work with the government to identify another site for the gas plant based on local generation needs and transmission and distribution support to ensure a long-term reliable supply of electricity.

### **OPA Statement – 16 NOV 2011 - In the event construction stops/negotiations continue (which I understand is now off the table):**

OPA has reached an agreement with Greenfield Power Corporation to immediately stop construction of Greenfield's power plant in Mississauga. OPA and Greenfield are now negotiating an agreement to relocate the plant. OPA will not make any further comments while the negotiations are underway.

## **Fisher, Petra (ENERGY)**

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**From:** Kovesfalvi, Sylvia (ENERGY)  
**Sent:** November-17-11 11:38 AM  
**To:** McMichael, Rhonda (CAB); Gemmiti, Paola (ENERGY); Sharkawi, Rula (ENERGY)  
**Subject:** RE: Update  
**Attachments:** 2011-11-16 Minister's Statement - construction stops - ENERGY.DOC; 2011-11-16 Minister's Statement - ENERGY.DOC; Greenfield Q's and A's Updated - MO copy RDEB edits skedits Nov16 - 6PM.DOC

Duplicate attachment removed (Qs and As)

Hi Rhonda - here are the MO approved statements (now in translation).

I just received MO's changes to QA, which I'm now pushing through fact-check and will then incorporate into our master KM/QA document. So the target ETA on master KM/QA is about 2pm this aft.

In case it's helpful to you, here is MO's draft QA (they are using a different format but the messaging/QA are the same).

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

From: McMichael, Rhonda (CAB)  
Sent: November 17, 2011 11:34 AM  
To: Gemmiti, Paola (ENERGY); Sharkawi, Rula (ENERGY); Kovesfalvi, Sylvia (ENERGY)  
Subject: Update

Hi - let me know eta of MO approved statements and q/a thanks.

**STATEMENT FROM ONTARIO MINISTER OF ENERGY CHRIS BENTLEY**

November XX, 2011

We made a specific commitment to residents in Mississauga and Etobicoke to relocate the gas generating plant currently under construction.

Over the last several weeks, the Ontario Power Authority has been in discussions with Greenfield South. Today, the OPA notified me that Greenfield has agreed to stop construction immediately.

We are pleased with this progress. We listened to local concerns from all residents, taking into consideration the changes in the area, including residential development since the plant was proposed.

We heard that our current process to locate gas plants needed to improve - we committed to relocating the plant and are reviewing the process of how gas plants are located in communities – this will guide our future plans. The best interests of Ontarians and their communities are our number one priority.

---

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

**ontario.ca/energy-news**  
*Disponible en français*

Paul Gerard, Communications Branch, 416-327-7226  
[Paul.gerard@ontario.ca](mailto:Paul.gerard@ontario.ca)

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

**STATEMENT FROM ONTARIO MINISTER OF ENERGY CHRIS BENTLEY**

November XX, 2011

We made a specific commitment to residents in Mississauga and Etobicoke to relocate the gas generating plant currently under construction.

We listened to local concerns from all residents, taking into consideration the changes in the area, including residential development since the plant was proposed.

We heard that our current process to locate gas plants needed to improve - we committed to relocating the plant and are reviewing the process of how gas plants are located in communities – this will guide our future plans. The best interests of Ontarians and their communities are our number one priority.

After several weeks of discussions between the Ontario Power Authority and the owners of the plant, no agreement has been reached to stop construction and relocate.

The Ontario Power Authority has informed the corporation that it is taking the next step in this process and is not proceeding with its contract.

Ontario families and businesses need a reliable supply of clean power for our homes and businesses - we intend to honour our commitment to relocate the gas generation plant as quickly as possible.

---

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

**ontario.ca/energy-news**  
*Disponible en français*

Paul Gerard, Communications Branch, 416-327-7226  
[Paul.gerard@ontario.ca](mailto:Paul.gerard@ontario.ca)

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



## Cayley, Daniel (ENERGY)

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**From:** Calwell, Carolyn (ENERGY)  
**Sent:** November-17-11 11:39 AM  
**To:** Lindsay, David (ENERGY); Jennings, Rick (ENERGY); Silva, Joseph (ENERGY)  
**Cc:** Perun, Halyna N. (ENERGY)  
**Subject:** FW: Draft Agreement  
**Attachments:** DRAFT Construction Stoppage and Settlement Agreement.docx; image001.gif

gif attachment is image below

We received the attached draft Construction Stoppage and Settlement Agreement from the OPA last evening and understand that this draft has been sent to Greenfield.

This agreement would require Greenfield to:

- immediately cease construction of the plant and demobilize from site
- maintain the safety and security of the site
- seek to have its environmental approval and its generation license cancelled

The OPA would be required to:

- pay Greenfield its costs of ceasing construction and demobilizing and costs of maintaining safety and security of the site
- provide a letter of credit (amount to be determined) that Greenfield can draw upon if the OPA doesn't pay the costs in the bullet above

All of Greenfield's costs may be verified through documentation and audit.

The Keele Valley claims would be settled for \$10M to be paid from the OEFC to Eastern Power and the related litigation would be dismissed.

The Clean Energy Supply (ARCES) contract between Greenfield and the OPA would be suspended for the duration of this Construction Stoppage and Settlement Agreement. The parties agree to work together in good faith to negotiate the mutual termination of the ARCES agreement and negotiate a new contract for a facility at a different location.

All discussions in relation to this agreement and in relation to the ARCES contract are confidential. Greenfield and the OPA may make a public announcement that they have entered into an agreement that provides for the permanent end to construction, the revocation of environmental approvals and licenses and further negotiation to determine the resolution of the cancellation of the facility.

The agreement has a term of 60 days, which may be extended for an additional 60 days. When this agreement expires, the ARCES Contract is terminated and the OPA and Greenfield shall commence a dispute resolution process (that ultimately includes arbitration) to determine the compensation owed to Greenfield.

We haven't heard of Greenfield's response (if any). We will follow up with Mike Lyle.

Carolyn

---

**From:** Michael Lyle [mailto:Michael.Lyle@powerauthority.on.ca]  
**Sent:** November 16, 2011 5:34 PM  
**To:** Perun, Halyna N. (ENERGY); Calwell, Carolyn (ENERGY)  
**Subject:** Draft Agreement

This was sent to Greenfield late this afternoon.

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](mailto:michael.lyle@powerauthority.on.ca)

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**CONSTRUCTION STOPPAGE AND SETTLEMENT AGREEMENT**

This Construction Stoppage and Settlement Agreement (the “**Agreement**”) is dated as of the ● day of November, 2011 (the “**Effective Date**”) between Greenfield South Power Corporation (“**Greenfield**”), the Ontario Power Authority (the “**OPA**”) and Eastern Power Limited (“**Eastern Power**”). Greenfield, the OPA and Eastern Power are each referred to as a “**Party**” and collectively as the “**Parties**”.

**WHEREAS** the OPA and Greenfield executed a Clean Energy Supply Contract dated as of the 12<sup>th</sup> day of April, 2005 and amended and restated as of the 16<sup>th</sup> day of March, 2009 (the “**ARCES Contract**”);

**AND WHEREAS** in response to the local community’s concerns about the Greenfield South Generating Station, the Government committed to relocate the plant;

**AND WHEREAS** Greenfield has agreed to stop construction work on the Facility on the terms and conditions set forth in this Agreement;

**NOW THEREFORE**, in consideration of the mutual agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

**ARTICLE 1  
INTERPRETATION**

**1.1 Definitions**

In addition to the terms defined elsewhere herein, the following capitalized terms shall have the meanings stated below when used in this Agreement:

“**Business Day**” means a day, other than a Saturday or Sunday or statutory holiday in the Province of Ontario or any other day on which banking institutions in Toronto, Ontario are not open for the transaction of business.

“**Confidential Information**” means this Agreement, any prior drafts of this Agreement and correspondence related to this Agreement, any arbitration pursuant to this Agreement (including, without limitation, the proceedings, written materials and any decision) and all information that has been identified as confidential and which is furnished or disclosed by the Disclosing Party and its Representatives to the Receiving Party and its Representatives in connection with this Agreement, whether before or after its execution, including all new information derived at any time from any such confidential information, but excluding: (i) publicly-available information, unless made public by the Receiving Party or its Representatives in a manner not permitted by this Agreement; (ii) information already known to the Receiving Party prior to being furnished by the Disclosing Party; and (iii) information disclosed to the Receiving Party from a source other than the Disclosing Party or its Representatives, if such source is not subject to any agreement with the Disclosing Party prohibiting such disclosure to the Receiving Party; and (iv) information that is independently developed by the Receiving Party.

“**Contractor**” means any Person engaged to perform work on the Facility.

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**“Control”** means, with respect to any Person at any time, (i) holding, whether directly or indirectly, as owner or other beneficiary, other than solely as the beneficiary of an unrealized security interest, securities or ownership interests of that Person carrying votes or ownership interests sufficient to elect or appoint fifty percent (50%) or more of the individuals who are responsible for the supervision or management of that Person, or (ii) the exercise of *de facto* control of that Person, whether direct or indirect and whether through the ownership of securities or ownership interests, by contract or trust or otherwise.

**“Credit Facility”** means any loans, notes, bonds or debentures or other indebtedness, liabilities or obligations, for the financing of the Facility, which include a charge, mortgage, pledge, security interest, assignment, sublease, deed of trust or similar instrument with respect to all or any part of the Supplier’s Interest granted by the Supplier that is security for any indebtedness, liability or obligation of the Supplier, together with any amendment, change, supplement, restatement, extension, renewal or modification thereof.

**“Disclosing Party”**, with respect to Confidential Information, is the Party providing or disclosing such Confidential Information and may be the OPA, Greenfield or Eastern Power, as applicable.

**“Facility”** means the natural gas fuelled combined cycle generating facility being constructed at 2315 Loreland Avenue, Mississauga, ON, L4X 2A6, commonly known as Greenfield South Generating Station.

**“Government of Ontario”** means Her Majesty the Queen in right of Ontario.

**“Governmental Authority”** means any federal, provincial, or municipal government, parliament or legislature, or any regulatory authority, agency, tribunal, commission, board or department of any such government, parliament or legislature, or any court or other law, regulation or rule-making entity, having jurisdiction in the relevant circumstances, including the Independent Electricity System Operator, the Ontario Energy Board, the Electrical Safety Authority, and any Person acting under the authority of any Governmental Authority, but excluding the Ontario Power Authority.

**“Person”** means a natural person, firm, trust, partnership, limited partnership, company or corporation (with or without share capital), joint venture, sole proprietorship, Governmental Authority or other entity of any kind.

**“Receiving Party”**, with respect to Confidential Information, is the Party or Parties receiving Confidential Information and may be OPA, Greenfield and Eastern Power, as applicable.

**“Representatives”** means a Party’s directors, officers, employees, auditors, consultants (including economic and legal advisors), contractors and agents and those of its affiliates and, in the case of the OPA, shall include the Government of Ontario and any corporation owned or Controlled by the Government of Ontario, and their respective directors, officers, employees, auditors, consultants (including economic and legal advisors), contractors and agents.

**“Secured Lender”** has the meaning given to that term in the ARCES Contract.

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**“Secured Lender’s Security Agreement”** has the meaning given to that term in the ARCES Contract.

**“Site”** means the location of the Facility and includes any laydown lands in the vicinity of the Facility.

**“Supplier”** means any Person engaged to supply any materials, products, equipment, machinery, components or apparatus for the Facility.

**“Supplier’s Interest”** means the right, title and interest of Greenfield in or to the Facility and the ARCES Contract, or any benefit or advantage of any of the foregoing.

## **1.2 Exhibits**

The following Exhibits are attached to and form part of this Agreement:

|           |  |
|-----------|--|
| Exhibit A | Form of Irrevocable Standby Letter of Credit                 |
| Exhibit B | Full and Final Release                                       |
| Exhibit C | Copy of Environmental Compliance Approval number 2023-7HUMVW |
| Exhibit D | Copy of Electricity Generation Licence EG-2009-0023          |

## **1.3 Headings**

The inclusion of headings in this Agreement are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

## **1.4 Gender and Number**

In this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.

## **1.5 Currency**

Except where otherwise expressly provided, all amounts in this Agreement are stated, and shall be paid, in Canadian dollars and cents.

## **1.6 Entire Agreement**

This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement. There are no warranties, conditions, or representations (including any that may be implied by statute) and there are no agreements in connection with the subject matter of this Agreement except as specifically set forth or referred to in this Agreement. No reliance is placed on any warranty, representation, opinion, advice or assertion of fact made by a Party to this Agreement, or its directors, officers, employees or agents, to the other Party to this Agreement or its directors, officers, employees or agents, except to the extent that the same has been reduced to writing and included as a term of this Agreement.

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### **1.7 Waiver, Amendment**

Except as expressly provided in this Agreement, no amendment or waiver of any provision of this Agreement shall be binding unless executed in writing by the Party to be bound thereby. No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of any provision of this Agreement constitute a continuing waiver or operate as a waiver of, or estoppel with respect to, any subsequent failure to comply unless otherwise expressly provided.

### **1.8 Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

### **1.9 Preparation of Agreement**

Notwithstanding the fact that this Agreement was drafted by the OPA's legal and other professional advisors, the Parties acknowledge and agree that any doubt or ambiguity in the meaning, application or enforceability of any term or provision of this Agreement shall not be construed or interpreted against the OPA or in favour of Eastern Power or Greenfield when interpreting such term or provision, by virtue of such fact.

### **1.10 Severability of Clauses**

If, in any jurisdiction, any provision of this Agreement or its application to any Party or circumstance is restricted, prohibited or unenforceable, the provision shall, as to that jurisdiction, be ineffective only to the extent of the restriction, prohibition or unenforceability without invalidating the remaining provisions of this Agreement and without affecting its application to other Parties or circumstances.

### **1.11 Exclusion of Consequential Damages**

Notwithstanding anything contained herein to the contrary, no Party to this Agreement will be liable under this Agreement or under any cause of action relating to the subject matter of this Agreement for any special, indirect, incidental, punitive, exemplary or consequential damages, including loss of profits, loss of use of any property or claims of customers or contractors of the Parties for any such damages.

## **ARTICLE 2 COVENANTS**

### **2.1 Cessation of Construction**

- (a) Greenfield shall forthwith cease construction of the Facility and any part thereof and shall cause all of its Contractors to cease any work related to the Facility and fully demobilize from the Site, other than any activities that may be reasonably necessary in the circumstances to bring such work to a conclusion. Greenfield shall also cause all of its Suppliers to forthwith cease manufacturing any materials, products, equipment, machinery, components or apparatus to be incorporated into the Facility, other than the gas turbines, and shall not permit any

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materials, products, equipment, machinery, components or apparatus to be delivered to the Site during the term of this Agreement. For greater certainty, Greenfield shall not permit the delivery of the gas turbines to the Site.

- (b) Notwithstanding Section 2.1(a), Greenfield shall, or shall cause a Contractor to (i) maintain safety and security of the Site consistent with the standards to which safety and security of the Site was maintained prior to the Effective Date, (ii) fulfill all applicable obligations under the *Occupational Health and Safety Act* (Ontario), and (iii) maintain insurance coverage in accordance with Section 2.10 of the ARCES Contract.
- (c) Within thirty (30) days after the Effective Date,
  - (i) Greenfield shall apply for a review of Environmental Compliance Approval number 2023-7HUMVW (a copy of which is attached as Exhibit C) pursuant to section 20.4(1) of the *Environmental Protection Act* (Ontario) and request that such approval be revoked without the issuance of a new approval; and
  - (ii) Greenfield shall request in writing that Electricity Generation Licence EG-2009-0023 (a copy of which is attached as Exhibit D) be cancelled pursuant to section 77(5) of the *Ontario Energy Board Act, 1998*.

In both cases, to the extent permitted, Greenfield shall request that consideration of the application or request be expedited.

- (d) Greenfield shall not at any time reapply for an electricity generation licence or an environmental compliance approval for the Facility or for any other electricity generation facility at the Site.

## 2.2 Payment of Costs

- (a) The OPA shall, within 30 days after receipt of a detailed invoice from Greenfield, reimburse Greenfield for all reasonable, out-of-pocket costs (i) incurred by Greenfield in complying with its obligations set out in Section 2.1(a) and Section 2.1(b) and (ii) incurred by Greenfield for the construction of the Facility prior to the Effective Date and becoming due on or after the Effective Date, which have not been paid and are not the subject of an advance or a draw on any Credit Facility.
- (b) The Parties acknowledge that the OPA has, upon execution of this Agreement, provided to Greenfield, security for the performance of the OPA's obligation set out in Section 2.2(a) in an amount equal to \$[●] in the form attached as Exhibit A (the "**Cessation Costs Security**"). If the OPA fails to pay any undisputed amount when due in accordance with Section 2.2(a), Greenfield shall have the right to draw such unpaid amount from the Cessation Costs Security, provided that Greenfield provides the OPA with ten (10) Business Days' prior notice of its intent to draw on the Cessation Costs Security and at the end of such notice period such unpaid amount remains outstanding.

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### **2.3 Settlement of the Keele Valley Claims**

Upon execution of this Agreement, the OPA shall cause the Ontario Electricity Financial Corporation to pay to Eastern Power the sum of ten million dollars (\$10,000,000.00) and to execute the “Full and Final Mutual Release” attached as Exhibit B, and Eastern Power shall execute the “Full and Final Mutual Release” attached as Exhibit B. Eastern Power shall forthwith obtain an order dismissing the following proceedings on a without cost basis: (i) in the Ontario Superior Court, Court File No. 98-CV-152604, (ii) in the Court of Appeal for Ontario, Docket No. C49598, and (iii) Ontario Court of Justice (General Division) Court File No. RE7280/96.

### **2.4 ARCES Contract**

By entering into this Agreement, neither Greenfield nor the OPA waives any provision of the ARCES Contract, provided that the obligations of Greenfield and the OPA under the ARCES Contract shall be suspended during the term of this Agreement, except as otherwise set out herein. For greater certainty, the OPA and Greenfield agree that the ARCES Contract continues to be in full force and effect.

### **2.5 Credit Facilities**

- (a) Greenfield agrees to promptly seek the consent of any Secured Lenders to the entering into of this Agreement by the OPA and Greenfield. Greenfield and the OPA agree to negotiate in good faith any reasonable amendments to this Agreement requested by the Secured Lenders.
- (b) Upon the OPA’s request, Greenfield agrees to do all such acts and execute and deliver or cause to be done, executed or delivered all such further acts, deeds, documents, consents, assurances and things as may be required in order for the OPA to take an assignment of all of the rights, interests, obligations and benefits of all of the Secured Lenders under the applicable Credit Facilities and Secured Lender’s Security Agreements in exchange for the OPA paying to the Secured Lender all accrued and unpaid interest and any reasonable make whole payments or breakage fees (less any breakage benefits) which Greenfield is obliged to pay to the Secured Lenders pursuant to the Credit Facilities, together with the outstanding principal amount of the debt funded under the Credit Facilities. The OPA agrees that following any such assignment it shall not initiate any enforcement proceedings against Greenfield under the assigned Credit Facilities and Secured Lenders Security Agreements.
- (c) Following any assignment of the Credit Facilities and Secured Lender’s Security Agreements to the OPA, Greenfield agrees, upon the OPA’s request, to do all such further acts and execute and deliver or cause to be done, executed or delivered all such further acts, deeds, documents, consents, assurances and things as may be required in order for the OPA to assign the Credit Facilities and Secured Lender’s Security Agreements to the Government of Ontario or to any corporation owned or Controlled by the Government of Ontario.

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## **2.6 Good Faith Negotiations**

The OPA and Greenfield agree to work together in good faith to negotiate the definitive form of an agreement for the mutual termination of the ARCES Contract and to negotiate terms of a new contract for a facility in a different location.

## **ARTICLE 3 CONFIDENTIALITY, FIPPA AND PRIVILEGED COMMUNICATIONS**

### **3.1 Confidential Information**

From the Effective Date to and following the expiry of the term, the Receiving Party shall keep confidential and secure and not disclose Confidential Information, except as follows:

- (a) The Receiving Party may disclose Confidential Information to its Representatives for the purpose of assisting the Receiving Party in complying with its obligations under this Agreement. On each copy made by the Receiving Party, the Receiving Party must reproduce all notices which appear on the original. The Receiving Party shall inform its Representatives of the confidentiality of Confidential Information and shall be responsible for any breach of this Article 3 by any of its Representatives.
- (b) If the Receiving Party or any of its Representatives are requested or required (by oral question, interrogatories, requests for information or documents, court order, civil investigative demand, or similar process) to disclose any Confidential Information in connection with litigation or any regulatory proceeding or investigation, or pursuant to any applicable law, order, regulation or ruling, the Receiving Party shall promptly notify the Disclosing Party. Unless the Disclosing Party obtains a protective order, the Receiving Party and its Representatives may disclose such portion of the Confidential Information to the Party seeking disclosure as is required by law or regulation in accordance with Section 3.2.

### **3.2 Notice Preceding Compelled Disclosure**

If the Receiving Party or any of its Representatives are requested or required to disclose any Confidential Information, the Receiving Party shall promptly notify the Disclosing Party of such request or requirement so that the Disclosing Party may seek an appropriate protective order or waive compliance with this Agreement. If, in the absence of a protective order or the receipt of a waiver hereunder, the Receiving Party or its Representatives are compelled to disclose the Confidential Information, the Receiving Party and its Representatives may disclose only such of the Confidential Information to the Party compelling disclosure as is required by law only to such Person or Persons to which the Receiving Party is legally compelled to disclose and, in connection with such compelled disclosure, the Receiving Party and its Representatives shall provide notice to each such recipient (in co-operation with legal counsel for the Disclosing Party) that such Confidential Information is confidential and subject to non-disclosure on terms and conditions equal to those contained in this Agreement and, if possible, shall obtain each recipient's written agreement to receive and use such Confidential Information subject to those terms and conditions.

Draft

### 3.3 Return of Information

Upon written request by the Disclosing Party, Confidential Information provided by the Disclosing Party in printed paper format or electronic format will be returned to the Disclosing Party and Confidential Information transmitted by the Disclosing Party in electronic format will be deleted from the emails and directories of the Receiving Party's and its Representatives' computers; provided, however, any Confidential Information (i) found in drafts, notes, studies and other documents prepared by or for the Receiving Party or its Representatives, or (ii) found in electronic format as part of the Receiving Party's off-site or on-site data storage/archival process system, will be held by the Receiving Party and kept subject to the terms of this Agreement or destroyed at the Receiving Party's option. Notwithstanding the foregoing, a Receiving Party shall be entitled to make at its own expense and retain one copy of any Confidential Information materials it receives for the limited purpose of discharging any obligation it may have under laws and regulations, and shall keep such retained copy subject to the terms of this Article 3.

### 3.4 FIPPA Records and Compliance

The Parties acknowledge and agree that the OPA is subject to the *Freedom of Information and Protection of Privacy Act* (Ontario) ("FIPPA") and that FIPPA applies to and governs all Confidential Information in the custody or control of the OPA ("FIPPA Records") and may, subject to FIPPA, require the disclosure of such FIPPA Records to third parties. Greenfield and Eastern Power agree to provide a copy of any FIPPA Records that it previously provided to the OPA if Greenfield or Eastern Power, as applicable, continues to possess such FIPPA Records in a deliverable form at the time of the OPA's request. If Greenfield or Eastern Power, as applicable, does possess such FIPPA Records in a deliverable form, it shall provide the same within a reasonable time after being directed to do so by the OPA. The provisions of this section shall survive any termination or expiry of this Agreement and shall prevail over any inconsistent provisions in this Agreement.

### 3.5 Privileged Communications

- (a) The Parties agree that all discussions, communications and correspondence between the Parties or their Representatives from and after the date of this Agreement, whether oral or written, and whether Confidential Information or not, in connection with the termination of the ARCES Contract or otherwise relating to any differences between the Parties respecting the ARCES Contract or relating to other projects or potential opportunities being discussed between the Parties are without prejudice and privileged.
- (b) Notwithstanding Section 3.5(a), nothing in this Agreement shall prevent Greenfield and the OPA from communicating with one another on a without prejudice basis at any point in time by designating its communication, whether oral or written, as a "without prejudice" communication, provided that such "without prejudice" communication does not include or refer, either directly or indirectly, to any without prejudice and privileged discussions, communications and correspondence.

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## **ARTICLE 4 TERM AND EXPIRY**

### **4.1 Term and Expiry**

- (a) This Agreement shall be effective from the Effective Date for a period of 60 days, provided that the term may be extended once by an additional period of 60 days by either the OPA or Greenfield providing the other Parties with written notice no less than five (5) Business Days prior to the expiry of the original term.
- (b) Upon expiry of this Agreement, following any extension exercised in accordance with Section 4.1(a):
  - (i) the ARCES Contract shall be terminated and Greenfield and the OPA shall commence dispute resolution pursuant to Article 6 to determine the amount owed by the OPA to Greenfield, which amount shall be determined as though the termination of the ARCES Contract was a termination by Greenfield pursuant to Section 10.4(a)(i) of the ARCES Contract;
  - (ii) Greenfield shall promptly return any undrawn portion of the Cessation Costs Security to the OPA; and
  - (iii) subject to Section 7.10, no Party shall have any further obligations hereunder.

## **ARTICLE 5 NOTICES**

### **5.1 Notices**

- (a) All notices pertaining to this Agreement shall be in writing and shall be addressed as follows:

If to Greenfield:      Greenfield South Power Corporation  
2275 Lakeshore Blvd. West  
Suite 400  
Toronto, Ontario M8V 3Y3

Attention:      Greg Vogt, President  
Facsimile:      (416) 234-8336

and to:      McMillan LLP  
Brookfield Place  
181 Bay Street, Suite 2500  
Toronto, Ontario M5J 2T7

Attention:      Carl DeVuono  
Facsimile:      (416) 304-3755

Draft



If to Eastern Power: Eastern Power Limited  
2275 Lakeshore Blvd. West  
Suite 400  
Toronto, Ontario M8V 3Y3

Attention: Greg Vogt, President  
Facsimile: (416) 234-8336

and to: McMillan LLP  
Brookfield Place  
181 Bay Street, Suite 2500  
Toronto, Ontario M5J 2T7

Attention: Carl DeVuono  
Facsimile: (416) 304-3755

If to the OPA: Ontario Power Authority  
120 Adelaide Street West  
Suite 1600  
Toronto, Ontario  
M5H 1T1

Attention: Michael Lyle, General Counsel  
Facsimile: (416) 969-6071

Either Party may, by written notice to the other Parties, change the address to which notices are to be sent.

- (b) Notices shall be delivered or transmitted by facsimile, by hand, or by courier, and shall be considered to have been received by the other Party on the date of delivery if delivered prior to 5:00 p.m. (Toronto time) on a Business Day and otherwise on the next following Business Day, provided that any notice given pursuant to Section 2.2(b) shall be sent by facsimile and by courier.

## ARTICLE 6 DISPUTE RESOLUTION

### 6.1 Informal Dispute Resolution

If any Party considers that a dispute has arisen under or in connection with this Agreement that the Parties cannot resolve, then such Party may deliver a notice to the affected Party or Parties describing the nature and the particulars of such dispute. Within ten (10) Business Days following delivery of such notice to the affected Party or Parties, a senior executive (Senior Vice-President or higher) from each affected Party shall meet, either in person or by telephone (the “**Senior Conference**”), to attempt to resolve the dispute. Each senior executive shall be prepared to propose a solution to the dispute. If, following the Senior Conference, the dispute is not resolved, the dispute shall be settled by arbitration pursuant to Section 6.2.

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## **6.2 Arbitration**

Any matter in issue between the Parties as to their rights under this Agreement shall be decided by arbitration pursuant to this Section 6.2, provided, however, that the Parties have first completed a Senior Conference pursuant to Section 6.1. Any dispute to be decided in accordance with this Section 6.2 will be decided by a single arbitrator appointed by the Parties or, if such Parties fail to appoint an arbitrator within fifteen (15) days following the reference of the dispute to arbitration, upon the application of any of the Parties, the arbitrator shall be appointed by a Judge of the Superior Court of Justice (Ontario) sitting in the Judicial District of Toronto Region. The arbitrator shall not have any current or past business or financial relationships with any Party (except prior arbitration). The arbitrator shall provide each of the Parties an opportunity to be heard and shall conduct the arbitration hearing in accordance with the provisions of the *Arbitration Act, 1991* (Ontario). Unless otherwise agreed by the Parties, the arbitrator shall render a decision within ninety (90) days after the end of the arbitration hearing and shall notify the Parties in writing of such decision and the reasons therefor. The arbitrator shall be authorized only to interpret and apply the provisions of this Agreement and shall have no power to modify or change this Agreement in any manner. The decision of the arbitrator shall be conclusive, final and binding upon the Parties. The decision of the arbitrator may be appealed solely on the grounds that the conduct of the arbitrator, or the decision itself, violated the provisions of the *Arbitration Act, 1991* (Ontario) or solely on a question of law as provided for in the *Arbitration Act, 1991* (Ontario). The *Arbitration Act, 1991* (Ontario) shall govern the procedures to apply in the enforcement of any award made. If it is necessary to enforce such award, all costs of enforcement shall be payable and paid by the Party against whom such award is enforced. Unless otherwise provided in the arbitral award to the contrary, each Party shall bear (and be solely responsible for) its own costs incurred during the arbitration process, and each Party shall bear (and be solely responsible for) its equal share of the costs of the arbitrator. Each Party shall be otherwise responsible for its own costs incurred during the arbitration process.

## **ARTICLE 7 MISCELLANEOUS**

### **7.1 Default**

- (a) If the OPA fails to perform any material covenant or obligation set forth in this Agreement and such failure is not remedied within five (5) Business Days after written notice of such failure from Greenfield, such failure shall constitute a “Buyer Event of Default” under the ARCES Contract and shall entitle Greenfield to exercise any remedies thereunder in connection with such default.
- (b) If Greenfield fails to perform any material covenant or obligation set forth in this Agreement and such failure is not remedied within five (5) Business Days after written notice of such failure from the OPA, such failure shall constitute a “Supplier Event of Default” under the ARCES Contract and shall entitle the OPA to exercise any remedies thereunder in connection with such default.

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## 7.2 Injunctive and Other Relief

Greenfield acknowledges that a breach of this Agreement by Greenfield, including, without limitation, Section 2.1, Article 3, or any attempt to draw on the Cessation Costs Security not in accordance with this Agreement shall cause irreparable harm to the OPA, and that the injury to the OPA shall be difficult to calculate and inadequately compensable in damages. Greenfield agrees that the OPA is entitled to obtain injunctive relief (without proving any damage sustained by it) or any other remedy against any actual or potential breach of the provisions of this Agreement by Greenfield.

## 7.3 Record Retention; Audit Rights

Greenfield shall keep complete and accurate records and all other data required for the purpose of proper administration of this Agreement. All such records shall be maintained as required by laws and regulations but for no less than for seven (7) years after the creation of the record or data. Greenfield, on a confidential basis as provided for in Article 3 of this Agreement, shall provide reasonable access to the relevant and appropriate financial and operating records and data kept by it relating to this Agreement reasonably required for the OPA to (i) comply with its obligations to Governmental Authorities, (ii) verify or audit billings or to verify or audit information provided in accordance with this Agreement, and (iii) perform any due diligence regarding the Credit Facilities required by the OPA to determine whether to exercise its rights set out in Section **Error! Reference source not found..** The OPA may use its own employees for purposes of any such review of records provided that those employees are bound by the confidentiality requirements provided for in Article 3. Alternatively, the OPA may at its own expense appoint an auditor to conduct its review.

## 7.4 Inspection of Site

- (a) The OPA and its authorized agents and Representatives shall, at all times upon two (2) Business Days' prior notice, at any time after execution of this Agreement, have access to the Site and every part thereof during regular business hours and Greenfield shall, and shall cause all personnel at the Site to furnish the OPA with all reasonable assistance in inspecting the Site for the purpose of ascertaining compliance with this Agreement; provided that such access and assistance shall be carried out in accordance with and subject to the reasonable safety and security requirements of Greenfield.
- (b) The inspection of the Site by or on behalf of the OPA shall not relieve Greenfield of any of its obligations to comply with the terms of this Agreement. In no event will any inspection by the OPA hereunder be a representation that there has been or will be compliance with this Agreement and laws and regulations.

## 7.5 Inspection Not Waiver

Failure by OPA to inspect the Site or any part thereof under Section 7.4, or to exercise its audit rights under Section 7.3, shall not constitute a waiver of any of the rights of the OPA hereunder. An inspection or audit not followed by a notice of a default by Greenfield shall not constitute or be deemed to constitute a waiver of any such default, nor shall it constitute or be deemed to

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constitute an acknowledgement that there has been or will be compliance by Greenfield with this Agreement.

## **7.6 No Publicity**

No Party shall make any public statement or announcement regarding the existence or contents of this Agreement without, in the case of the OPA, the prior written consent of Greenfield, and in the case of Greenfield or Eastern Power, the prior written consent of the OPA. Notwithstanding the foregoing and Article 3, following execution of this Agreement, the OPA and its Representatives shall be permitted to make a public announcement that an agreement has been entered into between the OPA and Greenfield which provides for (i) the permanent cessation of work on the Facility, (ii) the rescission or revocation of the permits set out in Section 2.1(c), and (iii) further negotiations between the OPA and Greenfield to determine the ultimate resolution of the cancellation of the Facility, failing which, the ultimate resolution will be determined through binding arbitration. **[NTD: This clause remains subject to further revision as the OPA has not yet finalized this language.]**

## **7.7 Business Relationship**

Each Party shall be solely liable for the payment of all wages, taxes, and other costs related to the employment by such Party of Persons who perform this Agreement, including all federal, provincial, and local income, social insurance, health, payroll and employment taxes and statutorily-mandated workers' compensation coverage. None of the Persons employed by any of the Parties shall be considered employees of any other Party for any purpose. Nothing in this Agreement shall create or be deemed to create a relationship of partners, joint venturers, fiduciary, principal and agent or any other relationship between the Parties.

## **7.8 Binding Agreement**

Except as otherwise set out in this Agreement, this Agreement shall not confer upon any other Person, except the Parties and their respective successors and permitted assigns, any rights, interests, obligations or remedies under this Agreement. This Agreement and all of the provisions of this Agreement shall be binding upon and shall enure to the benefit of the Parties and their respective successors and permitted assigns.

## **7.9 Assignment**

- (a) Neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned by either Greenfield or Eastern Power, without the prior written consent of the OPA, which consent shall not be unreasonably withheld. Subject to Section 7.9(b), neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned by the OPA, without the prior written consent of Greenfield, which consent shall not be unreasonably withheld.
- (b) The OPA shall have the right to assign this Agreement and all benefits and obligations hereunder without the consent of Greenfield or Eastern Power to the Government of Ontario or any corporation owned or Controlled by the Government of Ontario which assumes all of the obligations and liability of the

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Ontario Power Authority under this Agreement and agrees to be novated into this Agreement in the place and stead of the OPA, provided that the assignee agrees in writing to assume and be bound by the terms and conditions of this Agreement, whereupon, the OPA shall be relieved of all obligations and liability arising pursuant to this Agreement.

#### **7.10 Survival**

The provisions of Section 2.1, Article 3, Section 4.1(b) and Article 6, shall survive the expiration of the term.

#### **7.11 Counterparts**

This Agreement may be executed in two or more counterparts, and all such counterparts shall together constitute one and the same Agreement. It shall not be necessary in making proof of the contents of this Agreement to produce or account for more than one such counterpart. Any Party may deliver an executed copy of this Agreement by facsimile or electronic mail but such Party shall, within ten (10) Business Days of such delivery by facsimile or electronic mail, promptly deliver to the other Party an originally executed copy of this Agreement.

#### **7.12 Time of Essence**

Time is of the essence in the performance of the Parties' respective obligations under this Agreement.

#### **7.13 Further Assurances**

Each of the Parties shall, from time to time on written request of the other Party, do all such further acts and execute and deliver or cause to be done, executed or delivered all such further acts, deeds, documents, assurances and things as may be required, acting reasonably, in order to fully perform and to more effectively implement and carry out the terms of this Agreement.

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IN WITNESS WHEREOF, and intending to be legally bound, the Parties have executed this Agreement by the undersigned duly authorized representatives as of the date first stated above.

**GREENFIELD SOUTH POWER  
CORPORATION**

By: \_\_\_\_\_  
Name: Gregory M. Vogt  
Title: President

I have authority to bind the corporation

**ONTARIO POWER AUTHORITY**

By: \_\_\_\_\_  
Name: Colin Andersen  
Title: Chief Executive Officer

I have authority to bind the corporation.

**EASTERN POWER LIMITED**

By: \_\_\_\_\_  
Name: Gregory M. Vogt  
Title: President

I have authority to bind the corporation

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**EXHIBIT A**  
**FORM OF IRREVOCABLE STANDBY LETTER OF CREDIT**

DATE OF ISSUE: ●

APPLICANT: Ontario Power Authority

BENEFICIARY: Greenfield South Power Corporation

AMOUNT: ●

EXPIRY DATE: ●

EXPIRY PLACE: Counters of the issuing financial institution in Toronto, Ontario

CREDIT RATING: **[Insert credit rating only if the issuer is not a financial institution listed in either Schedule I or II of the Bank Act]**

TYPE: Irrevocable Standby Letter of Credit

NUMBER:

We hereby authorize you to draw on **[insert name of financial institution and financial institution's address in Toronto, Ontario]** in respect of irrevocable standby letter of credit No. \_\_\_\_\_ (the "**Credit**"), for the account of the Applicant up to an aggregate amount of \$● (● Canadian dollars) available by your draft at sight, accompanied by:

1. A certificate signed by an officer of the Beneficiary stating that:  
  
"The Ontario Power Authority is in breach of its obligation set out in Section 2.2(a) of the Construction Stoppage and Settlement Agreement between the Beneficiary and the Applicant, and therefore the Beneficiary is entitled to draw upon the Credit in the amount of the draft attached hereto."; and
2. A certified true copy of a letter sent by the Beneficiary to the Applicant, by facsimile to 416-969-6071 and by courier to the attention of Michael Lyle, General Counsel, 120 Adelaide Street West, Suite 1600, Toronto ON M5H 1T1, notifying the Applicant that the Beneficiary intends to draw on this Credit, together with a copy of the facsimile confirmation and courier receipt evidencing that the letter was received by the Beneficiary no less than ten (10) business days prior to the date of the draw.

Drafts drawn hereunder must bear the clause "Drawn under irrevocable Standby Letter of Credit No. **[insert number]** issued by **[the financial institution]** dated **[insert date]**".

Partial drawings are permitted.

This Credit is issued in connection with the Construction Stoppage and Settlement Agreement dated as of the ● day of November, 2011 between the Beneficiary and the Applicant.

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We agree with you that all drafts drawn under, and in compliance with the terms of this Credit will be duly honoured, if presented at the counters of **[insert the financial institution and financial institution's address, which must be located in Toronto, Ontario]** at or before 5:00 pm (EST) on **[insert the expiry date]**.

This irrevocable standby letter of credit is subject to the International Standby Practices ISP 98, International Chamber of Commerce publication No. 590 and, as to matters not addressed by the ISP 98, shall be governed by the laws of the Province of Ontario and applicable Canadian federal law, and the parties hereby irrevocably agree to attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario.

– END –

**[Insert name of Financial Institution]**

By: \_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_

Draft

**EXHIBIT B**  
**FULL AND FINAL MUTUAL RELEASE**

1. In consideration of the payment of the sum of TEN MILLION DOLLARS (\$10,000,000.00) to Eastern Power Limited, the covenants contained in this Full and Final Mutual Release, and other consideration, the receipt and sufficiency of which is hereby acknowledged,

**EASTERN POWER LIMITED (“Eastern Power”)**

hereby releases and discharges

**ONTARIO ELECTRICITY FINANCIAL CORPORATION (“OEFC”), and**

each of its affiliated corporations, trusts, partnerships and other entities, and each of the respective past, present and future directors, trustees, officers, employees and agents of **OEFC** or any such affiliate (collectively the “**Additional OEFC Releasees**”)

and

**OEFC**

hereby releases and discharges

**Eastern Power, and**

each of its affiliated corporations, trusts, partnerships and other entities, and each of the respective past, present and future directors, trustees, officers, employees and agents of **Eastern Power** or any such affiliate (collectively the “**Additional Eastern Power Releasees**”)

of and from all claims and demands whatsoever, presently known or unknown, which **Eastern Power** or **OEFC**, as the case may be, ever had, now has or may hereafter have, arising from or in connection with or in consequence of any cause, matter or thing existing up to the date of this Full and Final Mutual Release, including, without limiting the generality of the foregoing, all claims and demands arising from or in connection with a power purchase agreement between **Eastern Power** and **OEFC** for the purchase of electricity generated from **Eastern Power’s** site in the Keele Valley including all claims and demands which are or could have been asserted in a proceeding in the Ontario Superior Court bearing Court File No. 98-CV-152604 and a proceeding in the Court of Appeal for Ontario bearing Docket No. C49598. [NTD: There is another court proceeding between Eastern and the OEFC to be added.]

2. And for the said consideration,
- (a) **Eastern Power** further covenants and agrees that it will not take or continue, and will not permit any entity which it now or hereafter controls to take or continue, proceedings of any kind against any person who might claim contribution, indemnity or other relief over against **OEFC** or any of the **Additional OEFC**

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**Releasees** in respect of any matter falling within the scope of the matters described in paragraph 1. **Eastern Power** agrees that this Full and Final Mutual Release constitutes sufficient grounds to enjoin the taking or continuation of any such proceedings. **Eastern Power** further agrees to indemnify **OEFC** and the **Additional OEFC Releasees** against any loss or damages, including legal fees on a full indemnity basis, incurred by any of them in consequence of proceedings taken or continued in breach of this covenant; and

- (b) **OEFC** further covenants and agrees that it will not take or continue, and will not permit any entity which it now or hereafter controls to take or continue, proceedings of any kind against any person who might claim contribution, indemnity or other relief over against **Eastern Power** or any of the **Additional Eastern Power Releasees** in respect of any matter falling within the scope of the matters described in paragraph 1. **OEFC** agrees that this Full and Final Mutual Release constitutes sufficient grounds to enjoin the taking or continuation of any such proceedings. **OEFC** further agrees to indemnify **Eastern Power** and the **Additional Eastern Power Releasees** against any loss or damages, including legal fees on a full indemnity basis, incurred by any of them in consequence of proceedings taken or continued in breach of this covenant.
3. Each of **Eastern Power** and **OEFC** represents and warrants to the other that it has not assigned or otherwise disposed of any of the claims or demands which are the subject of this Full and Final Mutual Release.
4. (a) **Eastern Power** agrees that the **Additional OEFC Releasees** are third-party beneficiaries of this Full and Final Mutual Release and that it intends to confer a benefit upon each of them which is enforceable by each of them.
- (b) **OEFC** agrees that the **Additional Eastern Power Releasees** are third-party beneficiaries of this Full and Final Mutual Release and that it intends to confer a benefit upon each of them which is enforceable by each of them.
5. **Eastern Power** and **OEFC** agree that neither of them, and none of the **Additional Eastern Power Releasees** or the **Additional OEFC Releasees**, admit liability in respect of the matters which are the subject of this Full and Final Mutual Release, and that such liability is expressly denied by each of them.
6. **Eastern Power** and **OEFC** undertake and agree to maintain confidential both the fact of the settlement, in connection with which this Full and Final Mutual Release is delivered, and the terms of such settlement, except to the extent that disclosure is required by law, provided that they may disclose the settlement and its terms to their respective professional advisers for the purpose of receiving their professional advice.
7. This Full and Final Mutual Release shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein. **Eastern Power** and **OEFC** attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario in respect of any dispute arising from or in connection with or in consequence of this Full and Final Mutual Release.

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8. Each of **Eastern Power** and **OEFC** acknowledges and agrees that it fully understands the terms of this Full and Final Mutual Release and has delivered same voluntarily, after receiving independent legal advice, for the purpose of making full and final compromise and settlement of the claims and demands which are the subject of this Full and Final Mutual Release.
9. This Full and Final Mutual Release may be executed in any number of counterparts with the same effect as if all parties had executed the same document. All counterparts shall be construed together and shall constitute one and the same Full and Final Mutual Release. Each counterpart of this Full and Final Mutual Release may be executed in either original or faxed form.

Executed as of \_\_\_\_\_, 2011.

**EASTERN POWER LIMITED**

Per:

---

I have authority to bind the corporation

Name:

Title:

**ONTARIO ELECTRICITY FINANCIAL  
CORPORATION**

Per:

---

I have authority to bind the corporation

Name:

Title:

Draft

**EXHIBIT C**  
**COPY OF ENVIRONMENTAL COMPLIANCE APPROVAL NUMBER 2023-7HUMVW**

Draft

**EXHIBIT D**  
**COPY OF ELECTRICITY GENERATION LICENCE EG-2009-0023**

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## Cayley, Daniel (ENERGY)

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**From:** Kovesfalvi, Sylvia (ENERGY)  
**Sent:** November-17-11 11:40 AM  
**To:** Calwell, Carolyn (ENERGY); Perun, Halyna N. (ENERGY)  
**Subject:** OPA Statements

**Importance:** High

Hi – MO is asking whether OPA will continue to work with Greenfield to find a new location, even contract does not proceed. Our QA says discussions will continue ... can you confirm? Thanks.

---

**From:** Botond, Erika (ENERGY)  
**Sent:** November 17, 2011 11:36 AM  
**To:** Nutter, George (ENERGY); Kovesfalvi, Sylvia (ENERGY); Dunn, Ryan (ENERGY); Kett, Jennifer (ENERGY)  
**Cc:** Kulendran, Jesse (ENERGY); Gemmiti, Paola (ENERGY)  
**Subject:** Re: OPA Statements

Ok. I'm still not clear on if discussions will continue.

---

**From:** Nutter, George (ENERGY)  
**To:** Botond, Erika (ENERGY); Kovesfalvi, Sylvia (ENERGY); Dunn, Ryan (ENERGY); Kett, Jennifer (ENERGY)  
**Cc:** Kulendran, Jesse (ENERGY); Gemmiti, Paola (ENERGY)  
**Sent:** Thu Nov 17 11:34:54 2011  
**Subject:** Re: OPA Statements

Suggest that OPA drop the phrase "with the government". There is no value to that specificity.

-----  
George Nutter  
Manager, Energy Communications  
Communications Branch  
Ministry of Energy &  
Ministry of Infrastructure  
416-326-9602 Queen's Park  
647-220-1183 Mobile

Sent from my BlackBerry® wireless device

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**From:** Botond, Erika (ENERGY)  
**To:** Kovesfalvi, Sylvia (ENERGY); Dunn, Ryan (ENERGY); Kett, Jennifer (ENERGY)  
**Cc:** Kulendran, Jesse (ENERGY); Nutter, George (ENERGY); Gemmiti, Paola (ENERGY)  
**Sent:** Thu Nov 17 11:32:42 2011  
**Subject:** Re: OPA Statements

To be clear - with the contract cxl'd - does that mean the opa will not work with greenfield to find a new location for sure? I thought that discussions would continue - this is just the next step to ensure ratepayers are protected. This reads now like it's back over to the gov't to make a decision on location ...

---

**From:** Kovesfalvi, Sylvia (ENERGY)  
**To:** Botond, Erika (ENERGY); Dunn, Ryan (ENERGY); Kett, Jennifer (ENERGY)  
**Cc:** Kulendran, Jesse (ENERGY); Nutter, George (ENERGY); Gemmiti, Paola (ENERGY)

**Sent:** Thu Nov 17 11:18:06 2011

**Subject:** OPA Statements

Hi all – Below are the latest versions of OPA statements I have – Jesse do you have anything more recent?

**OPA DRAFT- 15 NOV 2011 -2:00 pm - OPA NOT PROCEEDING WITH CONTRACT FOR MISSISSAUGA POWER PLANT**

TORONTO, November 16, 2011- The Ontario Power Authority announced today, that despite best efforts to work with Greenfield South Power Corporation, is not proceeding with the contract for Greenfield's Mississauga power plant..

After several weeks of discussions it has become clear that Greenfield South has no intent to consider relocation and continues construction. In light of this, the company has been notified that OPA is not proceeding with the contract. Greenfield is financially liable for any further investments in the project.

The OPA will continue to work with the government to identify another site for the gas plant based on local generation needs and transmission and distribution support to ensure a long-term reliable supply of electricity.

**OPA Statement – 16 NOV 2011 - In the event construction stops/negotiations continue (which I understand is now off the table):**

OPA has reached an agreement with Greenfield Power Corporation to immediately stop construction of Greenfield's power plant in Mississauga. OPA and Greenfield are now negotiating an agreement to relocate the plant. OPA will not make any further comments while the negotiations are underway.



## Fisher, Petra (ENERGY)

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**From:** Kovesfalvi, Sylvia (ENERGY)  
**Sent:** November-17-11 11:41 AM  
**To:** Botond, Erika (ENERGY); Nutter, George (ENERGY); Dunn, Ryan (ENERGY); Kett, Jennifer (ENERGY)  
**Cc:** Kulendran, Jesse (ENERGY); Gemmiti, Paola (ENERGY)  
**Subject:** RE: OPA Statements

Our QA says discussions will continue with Greenfield about relocating even if contract is terminated... I've got a call in to Legal to confirm this is still the case.

---

**From:** Botond, Erika (ENERGY)  
**Sent:** November 17, 2011 11:36 AM  
**To:** Nutter, George (ENERGY); Kovesfalvi, Sylvia (ENERGY); Dunn, Ryan (ENERGY); Kett, Jennifer (ENERGY)  
**Cc:** Kulendran, Jesse (ENERGY); Gemmiti, Paola (ENERGY)  
**Subject:** Re: OPA Statements

Ok. I'm still not clear on if discussions will continue.

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**From:** Nutter, George (ENERGY)  
**To:** Botond, Erika (ENERGY); Kovesfalvi, Sylvia (ENERGY); Dunn, Ryan (ENERGY); Kett, Jennifer (ENERGY)  
**Cc:** Kulendran, Jesse (ENERGY); Gemmiti, Paola (ENERGY)  
**Sent:** Thu Nov 17 11:34:54 2011  
**Subject:** Re: OPA Statements

Suggest that OPA drop the phrase "with the government". There is no value to that specificity.

-----  
George Nutter  
Manager, Energy Communications  
Communications Branch  
Ministry of Energy &  
Ministry of Infrastructure  
416-326-9602 Queen's Park  
647-220-1183 Mobile

Sent from my BlackBerry® wireless device

---

**From:** Botond, Erika (ENERGY)  
**To:** Kovesfalvi, Sylvia (ENERGY); Dunn, Ryan (ENERGY); Kett, Jennifer (ENERGY)  
**Cc:** Kulendran, Jesse (ENERGY); Nutter, George (ENERGY); Gemmiti, Paola (ENERGY)  
**Sent:** Thu Nov 17 11:32:42 2011  
**Subject:** Re: OPA Statements

To be clear - with the contract cxl'd - does that mean the opa will not work with greenfield to find a new location for sure? I thought that discussions would continue - this is just the next step to ensure ratepayers are protected. This reads now like it's back over to the gov't to make a decision on location ...

---

**From:** Kovesfalvi, Sylvia (ENERGY)  
**To:** Botond, Erika (ENERGY); Dunn, Ryan (ENERGY); Kett, Jennifer (ENERGY)  
**Cc:** Kulendran, Jesse (ENERGY); Nutter, George (ENERGY); Gemmiti, Paola (ENERGY)

**Sent:** Thu Nov 17 11:18:06 2011

**Subject:** OPA Statements

Hi all – Below are the latest versions of OPA statements I have – Jesse do you have anything more recent?

**OPA DRAFT- 15 NOV 2011 -2:00 pm - OPA NOT PROCEEDING WITH CONTRACT FOR MISSISSAUGA POWER PLANT**

TORONTO, November 16, 2011- The Ontario Power Authority announced today, that despite best efforts to work with Greenfield South Power Corporation, is not proceeding with the contract for Greenfield's Mississauga power plant..

After several weeks of discussions it has become clear that Greenfield South has no intent to consider relocation and continues construction. In light of this, the company has been notified that OPA is not proceeding with the contract. Greenfield is financially liable for any further investments in the project.

The OPA will continue to work with the government to identify another site for the gas plant based on local generation needs and transmission and distribution support to ensure a long-term reliable supply of electricity.

**OPA Statement – 16 NOV 2011 - In the event construction stops/negotiations continue (which I understand is now off the table):**

OPA has reached an agreement with Greenfield Power Corporation to immediately stop construction of Greenfield's power plant in Mississauga. OPA and Greenfield are now negotiating an agreement to relocate the plant. OPA will not make any further comments while the negotiations are underway.

## Cayley, Daniel (ENERGY)

---

**From:** Kovesfalvi, Sylvia (ENERGY)  
**Sent:** November-17-11 11:43 AM  
**To:** King, Ryan (ENERGY); Calwell, Carolyn (ENERGY)  
**Cc:** Perun, Halyna N. (ENERGY); Nutter, George (ENERGY)  
**Subject:** URGENT - MO QA review  
**Attachments:** Greenfield Q's and A's Updated - MO copy RDEB edits skedits Nov16 - 6PM.doc

Hi –

Attached are MO's changes to their QA. Can you review and provide your comments asap?

Thanks very much. (Most of the changes remain consistent with the material in our master deck. The "as quickly as possible" after relocating that Rick suggested be deleted, is back in.

It appears the "what if construction stops/negotiations continue" scenario is off the table – so no need to follow up with me on that Carolyn (I'll delete from master document).

---

**From:** Botond, Erika (ENERGY)  
**Sent:** November 17, 2011 11:00 AM  
**To:** Kovesfalvi, Sylvia (ENERGY); Kett, Jennifer (ENERGY); Dunn, Ryan (ENERGY); Kulendran, Jesse (ENERGY); Sharkawi, Rula (ENERGY); Gemmiti, Paola (ENERGY)  
**Subject:** Update on tomorrow  
**Importance:** High

Hi folks – attached are the updated Qs and As. Please send to fact check.

This version does not include the "what if construction stops" scenario and does not need to.

Plan as it stands is tomorrow morning:

9:00 AM – second letter goes  
9:30 AM – OPA statement goes  
10:00 AM – Minister's statement goes out  
10:15 AM – minister avail at QP

Can we see the latest version of the OPA statement.

Jesse – can we set up a quick call with Kristin to touch base about next steps and the plan for tomorrow.

Thx,  
Erika



## MISSISSAUGA UPDATE

### DRAFT

Nov 17 16:55, 2011 (10:30 AM pm)

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## KEY MESSAGES

### If Greenfield agrees to stop construction while negotiations proceed

- The OPA continues to negotiate with Greenfield South.
- While negotiations continue, Greenfield South has agreed to stop construction immediately.
- We are pleased with this progress and look forward to a satisfactory resolution.
- The government will continue to ensure that the best interests of Ontario's communities and ratepayers remain the primary priority.

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### If contract does not proceed

- We made a specific commitment to residents in Mississauga and Etobicoke to relocate the gas generating plant currently under construction.
- We listened to local concerns from all residents, taking into consideration the changes in the area, including residential development since the plant was proposed.
- We heard that our current process to locate gas plants needed to improve - we committed to relocating the plant and are reviewing the process of how gas plants are located in communities - this will guide our future plans.
- The best interests of Ontarians and their communities are our number one priority.
- After several weeks of discussions between the Ontario Power Authority and the owners of the plant, no agreement has been reached to stop construction and relocate.
- The Ontario Power Authority has informed the corporation that it is taking the next step in this process and will not proceed with its contract.
- Ontario families and businesses need a reliable supply of clean power for our homes and businesses - we intend to honour our commitment to relocate the gas generation plant as quickly as possible.

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- ~~We made a specific commitment to residents in Mississauga and Etobicoke to relocate the gas generating plant currently under construction.~~
- ~~We listened to local concerns from all residents, taking into consideration the recent development in the area, including more residential areas.~~
- ~~For several weeks, the Ontario Power Authority has been in discussion with the owners of the plant, they have not agreed to stop construction and relocate.~~
- ~~The Ontario Power Authority has informed the corporation that it is taking the next step in this process and will not proceed with its contract.~~
- ~~Ontario families and businesses need a reliable supply of clean power for our homes and businesses and we intend to honour our commitment to relocate the gas generation plant as quickly as possible.~~
- ~~The best interests of Ontarians and their communities are our primary priority.~~

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## Questions and Answers**QUESTIONS AND ANSWERS**

### If Greenfield Agrees to Stop Construction

**When will construction stop now that Greenfield has agreed to stop work while negotiations continue?**

~~We understand that Greenfield South agreed to stop construction immediately.~~

**What kind of penalty does the developer face if they don't stop construction?**

~~The developer will not be able to recover its costs of ongoing construction. We expect Greenfield to stop construction.~~

**How much will the construction completed to date cost ratepayers?**

~~The developer will not be able to recover its costs of ongoing construction.~~

**Why did it take so long to stop construction?**

~~Discussions began as soon as they could between OPA and Greenfield South. The agreement to stop construction is the result of those discussions.~~

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## **Contract Termination**

### **Has the contract been terminated?**

The OPA is working hard to come to a fair resolution. Unfortunately, after several weeks of discussion with the corporate owners of the plant, they have not agreed to stop construction and relocate. Not proceeding with the contract is simply the next step in the process to ensure ratepayers are protected.

### **Who terminated the contract?**

The Ontario Power Authority informed the corporation that it will not proceed with its contract. Not proceeding with the contract is simply the next step in the process to ensure ratepayers are protected.

### **Why was the contract terminated? Were other solutions not viable?**

We made a specific commitment to residents in Mississauga and Etobicoke to relocate the gas generating plant currently under construction. For several weeks, the Ontario Power Authority has been in discussion with the owners of the plant, they have not agreed to stop construction and relocate.

The Ontario Power Authority has informed the corporation that it is taking the next step in this process and will not proceed with its contract.

Contract negotiations are commercially sensitive. These discussions are confidential. We are confident the OPA is working in the best interests of Ontarians.

### **Did the OPA terminate the contract at the government's request?**

The OPA, as the contract holder, has been in discussions with Greenfield South to resolve this matter in the best interests of Ontarians.

For several weeks, the Ontario Power Authority has been in discussion with the owners of the plant, they have not agreed to stop construction and relocate.

The Ontario Power Authority has informed the corporation that it is taking the next step in this process and will not proceed with its contract. [Not proceeding with the contract is simply the next step in the process to ensure ratepayers are protected.](#)

### **Why wasn't the contract terminated sooner?**

Discussions began as soon as they could between OPA and Greenfield South. [We want to resolve this in a fair way and these discussions take time. This is simply the](#)

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next step in the process to ensure ratepayers are protected. This decision is the result of those discussions.

**If the OPA is terminating the contract, how can you get the company to work with the OPA to relocate the site?**

The OPA will pursue further discussions with Greenfield South.

**Will Greenfield South be the company to build the relocated plant?**

Ontario families and businesses need a reliable supply of clean power for our homes and businesses. Discussions are ongoing - We intend to honour our commitment to relocate the gas generation plant. Ontario families need a reliable supply of clean power for our homes and businesses. The best interests of Ontarians and their communities are our primary priority.

**Will you put this back out to tender?**

Ontario families and businesses need a reliable supply of clean power for our homes and businesses. Discussions are ongoing - We intend to honour our commitment to relocate the gas generation plant as quickly as possible. The best interests of Ontarians and their communities are our primary priority.

### **What is the process for finding another site?**

The OPA is best able to answer this. We can confirm that the site selection will include public consultation.

### **How come you've cancelled the plants in Mississauga and Oakville but not in Northern York Region?**

These are two very different situations.

We made a specific commitment to the residents of Mississauga during the election, and Mississauga voters overwhelmingly agreed with our commitment to relocate the gas generating plant. We intend to honour our commitment.

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.

### **Construction**

#### **Now that the OPA has terminated the contract, will work stop at the site?**

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.

#### **Will legislation be required to stop construction?**

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.

Legislation was an option, however, we were hopeful that Greenfield South would work with the OPA to find satisfactory resolution.

For several weeks, the Ontario Power Authority has been in discussion with the owners of the plant, they have not agreed to stop construction and relocate.

The Ontario Power Authority has informed the corporation that it is taking the next step in this process and will not proceed with its contract.

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

Legislation was an option, however, we were hopeful that Greenfield South would work with the OPA to find satisfactory resolution.

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## **Contract Value**

### **Why should anyone want to contract with OPA or government after this?**

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.~~

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.

### **What's the status of negotiations with TransCanada?**

Discussions with TransCanada continue. We do not have an update at this time.

### **Will the cost of these contract cancellations be made public knowledge at some time?**

~~Discussions are ongoing – I can tell you~~ Our government is committed to conducting business in an open and transparent manner.

## **If Letters Become Public**

### **What does/do these letters mean?**

We made a specific commitment to residents in Mississauga and Etobicoke to relocate the gas generating plant currently under construction. The OPA ~~has been~~ is working hard to come to a fair resolution.

Unfortunately, after several weeks of discussion with the corporate owners of the plant, they have not agreed to stop construction and relocate. Not proceeding with the contract is simply the next step in the process to ensure ratepayers are protected.

We intend to relocate the gas generation plant and have it supplying power as quickly as possible.

### **Does this mean construction stops immediately?**

This means the OPA will no longer proceed with the contract and Greenfield is financial liable for any further investments in the project. This is the next step in this process to minimize the cost and protect ratepayers. This in the best interests of Ontarians and their communities are our primary priority. It's important that the OPA continue to try and work with the company to resolve this in as quickly and fairly a way possible.

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### **What kind of penalty does the developer face if they don't stop construction?**

Not proceeding with the contract means Greenfield is financial liable for any further investments in the project. This next step will protect Ontario ratepayers from any future costs.

### **Why did negotiations fail?**

For several weeks, the Ontario Power Authority has been in discussion with the owners of the plant, they have not agreed to stop construction and relocate.

The Ontario Power Authority has informed the corporation that it is taking the next step in this process and will not proceed with its contract.

Ontario families and businesses need a reliable supply of clean power for our homes and businesses. We intend to honour our commitment to relocate the gas generation plant ~~as quickly as possible.~~ The best interests of Ontarians and their communities are our primary priority.

### **How long did the OPA give it? How extensive have the discussions been?**

There have been several weeks of discussion between the OPA and Greenfield.

They have not agreed to stop construction and relocate, and the Ontario Power Authority has informed the corporation that it is taking the next step in this process and will not proceed with its contract.

### **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?**

We made a specific commitment to residents in Mississauga and Etobicoke to relocate the gas generating plant currently under construction. There have been significant changes to the area since the plant was originally approved in 2004, including the construction of several residential buildings. ~~The health and well being of Ontarians is our primary concern and we~~ we listened to local concerns from all residents ~~– taking their concerns into consideration, including the recent development in the area.~~ we heard that our current process to locate gas plants needed to improve - we committed to relocating the plant and are reviewing the process of how gas plants are located in communities – this will guide our future plans.



**What does “most appropriate way to allocate compensation between the OPA and Crown” mean?**

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.

**Exactly how much is it going to cost to cancel this contract?**

The OPA is working hard to come to a fair resolution. Unfortunately, after several weeks of discussion with the corporate owners of the plant, they have not agreed to stop construction and relocate. Not proceeding with the contract is simply the next step in the process to ensure ratepayers are protected.

**How long will settlement negotiations take? Is there a drop-dead date?**

We intend to honour our commitment to relocate the gas generation plant ~~as quickly as possible~~. The OPA is working hard to come to a fair resolution. This is simply the next step in the process to ensure ratepayers are protected.

**Are these letters precedent-setting? Has the Ministry or OPA sent similar letters before?**

No. Such letters are not precedent-setting. [This is a natural course of business and our](#)

[Our](#) government conducts business on behalf of the people of Ontario in an open and transparent manner.

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## Fisher, Petra (ENERGY)

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**From:** Jennings, Rick (ENERGY)  
**Sent:** November-17-11 11:48 AM  
**To:** King, Ryan (ENERGY)  
**Subject:** FW: Draft Agreement  
**Attachments:** DRAFT Construction Stoppage and Settlement Agreement.docx; image001.gif

Duplicate attachment removed;  
gif attachment is image below

Latest for now.

---

**From:** Calwell, Carolyn (ENERGY)  
**Sent:** November 17, 2011 11:39 AM  
**To:** Lindsay, David (ENERGY); Jennings, Rick (ENERGY); Silva, Joseph (ENERGY)  
**Cc:** Perun, Halyna N. (ENERGY)  
**Subject:** FW: Draft Agreement

We received the attached draft Construction Stoppage and Settlement Agreement from the OPA last evening and understand that this draft has been sent to Greenfield.

This agreement would require Greenfield to:

- immediately cease construction of the plant and demobilize from site
- maintain the safety and security of the site
- seek to have its environmental approval and its generation license cancelled

The OPA would be required to:

- pay Greenfield its costs of ceasing construction and demobilizing and costs of maintaining safety and security of the site
- provide a letter of credit (amount to be determined) that Greenfield can draw upon if the OPA doesn't pay the costs in the bullet above

All of Greenfield's costs may be verified through documentation and audit.

The Keele Valley claims would be settled for \$10M to be paid from the OEFC to Eastern Power and the related litigation would be dismissed.

The Clean Energy Supply (ARCES) contract between Greenfield and the OPA would be suspended for the duration of this Construction Stoppage and Settlement Agreement. The parties agree to work together in good faith to negotiate the mutual termination of the ARCES agreement and negotiate a new contract for a facility at a different location.

All discussions in relation to this agreement and in relation to the ARCES contract are confidential. Greenfield and the OPA may make a public announcement that they have entered into an agreement that provides for the permanent end to construction, the revocation of environmental approvals and licenses and further negotiation to determine the resolution of the cancellation of the facility.

The agreement has a term of 60 days, which may be extended for an additional 60 days. When this agreement expires, the ARCES Contract is terminated and the OPA and Greenfield shall commence a dispute resolution process (that ultimately includes arbitration) to determine the compensation owed to Greenfield.

We haven't heard of Greenfield's response (if any). We will follow up with Mike Lyle.

Carolyn

---

**From:** Michael Lyle [mailto:Michael.Lyle@powerauthority.on.ca]  
**Sent:** November 16, 2011 5:34 PM  
**To:** Perun, Halyna N. (ENERGY); Calwell, Carolyn (ENERGY)  
**Subject:** Draft Agreement

This was sent to Greenfield late this afternoon.

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](mailto:michael.lyle@powerauthority.on.ca)

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## **Fisher, Petra (ENERGY)**

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**From:** Danyluk, Erica (CAB)  
**Sent:** November-17-11 12:06 PM  
**To:** Nutter, George (ENERGY)  
**Cc:** Gemmiti, Paola (ENERGY); Kovesfalvi, Sylvia (ENERGY); McMichael, Rhonda (CAB)  
**Subject:** RE: Greenfield South

Hi George -

I've spoken with Rhonda and understand that there are currently revisions being made to the versions sent earlier. I know you were targeting 2 p.m. - but PO would like to have feed back for your MO for their 2 p.m. meeting this afternoon.

Would it be possible to get these revisions earlier than 2 p.m. 1 p.m. would be ideal.

Please let me know.

Thanks.

**Erica Danyluk**

Senior Advisor, Cabinet Office Communications  
(p) 416.325.1179, (f) 416.325.1979  
[erica.danyluk@ontario.ca](mailto:erica.danyluk@ontario.ca)

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**From:** Nutter, George (ENERGY)  
**Sent:** November 17, 2011 9:35 AM  
**To:** Danyluk, Erica (CAB)  
**Cc:** Gemmiti, Paola (ENERGY); Kovesfalvi, Sylvia (ENERGY)  
**Subject:** Greenfield South

Hi Erica –

Please see attached two alternate statements one of which the Minister is expecting to use tomorrow, depending on advice from the OPA on discussions underway with Greenfield South. I understand PO has these already from our MO.

George Nutter  
Manager, Energy Communications  
Communications Branch  
Ministry of Energy  
Ministry of Infrastructure

4th fl. Hearst Block  
900 Bay Street  
Queen's Park, Toronto  
Ontario, Canada M7A 2E1

416-326-9602 office  
416-326-3947 fax

[george.nutter@ontario.ca](mailto:george.nutter@ontario.ca)



## Cayley, Daniel (ENERGY)

---

**From:** Calwell, Carolyn (ENERGY)  
**Sent:** November-17-11 12:07 PM  
**To:** Kovesfalvi, Sylvia (ENERGY)  
**Cc:** King, Ryan (ENERGY); Nutter, George (ENERGY); Perun, Halyna N. (ENERGY); Silva, Joseph (ENERGY)  
**Subject:** FW: URGENT - MO QA review  
**Attachments:** Greenfield Q's and A's Updated - MO copy RDEB edits skedits Nov16 - 6PM.doc

I made some minor changes to the attached. To be clear, these Qs and As assume that construction on the site has not stopped. My best information is that the OPA is negotiating hard to ensure that construction does stop – we will need to see where that lands and how quickly and the comms lines may need to be adjusted accordingly.

I also thought that the Minister was very clear in a briefing yesterday that he wanted to make no public comments about a site review process. I would like to better understand why we keep seeing comms on that question (although I certainly understand that Sylvia and George may not be able to explain).

Carolyn

---

**From:** Kovesfalvi, Sylvia (ENERGY)  
**Sent:** November 17, 2011 11:43 AM  
**To:** King, Ryan (ENERGY); Calwell, Carolyn (ENERGY)  
**Cc:** Perun, Halyna N. (ENERGY); Nutter, George (ENERGY)  
**Subject:** URGENT - MO QA review

Hi –

Attached are MO's changes to their QA. Can you review and provide your comments asap?

Thanks very much. (Most of the changes remain consistent with the material in our master deck. The "as quickly as possible" after relocating that Rick suggested be deleted, is back in.

It appears the "what if construction stops/negotiations continue" scenario is off the table – so no need to follow up with me on that Carolyn (I'll delete from master document).

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**From:** Botond, Erika (ENERGY)  
**Sent:** November 17, 2011 11:00 AM  
**To:** Kovesfalvi, Sylvia (ENERGY); Kett, Jennifer (ENERGY); Dunn, Ryan (ENERGY); Kulendran, Jesse (ENERGY); Sharkawi, Rula (ENERGY); Gemmiti, Paola (ENERGY)  
**Subject:** Update on tomorrow  
**Importance:** High

Hi folks – attached are the updated Qs and As. Please send to fact check.

This version does not include the "what if construction stops" scenario and does not need to.

Plan as it stands is tomorrow morning:

9:00 AM – second letter goes

9:30 AM – OPA statement goes

10:00 AM – Minister's statement goes out

10:15 AM – minister avail at QP

Can we see the latest version of the OPA statement.

Jesse – can we set up a quick call with Kristin to touch base about next steps and the plan for tomorrow.

Thx,  
Erika



## MISSISSAUGA UPDATE

DRAFT

Nov 17~~16~~5, 2011 (10 3AMpm)

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### KEY MESSAGES

#### If Greenfield agrees to stop construction while negotiations proceed

- The OPA continues to negotiate with Greenfield South.
- While negotiations continue, Greenfield South has agreed to stop construction immediately.
- We are pleased with this progress and look forward to a satisfactory resolution.
- The government will continue to ensure that the best interests of Ontario's communities and ratepayers remain the primary priority.

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#### If contract does not proceed

- We made a specific commitment to residents in Mississauga and Etobicoke to relocate the gas generating plant currently under construction.
- We listened to local concerns from all residents, taking into consideration the changes in the area, including residential development since the plant was proposed.
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- After several weeks of discussions between the Ontario Power Authority and the owners of the plant, no agreement has been reached to stop construction and relocate.
- The Ontario Power Authority has informed the corporation that it is taking the next step in this process and will not proceed with its contract.
- Ontario families and businesses need a reliable supply of clean power for our homes and businesses - we intend to honour our commitment to relocate the gas generation plant as quickly as possible.

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Comment [C1]: From Minister's briefing yesterday, I understood that we were not making any statements about the siting process.

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- ~~We made a specific commitment to residents in Mississauga and Etobicoke to relocate the gas generating plant currently under construction.~~
- ~~We listened to local concerns from all residents, taking into consideration the recent development in the area, including more residential areas.~~
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## Questions and Answers**QUESTIONS AND ANSWERS**

### If Greenfield Agrees to Stop Construction

~~When will construction stop now that Greenfield has agreed to stop work while negotiations continue?~~

~~We understand that Greenfield South agreed to stop construction immediately.~~

~~What kind of penalty does the developer face if they don't stop construction?~~

~~The developer will not be able to recover its costs of ongoing construction. We expect Greenfield to stop construction.~~

~~How much will the construction completed to date cost ratepayers?~~

~~The developer will not be able to recover its costs of ongoing construction.~~

~~Why did it take so long to stop construction?~~

~~Discussions began as soon as they could between OPA and Greenfield South. The agreement to stop construction is the result of these discussions.~~

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## **Contract Termination**

### **Has the contract been terminated?**

The OPA is working hard to come to a fair resolution. Unfortunately, after several weeks of discussion with the corporate owners of the plant, Greenfield they have not agreed to stop construction and relocate. Not proceeding with the contract is simply the next step in the process to ensure ratepayers are protected.

### **Who terminated the contract?**

The Ontario Power Authority informed the corporation that it will not proceed with its contract. Not proceeding with the contract is simply the next step in the process to ensure ratepayers are protected.

### **Why was the contract terminated? Were other solutions not viable?**

We made a specific commitment to residents in Mississauga and Etobicoke to relocate the gas generating plant currently under construction. For several weeks, the Ontario Power Authority has been in discussion with the owners of the plant, they have not agreed to stop construction and relocate.

The Ontario Power Authority has informed the corporation that it is taking the next step in this process and will not proceed with its contract.

Contract negotiations are commercially sensitive. These discussions are confidential. We are confident the OPA is working in the best interests of Ontarians.

### **Did the OPA terminate the contract at the government's request?**

The OPA, as the contract holder, has been in discussions with Greenfield South to resolve this matter in the best interests of Ontarians.

For several weeks, the Ontario Power Authority has been in discussion with the owners of the plant, they have not agreed to stop construction and relocate.

The Ontario Power Authority has informed the corporation that it is taking the next step in this process and will not proceed with its contract. Not proceeding with the contract is simply the next step in the process to ensure ratepayers are protected.

### **Why wasn't the contract terminated sooner?**

Discussions began as soon as they could between OPA and Greenfield South. We want to resolve this in a fair way and these discussions take time. This is simply the

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next step in the process to ensure ratepayers are protected. This decision is the result of those discussions.

**If the OPA is terminating the contract, how can you get the company to work with the OPA to relocate the site?**

The OPA will pursue further discussions with Greenfield South.

**Will Greenfield South be the company to build the relocated plant?**

Ontario families and businesses need a reliable supply of clean power for our homes and businesses. Discussions are ongoing - We intend to honour our commitment to relocate the gas generation plant. Ontario families need a reliable supply of clean power for our homes and businesses. The best interests of Ontarians and their communities are our primary priority.

**Will you put this back out to tender?**

Ontario families and businesses need a reliable supply of clean power for our homes and businesses. Discussions are ongoing - We intend to honour our commitment to relocate the gas generation plant as quickly as possible. The best interests of Ontarians and their communities are our primary priority.

### **What is the process for finding another site?**

The OPA is best able to answer this. We can confirm that the site selection will include public consultation.

### **How come you've cancelled the plants in Mississauga and Oakville but not in Northern York Region?**

These are two very different situations.

We made a specific commitment to the residents of Mississauga during the election, and Mississauga voters overwhelmingly agreed with our commitment to relocate the gas generating plant. We intend to honour our commitment.

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.

### **Construction**

#### **Now that the OPA has terminated the contract, will work stop at the site?**

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.

#### **Will legislation be required to stop construction?**

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.

Legislation ~~was~~ is an option, however, we were hopeful that Greenfield South ~~would~~ will work with the OPA to find satisfactory resolution.

For several weeks, the Ontario Power Authority has been in discussion with the owners of the plant, they have not agreed to stop construction and relocate.

The Ontario Power Authority has informed the corporation that it is taking the next step in this process and will not proceed with its contract.

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

Legislation ~~was~~ is an option, however, we ~~were~~ are hopeful that Greenfield South would work with the OPA to find satisfactory resolution.



## **Contract Value**

### **Why should anyone want to contract with OPA or government after this?**

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.~~

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.

### **What's the status of negotiations with TransCanada?**

Discussions with TransCanada continue. We do not have an update at this time.

### **Will the cost of these contract cancellations be made public knowledge at some time?**

Discussions are ongoing – I can tell you Our government is committed to conducting business in an open and transparent manner.

## **If Letters Become Public**

### **What does/do these letters mean?**

We made a specific commitment to residents in Mississauga and Etobicoke to relocate the gas generating plant currently under construction. The OPA has been is working hard to come to a fair resolution.

Unfortunately, after several weeks of discussion with the corporate owners of the plant, they have not agreed to stop construction and relocate. Not proceeding with the contract is simply the next step in the process to ensure ratepayers are protected.

We intend to relocate the gas generation plant and have it supplying power as quickly as possible.

### **Does this mean construction stops immediately?**

This means the OPA will no longer proceed with the contract and Greenfield is financial liable for any further investments in the project. This is the next step in this process to minimize the cost and protect ratepayers. This in the best interests of Ontarians and their communities are our primary priority. It's important that the OPA continue to try and work with the company to resolve this in as quickly and fairly a way possible.

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### **What kind of penalty does the developer face if they don't stop construction?**

Not proceeding with the contract means Greenfield is financial liable for any further investments in the project. This next step will protect Ontario ratepayers from any future costs.

### **Why did negotiations fail?**

For several weeks, the Ontario Power Authority has been in discussion with the owners of the plant, they have not agreed to stop construction and relocate.

The Ontario Power Authority has informed the corporation that it is taking the next step in this process and will not proceed with its contract.

Ontario families and businesses need a reliable supply of clean power for our homes and businesses. We intend to honour our commitment to relocate the gas generation plant ~~as quickly as possible.~~ The best interests of Ontarians and their communities are our primary priority.

### **How long did the OPA give it? How extensive have the discussions been?**

There have been several weeks of discussion between the OPA and Greenfield.

They have not agreed to stop construction and relocate, and the Ontario Power Authority has informed the corporation that it is taking the next step in this process and will not proceed with its contract.

### **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?**

We made a specific commitment to residents in Mississauga and Etobicoke to relocate the gas generating plant currently under construction. There have been significant changes to the area since the plant was originally approved in 2004, including the construction of several residential buildings. ~~The health and well being of Ontarians is our primary concern and W~~we listened to local concerns from all residents ~~– taking their concerns into consideration, including the recent development in the area- we heard that our current process to locate gas plants needed to improve - we committed to relocating the plant and are reviewing the process of how gas plants are located in communities – this will guide our future plans.~~

**What does “most appropriate way to allocate compensation between the OPA and Crown” mean?**

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.

**Exactly how much is it going to cost to cancel this contract?**

The OPA is working hard to come to a fair resolution. ~~Unfortunately, after several weeks of discussion with the corporate owners of the plant, they have not agreed to stop construction and relocate.~~ Not proceeding with the contract is simply the next step in the process to ensure ratepayers are protected.

**How long will settlement negotiations take? Is there a drop-dead date?**

We intend to honour our commitment to relocate the gas generation plant ~~as quickly as possible.~~ The OPA is working hard to come to a fair resolution. This is simply the next step in the process to ensure ratepayers are protected.

**Are these letters precedent-setting? Has the Ministry or OPA sent similar letters before?**

No. Such letters are not precedent-setting. This is a natural course of business and our

Our government conducts business on behalf of the people of Ontario in an open and transparent manner.

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## Fisher, Petra (ENERGY)

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**From:** Rehob, James (ENERGY)  
**Sent:** November-17-11 12:20 PM  
**To:** Linington, Brenda (ENERGY)  
**Cc:** Letourneau, Amanda (ENERGY)  
**Subject:** Greenfield South - Real Property Issues, Questions

Privileged & Confidential Legal Advice / Solicitor & Client Privileged

November 17, 2011

Hi, Brenda. As we go through the most recent draft of the Bill (I'll bring copies to our meeting), there's a series of questions posed by Leg. Counsel related to the conveyance of a parcel of the land, as follows:

“site” means the real property that is part of Lot 3, Concession 1 in the City of Mississauga known municipally as 2315 Loreland Avenue; (“French”) - **is this an accurate description of the land? [(taken from the cert. of approval) [ntd-jpr: I believe that we've got this accurately described, but any thoughts you might have are welcome!]**

**Has the Corporation already conveyed the 0.06 hectares below the long-term stable slope limit of the bank of the Etobicoke Creek to the City for conservation purposes? If not, should it still be required? It might have been part of the development approval from the City?? If it has been conveyed and project doesn't proceed, should Mississauga deed it back or pay the Corporation for the land?**

**Are there any other structures/improvements to the land unrelated to the project or any part of the construction for the project that will be allowed to remain on it? [ntd-jpr: I've queried the clients and they have come back with the general instruction that the site should be returned to its “preconstruction condition/state”.] Was the land serviced before the project or as part of the project? [ntd-jpr: Amanda has, with your assistance, done some research which I'd like to go over with you if we could.] The new water mains on the street? Are they in? Do they stay or are they to be taken out? Do we include them as part of the “project”? Is there anything else that is not on the actual site but should be included in the description of the project? [ntd-jpr: We'll need to seek further confirmation or instructions from the client(s) on these last three points, but any thoughts you may have would be wonderful!]**

**For the moment, I have differentiated between the real property and the project on it in case you need to talk about each separately re remediation of the site, stopping the project, etc. [ntd-jpr: This seems an appropriate approach to me and I've indicated this to OLC in my last draft.]**

Thanks so much, Brenda – there's bound to be more but I'm sure that'll come out as we discuss the draft – kindly, James

**James P. H. Rehob**

Senior Counsel  
Ministry of Energy and  
Ministry of Infrastructure  
Legal Services Branch  
777 Bay Street, 4th Floor, Suite 425  
Toronto, ON M5G 2E5  
Tel: 416-325-6676  
Fax: 416-325-1781  
[james.rehob@ontario.ca](mailto:james.rehob@ontario.ca)

**Notice**

This communication may be solicitor/client privileged and contain confidential information only intended for the person(s) to whom it is addressed. Any dissemination or use of this information by others than the intended recipient(s) is prohibited. If you have received this message in error please notify the writer and permanently delete the message and all attachments. Thank you.

## **Fisher, Petra (ENERGY)**

---

**From:** Kovesfalvi, Sylvia (ENERGY)  
**Sent:** November-17-11 12:26 PM  
**To:** 'Calwell, Carolyn (ENERGY)'  
**Cc:** King, Ryan (ENERGY); Nutter, George (ENERGY); Perun, Halyna N. (ENERGY); Silva, Joseph (ENERGY); Gemmiti, Paola (ENERGY); Kulendran, Jesse (ENERGY)  
**Subject:** RE: URGENT - MO QA review

Me again – just got off the phone with CO – can we change the statement so that it's clear that we enter into an agreement with Greenfield to stop work, the OPA and Greenfield will continue negotiating relocation ... (may also have to make this clearer in OPA statements). Right now the statements read as tho contract will not proceed because we couldn't reach agreement on stopping construction and relocation.

George – can I leave this with you to revise/translate (I'm going to plow through QA now - and an infra 'emergency').

---

**From:** Calwell, Carolyn (ENERGY)  
**Sent:** November 17, 2011 12:07 PM  
**To:** Kovesfalvi, Sylvia (ENERGY)  
**Cc:** King, Ryan (ENERGY); Nutter, George (ENERGY); Perun, Halyna N. (ENERGY); Silva, Joseph (ENERGY)  
**Subject:** FW: URGENT - MO QA review

I made some minor changes to the attached. To be clear, these Qs and As assume that construction on the site has not stopped. My best information is that the OPA is negotiating hard to ensure that construction does stop – we will need to see where that lands and how quickly and the comms lines may need to be adjusted accordingly.

I also thought that the Minister was very clear in a briefing yesterday that he wanted to make no public comments about a site review process. I would like to better understand why we keep seeing comms on that question (although I certainly understand that Sylvia and George may not be able to explain).

Carolyn

---

**From:** Kovesfalvi, Sylvia (ENERGY)  
**Sent:** November 17, 2011 11:43 AM  
**To:** King, Ryan (ENERGY); Calwell, Carolyn (ENERGY)  
**Cc:** Perun, Halyna N. (ENERGY); Nutter, George (ENERGY)  
**Subject:** URGENT - MO QA review

Hi –

Attached are MO's changes to their QA. Can you review and provide your comments asap?

Thanks very much. (Most of the changes remain consistent with the material in our master deck. The "as quickly as possible" after relocating that Rick suggested be deleted, is back in.

It appears the "what if construction stops/negotiations continue" scenario is off the table – so no need to follow up with me on that Carolyn (I'll delete from master document).

---

**From:** Botond, Erika (ENERGY)  
**Sent:** November 17, 2011 11:00 AM



**To:** Kovesfalvi, Sylvia (ENERGY); Kett, Jennifer (ENERGY); Dunn, Ryan (ENERGY); Kulendran, Jesse (ENERGY); Sharkawi, Rula (ENERGY); Gemmiti, Paola (ENERGY)

**Subject:** Update on tomorrow

**Importance:** High

Hi folks – attached are the updated Qs and As. Please send to fact check.

This version does not include the “what if construction stops” scenario and does not need to.

Plan as it stands is tomorrow morning:

9:00 AM – second letter goes

9:30 AM – OPA statement goes

10:00 AM – Minister's statement goes out

10:15 AM – minister avail at QP

Can we see the latest version of the OPA statement.

Jesse – can we set up a quick call with Kristin to touch base about next steps and the plan for tomorrow.

Thx,  
Erika

## Fisher, Petra (ENERGY)

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**To:** 'Botond, Erika (ENERGY)'; Nutter, George (ENERGY); Dunn, Ryan (ENERGY); Kett, Jennifer (ENERGY)  
**Cc:** Kulendran, Jesse (ENERGY); Gemmiti, Paola (ENERGY)  
**Subject:** RE: OPA Statements

Hi Erika – just got off the phone with Legal and CO.

Legal has confirmed negotiations will continue with Greenfield to relocate.

CO had similar concerns about wording in statement – George is revising now.

Jesse – will you be looping in with OPA, or should we?

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**Cc:** Kulendran, Jesse (ENERGY); Gemmiti, Paola (ENERGY)  
**Subject:** Re: OPA Statements

We need to talk to OPA.

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**Cc:** Kulendran, Jesse (ENERGY); Gemmiti, Paola (ENERGY)  
**Sent:** Thu Nov 17 11:41:25 2011  
**Subject:** RE: OPA Statements

Our QA says discussions will continue with Greenfield about relocating even if contract is terminated... I've got a call in to Legal to confirm this is still the case.

---

**From:** Botond, Erika (ENERGY)  
**Sent:** November 17, 2011 11:36 AM  
**To:** Nutter, George (ENERGY); Kovesfalvi, Sylvia (ENERGY); Dunn, Ryan (ENERGY); Kett, Jennifer (ENERGY)  
**Cc:** Kulendran, Jesse (ENERGY); Gemmiti, Paola (ENERGY)  
**Subject:** Re: OPA Statements

Ok. I'm still not clear on if discussions will continue.

---

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**To:** Botond, Erika (ENERGY); Kovesfalvi, Sylvia (ENERGY); Dunn, Ryan (ENERGY); Kett, Jennifer (ENERGY)  
**Cc:** Kulendran, Jesse (ENERGY); Gemmiti, Paola (ENERGY)  
**Sent:** Thu Nov 17 11:34:54 2011  
**Subject:** Re: OPA Statements

Suggest that OPA drop the phrase "with the government". There is no value to that specificity.

-----

George Nutter  
Manager, Energy Communications  
Communications Branch  
Ministry of Energy &  
Ministry of Infrastructure  
416-326-9602 Queen's Park  
647-220-1183 Mobile

Sent from my BlackBerry® wireless device

---

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**Cc:** Kulendran, Jesse (ENERGY); Nutter, George (ENERGY); Gemmiti, Paola (ENERGY)  
**Sent:** Thu Nov 17 11:32:42 2011  
**Subject:** Re: OPA Statements

To be clear - with the contract cxl'd - does that mean the opa will not work with greenfield to find a new location for sure? I thought that discussions would continue - this is just the next step to ensure ratepayers are protected. This reads now like it's back over to the gov't to make a decision on location ...

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**Cc:** Kulendran, Jesse (ENERGY); Nutter, George (ENERGY); Gemmiti, Paola (ENERGY)  
**Sent:** Thu Nov 17 11:18:06 2011  
**Subject:** OPA Statements

Hi all – Below are the latest versions of OPA statements I have – Jesse do you have anything more recent?

**OPA DRAFT- 15 NOV 2011 -2:00 pm - OPA NOT PROCEEDING WITH CONTRACT FOR MISSISSAUGA POWER PLANT**

TORONTO, November 16, 2011- The Ontario Power Authority announced today, that despite best efforts to work with Greenfield South Power Corporation, is not proceeding with the contract for Greenfield's Mississauga power plant..

After several weeks of discussions it has become clear that Greenfield South has no intent to consider relocation and continues construction. In light of this, the company has been notified that OPA is not proceeding with the contract. Greenfield is financially liable for any further investments in the project.

The OPA will continue to work with the government to identify another site for the gas plant based on local generation needs and transmission and distribution support to ensure a long-term reliable supply of electricity.

OPA Statement – 16 NOV 2011 - In the event construction stops/negotiations continue (which I understand is now off the table):

OPA has reached an agreement with Greenfield Power Corporation to immediately stop construction of Greenfield's power plant in Mississauga. OPA and Greenfield are now negotiating an agreement to relocate the plant. OPA will not make any further comments while the negotiations are underway.



## Cayley, Daniel (ENERGY)

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**From:** Calwell, Carolyn (ENERGY)  
**Sent:** November-17-11 1:05 PM  
**To:** Nutter, George (ENERGY); Kovesfalvi, Sylvia (ENERGY); Botond, Erika (ENERGY); Dunn, Ryan (ENERGY); Kett, Jennifer (ENERGY)  
**Cc:** Kulendran, Jesse (ENERGY); Gemmiti, Paola (ENERGY)  
**Subject:** RE: OPA Statements

If Greenfield doesn't agree to stop construction, I don't know why we would continue to talk to them about relocation. The addition makes sense in the context of the "construction stops" statement. It doesn't make sense in the context of the other statement.

Carolyn

---

**From:** Nutter, George (ENERGY)  
**Sent:** November 17, 2011 12:41 PM  
**To:** Kovesfalvi, Sylvia (ENERGY); Botond, Erika (ENERGY); Dunn, Ryan (ENERGY); Kett, Jennifer (ENERGY); Calwell, Carolyn (ENERGY)  
**Cc:** Kulendran, Jesse (ENERGY); Gemmiti, Paola (ENERGY)  
**Subject:** RE: OPA Statements

Carolyn, Erika – Does the attached reflect what we should be saying (new sentence highlighted yellow).

George Nutter  
Manager, Energy Communications  
Communications Branch  
Ministry of Energy  
Ministry of Infrastructure

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Queen's Park, Toronto  
Ontario, Canada M7A 2E1

416-326-9602 office  
416-326-3947 fax

[george.nutter@ontario.ca](mailto:george.nutter@ontario.ca)

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## **Fisher, Petra (ENERGY)**

---

**From:** Gemmiti, Paola (ENERGY)  
**Sent:** November-17-11 1:20 PM  
**To:** Nutter, George (ENERGY)  
**Subject:** FW: Update on tomorrow  
**Attachments:** Greenfield Q's and A's Updated - MO copy RDEB edits skedits Nov16 - 6PM.doc  
  
**Importance:** High

George, Can you please ask co if the plan is to post to newsroom? I don't think so but we should confirm

---

**From:** Sharkawi, Rula (ENERGY)  
**Sent:** November 17, 2011 11:07 AM  
**To:** Gemmiti, Paola (ENERGY); Nutter, George (ENERGY)  
**Subject:** Fw: Update on tomorrow  
**Importance:** High

Paola - we need to check if the statement should be posted to newsroom. If so, Sharon Fong should be cued up.

R

---

**From:** Botond, Erika (ENERGY)  
**To:** Kovesfalvi, Sylvia (ENERGY); Kett, Jennifer (ENERGY); Dunn, Ryan (ENERGY); Kulendran, Jesse (ENERGY); Sharkawi, Rula (ENERGY); Gemmiti, Paola (ENERGY)  
**Sent:** Thu Nov 17 10:59:34 2011  
**Subject:** Update on tomorrow

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Jesse – can we set up a quick call with Kristin to touch base about next steps and the plan for tomorrow.

Thx,  
Erika

## MISSISSAUGA UPDATE

DRAFT

Nov 17, 2011 (10:30 AM)

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### KEY MESSAGES

#### If Greenfield agrees to stop construction while negotiations proceed

- The OPA continues to negotiate with Greenfield South.
- While negotiations continue, Greenfield South has agreed to stop construction immediately.
- We are pleased with this progress and look forward to a satisfactory resolution.
- The government will continue to ensure that the best interests of Ontario's communities and ratepayers remain the primary priority.

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#### If contract does not proceed

- We made a specific commitment to residents in Mississauga and Etobicoke to relocate the gas generating plant currently under construction.
- We listened to local concerns from all residents, taking into consideration the changes in the area, including residential development since the plant was proposed.
- We heard that our current process to locate gas plants needed to improve - we committed to relocating the plant and are reviewing the process of how gas plants are located in communities - this will guide our future plans.
- The best interests of Ontarians and their communities are our number one priority.
- After several weeks of discussions between the Ontario Power Authority and the owners of the plant, no agreement has been reached to stop construction and relocate.
- The Ontario Power Authority has informed the corporation that it is taking the next step in this process and will not proceed with its contract.
- Ontario families and businesses need a reliable supply of clean power for our homes and businesses - we intend to honour our commitment to relocate the gas generation plant as quickly as possible.

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•We made a specific commitment to residents in Mississauga and Etobicoke to relocate the gas generating plant currently under construction.

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•We listened to local concerns from all residents, taking into consideration the recent development in the area, including more residential areas.

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•For several weeks, the Ontario Power Authority has been in discussion with the owners of the plant, they have not agreed to stop construction and relocate.

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•The Ontario Power Authority has informed the corporation that it is taking the next step in this process and will not proceed with its contract.

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•Ontario families and businesses need a reliable supply of clean power for our homes and businesses and we intend to honour our commitment to relocate the gas generation plant as quickly as possible.

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•The best interests of Ontarians and their communities are our primary priority.

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## Questions and AnswersQUESTIONS AND ANSWERS

### If Greenfield Agrees to Stop Construction

**When will construction stop now that Greenfield has agreed to stop work while negotiations continue?**

We understand that Greenfield South agreed to stop construction immediately.

**What kind of penalty does the developer face if they don't stop construction?**

The developer will not be able to recover its costs of ongoing construction. We expect Greenfield to stop construction.

**How much will the construction completed to date cost ratepayers?**

The developer will not be able to recover its costs of ongoing construction.

**Why did it take so long to stop construction?**

Discussions began as soon as they could between OPA and Greenfield South. The agreement to stop construction is the result of those discussions.

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## **Contract Termination**

### **Has the contract been terminated?**

The OPA is working hard to come to a fair resolution. Unfortunately, after several weeks of discussion with the corporate owners of the plant, they have not agreed to stop construction and relocate. Not proceeding with the contract is simply the next step in the process to ensure ratepayers are protected.

### **Who terminated the contract?**

The Ontario Power Authority informed the corporation that it will not proceed with its contract. Not proceeding with the contract is simply the next step in the process to ensure ratepayers are protected.

### **Why was the contract terminated? Were other solutions not viable?**

We made a specific commitment to residents in Mississauga and Etobicoke to relocate the gas generating plant currently under construction. For several weeks, the Ontario Power Authority has been in discussion with the owners of the plant, they have not agreed to stop construction and relocate.

The Ontario Power Authority has informed the corporation that it is taking the next step in this process and will not proceed with its contract.

Contract negotiations are commercially sensitive. These discussions are confidential. We are confident the OPA is working in the best interests of Ontarians.

### **Did the OPA terminate the contract at the government's request?**

The OPA, as the contract holder, has been in discussions with Greenfield South to resolve this matter in the best interests of Ontarians.

For several weeks, the Ontario Power Authority has been in discussion with the owners of the plant, they have not agreed to stop construction and relocate.

The Ontario Power Authority has informed the corporation that it is taking the next step in this process and will not proceed with its contract. [Not proceeding with the contract is simply the next step in the process to ensure ratepayers are protected.](#)

### **Why wasn't the contract terminated sooner?**

Discussions began as soon as they could between OPA and Greenfield South. [We want to resolve this in a fair way and these discussions take time. This is simply the](#)

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next step in the process to ensure ratepayers are protected. This decision is the result of those discussions.

**If the OPA is terminating the contract, how can you get the company to work with the OPA to relocate the site?**

The OPA will pursue further discussions with Greenfield South.

**Will Greenfield South be the company to build the relocated plant?**

Ontario families and businesses need a reliable supply of clean power for our homes and businesses. Discussions are ongoing - We intend to honour our commitment to relocate the gas generation plant. Ontario families need a reliable supply of clean power for our homes and businesses. The best interests of Ontarians and their communities are our primary priority.

**Will you put this back out to tender?**

Ontario families and businesses need a reliable supply of clean power for our homes and businesses. Discussions are ongoing - We intend to honour our commitment to relocate the gas generation plant as quickly as possible. The best interests of Ontarians and their communities are our primary priority.

### **What is the process for finding another site?**

The OPA is best able to answer this. We can confirm that the site selection will include public consultation.

### **How come you've cancelled the plants in Mississauga and Oakville but not in Northern York Region?**

These are two very different situations.

We made a specific commitment to the residents of Mississauga during the election, and Mississauga voters overwhelmingly agreed with our commitment to relocate the gas generating plant. We intend to honour our commitment.

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.

### **Construction**

#### **Now that the OPA has terminated the contract, will work stop at the site?**

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.

#### **Will legislation be required to stop construction?**

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.

Legislation was an option, however, we were hopeful that Greenfield South would work with the OPA to find satisfactory resolution.

For several weeks, the Ontario Power Authority has been in discussion with the owners of the plant, they have not agreed to stop construction and relocate.

The Ontario Power Authority has informed the corporation that it is taking the next step in this process and will not proceed with its contract.

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

Legislation was an option, however, we were hopeful that Greenfield South would work with the OPA to find satisfactory resolution.

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## **Contract Value**

### **Why should anyone want to contract with OPA or government after this?**

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.~~

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.

### **What's the status of negotiations with TransCanada?**

Discussions with TransCanada continue. We do not have an update at this time.

### **Will the cost of these contract cancellations be made public knowledge at some time?**

~~Discussions are ongoing – I can tell you~~ Our government is committed to conducting business in an open and transparent manner.

## **If Letters Become Public**

### **What does/do these letters mean?**

We made a specific commitment to residents in Mississauga and Etobicoke to relocate the gas generating plant currently under construction. The OPA ~~has been is~~ working hard to come to a fair resolution.

Unfortunately, after several weeks of discussion with the corporate owners of the plant, they have not agreed to stop construction and relocate. Not proceeding with the contract is simply the next step in the process to ensure ratepayers are protected.

We intend to relocate the gas generation plant and have it supplying power as quickly as possible.

### **Does this mean construction stops immediately?**

This means the OPA will no longer proceed with the contract and Greenfield is financial liable for any further investments in the project. This is the next step in this process to minimize the cost and protect ratepayers. This in the best interests of Ontarians and their communities are our primary priority. It's important that the OPA continue to try and work with the company to resolve this in as quickly and fairly a way possible.

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### **What kind of penalty does the developer face if they don't stop construction?**

Not proceeding with the contract means Greenfield is financial liable for any further investments in the project. This next step will protect Ontario ratepayers from any future costs.

### **Why did negotiations fail?**

For several weeks, the Ontario Power Authority has been in discussion with the owners of the plant, they have not agreed to stop construction and relocate.

The Ontario Power Authority has informed the corporation that it is taking the next step in this process and will not proceed with its contract.

Ontario families and businesses need a reliable supply of clean power for our homes and businesses. We intend to honour our commitment to relocate the gas generation plant ~~as quickly as possible.~~ The best interests of Ontarians and their communities are our primary priority.

### **How long did the OPA give it? How extensive have the discussions been?**

There have been several weeks of discussion between the OPA and Greenfield.

They have not agreed to stop construction and relocate, and the Ontario Power Authority has informed the corporation that it is taking the next step in this process and will not proceed with its contract.

### **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?**

We made a specific commitment to residents in Mississauga and Etobicoke to relocate the gas generating plant currently under construction. There have been significant changes to the area since the plant was originally approved in 2004, including the construction of several residential buildings. ~~The health and well being of Ontarians is our primary concern and we~~ we listened to local concerns from all residents ~~- taking their concerns into consideration, including the recent development in the area we heard that our current process to locate gas plants needed to improve - we committed to relocating the plant and are reviewing the process of how gas plants are located in communities – this will guide our future plans.~~



**What does “most appropriate way to allocate compensation between the OPA and Crown” mean?**

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.

**Exactly how much is it going to cost to cancel this contract?**

The OPA is working hard to come to a fair resolution. Unfortunately, after several weeks of discussion with the corporate owners of the plant, they have not agreed to stop construction and relocate. Not proceeding with the contract is simply the next step in the process to ensure ratepayers are protected.

**How long will settlement negotiations take? Is there a drop-dead date?**

We intend to honour our commitment to relocate the gas generation plant ~~as quickly as possible~~. The OPA is working hard to come to a fair resolution. This is simply the next step in the process to ensure ratepayers are protected.

**Are these letters precedent-setting? Has the Ministry or OPA sent similar letters before?**

No. Such letters are not precedent-setting. This is a natural course of business and our

Our government conducts business on behalf of the people of Ontario in an open and transparent manner.

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## **Fisher, Petra (ENERGY)**

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**From:** Kristin Jenkins <Kristin.Jenkins@powerauthority.on.ca>  
**Sent:** November-17-11 1:55 PM  
**To:** Kulendran, Jesse (ENERGY)  
**Subject:** Privileged and Confidential - OPA NOT PROCEEDING WITH CONTRACT

### **OPA NOT PROCEEDING WITH CONTRACT FOR MISSISSAUGA POWER PLANT**

TORONTO, November 16, 2011- The Ontario Power Authority announced today, that despite best efforts to work with Greenfield South Power Corporation, is not proceeding with the contract for Greenfield's Mississauga power plant..

After several weeks of discussions it has become clear that Greenfield South has no intent to consider relocation. In light of this, OPA has notified the company that OPA is not proceeding with the contract. Greenfield is financially liable for any further investments in the project. OPA will pursue discussions with Greenfield to reach an agreement to stop construction.

-30-

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](http://www.powerauthority.on.ca)

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## **Fisher, Petra (ENERGY)**

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**From:** Kulendran, Jesse (ENERGY)  
**Sent:** November-17-11 2:01 PM  
**To:** Botond, Erika (ENERGY); Dunning, Rebecca (ENERGY); Kett, Jennifer (OPO); MacLennan, Craig (ENERGY)  
**Cc:** Calwell, Carolyn (ENERGY); Jennings, Rick (ENERGY); Sharkawi, Rula (ENERGY); Gemmiti, Paola (ENERGY); Nutter, George (ENERGY); Kovesfalvi, Sylvia (ENERGY); Silva, Joseph (ENERGY)  
**Subject:** OPA STATEMENT

**OPA STATEMENT – 17 NOV 2011 – 2pm**

### **OPA NOT PROCEEDING WITH CONTRACT FOR MISSISSAUGA POWER PLANT**

TORONTO, November 16, 2011- The Ontario Power Authority announced today, that despite best efforts to work with Greenfield South Power Corporation, is not proceeding with the contract for Greenfield's Mississauga power plant.

After several weeks of discussions it has become clear that Greenfield South has no intent to consider relocation. In light of this, OPA has notified the company that OPA is not proceeding with the contract. Greenfield is financially liable for any further investments in the project. OPA will pursue discussions with Greenfield to reach an agreement to stop construction.

-30-

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Jesse Kulendran · Senior Coordinator, Policy & Special Projects  
Office of the Deputy Minister · Ministry of Energy  
Tel.: 416-327-7025 · Blackberry: 416-206-1394

## Fisher, Petra (ENERGY)

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**From:** Botond, Erika (ENERGY)  
**Sent:** November-17-11 2:01 PM  
**To:** Nutter, George (ENERGY); Kovesfalvi, Sylvia (ENERGY); Dunn, Ryan (ENERGY); Kett, Jennifer (ENERGY); Calwell, Carolyn (ENERGY)  
**Cc:** Kulendran, Jesse (ENERGY); Gemmiti, Paola (ENERGY)  
**Subject:** RE: OPA Statements

Hi – reading this, I think what we have in the original is better. This is too wordy.

We made a specific commitment to residents in Mississauga and Etobicoke to relocate the gas generating plant currently under construction.

We listened to local concerns from all residents, taking into consideration the changes in the area, including residential development since the plant was proposed.

We heard that our current process to locate gas plants needed to improve. We committed to relocating the plant and are reviewing the process of how gas plants are located in communities – this will guide our future plans. The best interests of Ontarians and their communities are our number one priority.

After several weeks of discussions between the Ontario Power Authority and the owners of the plant, no agreement has been reached to stop construction and relocate.

The Ontario Power Authority has informed the corporation that it is taking the next step in this process and will not proceed with its contract.

Ontario families and businesses need a reliable supply of clean power for our homes and businesses - we intend to honour our commitment to relocate the gas generation plant as quickly as possible.

---

**From:** Nutter, George (ENERGY)  
**Sent:** November 17, 2011 1:54 PM  
**To:** Kovesfalvi, Sylvia (ENERGY); Botond, Erika (ENERGY); Dunn, Ryan (ENERGY); Kett, Jennifer (ENERGY); Calwell, Carolyn (ENERGY)  
**Cc:** Kulendran, Jesse (ENERGY); Gemmiti, Paola (ENERGY)  
**Subject:** RE: OPA Statements

The revised paragraph is highlighted in blue. Please advise if anyone has any objection/suggestion, or if I can send this version to CO and translator.

George Nutter  
Manager, Energy Communications  
Communications Branch  
Ministry of Energy  
Ministry of Infrastructure

4th fl. Hearst Block  
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Ontario, Canada M7A 2E1

416-326-9602 office  
416-326-3947 fax

[george.nutter@ontario.ca](mailto:george.nutter@ontario.ca)

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**From:** Kovesfalvi, Sylvia (ENERGY)  
**Sent:** November 17, 2011 12:30 PM  
**To:** Botond, Erika (ENERGY); Nutter, George (ENERGY); Dunn, Ryan (ENERGY); Kett, Jennifer (ENERGY)  
**Cc:** Kulendran, Jesse (ENERGY); Gemmiti, Paola (ENERGY)  
**Subject:** RE: OPA Statements

Hi Erika – just got off the phone with Legal and CO.

Legal has confirmed negotiations will continue with Greenfield to relocate.

CO had similar concerns about wording in statement – George is revising now.

Jesse – will you be looping in with OPA, or should we?

---

**From:** Botond, Erika (ENERGY)  
**Sent:** November 17, 2011 11:43 AM  
**To:** Kovesfalvi, Sylvia (ENERGY); Nutter, George (ENERGY); Dunn, Ryan (ENERGY); Kett, Jennifer (ENERGY)  
**Cc:** Kulendran, Jesse (ENERGY); Gemmiti, Paola (ENERGY)  
**Subject:** Re: OPA Statements

We need to talk to OPA.

---

**From:** Kovesfalvi, Sylvia (ENERGY)  
**To:** Botond, Erika (ENERGY); Nutter, George (ENERGY); Dunn, Ryan (ENERGY); Kett, Jennifer (ENERGY)  
**Cc:** Kulendran, Jesse (ENERGY); Gemmiti, Paola (ENERGY)  
**Sent:** Thu Nov 17 11:41:25 2011  
**Subject:** RE: OPA Statements

Our QA says discussions will continue with Greenfield about relocating even if contract is terminated... I've got a call in to Legal to confirm this is still the case.

---

**From:** Botond, Erika (ENERGY)  
**Sent:** November 17, 2011 11:36 AM  
**To:** Nutter, George (ENERGY); Kovesfalvi, Sylvia (ENERGY); Dunn, Ryan (ENERGY); Kett, Jennifer (ENERGY)  
**Cc:** Kulendran, Jesse (ENERGY); Gemmiti, Paola (ENERGY)  
**Subject:** Re: OPA Statements

Ok. I'm still not clear on if discussions will continue.

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**From:** Nutter, George (ENERGY)  
**To:** Botond, Erika (ENERGY); Kovesfalvi, Sylvia (ENERGY); Dunn, Ryan (ENERGY); Kett, Jennifer (ENERGY)  
**Cc:** Kulendran, Jesse (ENERGY); Gemmiti, Paola (ENERGY)  
**Sent:** Thu Nov 17 11:34:54 2011  
**Subject:** Re: OPA Statements

Suggest that OPA drop the phrase "with the government". There is no value to that specificity.

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George Nutter  
Manager, Energy Communications  
Communications Branch  
Ministry of Energy &  
Ministry of Infrastructure  
416-326-9602 Queen's Park  
647-220-1183 Mobile

Sent from my BlackBerry® wireless device

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**From:** Botond, Erika (ENERGY)  
**To:** Kovesfalvi, Sylvia (ENERGY); Dunn, Ryan (ENERGY); Kett, Jennifer (ENERGY)  
**Cc:** Kulendran, Jesse (ENERGY); Nutter, George (ENERGY); Gemmiti, Paola (ENERGY)  
**Sent:** Thu Nov 17 11:32:42 2011  
**Subject:** Re: OPA Statements

To be clear - with the contract cxl'd - does that mean the opa will not work with greenfield to find a new location for sure? I thought that discussions would continue - this is just the next step to ensure ratepayers are protected. This reads now like it's back over to the gov't to make a decision on location ...

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**From:** Kovesfalvi, Sylvia (ENERGY)  
**To:** Botond, Erika (ENERGY); Dunn, Ryan (ENERGY); Kett, Jennifer (ENERGY)  
**Cc:** Kulendran, Jesse (ENERGY); Nutter, George (ENERGY); Gemmiti, Paola (ENERGY)  
**Sent:** Thu Nov 17 11:18:06 2011  
**Subject:** OPA Statements

Hi all – Below are the latest versions of OPA statements I have – Jesse do you have anything more recent?

**OPA DRAFT- 15 NOV 2011 -2:00 pm - OPA NOT PROCEEDING WITH CONTRACT FOR MISSISSAUGA POWER PLANT**

TORONTO, November 16, 2011- The Ontario Power Authority announced today, that despite best efforts to work with Greenfield South Power Corporation, is not proceeding with the contract for Greenfield's Mississauga power plant..

After several weeks of discussions it has become clear that Greenfield South has no intent to consider relocation and continues construction. In light of this, the company has been notified that OPA is not proceeding with the contract. Greenfield is financially liable for any further investments in the project.

The OPA will continue to work with the government to identify another site for the gas plant based on local generation needs and transmission and distribution support to ensure a long-term reliable supply of electricity.

OPA Statement – 16 NOV 2011 - In the event construction stops/negotiations continue (which I understand is now off the table):

OPA has reached an agreement with Greenfield Power Corporation to immediately stop construction of Greenfield's power plant in Mississauga. OPA and Greenfield are now negotiating an agreement to relocate the plant. OPA will not make any further comments while the negotiations are underway.

## **Fisher, Petra (ENERGY)**

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**From:** Kulendran, Jesse (ENERGY)  
**Sent:** November-17-11 2:12 PM  
**To:** Lindsay, David (ENERGY)  
**Cc:** Silva, Joseph (ENERGY)  
**Subject:** Statements

Deputy,

Here's the latest latest versions of the statement. We'll chat with you about tomorrow's rollout.

### **MINISTRY STATEMENT – 17 NOV 2011 – Noon**

STATEMENT FROM ONTARIO MINISTER OF ENERGY CHRIS BENTLEY

XX November 2011

We made a specific commitment to residents in Mississauga and Etobicoke to relocate the gas generating plant currently under construction.

We listened to local concerns from all residents, taking into consideration the changes in the area, including residential development since the plant was proposed.

We heard that our current process to locate gas plants needed to improve - we committed to relocating the plant and are reviewing the process of how gas plants are located in communities – this will guide our future plans. The best interests of Ontarians and their communities are our number one priority.

After several weeks of discussions between the Ontario Power Authority and the owners of the plant, the Ontario Power Authority has informed the corporation that it is taking the next step in this process and is not proceeding with its contract. No agreement has been reached to stop construction and relocate.

Ontario families and businesses need a reliable supply of clean power for our homes and businesses - we intend to honour our commitment to relocate the gas generation plant as quickly as possible.

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### **OPA STATEMENT – 17 NOV 2011 – 2pm**

#### **OPA NOT PROCEEDING WITH CONTRACT FOR MISSISSAUGA POWER PLANT**

TORONTO, November 16, 2011- The Ontario Power Authority announced today, that despite best efforts to work with Greenfield South Power Corporation, is not proceeding with the contract for Greenfield's Mississauga power plant.

After several weeks of discussions it has become clear that Greenfield South has no intent to consider relocation. In light of this, OPA has notified the company that OPA is not proceeding with the contract. Greenfield is financially liable for any further investments in the project. OPA will pursue discussions with Greenfield to reach an agreement to stop construction.

-30-



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Jesse Kulendran · Senior Coordinator, Policy & Special Projects  
Office of the Deputy Minister · Ministry of Energy  
Tel.: 416-327-7025 · Blackberry: 416-206-1394

## **Fisher, Petra (ENERGY)**

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**From:** Nutter, George (ENERGY)  
**Sent:** November-17-11 2:29 PM  
**To:** Danyluk, Erica (CAB); McMichael, Rhonda (CAB)  
**Cc:** Gemmiti, Paola (ENERGY); Kovesfalvi, Sylvia (ENERGY); Botond, Erika (ENERGY); Calwell, Carolyn (ENERGY); Jennings, Rick (ENERGY); King, Ryan (ENERGY)  
**Subject:** Greenfield South  
**Attachments:** 2011-11-16 Minister's Statement - ENERGY.DOC

Hi Rhonda, Erica –

After review, we are back to the wording as provided you this morning, and down to this one version.

George Nutter  
Manager, Energy Communications  
Communications Branch  
Ministry of Energy  
Ministry of Infrastructure

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[george.nutter@ontario.ca](mailto:george.nutter@ontario.ca)

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**STATEMENT FROM ONTARIO MINISTER OF ENERGY CHRIS BENTLEY**

November XX, 2011

We made a specific commitment to residents in Mississauga and Etobicoke to relocate the gas generating plant currently under construction.

We listened to local concerns from all residents, taking into consideration the changes in the area, including residential development since the plant was proposed.

We heard that our current process to locate gas plants needed to improve - we committed to relocating the plant and are reviewing the process of how gas plants are located in communities – this will guide our future plans. The best interests of Ontarians and their communities are our number one priority.

After several weeks of discussions between the Ontario Power Authority and the owners of the plant, no agreement has been reached to stop construction and relocate.

The Ontario Power Authority has informed the corporation that it is taking the next step in this process and is not proceeding with its contract.

Ontario families and businesses need a reliable supply of clean power for our homes and businesses - we intend to honour our commitment to relocate the gas generation plant as quickly as possible.

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

**ontario.ca/energy-news**  
*Disponible en français*

Paul Gerard, Communications Branch, 416-327-7226  
[Paul.gerard@ontario.ca](mailto:Paul.gerard@ontario.ca)

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

## Fisher, Petra (ENERGY)

---

**From:** Danyluk, Erica (CAB)  
**Sent:** November-17-11 2:41 PM  
**To:** Nutter, George (ENERGY)  
**Subject:** RE: Greenfield South

Hi George -

Do you know why we have gone from two versions to a single option? My understanding was that we were planning for both scenarios? If you could provide the rationale I would appreciate it.

thx.

**Erica Danyluk**

Senior Advisor, Cabinet Office Communications  
(p) 416.325.1179, (f) 416.325.1979  
[erica.danyluk@ontario.ca](mailto:erica.danyluk@ontario.ca)

---

**From:** Nutter, George (ENERGY)  
**Sent:** November 17, 2011 2:29 PM  
**To:** Danyluk, Erica (CAB); McMichael, Rhonda (CAB)  
**Cc:** Gemmiti, Paola (ENERGY); Kovesfalvi, Sylvia (ENERGY); Botond, Erika (ENERGY); Calwell, Carolyn (ENERGY); Jennings, Rick (ENERGY); King, Ryan (ENERGY)  
**Subject:** Greenfield South

Hi Rhonda, Erica –

After review, we are back to the wording as provided you this morning, and down to this one version.

George Nutter  
Manager, Energy Communications  
Communications Branch  
Ministry of Energy  
Ministry of Infrastructure

4th fl. Hearst Block  
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## Fisher, Petra (ENERGY)

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**From:** Nutter, George (ENERGY)  
**Sent:** November-17-11 2:46 PM  
**To:** Danyluk, Erica (CAB)  
**Subject:** Re: Greenfield South

It looks very unlikely that second scenario will occur.

-----  
George Nutter  
Manager, Energy Communications  
Communications Branch  
Ministry of Energy &  
Ministry of Infrastructure  
416-326-9602 Queen's Park  
647-220-1183 Mobile

Sent from my BlackBerry® wireless device

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**From:** Danyluk, Erica (CAB)  
**To:** Nutter, George (ENERGY)  
**Sent:** Thu Nov 17 14:41:10 2011  
**Subject:** RE: Greenfield South

Hi George -

Do you know why we have gone from two versions to a single option? My understanding was that we were planning for both scenarios? If you could provide the rationale I would appreciate it.

thx.

**Erica Danyluk**

Senior Advisor, Cabinet Office Communications  
(p) 416.325.1179, (f) 416.325.1979  
[erica.danyluk@ontario.ca](mailto:erica.danyluk@ontario.ca)

---

**From:** Nutter, George (ENERGY)  
**Sent:** November 17, 2011 2:29 PM  
**To:** Danyluk, Erica (CAB); McMichael, Rhonda (CAB)  
**Cc:** Gemmiti, Paola (ENERGY); Kovesfalvi, Sylvia (ENERGY); Botond, Erika (ENERGY); Calwell, Carolyn (ENERGY); Jennings, Rick (ENERGY); King, Ryan (ENERGY)  
**Subject:** Greenfield South

Hi Rhonda, Erica –

After review, we are back to the wording as provided you this morning, and down to this one version.

George Nutter



Manager, Energy Communications  
Communications Branch  
Ministry of Energy  
Ministry of Infrastructure

4th fl. Hearst Block  
900 Bay Street  
Queen's Park, Toronto  
Ontario, Canada M7A 2E1

416-326-9602 office  
416-326-3947 fax

[george.nutter@ontario.ca](mailto:george.nutter@ontario.ca)

---

## Fisher, Petra (ENERGY)

---

**From:** Botond, Erika (ENERGY)  
**Sent:** November-17-11 2:49 PM  
**To:** Nutter, George (ENERGY); Danyluk, Erica (CAB); McMichael, Rhonda (CAB)  
**Cc:** Gemmiti, Paola (ENERGY); Kovesfalvi, Sylvia (ENERGY); Calwell, Carolyn (ENERGY); Jennings, Rick (ENERGY); King, Ryan (ENERGY)  
**Subject:** RE: Greenfield South

One small change – let's break up this sentence and change 'our' to 'the' so it now reads:

We heard that the current process to locate gas plants needed to improve. We committed to relocating the plant and are reviewing the process of how gas plants are located in communities – this will guide our future plans. The best interests of Ontarians and their communities are our number one priority.

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---

## Fisher, Petra (ENERGY)

---

**From:** Danyluk, Erica (CAB)  
**Sent:** November-17-11 2:51 PM  
**To:** Nutter, George (ENERGY)  
**Subject:** FW: Greenfield South

George - can you please forward a revised version based on this input that can be sent to PO?

### Erica Danyluk

Senior Advisor, Cabinet Office Communications  
(p) 416.325.1179, (f) 416.325.1979  
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**Sent:** November-17-11 3:06 PM  
**To:** Botond, Erika (ENERGY); Kulendran, Jesse (ENERGY); Dunning, Rebecca (ENERGY); 'SOM.Jennifer.Kett@ontario.ca'; MacLennan, Craig (ENERGY); Kett, Jennifer (ENERGY)  
**Cc:** Jennings, Rick (ENERGY); Sharkawi, Rula (ENERGY); Gemmiti, Paola (ENERGY); Nutter, George (ENERGY); Kovesfalvi, Sylvia (ENERGY); Silva, Joseph (ENERGY)  
**Subject:** Re: OPA STATEMENT

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Carolyn

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**Sent:** Thu Nov 17 14:53:42 2011  
**Subject:** RE: OPA STATEMENT

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**Subject:** OPA STATEMENT

OPA STATEMENT – 17 NOV 2011 – 2pm

### OPA NOT PROCEEDING WITH CONTRACT FOR MISSISSAUGA POWER PLANT

TORONTO, November 16, 2011- The Ontario Power Authority announced today, that despite best efforts to work with Greenfield South Power Corporation, is not proceeding with the contract for Greenfield's Mississauga power plant.

After several weeks of discussions between the Ontario Power Authority and the company, no agreement has been reached to stop construction and relocate. In light of this, the OPA notified the company today they will not proceed with the contract. Greenfield is financially liable for any further investments in the project.

-30-





## **Fisher, Petra (ENERGY)**

---

**From:** Botond, Erika (ENERGY)  
**Sent:** November-17-11 3:09 PM  
**To:** Nutter, George (ENERGY); Danyluk, Erica (CAB); McMichael, Rhonda (CAB)  
**Cc:** Gemmiti, Paola (ENERGY); Kovesfalvi, Sylvia (ENERGY); Calwell, Carolyn (ENERGY); Jennings, Rick (ENERGY); King, Ryan (ENERGY)  
**Subject:** RE: Greenfield South  
**Attachments:** 2011-11-17 Minister's Statement - 3 PM - MO approved.DOC

One last change (sorry, minister is weighing in)

Removed best interests of Ontarians .... Long story - doesn't need to be there

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**Cc:** Gemmiti, Paola (ENERGY); Kovesfalvi, Sylvia (ENERGY); Botond, Erika (ENERGY); Calwell, Carolyn (ENERGY); Jennings, Rick (ENERGY); King, Ryan (ENERGY)  
**Subject:** Greenfield South

Hi Rhonda, Erica –

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George Nutter  
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---

**STATEMENT FROM ONTARIO MINISTER OF ENERGY CHRIS BENTLEY**

November 18, 2011

We made a specific commitment to residents in Mississauga and Etobicoke to relocate the gas generating plant currently under construction.

We listened to local concerns from all residents, taking into consideration the changes in the area, including residential development since the plant was proposed.

We heard that the current process to locate gas plants needed to improve. We committed to relocating the plant and are reviewing the process of how gas plants are located in communities – this will guide our future plans.

After several weeks of discussions between the Ontario Power Authority and the owners of the plant, no agreement has been reached to stop construction and relocate.

The Ontario Power Authority has informed the corporation that it is taking the next step in this process and is not proceeding with its contract.

Ontario families and businesses need a reliable supply of clean power for our homes and businesses - we intend to honour our commitment to relocate the gas generation plant as quickly as possible.

---

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

**ontario.ca/energy-news**  
*Disponible en français*

Paul Gerard, Communications Branch, 416-327-7226  
[Paul.gerard@ontario.ca](mailto:Paul.gerard@ontario.ca)

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

## **Fisher, Petra (ENERGY)**

---

**From:** Nutter, George (ENERGY)  
**Sent:** November-17-11 3:38 PM  
**To:** Botond, Erika (ENERGY); Danyluk, Erica (CAB); McMichael, Rhonda (CAB)  
**Cc:** Gemmiti, Paola (ENERGY)  
**Subject:** RE: Greenfield South

Hi Erika --

Could you let me know whether you wish the statement to be posted on Newsroom as a bulletin, posted instead on our website only, or if it will simply be walked around the gallery and sent by you to select media.

BTW I have French already, based on the last version you sent around (3pm).

Please let me know so I can tee things up with our web folks.

George Nutter  
Manager, Energy Communications  
Communications Branch  
Ministry of Energy  
Ministry of Infrastructure

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One last change (sorry, minister is weighing in)

Removed best interests of Ontarians .... Long story - doesn't need to be there

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**Subject:** Greenfield South

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## Cayley, Daniel (ENERGY)

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**From:** King, Ryan (ENERGY)  
**Sent:** November-17-11 3:57 PM  
**To:** England, Michael (ENERGY)  
**Cc:** Silva, Joseph (ENERGY); Kulendran, Jesse (ENERGY)  
**Subject:** RE: For Review: OPA Q3 Supply Report

Hi Michael,

When it comes to OPA reports it's an across the board exercise. We received the report via Communications (who coordinated) and offered our comments flagging a couple of issues (noted a little bit lower in the email). From the trail it appears REE also provided comments and a final was sent to the MO this afternoon.

We have not seen the final, nor do I recall being asked to provide a briefing note. We did flag the following items regarding not listing Atikokan and TBay directives as well as the listing of Greenfield South.

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**From:** England, Michael (ENERGY)  
**Sent:** November 17, 2011 3:50 PM  
**To:** King, Ryan (ENERGY)  
**Cc:** Silva, Joseph (ENERGY); Kulendran, Jesse (ENERGY)  
**Subject:** RE: For Review: OPA Q3 Supply Report

Hi Ryan,

Just trying to get up to speed on the various reports floating around the Ministry - my understanding is that your shop has been coordinating OPA supply reports and putting together a briefing note, Ministry comments, etc.

If so, can you please let me know where we're at with this one?

---

**From:** Silva, Joseph (ENERGY)  
**Sent:** November 17, 2011 1:57 PM  
**To:** England, Michael (ENERGY)  
**Subject:** FW: For Review: OPA Q3 Supply Report

---

**From:** Bacci, Gloria (ENERGY)  
**Sent:** November 17, 2011 1:47 PM  
**To:** Botond, Erika (ENERGY); Dunn, Ryan (ENERGY); Kett, Jennifer (OPO); Kulendran, Jesse (ENERGY); Silva, Joseph (ENERGY)  
**Cc:** Nutter, George (ENERGY); Biggs, Megan (ENERGY)  
**Subject:** RE: For Review: OPA Q3 Supply Report

Hi all,

Just to keep you in the loop: Our renewable energy division has reviewed the supply report and has no concerns.

Thx.

**From:** Bacci, Gloria (ENERGY)  
**Sent:** November 15, 2011 2:03 PM  
**To:** Botond, Erika (ENERGY); Dunn, Ryan (ENERGY); Kett, Jennifer (OPO); Kulendran, Jesse (ENERGY); Silva, Joseph (ENERGY)  
**Cc:** Nutter, George (ENERGY); Biggs, Megan (ENERGY)  
**Subject:** RE: For Review: OPA Q3 Supply Report  
**Importance:** High

Hi again,

OPA has given us more time to review. We now have until end of day Friday.

Also, the OPA asked that I flag the following: Colin Andersen requested that a footnote be added to the last page of the report regarding Green field South, which reads:

**“[1] The Government of Ontario has announced its intention to relocate the Greenfield South Generating Station.**

This statement has been signed off by OPA legal.

Thanks,

Gloria

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**From:** Bacci, Gloria (ENERGY)  
**Sent:** November 15, 2011 12:06 PM  
**To:** Botond, Erika (ENERGY); Dunn, Ryan (ENERGY); Kett, Jennifer (OPO); Kulendran, Jesse (ENERGY); Silva, Joseph (ENERGY)  
**Cc:** Nutter, George (ENERGY); Biggs, Megan (ENERGY)  
**Subject:** For Review: OPA Q3 Supply Report  
**Importance:** High

Good afternoon all,

The OPA has sent over its draft Q3 Supply Report, attached with feedback from Comms.

ESTDP had the following comments:

- **On the “status of directive” page they don’t list the Atikokan or Thunder Bay directives. It’s not essential that they be there, but it seems a little strange that they’ve been omitted. Also, Greenfield South is listed as a contracted facility under development.**

We are waiting for feedback from REE, which should come through by end of day. I will forward it to you.

Can you please review/approve the supply report? OPA has asked for it back by **end of day November 16.**

Thank you,

Gloria

GLORIA BACCI-PUHL | SENIOR COMMUNICATIONS ADVISOR | MINISTRY OF ENERGY & MINISTRY OF INFRASTRUCTURE |  
416.212.7920 | [gloria.bacci@ontario.ca](mailto:gloria.bacci@ontario.ca)



Please consider the environment before printing this e-mail

## Cayley, Daniel (ENERGY)

---

**From:** Calwell, Carolyn (ENERGY)  
**Sent:** November-17-11 4:20 PM  
**To:** Botond, Erika (ENERGY); Kovesfalvi, Sylvia (ENERGY); Kulendran, Jesse (ENERGY); Dunning, Rebecca (ENERGY); Kett, Jennifer (OPO); MacLennan, Craig (ENERGY); Kett, Jennifer (ENERGY)  
**Cc:** Jennings, Rick (ENERGY); Sharkawi, Rula (ENERGY); Gemmiti, Paola (ENERGY); Nutter, George (ENERGY); Silva, Joseph (ENERGY)  
**Subject:** RE: OPA STATEMENT

I have now had a chance to check the draft letter from the OPA. It refers to "will not proceed". That said, I am not concerned about the Minister saying "is not proceeding".

To explain, I was concerned about the Minister stating that "the OPA notified Greenfield today" – in fact, the OPA notified Greenfield last Monday that it "would not proceed with the Contract". I didn't want to leave room for anyone to say that the Minister misstated when the OPA notified Greenfield and what it said.

Carolyn

---

**From:** Botond, Erika (ENERGY)  
**Sent:** November 17, 2011 4:12 PM  
**To:** Kovesfalvi, Sylvia (ENERGY); Calwell, Carolyn (ENERGY); Kulendran, Jesse (ENERGY); Dunning, Rebecca (ENERGY); Kett, Jennifer (OPO); MacLennan, Craig (ENERGY); Kett, Jennifer (ENERGY)  
**Cc:** Jennings, Rick (ENERGY); Sharkawi, Rula (ENERGY); Gemmiti, Paola (ENERGY); Nutter, George (ENERGY); Silva, Joseph (ENERGY)  
**Subject:** Re: OPA STATEMENT

Not fussed to keep it consistent. But not sure I understand the difference.

---

**From:** Kovesfalvi, Sylvia (ENERGY)  
**To:** Calwell, Carolyn (ENERGY); Botond, Erika (ENERGY); Kulendran, Jesse (ENERGY); Dunning, Rebecca (ENERGY); Kett, Jennifer (OPO); MacLennan, Craig (ENERGY); Kett, Jennifer (ENERGY)  
**Cc:** Jennings, Rick (ENERGY); Sharkawi, Rula (ENERGY); Gemmiti, Paola (ENERGY); Nutter, George (ENERGY); Silva, Joseph (ENERGY)  
**Sent:** Thu Nov 17 16:10:31 2011  
**Subject:** RE: OPA STATEMENT

Hi – CO has asked if Legal has any concern with our Minister's statement saying "is not proceeding" with the contract.

OPA's statement says "will not proceed" with the contract – and Legal has asked that Letter 2 reflect the "will not proceed" language in tomorrow's letter.

Carolyn, can you let me know – thanks very much.

---

**From:** Calwell, Carolyn (ENERGY)  
**Sent:** November 17, 2011 3:06 PM  
**To:** Botond, Erika (ENERGY); Kulendran, Jesse (ENERGY); Dunning, Rebecca (ENERGY); Kett, Jennifer (OPO); MacLennan, Craig (ENERGY); Kett, Jennifer (ENERGY)  
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**OPA STATEMENT – 17 NOV 2011 – 2pm**

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-30-

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Jesse Kulendran · Senior Coordinator, Policy & Special Projects  
Office of the Deputy Minister · Ministry of Energy  
Tel.: 416-327-7025 · Blackberry: 416-206-1394

## Cayley, Daniel (ENERGY)

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**Cc:** Silva, Joseph (ENERGY); Kulendran, Jesse (ENERGY)  
**Subject:** RE: For Review: OPA Q3 Supply Report

Thanks Ryan,

Much appreciated, we'll wait to hear back from MO then.

Michael.

---

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**Sent:** November 17, 2011 3:57 PM  
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**Cc:** Nutter, George (ENERGY); Biggs, Megan (ENERGY)  
**Subject:** For Review: OPA Q3 Supply Report  
**Importance:** High

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Gloria

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Please consider the environment before printing this e-mail

## Fisher, Petra (ENERGY)

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**From:** Kovesfalvi, Sylvia (ENERGY)  
**Sent:** November-17-11 5:26 PM  
**To:** Sharkawi, Rula (ENERGY); 'Kristin Jenkins'; Kulendran, Jesse (ENERGY); Botond, Erika (ENERGY); Silva, Joseph (ENERGY)  
**Cc:** Gemmiti, Paola (ENERGY); Nutter, George (ENERGY)  
**Subject:** QA/Messaging  
**Attachments:** Greenfield QA - Nov17 (Letter2)5pm.TRACKED.doc; Greenfield QA - Nov17 (Letter2)5pm.CLEAN.doc

Here is the latest (tracked and clean).

This has not been vetted by LEGAL and POLICY in this format (but the content has in other formats so we should be close to final). I will send final approved as soon as I can.

---

**From:** Kovesfalvi, Sylvia (ENERGY)  
**Sent:** November 17, 2011 3:52 PM  
**To:** Sharkawi, Rula (ENERGY); 'Kristin Jenkins'; Kulendran, Jesse (ENERGY); Botond, Erika (ENERGY)  
**Subject:** RE: QA/Messaging

If the latest as of yesterday is of any help – it's attached.

But even this has changed – am updating now.

---

**From:** Sharkawi, Rula (ENERGY)  
**Sent:** November 17, 2011 3:46 PM  
**To:** 'Kristin Jenkins'; Kulendran, Jesse (ENERGY); Botond, Erika (ENERGY); Kovesfalvi, Sylvia (ENERGY)  
**Subject:** RE: QA/Messaging

It is the latest for now. Sylvia is updating and will send along when final, which will be soon.

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**From:** Kristin Jenkins [mailto:Kristin.Jenkins@powerauthority.on.ca]  
**Sent:** November 17, 2011 2:49 PM  
**To:** Kulendran, Jesse (ENERGY); Botond, Erika (ENERGY); Sharkawi, Rula (ENERGY)  
**Subject:** QA/Messaging

Is this still the most recent draft?

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## 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).

### **Current Status**

- On November 14, 2011, the OPA sent the first letter to Greenfield South, **requesting** that Greenfield stop construction and signalling OPA will not proceed with contract if negotiations are not successful. If agreement is not reached to stop construction while continuing to negotiate, the OPA will send a second letter **requiring** Greenfield South to stop construction and indicating OPA will not proceed with the contract. -

## WHO SAYS WHAT – General Guidelines

|              | MINISTER  | OPA   |
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| Key Messages | <p><b>SCENARIO A – OPA advises Greenfield that it will not proceed with the contract and construction does not stop</b></p> <p><u>We made a specific commitment to residents in Mississauga and Etobicoke to relocate the gas generating plant currently under construction.</u></p> <p><u>We listened to local concerns from all residents, taking into consideration the changes in the area, including residential development since the plant was proposed.</u></p> <p><u>We heard that the current process to locate gas plants needed to improve. We committed to relocating the plant and are reviewing the process of how gas plants are located in communities – this will guide our future plans.</u></p> <p><u>After several weeks of discussions between the Ontario Power Authority and the owners of the plant, no agreement has been reached to stop construction and relocate.</u></p> <p><u>The Ontario Power Authority has informed the corporation that it is taking the next step in this process and is not proceeding with its contract.</u></p> <p><u>Ontario families and businesses need a reliable supply of clean power for our homes and businesses.</u></p> <p><u>We intend to honour our commitment to relocate the gas generation plant as quickly as possible.</u></p> <p><u>The OPA has advised us that after several weeks of discussions between the Ontario Power Authority and the owners of the plant, no agreement has been reached to stop construction and relocate.</u></p> | <p><i>Despite best efforts to work with Greenfield South Power Corporation, <u>OPA will not bwe are not</u> proceeding with the contract for Greenfield's Mississauga power plant.-</i></p> <p><i>After several weeks of discussions <del>it has become clear that Greenfield South has no intent to consider relocation and continues construction, no agreement has been reached to stop construction and relocate.</del> In light of this, we have notified Greenfield that we are not proceeding with the contract. Greenfield is financially liable for any further investments in the project.</i></p> <p><i>The OPA will continue to work with the government to identify another site for the gas plant based on local generation needs and transmission and distribution support to ensure a long-term reliable supply of electricity.</i></p> |

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|  | <p><del>The Ontario Power Authority has informed Greenfield South that it is taking the next step in this process and will not proceed with its contract.</del></p> <p><del>Ontario families and businesses need a reliable supply of clean power for our homes and businesses.</del></p> <p><del>The government intends to honour our commitment to relocate the gas generation plant.</del></p> <p><del>The best interests of Ontarians and their communities are our number one priority.</del></p> <p><b><u>SCENARIO B – OPA advised Greenfield that it will not proceed with the contract and agreement is reached to stop construction</u></b></p> <p>The OPA continues to negotiate with Greenfield South.</p> <p>While negotiations continue, Greenfield South has agreed to stop construction immediately.</p> <p>We are pleased with this progress and look forward to a satisfactory resolution.</p> | <p><i>(this section requires OPA input)</i></p> <p><i>We are continuing to negotiate with Greenfield South.</i></p> <p><i>While negotiations continue, Greenfield South has agreed to stop construction immediately.</i></p> <p><i>We are continuing our discussions with Greenfield South and hope to reach a satisfactory resolution.</i></p> |
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|  | The government will continue to ensure that the best interests of Ontario's communities and ratepayers remain the primary priority.  |   |
|  | <p><b><u>SCENARIO C – If letter/letters become public</u></b></p> <p><del>Despite OPA's best efforts, negotiations were not successful.</del></p> <p>OPA has decided that the contract will 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 has an important and cost-effective role in building a cleaner, more modern electricity system that meets Ontario's energy needs.</p> <p><del>To ensure Ontario is following best practices, the government will look at the gas plant siting process. It has already started to investigate how siting is dealt with in other jurisdictions and this investigation will continue.</del></p> <p>The government remains committed to providing a strong, stable supply of electricity for Ontario. We also remain committed to those making investments in Ontario's electricity system.</p> | <p><del>Despite our best efforts, negotiations were not successful.</del></p> <p><i>We have decided that the contract will 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 has 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> |

**Comment [C1]:** This scenario doesn't require this statement.

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| <p><u>Letters</u></p>  | <p>The government will continue to ensure that the best interests of Ontario's communities and ratepayers remain the primary priority.</p>  |   |
| <p>What does/do these letters mean?</p>  | <p><del>It/they mean the government supports OPA's decision to not proceed with the contract with Greenfield South. We made a specific commitment to residents in Mississauga and Etobicoke to relocate the gas generating plant currently under construction. The OPA has been working hard to come to a fair resolution.</del></p> <p><del>Unfortunately after several weeks of discussion with the corporate owners of the plant, they have not been able to come to a resolution. Not proceeding with the contract is simply the next step in the process to ensure ratepayers are protected.</del></p> | <p><del>It/they mean <u>that</u> the OPA recognized the best next step for all parties involved – ratepayers, the developer and OPA – was not to proceed with the contract. The OPA decided to not to proceed with the contract and the government indicated their support.</del></p> |
| <p>Does this mean construction stops immediately?</p>                                | <p><u>We intend to relocate the plant.</u></p>  |   |
| <p>What kind of penalty does the developer face if they don't stop construction?</p> | <p><u>This means the OPA will no longer proceed with the contract and Greenfield is financially liable for any further investments in the project. This is in the best interests of Ontarians and their communities are our primary priority. It's important that the OPA continue to try and work with the company to resolve this in as quickly and fairly a way as possible.</u></p>   | <p><del>This means we will no longer proceed with the contract and Greenfield is financially liable for any further investments in the project. That is what we asked and that is our expectation.</del></p>  |
| <p>Why did negotiations fail?</p>  | <p><del>That is what the OPA asked and that is our expectation.</del></p>   |   |
|  |   | <p><del>The developer will not be able to recover its costs of ongoing construction. We have asked them to stop and that it our expectation.</del></p>  |

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|  | <p><del>The developer will not be able to recover its costs of ongoing construction. We expect Greenfield to stop construction. Not proceeding with the contract means Greenfield is financially liable for any further investments in the project. This next step will protect Ontario ratepayers from any future costs.</del></p>   |  |
| How long did the OPA give it? How extensive have the discussions been?   | <p><del>For several weeks, the Ontario Power Authority has been in discussions with the owners of the plant. They have been unable to come to a resolution on this issue.</del></p> <p><del>The OPA has notified the corporation that it is taking the next step in this process and will not proceed with its contract.</del></p>  | <p><del>We could not reach an agreement <u>with the plant owners.</u></del></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><del>Ontario families and businesses need a reliable supply of clean power for our homes and businesses. We intend to honour our commitment to relocate the gas generation plant. The best interests of Ontarians and their communities are our primary priority. The OPA and the developer could not reach an agreement.</del></p> <p><del>I understand the OPA and developer have been speaking frequently for the past month. There have been several weeks of discussion between the OPA and Greenfield but the parties have been unable to come to a resolution on the issue.</del></p> | <p><del>We have been speaking frequently with the developer for the past month.</del></p>                  |
| What does “most appropriate way to allocate compensation between the OPA and Crown” mean?  | <p><del>The OPA has informed the corporation that it is taking the next step in this process and will not proceed with its contract.</del></p>  | <p><del>This is a unique case and these circumstances do not apply to other contracts or issues.</del></p> |
| Exactly how much is it   | <p><del>We made a specific commitment to residents in Mississauga and Etobicoke to relocate the gas generating plant currently under construction. There have been significant changes to the area since the plant was originally approved in 2004, including the construction of several residential buildings. We listened to local concerns from all</del></p>   |  |

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| going to cost to cancel this contract?  | <u>residents. We heard concerns about the location of the plant. We committed to relocating the plant and are reviewing the process of how gas plants are located in communities – this will guide our future plans.</u> ▲   | <del>It means</del>  |
| How long will settlement negotiations take? Is there a drop-dead date?                    | <del>This is a unique case and these circumstances do not apply to other contracts or issues.</del>  | <del>It means</del> that we will sit down together to determine how to share the cost of not proceeding with the contract, giving full recognition to ratepayer value and contractual obligations. |
| Are these letters precedent-setting? Has the Ministry or OPA sent similar letters before? | It means that we will sit down together to determine how to share the cost of not proceeding with the contract, giving full recognition to ratepayer value and contractual obligations.  | We are committed to finding a fair resolution that upholds ratepayer value.  |
| <u>Contract Termination</u>   |  |  |
| Has the contract been terminated?   | <del>That has yet to be determined. The OPA is committed to resolving this matter with ratepayer value top of mind. The OPA is working hard to come to a fair resolution. Unfortunately, after several weeks of discussion with the corporate owners of the plant, they have not agreed to stop construction and relocate. Not proceeding with the contract is simply the next step in the process to ensure ratepayers are protected.</del> ▲ | We will take the time needed to find a fair solution.  |

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| Who terminated the contract?                                      | <del>The OPA will take the time necessary to come to a fair resolution. We intend to honour our commitment to relocate the gas generation plant. The OPA is working hard to come to a fair resolution. This is simply the next step in the process to ensure ratepayers are protected.</del>   | 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.   |
| Why was the contract terminated? Were other solutions not viable? |  | <del>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. Despite best efforts to work with Greenfield South Power Corporation, OPA will not be proceeding with the contract for Greenfield's Mississauga power plant. After several weeks of discussions, no agreement has been reached to stop construction and relocate. In light of this, we have notified Greenfield that we are not proceeding with the contract. Greenfield is financially liable for any further investments in the project.</del> |
| Did the OPA terminate the contract at the government's request?   | No. Such letters are not precedent-setting. <u>This is a natural course of business.</u> Our government conducts business on behalf of the people of Ontario in an open and transparent manner.  |  |
| Why wasn't the contract terminated sooner?                        | <del>The OPA is in discussions with Greenfield South. The OPA has notified Greenfield South that it will not be proceeding with the contract if negotiations are not successful. In the meantime, the OPA has asked Greenfield South to stop construction at the site. The OPA is working hard to come to a fair resolution. Unfortunately, after several weeks of discussion with the corporate owners of the plant, Greenfield has not agreed to stop construction and relocate. Not</del> | <p>Formatted: Underline</p> <p><b><u>IF SECOND LETTER IS SENT</u></b><br/> <u>The OPA requires Greenfield South to stop construction at the site</u></p> <p><del>After pursuing discussions to reach a negotiated</del></p> <p>Formatted: Underline</p>  |

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| <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>proceeding with the contract is simply the next step in the process to ensure ratepayers are protected.</u></p>  | <p><del>agreement. We have notified Greenfield South that the OPA is not proceeding with the contract.</del></p> <p><del>We informed Greenfield that we will not proceed with the contract. Contract negotiations are commercially sensitive. These discussions are confidential. We will continue to negotiate in the best interests of Ontarians.</del></p>  |
| <p>Will Greenfield South be the company to build the relocated plant? Do you have assurances from them on that?</p>   | <p><b><u>IF SECOND LETTER IS SENT</u></b></p> <p><u>The Ontario Power Authority informed the corporation that it will not proceed with its contract. Not proceeding with the contract is simply the next step in the process to ensure ratepayers are protected.</u></p> <p><del>Following discussions with Greenfield South, OPA decided that not proceeding with the contract would best serve the public's interest.</del></p> <p><del>Contract negotiations are commercially sensitive. These discussions are confidential. We are confident the OPA is working in the best interests of Ontarians. We made a specific commitment to residents in Mississauga and Etobicoke to relocate the gas generating plant currently under construction. For several weeks, the Ontario Power Authority has been in discussion with the owners of the plant. They have not agreed to stop construction and relocate.</del></p> | <p><u>Despite best efforts to work with Greenfield South Power Corporation, OPA will not be proceeding with the contract for Greenfield's Mississauga power plant. After several weeks of discussions, no agreement has been reached to stop construction and relocate. In light of this, we have notified Greenfield that we are not proceeding with the contract. Greenfield is financially liable for any further investments in the project.</u></p> |
| <p>Will you put this back out to tender?</p>  | <p><u>The OPA has informed Greenfield that it is taking this step in the process and will not proceed with the contract. Contract negotiations are commercially sensitive. These discussions are confidential.</u></p>   | <p><del>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.</del></p>  |
| <p>What is the process for finding another site?</p>  | <p><u>The OPA has informed Greenfield that it is taking this step in the process and will not proceed with the contract. Contract negotiations are commercially sensitive. These discussions are confidential.</u></p>   | <p><del>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.</del></p>  |
| <p>How come you've cancelled the plants in Mississauga and</p>  | <p>The OPA, as the contract holder, has been in discussions with</p>   |  |

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| <p>Oakville but not in Northern York Region?</p> | <p>Greenfield South to resolve this matter <del>in the best interests of Ontarians.</del> <del>Following discussions with Greenfield South, OPA decided that not proceeding with the contract best serves the public's interest.</del> <del>We support the OPA's decision.</del></p> <p><del>For several weeks, the OPA has been in discussion with the owners of the plant; they have not agreed to stop construction and relocate.</del></p> <p><del>The OPA has informed the corporation that it is taking the next step in this process and will not proceed with its contract. Not proceeding with the contract is simply the next step in the process to ensure ratepayers are protected.</del></p> <p>Discussions began as soon as they could between OPA and Greenfield South. <del>This decision is the result of those discussions.</del> <del>We want to resolve this in a fair way and these discussions take time.</del> <del>This is simply the next step in the process to ensure ratepayers are protected.</del></p> <p>The OPA will pursue further discussions with Greenfield South, <del>and we expect them to find a satisfactory resolution.</del></p> <p><del>The OPA will pursue further discussions with Greenfield South to</del></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> <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><u>We will work with the government to identify a process that takes into consideration system planning requirements and can accommodate changes that we might make as a result of the plant siting review.</u></i><br/> <i><del>This will require further consideration, but we will</del></i></p> |
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|  | <p><del>find a satisfactory resolution. Discussions are ongoing. We intend to honour our commitment to relocate the gas generation plant. Ontario families need a reliable supply of clean power for our homes and businesses. T</del></p> <p><del>Discussions are ongoing. We intend to honour our commitment to relocate the gas generation plant. Ontario families need a reliable supply of clean power for our homes and businesses. The OPA will pursue further discussions with Greenfield South to find a satisfactory resolution.</del></p> <p><del>We will work with the OPA to identify a process that takes into consideration system planning requirements and can accommodate changes that we might make as a result of the plant siting review. The OPA is best able to answer this. We can confirm that the site selection will include public consultation.</del></p> <p>These are two very different situations.</p> <p>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><del>consider local generation needs and transmission and distribution support. Once options are identified, the public will be consulted.</del></p> <p>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.</p> |
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| <b>Construction</b>  | <b><u>IF GREENFIELD STOPS CONSTRUCTION:</u></b>   |  |
| When will construction stop now that Greenfield has agreed to stop work while negotiations continue? | We understand that Greenfield South agreed to stop construction immediately. <u>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.</u>   | <del>We have asked the developer to stop work at the site. We have an agreement from Greenfield South to stop construction immediately.</del>  |
| What kind of penalty does the developer face if they don't stop construction?                        | The developer will not be able to recover its costs of ongoing construction. <del>We expect Greenfield to stop construction.</del>  | <del>The developer will not be able to recover its costs of ongoing construction. We have asked them to stop and that is our expectation.</del>  |
| How much will the construction completed to date cost ratepayers?                                    |   | <del>We are committed to finding a fair resolution that upholds ratepayer value.</del>   |
| Why did it take so long to stop construction?  | That has yet to be determined. The OPA is committed to resolving this matter with ratepayer value top of mind. <u>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>  | <del>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.</del>  |
| Now that the OPA has terminated the contract, will work stop at the site?                            | Discussions began as soon as they could between OPA and Greenfield South. <del>The agreement to stop construction is the result of these discussions.</del><br><br>My understanding is that the OPA has notified the developer that it will not be proceeding with the contract. <del>The OPA has asked the developer to stop work at the site.</del> | <del>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.</del> |

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| Will legislation be required to stop construction?  |   | <i>The government is best able to answer this question.</i>   |
| Minister, your spokesperson said that legislation was not needed, is this true?                           | <p><del>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—we are hopeful that Greenfield South will work with the OPA to find a satisfactory resolution.</del></p> <p><del>Legislation is an option, however, we are hopeful that Greenfield South will work with the OPA to find a satisfactory resolution. It is our expectation the OPA and Greenfield South will work together to find a satisfactory resolution.</del></p> <p><del>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.</del></p> | <i>The government is best able to answer this question.</i>   |
| <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, <del>and these circumstances do not apply to other contracts or issues.</del></p> <p>Like any other business, energy partners work together to respond to changing conditions. Contracts are renegotiated or terminated on</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> |

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| What's the status of negotiations with TransCanada?                                  | a small and large scale across businesses of all types.  | <i>Discussions with TransCanada continue. We do not have an update at this time.</i>   |
| Will the cost of these contract cancellations be made public knowledge at some time? | Discussions with TransCanada continue. We do not have an update at this time.<br><br><u>Discussions are ongoing.</u> Our government is committed to conducting business in an open and transparent manner. <del>We will provide what we can when we can.</del> | <i>Contracts are commercially sensitive. It is up to the developer to determine what they are willing to make public and when.</i> |
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## **MEDIA PROTOCOL**

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

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

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- 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).

## **Current Status**

- On November 14, 2011, the OPA sent the first letter to Greenfield South, **requesting** that Greenfield stop construction and signalling OPA will not proceed with contract if negotiations are not successful. If agreement is not reached to stop construction while continuing to negotiate, the OPA will send a second letter **requiring** Greenfield South to stop construction and indicating OPA will not proceed with the contract.

## WHO SAYS WHAT – General Guidelines

|              | MINISTER   | OPA   |
|--------------|--|---|
| Key Messages | <p><b><u>SCENARIO A – OPA advises Greenfield that it will not proceed with the contract and construction does not stop</u></b></p> <p>We made a specific commitment to residents in Mississauga and Etobicoke to relocate the gas generating plant currently under construction.</p> <p>We listened to local concerns from all residents, taking into consideration the changes in the area, including residential development since the plant was proposed.</p> <p>We heard that the current process to locate gas plants needed to improve. We committed to relocating the plant and are reviewing the process of how gas plants are located in communities – this will guide our future plans.</p> <p>After several weeks of discussions between the Ontario Power Authority and the owners of the plant, no agreement has been reached to stop construction and relocate.</p> <p>The Ontario Power Authority has informed the corporation that it is taking the next step in this process and is not proceeding with its contract.</p> <p>Ontario families and businesses need a reliable supply of clean power for our homes and businesses.</p> <p>We intend to honour our commitment to relocate the gas generation plant as quickly as possible.</p> | <p><i>Despite best efforts to work with Greenfield South Power Corporation, OPA will not be proceeding with the contract for Greenfield's Mississauga power plant.</i></p> <p><i>After several weeks of discussions, no agreement has been reached to stop construction and relocate. In light of this, we have notified Greenfield that we are not proceeding with the contract. Greenfield is financially liable for any further investments in the project.</i></p> <p><i>The OPA will continue to work with the government to identify another site for the gas plant based on local generation needs and transmission and distribution support to ensure a long-term reliable supply of electricity.</i></p> |

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|  | <p><b><u>SCENARIO B – OPA advised Greenfield that it will not proceed with the contract and agreement is reached to stop construction</u></b></p> <p>The OPA continues to negotiate with Greenfield South.</p> <p>While negotiations continue, Greenfield South has agreed to stop construction immediately.</p> <p>We are pleased with this progress and look forward to a satisfactory resolution.</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>(this section requires OPA input)</i></p> <p><i>We are continuing to negotiate with Greenfield South.</i></p> <p><i>While negotiations continue, Greenfield South has agreed to stop construction immediately.</i></p> <p><i>We are continuing our discussions with Greenfield South and hope to reach a satisfactory resolution.</i></p>   |
|  | <p><b><u>SCENARIO C – If letter/letters become public</u></b></p> <p>OPA has decided that the contract will 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 has an important and cost-effective role in building a cleaner, more modern electricity system that meets Ontario's energy needs.</p> | <p><i>We have decided that the contract will 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 has an important and cost-effective role in building a cleaner, more modern electricity system that meets Ontario's energy</i></p> |

**Comment [C1]:** This scenario doesn't require this statement.





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| <p><b>Why did negotiations fail?</b></p>   | <p>For several weeks, the Ontario Power Authority has been in discussions with the owners of the plant. They have been unable to come to a resolution on this issue.</p> <p>The OPA has notified the corporation that it is taking the next step in this process and will not proceed with its contract.</p> <p>Ontario families and businesses need a reliable supply of clean power for our homes and businesses. We intend to honour our commitment to relocate the gas generation plant. The best interests of Ontarians and their communities are our primary priority.</p> | <p><i>We could not reach an agreement with the plant owners.</i></p>  |
| <p><b>How long did the OPA give it? How extensive have the discussions been?</b></p>   | <p>There have been several weeks of discussion between the OPA and Greenfield but the parties have been unable to come to a resolution on the issue.</p> <p>The OPA has informed the corporation that it is taking the next step in this process and will not proceed with its contract.</p>   | <p><i>We have been speaking frequently with the developer for the past month.</i></p>   |
| <p><b>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?</b></p> | <p>We made a specific commitment to residents in Mississauga and Etobicoke to relocate the gas generating plant currently under construction. There have been significant changes to the area since the plant was originally approved in 2004, including the construction of several residential buildings. We listened to local concerns from all residents. We heard concerns about the location of the plant. We committed to relocating the plant and are reviewing the process of how gas plants are located in communities – this will guide our future plans.</p>         |   |
| <p><b>What does “most appropriate way to allocate compensation between the OPA and Crown” mean?</b></p>  | <p>It means that we will sit down together to determine how to share the cost of not proceeding with the contract, giving full recognition to ratepayer value and contractual obligations.</p>   | <p><i>It means that we will sit down together to determine how to share the cost of not proceeding with the contract, giving full recognition to ratepayer value and contractual obligations.</i></p> |

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| Exactly how much is it going to cost to cancel this contract?                             | The OPA is working hard to come to a fair resolution. Unfortunately, after several weeks of discussion with the corporate owners of the plant, they have not agreed to stop construction and relocate. Not proceeding with the contract is simply the next step in the process to ensure ratepayers are protected.        | <i>We are committed to finding a fair resolution that upholds ratepayer value.</i>   |
| How long will settlement negotiations take? Is there a drop-dead date?                    | We intend to honour our commitment to relocate the gas generation plant. The OPA is working hard to come to a fair resolution. This is simply the next step in the process to ensure ratepayers are protected.  | <i>We will take the time needed to find a fair solution.</i>   |
| Are these letters precedent-setting? Has the Ministry or OPA sent similar letters before? | No. Such letters are not precedent-setting. This is a natural course of business. Our government conducts business on behalf of the people of Ontario in an open and transparent manner.  | <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>  |
| <b><u>Contract Termination</u></b>  |   |  |
| Has the contract been terminated?   | The OPA is working hard to come to a fair resolution. Unfortunately, after several weeks of discussion with the corporate owners of the plant, Greenfield has not agreed to stop construction and relocate. Not proceeding with the contract is simply the next step in the process to ensure ratepayers are protected. . | <i>Despite best efforts to work with Greenfield South Power Corporation, OPA will not be proceeding with the contract for Greenfield's Mississauga power plant. After several weeks of discussions, no agreement has been reached to stop construction and relocate. In light of this, we have notified Greenfield that we are not proceeding with the</i> |

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| <b>Who terminated the contract?</b>                                      | The Ontario Power Authority informed the corporation that it will not proceed with its contract. Not proceeding with the contract is simply the next step in the process to ensure ratepayers are protected.  | <i>contract. Greenfield is financially liable for any further investments in the project.</i>   |
| <b>Why was the contract terminated? Were other solutions not viable?</b> | <p>We made a specific commitment to residents in Mississauga and Etobicoke to relocate the gas generating plant currently under construction. For several weeks, the Ontario Power Authority has been in discussion with the owners of the plant. They have not agreed to stop construction and relocate.</p> <p>The OPA has informed Greenfield that it is taking this step in the process and will not proceed with the contract. Contract negotiations are commercially sensitive. These discussions are confidential.</p> | <p><i>We informed Greenfield that we will not proceed with the contract.</i></p> <p><i>Despite best efforts to work with Greenfield South Power Corporation, OPA will not be proceeding with the contract for Greenfield's Mississauga power plant. After several weeks of discussions, no agreement has been reached to stop construction and relocate. In light of this, we have notified Greenfield that we are not proceeding with the contract. Greenfield is financially liable for any further investments in the project.</i></p> |
| <b>Did the OPA terminate the contract at the government's request?</b>   | <p>The OPA, as the contract holder, has been in discussions with Greenfield South to resolve this matter .</p> <p>For several weeks, the OPA has been in discussion with the owners of the plant; they have not agreed to stop construction and relocate.</p> <p>The OPA has informed the corporation that it is taking the next step in this process and will not proceed with its contract. Not proceeding with the contract is simply the next step in the process to ensure ratepayers are protected.</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>Contract negotiations are commercial sensitive and we cannot say more than that.</i></p>  |
| <b>Why wasn't the contract terminated sooner?</b>                        | Discussions began as soon as they could between OPA and Greenfield South. We want to resolve this in a fair way and these discussions take time. This is simply the next step in the process to ensure ratepayers are protected.  | <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>   |

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| <b>If the OPA is terminating the contract, how can you get the company to work with the OPA to relocate the site?</b> | The OPA will pursue further discussions with Greenfield South.   | <i>We will pursue further discussions with Greenfield South.</i>  |
| <b>Will Greenfield South be the company to build the relocated plant? Do you have assurances from them on that?</b>   | Discussions are ongoing. We intend to honour our commitment to relocate the gas generation plant. Ontario families need a reliable supply of clean power for our homes and businesses. T   | <i>We expect to continue discussions with Greenfield South and hope to reach a satisfactory resolution.</i>   |
| <b>Will you put this back out to tender?</b>  | Discussions are ongoing. We intend to honour our commitment to relocate the gas generation plant. Ontario families need a reliable supply of clean power for our homes and businesses.   | <i>We expect to continue discussions with Greenfield South and hope to reach a satisfactory resolution.</i>   |
| <b>What is the process for finding another site?</b>  | We will work with the OPA to identify a process that takes into consideration system planning requirements and can accommodate changes that we might make as a result of the plant siting review.  | <i>We will work with the government to identify a process that takes into consideration system planning requirements and can accommodate changes that we might make as a result of the plant siting review.</i>   |
| <b>How come you've cancelled the plants in Mississauga and Oakville but not in Northern York Region?</b>              | These are two very different situations.<br><br>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. | <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> |

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| <p><b><u>Construction</u></b></p> <p><b>Now that the OPA has terminated the contract, will work stop at the site?</b></p> <p><b>Will legislation be required to stop construction?</b></p> <p><b>Minister, your spokesperson said that legislation was not needed, is this true?</b></p> | <p>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>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, we are hopeful that Greenfield South will work with the OPA to find a satisfactory resolution.</p> <p>Legislation is an option, however, we are hopeful that Greenfield South will work with the OPA to find a satisfactory resolution.</p> | <p><i>We have asked the developer to stop work at the site</i></p> <p><i>The government is best able to answer this question.</i></p> <p><i>The government is best able to answer this question.</i></p> |
| <p><b><u>Contract Value</u></b></p> <p><b>Why should anyone want to contract with OPA or government after this?</b></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. 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><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. .</i></p>                       |



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| <p><b>What's the status of negotiations with TransCanada?</b></p>                                  | <p>Discussions with TransCanada continue. We do not have an update at this time.</p>                                  | <p><i>Discussions with TransCanada continue. We do not have an update at this time.</i></p>   |
| <p><b>Will the cost of these contract cancellations be made public knowledge at some time?</b></p> | <p>Discussions are ongoing. Our government is committed to conducting business in an open and transparent manner.</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> |
| <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>                            | <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>   | <p>Unrelated content removed [REDACTED]</p> <p>[REDACTED]</p>   |

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## **Cayley, Daniel (ENERGY)**

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**From:** Calwell, Carolyn (ENERGY)  
**Sent:** November-17-11 5:35 PM  
**To:** Perun, Halyna N. (ENERGY)  
**Subject:** Greenfield South

For your consideration:

A short update. The OPA plans to send its second letter to Greenfield tomorrow advising that the OPA will not proceed with the contract and requiring Greenfield to stop construction. You saw the draft letter last week. The OPA and the Minister of Energy will issue statements shortly thereafter relating to the OPA's decision not to proceed with the contract. The Minister expects to be scrummed tomorrow morning. Talks between the OPA and Greenfield are expected to continue over the week.

This communication may be solicitor/client privileged and contain confidential information only intended for the person(s) to whom it is addressed. Any dissemination or use of this information by others than the intended recipient(s) is prohibited. If you have received this message in error please notify the writer and permanently delete the message and all attachments. Thank you.

## **Cayley, Daniel (ENERGY)**

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**From:** Calwell, Carolyn (ENERGY)  
**Sent:** November-17-11 6:00 PM  
**To:** Kovesfalvi, Sylvia (ENERGY)  
**Cc:** King, Ryan (ENERGY)  
**Subject:** FW: QA/Messaging (FINAL!?)  
**Attachments:** Greenfield QA - Nov17 (Letter2)5pm.TRACKED.doc; Greenfield QA - Nov17 (Letter2)5pm.CLEAN.doc

**Importance:** High

I took a last look and made a few changes. I honestly can't follow which answers go with which questions. If further review is required, I need a clean copy and I need the most recent changes highlighted, please.

Carolyn

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**From:** Kovesfalvi, Sylvia (ENERGY)  
**Sent:** November 17, 2011 5:31 PM  
**To:** Calwell, Carolyn (ENERGY); King, Ryan (ENERGY)  
**Subject:** QA/Messaging (FINAL!?)  
**Importance:** High

Good evening –

Can you stand to look at this one more time??!!!

I've used most of the content from MO-approved version (with exception of clearly political messaging) so should be no surprises/changes.

Many thanks.



## **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).

## **Current Status**

- On November 14, 2011, the OPA sent the first letter to Greenfield South, **requesting** that Greenfield stop construction and signalling OPA will not proceed with contract if negotiations are not successful. If agreement is not reached to stop construction while continuing to negotiate, the OPA will send a second letter **requiring** Greenfield South to stop construction and indicating OPA will not proceed with the contract. -