

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.

“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, provided that where such Person is a non-share capital corporation, in respect of which the majority of the members of the board of directors are appointed by the Lieutenant Governor in Council or a member of the Executive Council of Ontario, such Person shall be considered to be Controlled by the Government of Ontario.

“Credit Facility” means any loans, notes, bonds, letter of credit facilities, 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 Greenfield that is security for any indebtedness, liability or obligation of Greenfield, 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 or Greenfield, as applicable.

“Facility” means the natural gas fuelled combined cycle generating facility being constructed at 2315 Loreland Avenue, Mississauga, ON, L4 2A6, commonly known as Greenfield South Generating Station.

“Facility Equipment” means any materials, products, equipment, machinery, components or apparatus which does or will form part of the Facility.

“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 Government of Ontario, the Independent Electricity System Operator, the Ontario Energy Board, the Electrical

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Safety Authority, and any Person acting under the authority of any Governmental Authority, but excluding the Ontario Power Authority.

“Independent Engineer” means is an engineer who has been selected by the OPA and acceptable to Greenfield, that is:

- (i) a professional engineer duly qualified and licensed to practice engineering in the Province of Ontario; and
- (ii) employed by an independent engineering firm which holds a certificate of authori ation issued by the Professional Engineers Ontario that is not affiliated with or directly or indirectly Controlled by Greenfield or the OPA and that does not have a vested interest in the design, engineering, procurement, construction and/or testing of the Facility.

“Losses” means, any and all loss, liability, cost, claim, interest, fine, penalty, assessment, damages available at law or in equity, expense, including the costs and expenses of any action, application, claim, complaint, suit, proceeding, demand, assessment, judgement, settlement or compromise relating thereto (including the costs, fees and expenses of legal counsel on a substantial indemnity basis without reduction for tariff rates or similar reductions and all reasonable costs of investigation) or diminution of value.

“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 or Greenfield, as applicable.

“Relocated Equipment” has the meaning given to that term in Section 2.1(a).

“Relocated Facility” has the meaning given to that term in Section 2.6.

“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.

“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 laydown lands in the vicinity of the Facility, if any.

“Supplier” means any Person engaged to supply Facility Equipment.

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“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	Copy of Certificate of Approval-Air number 2023-7H MWV

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.

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.

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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 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.

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 at the Facility and to 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 the Suppliers to cease manufacturing the Facility Equipment, except for the gas turbines, the HRSG, the transformers, and the pumps (the "**Relocated Equipment**"). Suppliers may continue to manufacture the Relocated Equipment and Greenfield shall continue to perform its payment and other obligations under the contracts relating to the manufacture and supply of the Relocated Equipment. Greenfield shall not permit any of the Facility Equipment to be delivered to the Site. Greenfield shall arrange for suitable storage for the Relocated Equipment as completed pending relocation to the Relocated Facility and all costs for the transportation, insurance and storage of the Relocated Equipment, pending relocation thereof to the Relocated Facility, shall be dealt with in accordance Section 2.2. **[NTD: Reimbursement has been deleted from this paragraph as it is already covered in Section 2.2 which addresses the costs of complying with Section 2.1(a).]**
- (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, with the costs of maintaining such safety and security and the costs of such insurance to be included in the costs provided for in Section 2.2(a).

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- (c) Within thirty (30) days after the Effective Date, Greenfield shall apply for a review of Certificate of Approval-Air number 2023-7H MVW (a copy of which is attached as Exhibit B) 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 Certificate of Approval-Air for the Facility, and, to the extent permitted, Greenfield shall request that consideration of the application be expedited.
- (d) Greenfield shall not at any time (i) reapply for an environmental compliance approval for the Facility or for any other electricity generation facility at the Site, and (ii) recommence any construction activity in connection with the Facility at the Site.

2.2 Payment of Costs

- (a) The OPA shall be responsible for and shall reimburse Greenfield for: (i) all costs incurred by Greenfield or for which Greenfield is or may become liable in complying with the obligations of Greenfield set out in Section 2.1(a) and Section 2.1(b), and (ii) all costs incurred by Greenfield in connection with the development and construction of the Facility prior to the Effective Date and becoming due on or after the Effective Date, which have not been advanced, drawn, or committed to be advanced or drawn, on any Credit Facility. **[NTD: We would normally expect that all costs of Affiliates would flow back to Greenfield, who would then pass the cost on to the OPA, so we do not understand the need to include Affiliates in this provision.]**
- (b) Greenfield shall provide an Independent Engineer with a detailed list of all costs incurred by Greenfield up to the Effective Date in connection with the design, development, permitting and construction of the Facility, including without limitation in respect of engineering, design, permitting, letter of credit interest and other development costs excluding any such costs which have been paid for or reimbursed by draws or advances from any Credit Facility, (the “**Equity Sunk Costs**”), along with such documentation as is reasonably required by the Independent Engineer to substantiate such Equity Sunk Costs and confirm that such costs have not been paid for or reimbursed by draws or advances from any Credit Facility. The OPA shall reimburse Greenfield for the Equity Sunk Costs in accordance with Section 2.2(e).
- (c) The OPA shall indemnify, defend and hold harmless each of Greenfield and **[insert name of General Contractor]** and each of their respective Representatives (collectively, the “**Greenfield Indemnified Parties**”) from and against any and all Losses of the Greenfield Indemnified Parties relating to, arising out of, or resulting from the cessation of construction of the Facility, including, without limitation, Losses arising from any claims by Contractors, Suppliers, Governmental Authorities and employees, provided that such Losses are not the result of any negligence or wilful misconduct of any Greenfield Indemnified Party.

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- (d) The Parties acknowledge that the OPA has, upon execution of this Agreement, provided to Greenfield, security for the performance of the OPA's indemnity and other obligations set out in Section 2.2 in an amount equal to ● in the form attached as Exhibit A (the "**Costs Security**"). If the OPA fails to pay any amount certified by the Independent Engineer as being properly owing under this Agreement as set out in Section 2.2(e) or fails to comply with its indemnity obligations under Section 2.2(c), Greenfield shall have the right to draw such unpaid amount from the Costs Security, provided that Greenfield provides the OPA with **[ten (10)]** Business Days' prior notice of its intent to draw on the Costs Security and at the end of such notice period, such unpaid amount remains outstanding.
- (e) Greenfield shall submit detailed invoices for the costs referred to in Section 2.2(a), in connection with Equity Sunk Costs, and any other amounts payable by the OPA to Greenfield under this Agreement to the Independent Engineer. The Independent Engineer shall, within ten (10) Business Days after receipt of such detailed invoices and any required supporting documentation, issue a certificate certifying the amount payable in connection with such detailed invoices under this Agreement. The OPA shall, within five (5) Business Days after receipt of such certificate from the Independent Engineer, pay Greenfield the amount certified by the Independent Engineer.
- (f) Notwithstanding any provision in this Agreement to the contrary, to the extent the OPA is liable to Greenfield for any costs charged by a Person who does not deal at Arm's Length with Greenfield, such cost shall be deemed to exclude the amount that is in excess of the costs that would have been charged had such Person been at Arm's Length with Greenfield.

2.3 *Intentionally Deleted*

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 any required 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) The OPA shall pay to the Secured Lenders all accrued and unpaid interest and any make whole payments or breakage fees 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 in exchange for

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full and final releases from the Secured Lenders of all obligations of Greenfield **[and its Affiliates]** under the Credit Facilities and the Secured Lender's Security Agreements held by such Secured Lenders and the release of all security held by such Secured Lenders on and against the Site, the Facility and all other property and assets of Greenfield **[and its Affiliates]**.**[NTD: Why does the security relate to any of the assets of the Affiliates?]**

- (c) Greenfield shall not grant any security interests in the Facility, the Facility Equipment and the Site, and shall keep title to the Facility, the Facility Equipment and the Site free and clear of all encumbrances. Greenfield shall not sell, transfer, dispose of, or otherwise enter into any agreement (directly or indirectly) relating to the ownership of the Facility, Facility Equipment or the Site, without the OPA's prior written consent, which consent may be withheld in the OPA's sole and absolute discretion.
- (d) The Parties agree that any amounts paid by the OPA pursuant to Section 2.5(b) shall be reflected in any quantification of damages under this Agreement and/or any adjustment to the "Net Revenue Requirement" under the Amended ARCES.

2.6 Good Faith Negotiations

Greenfield and the OPA agree to work together in good faith to determine a suitable site for a new nominal 300 MW natural gas fuelled combined cycle generating facility (the "**Relocated Facility**") and the OPA shall in good faith cooperate with and assist Greenfield in obtaining all licenses, permits, certificates, registrations, authorizations, consents or approvals issued by Governmental Authorities and required for the development, construction and operation of the Relocated Facility. In addition, Greenfield and the OPA agree to work together in good faith to negotiate an amendment to the ARCES Contract so that it relates to and applies to the Relocated Facility (the "**Amended ARCES**"). The Amended ARCES shall provide for (i) such amendments to the ARCES as are required to reflect the fact that the Relocated Facility is at a different location, (ii) the opportunity for Greenfield to engage the OPA in good faith negotiations during the term of the Amended ARCES regarding potential opportunities to expand the Relocated Facility by an incremental 300 MW depending upon system needs, IESO requirements and other technical and commercial factors, and (iii) a level of completion and performance security that is **[fifty percent (50%)]** less than that set out in the ARCES Contract.

2.7 Power and Authority

- (a) The OPA represents and warrants in favour of Greenfield that it has the corporate power and capacity to enter into this Agreement and to perform its obligations hereunder and this Agreement has been duly authorized by all required board approvals on the part of the OPA. This Agreement has been duly executed and delivered by the OPA and is a legal, valid and binding obligation of the OPA, enforceable against the OPA in accordance with its terms. The execution and delivery of this Agreement by the OPA and the performance by the OPA of its obligations hereunder will not result in the violation of or constitute a default under applicable law or any judgment, decree, order or award of any Governmental Authority having jurisdiction over the OPA. The OPA has received or obtained all directives, consents (other than those contemplated to be obtained

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hereunder after the Effective Date) and other authori ations required to be received or obtained as a condition to the entering into of this Agreement by the OPA and the performance of its obligations hereunder.

- (b) Greenfield represents and warrants in favour of the OPA that it has the corporate power and capacity to enter into this Agreement and to perform its obligations hereunder and this Agreement has been duly authori ed by all required board and shareholder approvals on the part of Greenfield. This Agreement has been duly executed and delivered by Greenfield and is a legal, valid and binding obligation of Greenfield, enforceable against Greenfield in accordance with its terms. The execution and delivery of this Agreement by Greenfield and the performance by Greenfield of its obligations hereunder will not result in the violation of or constitute a default under applicable law or any judgment, decree, order or award of any Governmental Authority having jurisdiction over Greenfield. Greenfield has received or obtained all consents (other than those contemplated to be obtained hereunder after the Effective Date) and other authori ations required to be received or obtained as a condition to the entering into of this Agreement by Greenfield and the performance of its obligations hereunder.

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. nless 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.
- (c) Where Greenfield is the Receiving Party, Greenfield may disclose Confidential Information to any Secured Lender or prospective lender or investor and its advisors, to the extent necessary, for securing financing for the Relocated Facility, provided that any such prospective lender or investor has been informed of the

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Supplier's confidentiality obligations hereunder and such prospective lender or investor has covenanted in favour of the OPA to hold such Confidential Information confidential and entered into a Confidentiality undertaking in substantially the form set out in Exhibit W to the ARCES Contract or in a similar form prepared by Greenfield and approved by the OPA.

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.

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 agrees to provide a copy of any FIPPA Records that it previously provided to the OPA if Greenfield continues to possess such FIPPA Records in a deliverable form at the time of the OPA's request. If Greenfield 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

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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 “with prejudice” communication, provided that such “with prejudice” communication does not include or refer, either directly or indirectly, to any without prejudice and privileged discussions, communications and correspondence. **[NTD: Section 3.5 should be deleted. Everything should be “with prejudice” once agreement signed][NTD: It is the OPA’s intent that this agreement would be “with prejudice” but that the subsequent negotiations for a Relocated Facility would be on a “without prejudice” basis.]**

ARTICLE 4 TERM AND EXPIRY

4.1 Term and Expiry

- (a) The term of this Agreement shall be effective from the Effective Date for a period of 60 days and shall automatically expire at the end of such 60 day period, 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 and may be further extended for an agreed upon period of time with the mutual agreement in writing of the OPA and Greenfield.
- (b) Upon expiry of the term 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 in accordance with Section 4.2;
 - (ii) Greenfield shall return to the OPA any remaining portion of the Costs Security at such time as Greenfield is satisfied, acting reasonably, that it does not have and is not likely to have any further obligations for costs or

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other liabilities in respect of the cessation of construction of the facility as contemplated by Section 2.2, or for which the OPA may be liable to indemnify any of the Greenfield Indemnified Parties under Section 2.2(c), provided that in no event shall such period of time extend beyond sixty (60) days following the expiry of the term of this Agreement; and

- (iii) subject to Section 7.10, no Party shall have any further obligations hereunder.

4.2 Damages

If the ARCES Contract is terminated in accordance with Section 4.1(b)(i) or Section 7.1(a) of this Agreement, Greenfield's damages shall be determined as the net present value of the net revenues from the Facility that are forecast to be earned by Greenfield during the "Term" (as defined in the ARCES Contract), taking into account any actions that Greenfield should reasonably be expected to take to mitigate the effect of the termination of the ARCES Contract. **[NTD: This language is derived from the determination of the Discriminatory Action Compensation payment set out in Article 13 of the ARCES Contract.]**

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 Lake Shore Blvd. West
Suite 401
Toronto, Ontario M8V 3Y3

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

and to: McMillan LLP
Brookfield Place
181 Bay Street, Suite 4400
Toronto, Ontario M5J 2T3

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

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

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Attention: Michael Lyle, General Counsel
Facsimile: (416) 6 -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(d) 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.

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

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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. [NTD: Being reviewed by Greenfield.]

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 **[ten (10)]** Business Days after written notice of such failure from Greenfield, the ARCES Contract shall be terminated and the amount owed by the OPA to Greenfield shall be determined in accordance with Section 4.2.
- (b) If Greenfield fails to perform any covenant or obligation set forth in Section 2.1(a), Section 2.1(c), Section 2.1(d) or Section 2.5(c) of this Agreement and such failure is not remedied within **[ten (10)]** 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.

7.2 Injunctive and Other Relief

Each of Greenfield and the OPA acknowledge that a breach of this Agreement by the other Party, including, without limitation, Section 2.1, 2.2, 2.5, and Article 3 shall cause irreparable harm to the non breaching Party, and that the injury to non breaching Party shall be difficult to calculate and inadequately compensable in damages. The breaching Party agrees that the non breaching Party 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 the breaching Party.

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 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) to determine any amounts owing or payable pursuant to Sections 2.2(a), 2.2(b), 2.2(c) and 2.5(b). 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.

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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 and during the term 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 within the control of Greenfield 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.][NTD: This is from the ARCES Contract. Why has it been deleted?]**

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 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 the prior written consent of the other Party. Notwithstanding the foregoing and Article 3, following execution of this Agreement, the OPA and its Representatives shall be permitted to make a public announcement, which is provided to Greenfield in advance, 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 revocation of the permit set out in Section 2.1(c) in the circumstances described therein, and (iii) further negotiations between the OPA and Greenfield to determine the ultimate resolution of the relocation 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

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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 Greenfield, without the prior written consent of the OPA, which consent shall not be unreasonably withheld; provided that Greenfield may without the consent of the OPA assign this Agreement and all benefits and obligations hereunder to the Affiliate which will develop, construct, own and operate the Relocated Facility as contemplated by Section 2.6, provided that the assignee agrees in writing in a form satisfactory to the OPA, acting reasonably, to assume and be bound by the terms and conditions of this Agreement. **[NTD: This was deleted because some of the obligations of Greenfield are specific to the Site and need to remain with Greenfield.]**
- (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; provided that the OPA shall have the right to assign this Agreement and all benefits and obligations hereunder without the consent of Greenfield to the Government of Ontario or any corporation owned or Controlled by the Government of Ontario with a credit rating that is equal to or better than the OPA's credit rating, and which assumes all of the obligations and liabilities of the 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, Section 2.2, 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

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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 No Third-Party Beneficiaries

This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

7.14 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.

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.

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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 of the Facility Relocation 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- 6 -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 Facility Relocation 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 8, International Chamber of Commerce publication No. 50 and, as to matters not addressed by the ISP 8, 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

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EXHIBIT B
COPY OF CERTIFICATE OF APPROVAL-AIR NUMBER 2023-7HUMVW

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AND WITHOUT PREJUDICE NOVEMBER 18, 2011**FACILITY RELOCATION AND SETTLEMENT AGREEMENT**

This Facility Relocation and Settlement Agreement (the “**Agreement**”) is dated as of the ● day of November, 2011 (the “**Effective Date**”) between Greenfield South Power Corporation (“**Greenfield**”), and the Ontario Power Authority (the “**OPA**”) ~~and Eastern Power Limited (“**Eastern Power**”)~~. Greenfield, and 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 12th day of April, 2005 and amended and restated as of the 16th 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 of Ontario committed to relocate the Facility;

AND WHEREAS Greenfield has, as a result of the commitment of the Government of Ontario to relocate the Facility and at the request of the OPA, agreed to stop construction work on the Facility and the OPA and Greenfield have agreed to relocate the Facility, all 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:

“**Affiliate**” of a Person means any Person that ~~directly or indirectly~~ Controls, is Controlled by, or is under common Control with, that Person.

“**Amended ARCES**” has the meaning given to that term in Section 2.6.

“**Arm’s Length**” means, with respect to two or more Persons, that such Persons are not related to each other within the meaning of subsections 251(2), (3), (3.1), (3.2), (4), (5) and (6) of the *Income Tax Act* (Canada) or that such Persons, as a matter of fact, deal with each other at a particular time at arm’s length.

“**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,

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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.

“**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, provided that where such Person is a non-share capital corporation, in respect of which the majority of the members of the board of directors are appointed by the Lieutenant Governor in Council or a member of the Executive Council of Ontario, such Person shall be considered to be Controlled by the Government of Ontario.

“**Credit Facility**” means any loans, notes, bonds, letter of credit facilities, 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~~ Greenfield that is security for any indebtedness, liability or obligation of Greenfield, 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, or ~~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.

“**Facility Equipment**” means any materials, products, equipment, machinery, components or apparatus which does or will form part of the Facility.

“**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 Government of

Ontario, 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.

“Independent Engineer” means is an engineer who has been selected by the OPA and acceptable to Greenfield, that is:

- (i) a professional engineer duly qualified and licensed to practice engineering in the Province of Ontario; and
- (ii) employed by an independent engineering firm which holds a certificate of authorization issued by the Professional Engineers Ontario that is not affiliated with or directly or indirectly Controlled by Greenfield or the OPA and that does not have a vested interest in the design, engineering, procurement, construction and/or testing of the Facility.

“Losses” means, any and all loss, liability, cost, claim, interest, fine, penalty, assessment, damages available at law or in equity, expense, including ~~liquidated damages, break fees, make whole payments and~~ the costs and expenses of any action, application, claim, complaint, suit, proceeding, demand, assessment, judgement, settlement or compromise relating thereto (including the costs, fees and expenses of legal counsel on a ~~full~~ substantial indemnity basis without reduction for tariff rates or similar reductions and all reasonable costs of investigation) or diminution of value.

“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, or Greenfield ~~and Eastern Power~~, as applicable.

“Relocated Equipment” has the meaning given to that term in Section 2.1(a).

“Relocated Facility” has the meaning given to that term in Section 2.6.

“Representatives” means a Party’s directors, officers, employees, auditors, consultants (including economic and legal advisors), contractors and agents and those of its ~~a~~ 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.

“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 laydown lands in the vicinity of the Facility, if any.

~~**“Subject Equipment”** has the meaning given to that term in Section 2.1(a).~~

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

“**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 <u>B</u>	Copy of Certificate of Approval-Air 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.

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.

ARTICLE 2 COVENANTS

2.1 Cessation of Construction

- (a) Greenfield shall forthwith cease construction of the Facility and any part thereof and shall ~~exercise all rights available to it, including under the applicable contracts, to~~ cause all of its Contractors to cease any work at the Facility and to 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 ~~exercise all rights available to it, including under the applicable contracts, to cause the Suppliers of the materials, products, equipment, machinery, components and apparatus to be incorporated into the Facility set out on Schedule 2.1(a) (the "Subject Equipment")~~ cause the Suppliers to cease manufacturing the Subject Equipment. ~~Greenfield shall instruct the Suppliers of all other materials, products, equipment, machinery, components or apparatus other than the Subject Equipment, including for greater certainty~~ Facility Equipment, except for the gas turbines, the HRSG, the transformers, and the pumps (the "Relocated Equipment"), ~~to~~ Suppliers may continue to manufacture the Relocated Equipment and Greenfield shall continue to perform its payment and other obligations under the contracts relating to the manufacture and supply of the Relocated Equipment ~~and the OPA shall be responsible for and shall reimburse Greenfield for all amounts payable under such contracts for the Relocated Equipment~~. Greenfield shall not permit any of the ~~Subject Equipment or any of the Relocated Equipment (including for greater certainty the gas turbines)~~ Facility Equipment to be delivered to the Site ~~during the term of this Agreement~~. Greenfield shall arrange for suitable storage for the Relocated Equipment as completed pending relocation to the Relocated Facility and ~~the OPA shall be responsible for and reimburse Greenfield for all amounts~~

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~~payable all costs~~ for the transportation, insurance and storage of the Relocated Equipment, pending relocation thereof to the Relocated Facility. ~~—, shall be dealt with in accordance Section 2.2. [NTD: Reimbursement has been deleted from this paragraph as it is already covered in Section 2.2 which addresses the costs of complying with Section 2.1(a).]~~

- (b) Notwithstanding Section 2.1(a), Greenfield shall, or shall ~~exercise all rights available to it, including under the applicable contracts, to~~ 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, with the costs of maintaining such safety and security and the costs of such insurance to be included in the costs provided for in Section 2.2(a).
- (c) Within thirty (30) days after the ~~later of the date upon which Greenfield has obtained a satisfactory Certificate of Approval-Air with respect to the Relocated Facility and the date upon which Greenfield and the OPA have entered into the contract for the Relocated Facility contemplated by Section 2.6:~~
- (i) ~~Effective Date,~~ Greenfield shall apply for a review of Certificate of Approval-Air number 2023-7HUMVW (a copy of which is attached as Exhibit ~~CB~~) 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 Certificate of Approval-Air for the Facility; ~~and~~
- (ii) ~~Greenfield shall request in writing that Electricity Generation Licence EG 2009 0023 (a copy of which is attached as Exhibit D) be [amended] [pursuant to section 77(5) of the Ontario Energy Board Act, 1998] [NTD: This Licence is not site specific and therefore should not be cancelled, but rather will be used for the Relocated Facility] In both cases, and,~~ to the extent permitted, Greenfield shall request that consideration of the application ~~or request~~ be expedited.
- (d) Greenfield shall not at any time (i) reapply for an ~~electricity generation licence or an~~ environmental compliance approval for the Facility or for any other electricity generation facility; ~~in each case, at the Site, and (ii) recommence any construction activity in connection with the Facility~~ at the Site.

2.2 Payment of Costs

- (a) The OPA shall be responsible for and shall reimburse Greenfield for: (i) all costs incurred by Greenfield ~~and its Affiliates~~ or for which Greenfield ~~and its Affiliates~~ is or may become liable in complying with the obligations of Greenfield set out in Section 2.1(a) and Section 2.1(b), and (ii) all costs incurred by Greenfield ~~and its Affiliates~~ in connection with the development and construction of the Facility prior to the Effective Date and becoming due on or after the Effective Date, which have not been advanced, drawn, or committed to be advanced or drawn, on any Credit Facility. ~~In this connection, and without limiting the OPA's responsibility for such~~

~~costs, the OPA shall within five days after receipt of a detailed invoice from Greenfield, reimburse Greenfield for all such costs.~~ [NTD: We would normally expect that all costs of Affiliates would flow back to Greenfield, who would then pass the cost on to the OPA, so we do not understand the need to include Affiliates in this provision.]

- (b) ~~The Parties acknowledge that the OPA has, upon execution of this Agreement, paid to Greenfield the amount of \$[●] as a reimbursement for the development~~ shall provide an Independent Engineer with a detailed list of all costs incurred by Greenfield and its Affiliates, including Eastern Power up to the date hereof Effective Date in connection with the design, development, permitting and construction of the Facility, including without limitation in respect of engineering, design, permitting, letter of credit interest and other development costs, excluding any such costs which have been paid for or reimbursed by draws or advances from any Credit Facility, (the "Equity Sunk Costs"), along with such documentation as is reasonably required by the Independent Engineer to substantiate such Equity Sunk Costs and confirm that such costs have not been paid for or reimbursed by draws or advances from any Credit Facility. The OPA shall reimburse Greenfield for the Equity Sunk Costs in accordance with Section 2.2(e).
- (c) ~~The OPA agrees to and~~ shall indemnify, defend and hold harmless each of ~~Eastern Power and Greenfield and their Affiliates~~ [insert name of General Contractor] and each of their respective Representatives (collectively, the "**Greenfield Indemnified Parties**") from and against any and all Losses of the Greenfield Indemnified Parties relating to, arising out of, or resulting from the cessation of construction of the Facility, including, without limitation, Losses arising from any claims by Contractors, Suppliers, ~~Secured Lenders~~, Governmental Authorities and employees, provided that such Losses are not the result of any negligence or wilful misconduct of any Greenfield Indemnified Party.
- (d) The Parties acknowledge that the OPA has, upon execution of this Agreement, provided to Greenfield, security for the performance of the OPA's indemnity and other obligations set out in Section 2.2(a) ~~and Section 2.2(e)~~ in an amount equal to \$[●] in the form attached as Exhibit A (the "**Cessation Costs Security**"). If the OPA fails to pay any amount certified by the Independent Engineer as being properly owing under this Agreement as set out in ~~an invoice from Greenfield or for which Greenfield is or may become liable in accordance with~~ Section 2.2(a), or fails to ~~pay or satisfy any Loss of the Greenfield Indemnified Parties as provided in~~ comply with its indemnity obligations under Section 2.2(c), Greenfield shall have the right to draw such unpaid amount from the ~~Cessation Costs Security~~, provided that Greenfield provides the OPA with ~~five~~ ten (~~5~~ 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. ~~The OPA agrees to provide replacement Cessation Costs Security at such time or times as the then undrawn amount of the existing Cessation Costs Security falls below \$[●], such that the undrawn portion of the Cessation Costs Security shall at all times be at least \$[●].~~
- (e) Greenfield shall submit detailed invoices for the costs referred to in Section 2.2(a), in connection with Equity Sunk Costs, and any other amounts payable by the OPA

to Greenfield under this Agreement to the Independent Engineer. The Independent Engineer shall, within ten (10) Business Days after receipt of such detailed invoices and any required supporting documentation, issue a certificate certifying the amount payable in connection with such detailed invoices under this Agreement. The OPA shall, within five (5) Business Days after receipt of such certificate from the Independent Engineer, pay Greenfield the amount certified by the Independent Engineer.

- (f) Notwithstanding any provision in this Agreement to the contrary, to the extent the OPA is liable to Greenfield for any costs charged by a Person who does not deal at Arm's Length with Greenfield, such cost shall be deemed to exclude the amount that is in excess of the costs that would have been charged had such Person been at Arm's Length with Greenfield.

2.3 ~~Settlement of the Keele Valley Claims~~Intentionally Deleted

~~The Parties acknowledge that the Ontario Electricity Financial Corporation has, upon execution of this Agreement, paid to Eastern Power the sum of \$15,381,231.81 and has executed and delivered the "Full and Final Mutual Release" attached as Exhibit B, and Eastern Power has executed and delivered 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. [NTD: This matter involves Eastern Power, which is separate in interest from Greenfield and accordingly this item should be in a separate agreement among the relevant parties]~~

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 any required 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) The OPA shall ~~fund and Greenfield shall~~ pay to the Secured Lenders, ~~all~~ accrued and unpaid interest and any make whole payments or breakage fees 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 in exchange for full and final releases from the Secured Lenders of all obligations of Greenfield [and its Affiliates] under the Credit Facilities and the Secured Lender's Security Agreements held by such Secured Lenders and the release of all security held by such Secured Lenders on and against

the Site, the Facility and all other property and assets of Greenfield ~~and its Affiliates.~~ [INTD: Why does the security relate to any of the assets of the Affiliates?]

- (c) Greenfield shall not grant any security interests in the Facility, the Facility Equipment and the Site, and shall keep title to the Facility, the Facility Equipment and the Site free and clear of all encumbrances. Greenfield shall not sell, transfer, dispose of, or otherwise enter into any agreement (directly or indirectly) relating to the ownership of the Facility, Facility Equipment or the Site, without the OPA's prior written consent, which consent may be withheld in the OPA's sole and absolute discretion.
- (d) The Parties agree that any amounts paid by the OPA pursuant to Section 2.5(b) shall be reflected in any quantification of damages under this Agreement and/or any adjustment to the "Net Revenue Requirement" under the Amended ARCES.

2.6 Good Faith Negotiations

~~The OPA covenants and agrees that Greenfield shall be entitled to relocate the Facility to an alternate suitable site in the Province of Ontario acceptable to Greenfield and the OPA and to develop, construct, own and operate (directly or through an Affiliate) a new nominal 600* Greenfield and the OPA agree to work together in good faith to determine a suitable site for~~
~~*a new nominal 300 MW natural gas fuelled combined cycle generating facility at such alternate site (the "Relocated Facility"). In this connection, *Greenfield and the OPA agree to work together in good faith to determine a suitable site for *the Relocated Facility~~ and the OPA shall in good faith cooperate with and assist Greenfield in obtaining all licenses, permits, certificates, registrations, authorizations, consents or approvals issued by Governmental Authorities and required for the development, construction and operation of the Relocated Facility. In addition, Greenfield and the OPA agree to work together in good faith to negotiate an amendment to the ARCES Contract so that it relates to and applies to the Relocated Facility (the "Amended ARCES"). The Amended ARCES shall provide for (i) such amendments to the ARCES ~~required to reflect and address the following matters: [larger size, the ability to build the plant in one or two 300 MW phases, inflation, increased connection costs, new location, new Milestone Dates, cooperation and assistance from the OPA for Greenfield in connection with its development efforts with the IESO, HydroOne, the ORC and other applicable Governmental Authorities, to provide that if Completion and Performance Security is required, such Completion and Performance Security will be arranged by the OPA]~~ as are required to reflect the fact that the Relocated Facility is at a different location, (ii) the opportunity for Greenfield to engage the OPA in good faith negotiations during the term of the Amended ARCES regarding potential opportunities to expand the Relocated Facility by an incremental 300 MW depending upon system needs, IESO requirements and other technical and commercial factors, and (iii) a level of completion and performance security that is [fifty percent (50%)] less than that set out in the ARCES Contract.

2.7 Power and Authority

- (a) The OPA represents and warrants in favour of Greenfield ~~and Eastern Power~~ that it has the corporate power and capacity to enter into this Agreement and to perform its obligations hereunder and this Agreement has been duly authorized by all

required board ~~and shareholder~~ approvals on the part of the OPA. This Agreement has been duly executed and delivered by the OPA and is a legal, valid and binding obligation of the OPA, enforceable against the OPA in accordance with its terms. The execution and delivery of this Agreement by the OPA and the performance by the OPA of its obligations hereunder will not result in the violation of or constitute a default under applicable law or any judgment, decree, order or award of any Governmental Authority having jurisdiction over the OPA. The OPA has received or obtained all directives, consents (other than those contemplated to be obtained hereunder after the Effective Date) and other authorizations required to be received or obtained as a condition to the entering into of this Agreement by the OPA and the performance of its obligations hereunder. ~~contemplated by this Agreement.~~

(b) Greenfield* **represents and warrants** *in favour of the OPA that it has the corporate power and capacity to enter into this Agreement and to perform its obligations hereunder and this Agreement has been duly authorized by all required board and shareholder approvals on the part of Greenfield. This Agreement has been duly executed and delivered by Greenfield and is a legal, valid and binding obligation of Greenfield, enforceable against Greenfield in accordance with its terms. The execution and delivery of this Agreement by Greenfield and the performance by Greenfield of its obligations hereunder will not result in the violation of or constitute a default under applicable law or any judgment, decree, order or award of any Governmental Authority having jurisdiction over Greenfield. Greenfield has received or obtained all consents (other than those contemplated to be obtained hereunder after the Effective Date) and other authorizations required to be received or obtained as a condition to the entering into of this Agreement by Greenfield and the performance of its obligations hereunder.

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.

- (c) ~~[NTD: Please add equivalent of Section 8.1(e) of ARCES]~~ Where Greenfield is the Receiving Party, Greenfield may disclose Confidential Information to any Secured Lender or prospective lender or investor and its advisors, to the extent necessary, for securing financing for the Relocated Facility, provided that any such prospective lender or investor has been informed of the Supplier's confidentiality obligations hereunder and such prospective lender or investor has covenanted in favour of the OPA to hold such Confidential Information confidential and entered into a Confidentiality Undertaking in substantially the form set out in Exhibit W to the ARCES Contract or in a similar form prepared by Greenfield and approved by the OPA.

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.

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~~agrees 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. [NTD: Section 3.5 should be deleted. Everything should be “with prejudice” once agreement signed][NTD: It is the OPA’s intent that this agreement would be “with prejudice” but that the subsequent negotiations for a Relocated Facility would be on a “without prejudice” basis.]

ARTICLE 4 TERM AND EXPIRY

4.1 Term and Expiry

- (a) The term of this Agreement shall be effective from the Effective Date for a period of 60 days and shall automatically expire at the end of such 60 day period, 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 and may be further extended for an agreed upon period of time with the mutual agreement in writing of the OPA and Greenfield.

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- (b) Upon expiry of the term 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 ~~assuming that a Discriminatory Action (as defined in the ARCES Contract) occurred and for the purposes of determining the amount of*~~ Discriminatory Action Compensation* (as defined in the ARCES Contract) arising as a result thereof, assuming, at the option of the OPA, either: (A) that Greenfield shall have the right to recommence and complete construction of the Facility at the Site using the existing permits and approvals and authorizations, including the Certificate of Approval Air described in Section 2.1(e)(i) (in which case, Greenfield shall have and shall be entitled to exercise such right); or (B) that Greenfield was not permitted to complete construction of and to operate the Facility as a result of its obligations under this Agreement; in accordance with Section 4.2;
 - (ii) Greenfield shall return to the OPA any remaining portion of the ~~Cessation~~ Costs Security at such time as Greenfield is satisfied, acting reasonably, that it does not have and is not likely to have any further obligations for costs or other liabilities in respect of the cessation of construction of the facility as contemplated by Section 2.2, or for which the OPA may be liable to indemnify any of the Greenfield Indemnified Parties under Section 2.2(c), provided that in no event shall such period of time extend beyond sixty (60) days following the expiry of the term of this Agreement; and
 - (iii) subject to Section 7.10, no Party shall have any further obligations hereunder.

4.2 Damages

If the ARCES Contract is terminated in accordance with Section 4.1(b)(i) or Section 7.1(a) of this Agreement, Greenfield's damages shall be determined as the net present value of the net revenues from the Facility that are forecast to be earned by Greenfield during the "Term" (as defined in the ARCES Contract), taking into account any actions that Greenfield should reasonably be expected to take to mitigate the effect of the termination of the ARCES Contract. [NTD: This language is derived from the determination of the* Discriminatory Action Compensation* payment set out in Article 13 of the ARCES Contract.]

ARTICLE 5 NOTICES

5.1 Notices

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

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If to Greenfield: Greenfield South Power Corporation
2275 Lake Shore Blvd. West
Suite 401
Toronto, Ontario M8V 3Y3

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

and to: McMillan LLP
Brookfield Place
181 Bay Street, Suite 4400
Toronto, Ontario M5J 2T3

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

~~If to Eastern Power: Eastern Power Limited
2275 Lake Shore Blvd. West
Suite 401
Toronto, Ontario M8V 3Y3~~

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

~~and to: McMillan LLP
Brookfield Place
181 Bay Street, Suite 4400
Toronto, Ontario M5J 2T3~~

~~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(d) 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.

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. [NTD: Being reviewed by Greenfield.]

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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 ~~fifteen~~ten ~~(+510)~~ Business Days after written notice of such failure from Greenfield, ~~such failure shall constitute a “Discriminatory Action” under the ARCES Contract and shall entitle Greenfield to exercise any remedies thereunder in connection with such Discriminatory Action.~~ shall be terminated and the amount owed by the OPA to Greenfield shall be determined in accordance with Section 4.2.
- (b) If Greenfield fails to perform any ~~material~~ covenant or obligation set forth in Section 2.1(a), Section 2.1(c) ~~or~~ Section 2.1(d) or Section 2.5(c) of this Agreement and such failure is not remedied within ~~fifteen~~ten ~~(+510)~~ 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.

7.2 Injunctive and Other Relief

Each of Greenfield and the OPA acknowledge that a breach of this Agreement by the other Party, including, without limitation, Section 2.1, 2.2, ~~2-5~~2.5, and Article 3 shall cause irreparable harm to the non breaching Party, and that the injury to non breaching Party shall be difficult to calculate and inadequately compensable in damages. The breaching Party agrees that the non breaching Party 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 the breaching Party.

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 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, ~~and~~ (ii) verify or audit billings or to verify or audit information provided in accordance with this Agreement, and (iii) to determine any amounts owing or payable pursuant to Sections 2.2(a), 2.2(b), 2.2(c) and 2.5(b). 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 and

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during the term 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 within the control of Greenfield 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.][NTD: This is from the ARCES Contract. Why has it been deleted?]**

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 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~~ the other Party. Notwithstanding the foregoing and Article 3, following execution of this Agreement, the OPA and its Representatives shall be permitted to make a public announcement, which is provided to Greenfield in advance ~~and which is acceptable to Greenfield~~, 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) in the circumstances described therein, and (iii) further negotiations between the OPA and Greenfield to determine the ultimate resolution of the relocation 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

~~Without limiting the obligations of the OPA under Section 2.2, each~~ 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; provided that Greenfield may without the consent of the OPA assign this Agreement and all benefits and obligations hereunder to the Affiliate which will develop, construct, own and operate the Relocated Facility as contemplated by Section 2.6, provided that the assignee agrees in writing in a form satisfactory to the OPA, acting reasonably, to assume and be bound by the terms and conditions of this Agreement, ~~whereupon, Greenfield shall be relieved of all obligations and liabilities arising pursuant to this Agreement.~~ [NTD: This was deleted because some of the obligations of Greenfield are specific to the Site and need to remain with Greenfield.]
- (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; provided that 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 ~~and whose obligations and liabilities are guaranteed by the Government of Ontario~~ with a credit rating that is equal to or better than the OPA's credit rating, and which assumes all of the obligations and liabilities of the 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, Section 2.2, 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 No Third-Party Beneficiaries

This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

7.14 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.

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 of the Facility Relocation and Settlement Agreement between the Beneficiary, and the Applicant ~~and Eastern Power Limited~~, 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 ~~five~~ten (~~5~~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 Facility Relocation 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

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EXHIBIT B
~~FULL AND FINAL MUTUAL RELEASE~~

1. ~~In consideration of the payment of the sum of \$15,381,231.81 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 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:~~

~~EXHIBIT C~~

~~COPY OF CERTIFICATE OF APPROVAL-AIR NUMBER 2023-7HUMVW~~

~~EXHIBIT D~~

~~COPY OF ELECTRICITY GENERATION LICENCE EG 2009 0023~~

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OSLER COMMENTSAND WITHOUT PREJUDICE NOVEMBER 18, 2011~~CONSTRUCTION STOPPAGE~~ FACILITY RELOCATION AND SETTLEMENT AGREEMENT

This ~~Construction Stoppage~~ Facility Relocation and Settlement Agreement (the “Agreement”) is dated as of the ● day of November, 2011 (the “Effective Date”) between Greenfield South Power Corporation (“Greenfield”), ~~and~~ and the Ontario Power Authority (the “OPA”) ~~and Eastern Power Limited (“Eastern Power”)~~. Greenfield, ~~and~~ and 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 12th day of April, 2005 and amended and restated as of the 16th 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 of Ontario committed to relocate the ~~plant~~ Facility;

AND WHEREAS Greenfield has, as a result of the commitment of the Government of Ontario to relocate the Facility and at the request of the OPA, agreed to stop construction work on the Facility and the OPA and Greenfield have agreed to relocate the Facility, all 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:

“Affiliate” of a Person means any Person that Controls, is Controlled by, or is under common Control with, that Person.

“Amended ARCES” has the meaning given to that term in Section 2.6.

“Arm’s Length” means, with respect to two or more Persons, that such Persons are not related to each other within the meaning of subsections 251(2), (3), (3.1), (3.2), (4), (5) and (6) of the Income Tax Act (Canada) or that such Persons, as a matter of fact, deal with each other at a particular time at arm’s length.

“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.

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“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.

“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, provided that where such Person is a non-share capital corporation, in respect of which the majority of the members of the board of directors are appointed by the Lieutenant Governor in Council or a member of the Executive Council of Ontario, such Person shall be considered to be Controlled by the Government of Ontario.

“Credit Facility” means any loans, notes, bonds, letter of credit facilities, 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~~ Greenfield that is security for any indebtedness, liability or obligation of ~~the Supplier~~ Greenfield, 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, or 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.

“Facility Equipment” means any materials, products, equipment, machinery, components or apparatus which does or will form part of the Facility.

“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

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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 Government of Ontario, 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.

“Independent Engineer” means is an engineer who has been selected by the OPA and acceptable to Greenfield, that is:

- (i) a professional engineer duly qualified and licensed to practice engineering in the Province of Ontario; and
- (ii) employed by an independent engineering firm which holds a certificate of authorization issued by the Professional Engineers Ontario that is not affiliated with or directly or indirectly Controlled by Greenfield or the OPA and that does not have a vested interest in the design, engineering, procurement, construction and/or testing of the Facility.

“Losses” means, any and all loss, liability, cost, claim, interest, fine, penalty, assessment, damages available at law or in equity, expense, including the costs and expenses of any action, application, claim, complaint, suit, proceeding, demand, assessment, judgement, settlement or compromise relating thereto (including the costs, fees and expenses of legal counsel on a substantial indemnity basis without reduction for tariff rates or similar reductions and all reasonable costs of investigation) or diminution of value.

“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, or Greenfield ~~and Eastern Power~~, as applicable.

“Relocated Equipment” has the meaning given to that term in Section 2.1(a).

“Relocated Facility” has the meaning given to that term in Section 2.6.

“Representatives” means a Party’s directors, officers, employees, auditors, consultants (including economic and legal advisors), contractors and agents and those of its ~~a~~ 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.

“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, if any.

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

“**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 <u>Copy of Certificate of Approval-Air number 2023-7HUMVW</u>
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.

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.

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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~~ at the Facility and to 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~~ the 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 materials, products, equipment, machinery, components or apparatus~~ the Facility Equipment, except for the gas turbines, the HRSG, the transformers, and the pumps (the "Relocated Equipment"). Suppliers may continue to manufacture the Relocated Equipment and Greenfield shall continue to perform its payment and other obligations under the contracts relating to the manufacture and supply of the Relocated Equipment. Greenfield shall not permit any of the Facility Equipment 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. Greenfield

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shall arrange for suitable storage for the Relocated Equipment as completed pending relocation to the Relocated Facility and all costs for the transportation, insurance and storage of the Relocated Equipment, pending relocation thereof to the Relocated Facility, shall be dealt with in accordance Section 2.2. [NTD: Reimbursement has been deleted from this paragraph as it is already covered in Section 2.2 which addresses the costs of complying with Section 2.1(a).]

- (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, with the costs of maintaining such safety and security and the costs of such insurance to be included in the costs provided for in Section 2.2(a).

~~(e) *Within thirty (30) days after the Effective Date,*~~

- (c) ~~(i) *Within thirty (30) days after the Effective Date,*~~ Greenfield shall apply for a review of ~~Environmental Compliance Certificate of~~ Approval-Air number 2023-7HUMVW (a copy of which is attached as Exhibit ~~CB~~) 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 Certificate of Approval-Air for the Facility, and, to the extent permitted, Greenfield shall request that consideration of the application or request be expedited. be expedited.~~

- (d) Greenfield shall not at any time (i) reapply for an ~~electricity generation licence or an~~ environmental compliance approval for the Facility or for any other electricity generation facility at the Site, and (ii) recommence any construction activity in connection with the Facility at the Site.

2.2 Payment of Costs

- (a) The OPA shall, ~~within 30 days after receipt of a detailed invoice from Greenfield, be responsible for and shall~~ reimburse Greenfield for: (i) all reasonable, out-of-pocket costs (i) incurred by Greenfield or for which Greenfield is or may become liable in complying with its/the obligations of Greenfield set out in Section 2.1(a) and Section 2.1(b), and (ii) all costs incurred by Greenfield for in connection with the development and 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, advanced, drawn, or committed to be advanced or drawn, on any Credit Facility. [NTD: We would normally expect that all costs of Affiliates would flow back to Greenfield, who would then pass the cost on to the OPA, so we do not understand the need to include Affiliates in this provision.]

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- (b) Greenfield shall provide an Independent Engineer with a detailed list of all costs incurred by Greenfield up to the Effective Date in connection with the design, development, permitting and construction of the Facility, including without limitation in respect of engineering, design, permitting, letter of credit interest and other development costs excluding any such costs which have been paid for or reimbursed by draws or advances from any Credit Facility, (the “Equity Sunk Costs”), along with such documentation as is reasonably required by the Independent Engineer to substantiate such Equity Sunk Costs and confirm that such costs have not been paid for or reimbursed by draws or advances from any Credit Facility. The OPA shall reimburse Greenfield for the Equity Sunk Costs in accordance with Section 2.2(e).
- (c) The OPA shall indemnify, defend and hold harmless each of Greenfield and [insert name of General Contractor] and each of their respective Representatives (collectively, the “Greenfield Indemnified Parties”) from and against any and all Losses of the Greenfield Indemnified Parties relating to, arising out of, or resulting from the cessation of construction of the Facility, including, without limitation, Losses arising from any claims by Contractors, Suppliers, Governmental Authorities and employees, provided that such Losses are not the result of any negligence or wilful misconduct of any Greenfield Indemnified Party.
- (d) ~~(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 indemnity and other obligations 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) amount certified by the Independent Engineer as being properly owing under this Agreement as set out in Section 2.2(e) or fails to comply with its indemnity obligations under Section 2.2(c), 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.
- (e) Greenfield shall submit detailed invoices for the costs referred to in Section 2.2(a), in connection with Equity Sunk Costs, and any other amounts payable by the OPA to Greenfield under this Agreement to the Independent Engineer. The Independent Engineer shall, within ten (10) Business Days after receipt of such detailed invoices and any required supporting documentation, issue a certificate certifying the amount payable in connection with such detailed invoices under this Agreement. The OPA shall, within five (5) Business Days after receipt of such certificate from the Independent Engineer, pay Greenfield the amount certified by the Independent Engineer.
- (f) Notwithstanding any provision in this Agreement to the contrary, to the extent the OPA is liable to Greenfield for any costs charged by a Person who does not deal at Arm’s Length with Greenfield, such cost shall be deemed to exclude the amount that is in excess of the costs that would have been charged had such Person been at Arm’s Length with Greenfield.

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2.3 ~~Settlement of the Keele Valley Claims~~ Intentionally Deleted

~~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) [●] [NTD: There is another court proceeding between Eastern and the OEFC to be added.].~~

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~~ any required 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~~ The OPA shall pay to the Secured Lenders 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~~ in exchange for full and final releases from the Secured Lenders of all obligations of Greenfield [and its Affiliates] under the Credit Facilities and the Secured Lenders Security Agreements. Lender's Security Agreements held by such Secured Lenders and the release of all security held by such Secured Lenders on and against the Site, the Facility and all other property and assets of Greenfield [and its Affiliates]. [NTD: Why does the security relate to any of the assets of the Affiliates?]
- (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~~

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~~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.~~ Greenfield shall not grant any security interests in the Facility, the Facility Equipment and the Site, and shall keep title to the Facility, the Facility Equipment and the Site free and clear of all encumbrances. Greenfield shall not sell, transfer, dispose of, or otherwise enter into any agreement (directly or indirectly) relating to the ownership of the Facility, Facility Equipment or the Site, without the OPA's prior written consent, which consent may be withheld in the OPA's sole and absolute discretion.

- (d) The Parties agree that any amounts paid by the OPA pursuant to Section 2.5(b) shall be reflected in any quantification of damages under this Agreement and/or any adjustment to the "Net Revenue Requirement" under the Amended ARCES.

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.~~

Greenfield and the OPA agree to work together in good faith to determine a suitable site for a new nominal 300 MW natural gas fuelled combined cycle generating facility (the "Relocated Facility") and the OPA shall in good faith cooperate with and assist Greenfield in obtaining all licenses, permits, certificates, registrations, authorizations, consents or approvals issued by Governmental Authorities and required for the development, construction and operation of the Relocated Facility. In addition, Greenfield and the OPA agree to work together in good faith to negotiate an amendment to the ARCES Contract so that it relates to and applies to the Relocated Facility (the "Amended ARCES"). The Amended ARCES shall provide for (i) such amendments to the ARCES as are required to reflect the fact that the Relocated Facility is at a different location, (ii) the opportunity for Greenfield to engage the OPA in good faith negotiations during the term of the Amended ARCES regarding potential opportunities to expand the Relocated Facility by an incremental 300 MW depending upon system needs, IESO requirements and other technical and commercial factors, and (iii) a level of completion and performance security that is [fifty percent (50%)] less than that set out in the ARCES Contract.

2.7 Power and Authority

- (a) The OPA represents and warrants in favour of Greenfield that it has the corporate power and capacity to enter into this Agreement and to perform its obligations hereunder and this Agreement has been duly authorized by all required board approvals on the part of the OPA. This Agreement has been duly executed and delivered by the OPA and is a legal, valid and binding obligation of the OPA, enforceable against the OPA in accordance with its terms. The execution and delivery of this Agreement by the OPA and the performance by the OPA of its obligations hereunder will not result in the violation of or constitute a default under applicable law or any judgment, decree, order or award of any Governmental Authority having jurisdiction over the OPA. The OPA has received or obtained all directives, consents (other than those contemplated to be obtained hereunder after

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the Effective Date) and other authorizations required to be received or obtained as a condition to the entering into of this Agreement by the OPA and the performance of its obligations hereunder.

- (b) Greenfield represents and warrants in favour of the OPA that it has the corporate power and capacity to enter into this Agreement and to perform its obligations hereunder and this Agreement has been duly authorized by all required board and shareholder approvals on the part of Greenfield. This Agreement has been duly executed and delivered by Greenfield and is a legal, valid and binding obligation of Greenfield, enforceable against Greenfield in accordance with its terms. The execution and delivery of this Agreement by Greenfield and the performance by Greenfield of its obligations hereunder will not result in the violation of or constitute a default under applicable law or any judgment, decree, order or award of any Governmental Authority having jurisdiction over Greenfield. Greenfield has received or obtained all consents (other than those contemplated to be obtained hereunder after the Effective Date) and other authorizations required to be received or obtained as a condition to the entering into of this Agreement by Greenfield and the performance of its obligations hereunder.

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.
- (c) Where Greenfield is the Receiving Party, Greenfield may disclose Confidential Information to any Secured Lender or prospective lender or investor and its advisors, to the extent necessary, for securing financing for the Relocated Facility, provided that any such prospective lender or investor has been informed of the

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Supplier's confidentiality obligations hereunder and such prospective lender or investor has covenanted in favour of the OPA to hold such Confidential Information confidential and entered into a Confidentiality Undertaking in substantially the form set out in Exhibit W to the ARCES Contract or in a similar form prepared by Greenfield and approved by the OPA.

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.

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~~agrees 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

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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 ~~3.6~~3.5(a), nothing in this Agreement shall prevent Greenfield and the OPA from communicating with one another on a with prejudice basis at any point in time by designating its communication, whether oral or written, as a “with prejudice” communication, provided that such “with prejudice” communication does not include or refer, either directly or indirectly, to any without prejudice and privileged discussions, communications and correspondence. [NTD: Section 3.5 should be deleted. Everything should be “with prejudice” once agreement signed][NTD: It is the OPA’s intent that this agreement would be “with prejudice” but that the subsequent negotiations for a Relocated Facility would be on a “without prejudice” basis.]

ARTICLE 4 TERM AND EXPIRY

4.1 Term and Expiry

- (a) ~~This~~The term of this Agreement shall be effective from the Effective Date for a period of 60 days and shall automatically expire at the end of such 60 day period, 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 and may be further extended for an agreed upon period of time with the mutual agreement in writing of the OPA and Greenfield.
- (b) Upon expiry of the term 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~~in accordance with Section 4.2;
 - (ii) Greenfield shall ~~promptly~~ return to the OPA any ~~undrawn~~remaining portion of the ~~Cessation Costs Security to the OPA~~Costs Security at such time as

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Greenfield is satisfied, acting reasonably, that it does not have and is not likely to have any further obligations for costs or other liabilities in respect of the cessation of construction of the facility as contemplated by Section 2.2, or for which the OPA may be liable to indemnify any of the Greenfield Indemnified Parties under Section 2.2(c), provided that in no event shall such period of time extend beyond sixty (60) days following the expiry of the term of this Agreement; and

- (iii) subject to Section ~~6.5~~7.10, no Party shall have any further obligations hereunder.

4.2 Damages

If the ARCES Contract is terminated in accordance with Section 4.1(b)(i) or Section 7.1(a) of this Agreement, Greenfield's damages shall be determined as the net present value of the net revenues from the Facility that are forecast to be earned by Greenfield during the "Term" (as defined in the ARCES Contract), taking into account any actions that Greenfield should reasonably be expected to take to mitigate the effect of the termination of the ARCES Contract. [NTD: This language is derived from the determination of the Discriminatory Action Compensation payment set out in Article 13 of the ARCES Contract.]

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~~Lake Shore Blvd. West
Suite ~~400~~401
Toronto, Ontario M8V 3Y3

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

and to: McMillan LLP
Brookfield Place
181 Bay Street, Suite ~~2500~~4400
Toronto, Ontario M5J 2T773

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

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

~~Attention: Greg Vogt, President~~
~~Faeximile: (416) 234 8336~~

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

~~Attention: Carl DeVuono~~
~~Faeximile: (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~~d) 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.

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

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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. [INTD: Being reviewed by Greenfield.](#)

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~~ten (~~5~~10) 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.~~shall be terminated and the amount owed by the OPA to Greenfield shall be determined in accordance with Section 4.2.
- (b) If Greenfield fails to perform any ~~material~~ covenant or obligation set forth in Section 2.1(a), Section 2.1(c), Section 2.1(d) or Section 2.5(c) of this Agreement and such failure is not remedied within ~~five~~ten (~~5~~10) 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.

7.2 Injunctive and Other Relief

Each of Greenfield ~~acknowledges and the OPA acknowledge~~ that a breach of this Agreement by ~~Greenfield the other Party~~, including, without limitation, Section 2.1, ~~Article 3, or any attempt to draw on the Cessation Costs Security not in accordance with this Agreement~~ 2.2, 2.5, and Article 3

shall cause irreparable harm to the ~~OPA~~non breaching Party, and that the injury to ~~the OPA~~non breaching Party shall be difficult to calculate and inadequately compensable in damages. ~~Greenfield~~The breaching Party agrees that the ~~OPA~~non breaching Party 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~~the breaching Party.

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 2.5.~~to determine any amounts owing or payable pursuant to Sections 2.2(a), 2.2(b), 2.2(c) and 2.5(b). 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 and during the term 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 within the control of Greenfield 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. INTD: This is from the ARCES Contract. Why has it been deleted?**

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

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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~~ the other Party. Notwithstanding the foregoing and Article 3, following execution of this Agreement, the OPA and its Representatives shall be permitted to make a public announcement, which is provided to Greenfield in advance, 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) in the circumstances described therein, and (iii) further negotiations between the OPA and Greenfield to determine the ultimate resolution of the ~~cancellation~~ relocation 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 6.4(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*.~~ provided that Greenfield may without the consent of the OPA assign this Agreement and all benefits and obligations hereunder to the Affiliate which will develop, construct, own and operate the Relocated Facility as contemplated by Section 2.6, provided that the assignee agrees in writing in a form satisfactory to the OPA, acting reasonably, to assume and be bound by the terms and conditions of this Agreement. [NTD: This was deleted because some of the obligations of Greenfield are specific to the Site and need to remain with Greenfield.]

Draft

- (b) ~~The~~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*; provided that 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 with a credit rating that is equal to or better than the OPA's credit rating, and which assumes all of the obligations and liabilityies of the 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, Section 2.2, 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 No Third-Party Beneficiaries

This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

7.14 ~~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

Draft

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~~ Facility Relocation 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~~ Facility Relocation and Settlement Agreement dated as of the ● day of November, 2011 between the Beneficiary and the Applicant.

Draft

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 (“OEFEC”), 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 OEFEC or any such affiliate (collectively the “Additional OEFEC Releasees”)~~

~~and~~

~~OEFEC~~

~~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 OEFEC, 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 OEFEC 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 OEFEC 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 OEFEC or any of the Additional OEFEC~~

~~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:

EXHIBIT C

**COPY OF ~~ENVIRONMENTAL COMPLIANCE~~CERTIFICATE OF APPROVAL-AIR
NUMBER 2023-7HUMVW**

EXHIBIT D

COPY OF ELECTRICITY GENERATION LICENCE EG-2009-0023

Draft

Perun, Halyna N. (ENERGY)

From: Perun, Halyna N. (ENERGY)
Sent: November 20, 2011 2:05 PM
To: 'Michael.Lyle@powerauthority.on.ca'
Subject: Re: News?

Ok - re settlement of keele valley lit - my understanding is that finance approval is required - is someone worrying about coordinating timing of that? Do you need me to follow up with jim sinclair?

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

Sent using BlackBerry

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

From: Michael Lyle <Michael.Lyle@powerauthority.on.ca>
To: Perun, Halyna N. (ENERGY)
Sent: Sun Nov 20 13:39:41 2011
Subject: Re: News?

We are working away. Getting closer.

This e-mail message and any files transmitted with it are intended only for the named recipient(s) above and may contain information that is privileged, confidential and/or exempt from disclosure under applicable law. If you are not the intended recipient(s), any dissemination, distribution or copying of this e-mail message or any files transmitted with it is strictly prohibited. If you have received this message in error, or are not the named recipient(s), please notify the sender immediately and delete this e-mail message.

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

From: Perun, Halyna N. (ENERGY) [<mailto:Halyna.Perun2@ontario.ca>]
Sent: Sunday, November 20, 2011 01:27 PM
To: Michael Lyle
Subject: News?

Hi - anything new today?

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

Sent using BlackBerry

Perun, Halyna N. (ENERGY)

From: Michael Lyle [Michael.Lyle@powerauthority.on.ca]
Sent: November 20, 2011 2:40 PM
To: Perun, Halyna N. (ENERGY)
Subject: Re: News?

Yes but ASAP as there are many moving pieces.

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

From: Perun, Halyna N. (ENERGY) [mailto:Halyna.Perun2@ontario.ca]
Sent: Sunday, November 20, 2011 02:37 PM
To: Michael Lyle
Subject: Re: News?

When will approval be needed for? Tomorrow? Jim asked to let him know when it would be needed

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

Sent using BlackBerry

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

From: Michael Lyle <Michael.Lyle@powerauthority.on.ca>
To: Perun, Halyna N. (ENERGY)
Sent: Sun Nov 20 14:18:08 2011
Subject: Re: News?

Colin has had discussions with Gadi and I understand Sarah Neville was also working on it but if you want to follow up with Jim that would probably be helpful.

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

From: Perun, Halyna N. (ENERGY) [mailto:Halyna.Perun2@ontario.ca]
Sent: Sunday, November 20, 2011 02:05 PM
To: Michael Lyle
Subject: Re: News?

Ok - re settlement of keele valley lit - my understanding is that finance approval is required - is someone worrying about coordinating timing of that? Do you need me to follow up with jim sinclair?

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

Sent using BlackBerry

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

From: Michael Lyle <Michael.Lyle@powerauthority.on.ca>
To: Perun, Halyna N. (ENERGY)

Sent: Sun Nov 20 13:39:41 2011

Subject: Re: News?

We are working away. Getting closer.

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

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

Sent: Sunday, November 20, 2011 01:27 PM

To: Michael Lyle

Subject: News?

Hi - anything new today?

Halyna Perun

A\Director

Ph: 416 325 6681

BB: 416 671 2607

Sent using BlackBerry

Cayley, Daniel (ENERGY)

From: Perun, Halyna N. (ENERGY)
Sent: November-20-11 3:42 PM
To: Calwell, Carolyn (ENERGY)
Subject: Fw: News?

The below is all I have heard from mike today - aside from his request that approval be in place asap for the keele valley lit settlement -

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

Sent using BlackBerry

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

From: Michael Lyle <Michael.Lyle@powerauthority.on.ca>
To: Perun, Halyna N. (ENERGY)
Sent: Sun Nov 20 13:39:41 2011
Subject: Re: News?

We are working away. Getting closer.

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

From: Perun, Halyna N. (ENERGY) [mailto:Halyna.Perun2@ontario.ca]
Sent: Sunday, November 20, 2011 01:27 PM
To: Michael Lyle
Subject: News?

Hi - anything new today?

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

Sent using BlackBerry

Cayley, Daniel (ENERGY)

From: Kovesfalvi, Sylvia (ENERGY)
Sent: November-20-11 6:25 PM
To: Botond, Erika (ENERGY); Kett, Jennifer (ENERGY)
Cc: Dunn, Ryan (ENERGY); Gemmiti, Paola (ENERGY); Gerard, Paul (ENERGY)
Subject: MEDIA request: GTA Natural Gas Power Plant Interview

Hi - freelancer working for cbc radio and open file asking about greenfield. I'll get back to him and confirm his deadline.

Sent from my BlackBerry Wireless Handheld

From: koop.mk@gmail.com <koop.mk@gmail.com>
To: Kovesfalvi, Sylvia (ENERGY)
Sent: Sun Nov 20 17:40:50 2011
Subject: GTA Natural Gas Power Plant Interview

Hello,

My name is Matthew Kupfer, I'm a freelance reporter and contributor to the Toronto Standard, Open File Ottawa and CBC Radio.

I'm working on a story about natural gas power plants in the Greater Toronto Area, in part in the context of the decision to cancel Mississauga. I would be happy to talk to a department spokesperson if the minister is not available. I would like answers for the following questions:

- 1) How does natural gas power fit into Ontario energy plan?
- 2) How many natural gas plants have not been canceled?
- 3) Why were the Oakville and Mississauga plants canceled while York Energy Centre in King Township was not, though they were all opposed by local communities?
- 4) Is the government changing it's commitment to natural gas power?
- 5) How will it be meeting the energy demand those natural gas plants were supposed to fill?

Thank you,



Matthew Kupfer
[613-618-4918](tel:613-618-4918)

Fisher, Petra (ENERGY)

From: Kovesfalvi, Sylvia (ENERGY)
Sent: November-20-11 8:58 PM
To: Calwell, Carolyn (ENERGY)
Cc: King, Ryan (ENERGY)
Subject: Fw: one more update - Monday - statement
Attachments: 2011-11-19 Minister's Statement - revised12 pm.DOC; Greenfield Q's and A's Updated - MO copy - Nov 19 1 PM (2).doc; OPA Media Statement - Stop Construction 11-19-11-11am.docx

Duplicate attachments removed

These are the last set I have.

Sent from my BlackBerry Wireless Handheld

From: Botond, Erika (ENERGY)
To: Botond, Erika (ENERGY); Nutter, George (ENERGY); Danyluk, Erica (CAB); McMichael, Rhonda (CAB); 'Kristin Jenkins' <Kristin.Jenkins@powerauthority.on.ca>; Johnston, Alicia (OPO); Kett, Jennifer (ENERGY); MacLennan, Craig (ENERGY); Calwell, Carolyn (ENERGY)
Cc: Gemmiti, Paola (ENERGY); Dunn, Ryan (ENERGY); Kulendran, Jesse (ENERGY); Charlebois, Tyler (OPO); Almeida, Jane (OPO); Levitan, Daniel (ENERGY); Kovesfalvi, Sylvia (ENERGY); Fong, Sharon (ENERGY)
Sent: Sat Nov 19 13:21:01 2011
Subject: one more update - Monday - statement

Hi everyone – please find attached the updated materials.

Ministry statement - We have added the point that this is a permanent work stoppage and that there will not be a plant on that site as committed (in yellow).

OPA statement – added the same points.

We are still all systems go for Monday still:

9:15 AM – OPA statement – CNW Toronto

9:30 AM – ENERGY statement – Jen will email directly to media – ministry, please post to newsroom using Toronto distribution (no longer just a bulletin)

10:00 AM – Scrum

Paola – can you guys make sure the translator captures the revisions and note the change in distribution of our statement - thx!

Cheers,
Erika

Cayley, Daniel (ENERGY)

From: Michael Lyle <Michael.Lyle@powerauthority.on.ca>
Sent: November-21-11 12:34 AM
To: Perun, Halyna N. (ENERGY)
Subject: Re: News?

Yes. We have advised that tomorrow morning's announcement is just about Friday's agreement.

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

From: Perun, Halyna N. (ENERGY) [mailto:Halyna.Perun2@ontario.ca]
Sent: Sunday, November 20, 2011 11:49 PM
To: Michael Lyle
Subject: Re: News?

Am worried that comms roll out not get ahead of finance approval of settlement - understand that approval would need to happen prior to any announcement (assuming agreement reached) - please flag at your end and I will on mine as well. Thank you and good night!

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

Sent using BlackBerry

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

From: Michael Lyle <Michael.Lyle@powerauthority.on.ca>
To: Perun, Halyna N. (ENERGY)
Sent: Sun Nov 20 22:27:47 2011
Subject: Re: News?

Probably not

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

From: Perun, Halyna N. (ENERGY) [mailto:Halyna.Perun2@ontario.ca]
Sent: Sunday, November 20, 2011 09:18 PM
To: Michael Lyle
Subject: Re: News?

Thanks Mike - comms roll out still for tomorrow morning apparently - I am guessing u know this though Carolyn and I have not been in the loop on that today - what is your sense re next turn of documents - will there be more this evening?

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

Sent using BlackBerry

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

From: Michael Lyle <Michael.Lyle@powerauthority.on.ca>
To: Perun, Halyna N. (ENERGY)
Cc: Calwell, Carolyn (ENERGY)
Sent: Sun Nov 20 20:49:49 2011
Subject: Re: News?

Sorry. Ignore last message. Will turn another draft shortly. Very few outstanding issues now. One key one may be whether residual value gets included in calculating lost profit if no relocation agreement and end up arbitrating lost profits. OPA has a side letter with Eastern re negotiating a new contract for Keele (this is designed to get them the settlement amount above 10 that OEFC has refused to pay).

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

From: Perun, Halyna N. (ENERGY) [mailto:Halyna.Perun2@ontario.ca]
Sent: Sunday, November 20, 2011 08:43 PM
To: Michael Lyle
Cc: Calwell, Carolyn (ENERGY) <Carolyn.Calwell@ontario.ca>
Subject: Re: News?

Hi - can u please let us know more at this point? Thank you

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

Sent using BlackBerry

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

From: Michael Lyle <Michael.Lyle@powerauthority.on.ca>
To: Perun, Halyna N. (ENERGY)
Sent: Sun Nov 20 13:39:41 2011
Subject: Re: News?

We are working away. Getting closer.

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

From: Perun, Halyna N. (ENERGY) [mailto:Halyna.Perun2@ontario.ca]
Sent: Sunday, November 20, 2011 01:27 PM
To: Michael Lyle
Subject: News?

Hi - anything new today?

Halyna Perun

A\Director

Ph: 416 325 6681

BB: 416 671 2607

Sent using BlackBerry

Cayley, Daniel (ENERGY)

From: Calwell, Carolyn (ENERGY)
Sent: November-21-11 9:03 AM
To: Gemmiti, Paola (ENERGY)
Cc: Kovesfalvi, Sylvia (ENERGY); Nutter, George (ENERGY); Kulendran, Jesse (ENERGY); Jennings, Rick (ENERGY); Perun, Halyna N. (ENERGY)
Subject: RE: MONDAY MORNING FINAL REVISIONS TO STATEMENT -- Purge previous versions & USE THIS VERSION

Do we know that the OPA is onside? I ask because last I heard, the OPA and Greenfield were exchanging draft agreements. Want to make sure that our comms aren't getting out ahead of negotiations.

Carolyn

From: Gemmiti, Paola (ENERGY)
Sent: November 21, 2011 8:58 AM
To: Danyluk, Erica (CAB); McMichael, Rhonda (CAB); Nutter, George (ENERGY); Kovesfalvi, Sylvia (ENERGY); Kett, Jennifer (ENERGY); Botond, Erika (ENERGY); Kulendran, Jesse (ENERGY); Jennings, Rick (ENERGY); Calwell, Carolyn (ENERGY)
Subject: FW: MONDAY MORNING FINAL REVISIONS TO STATEMENT -- Purge previous versions & USE THIS VERSION
Importance: High

Final minister's statement attached. Posting to newsroom at 9:30. Thanks, Paola

From: Nutter, George (ENERGY)
Sent: November 21, 2011 8:47 AM
To: Fong, Sharon (ENERGY)
Cc: Gemmiti, Paola (ENERGY)
Subject: MONDAY MORNING FINAL REVISIONS TO STATEMENT -- Purge previous versions & USE THIS VERSION
Importance: High

I have made the two changes from yesterday/this morning (removing "permanently" and "over the weekend").

NOTE THIS IS NOW TO BE POSTED FOR TORONTO DISTRIBUTION, not simply a Bulletin. **Posting time remains 9:30 am.**

Please let me know when this is ready to post.

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

Cayley, Daniel (ENERGY)

From: Kulendran, Jesse (ENERGY)
Sent: November-21-11 9:26 AM
To: Lindsay, David (ENERGY)
Cc: Silva, Joseph (ENERGY)
Subject: Statements - OPA/Ministry

Importance: High

Deputy/Joseph,

The OPA statement is now out: <http://www.newswire.ca/en/story/881541/media-statement-agreement-reached-to-stop-construction-of-mississauga-power-plant>

The Minister's statement will be released at 9:30am (see final below).

Thanks, Jesse

STATEMENT FROM ONTARIO MINISTER OF ENERGY CHRIS BENTLEY

November 21, 2011

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

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

We are keeping our commitment – there will be no gas plant on this site. The OPA and Greenfield continue to discuss the relocation options for the plant.

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 from residents that our current process to locate gas plants needed to improve. As we move forward with our commitment to relocate this plant, we are reviewing the process of how future gas plants will be located in communities.

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

ontario.ca/energy-news
Disponible en français

Paul Gerard, Communications Branch, 416-327-7226
Paul.gerard@ontario.ca

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

Cayley, Daniel (ENERGY)

From: King, Ryan (ENERGY)
Sent: November-21-11 10:24 AM
To: MacCallum, Doug (ENERGY)
Cc: McKeever, Garry (ENERGY)
Subject: FW: URGENT ACTION REQUIRED BY 1 PM Greenfield South

Importance: High

Can you please update?
Thanks

From: Morton, Robert (ENERGY)
Sent: November 21, 2011 10:24 AM
To: King, Ryan (ENERGY)
Cc: Kovesfalvi, Sylvia (ENERGY); Cayley, Daniel (ENERGY)
Subject: URGENT ACTION REQUIRED BY 1 PM Greenfield South

CO has requested a copy of our revised HN (B-15) to reflect this morning's announcement on the Greenfield South project.

Regards,
Robert

Cayley, Daniel (ENERGY)

From: King, Ryan (ENERGY)
Sent: November-21-11 10:26 AM
To: Morton, Robert (ENERGY)
Subject: RE: URGENT ACTION REQUIRED BY 1 PM Greenfield South

Will do

From: Morton, Robert (ENERGY)
Sent: November 21, 2011 10:24 AM
To: King, Ryan (ENERGY)
Cc: Kovesfalvi, Sylvia (ENERGY); Cayley, Daniel (ENERGY)
Subject: URGENT ACTION REQUIRED BY 1 PM Greenfield South

CO has requested a copy of our revised HN (B-15) to reflect this morning's announcement on the Greenfield South project.

Regards,
Robert

Cayley, Daniel (ENERGY)

From: Smith, Mark (ENERGY)
Sent: November-21-11 10:26 AM
To: Kovesfalvi, Sylvia (ENERGY)
Cc: Chapman, Tom (ENERGY); Morton, Robert (ENERGY); King, Ryan (ENERGY)
Subject: RE: 18 month news release

There's nothing specific to the release in the QAs yet because we only just received it. **Unrelated content removed**
[REDACTED]
[REDACTED]. We will make sure the current status of Greenfield is addressed in the QAs.

Mark Smith
Media and Issues Officer
Ministry of Energy and Ministry of Infrastructure
416-326-5001

From: Kovesfalvi, Sylvia (ENERGY)
Sent: November 21, 2011 10:21 AM
To: Smith, Mark (ENERGY); King, Ryan (ENERGY)
Cc: Chapman, Tom (ENERGY); Morton, Robert (ENERGY)
Subject: RE: 18 month news release

Unrelated content removed
[REDACTED]

From: Smith, Mark (ENERGY)
Sent: November 21, 2011 10:20 AM
To: King, Ryan (ENERGY)
Cc: Kovesfalvi, Sylvia (ENERGY); Chapman, Tom (ENERGY); Morton, Robert (ENERGY)
Subject: FW: 18 month news release

Here's the news release in text form. I'll work on getting their QAs.

Mark Smith
Media and Issues Officer
Ministry of Energy and Ministry of Infrastructure
416-326-5001

From: Kovesfalvi, Sylvia (ENERGY)
Sent: November 21, 2011 10:19 AM
To: Morton, Robert (ENERGY); Gerard, Paul (ENERGY); Smith, Mark (ENERGY)
Subject: FW: 18 month news release

From: Campbell, Alexandra [mailto:alexandra.campbell@ieso.ca]

Sent: November 21, 2011 9:36 AM

To: Botond, Erika (ENERGY); Kulendran, Jesse (ENERGY); Kovesfalvi, Sylvia (ENERGY); Kett, Jennifer (ENERGY)

Subject: Re: 18 month news release

Unrelated content removed

From: Botond, Erika (ENERGY) <Erika.Botond@ontario.ca>

To: Campbell, Alexandra; Kulendran, Jesse (ENERGY) <Jesse.Kulendran@ontario.ca>; Kovesfalvi, Sylvia (ENERGY) <Sylvia.Kovesfalvi@ontario.ca>; Kett, Jennifer (ENERGY) <Jennifer.Kett@ontario.ca>

Sent: Mon Nov 21 09:11:12 2011

Subject: RE: 18 month news release

Hi – to confirm, as discussed last week, 1 PM tomorrow, correct?

We have just received the NR to review. We will be in touch. Is the report coming over as well?

Can you send me this file in a different format? I cannot open this one.

Thx!

From: Campbell, Alexandra [mailto:alexandra.campbell@ieso.ca]

Sent: November 21, 2011 7:25 AM

To: Kulendran, Jesse (ENERGY); Kovesfalvi, Sylvia (ENERGY); 'jen.kett@ontario.ca'; Botond, Erika (ENERGY)

Subject: 18 month news release

Hello,

Attached is the news release for the 18-month outlook. This will be released at 1 pm with the report.

Alexandra

From: Campbell, Alexandra
To: Campbell, Alexandra
Sent: Sun Nov 20 22:28:11 2011
Subject: 18 month news release

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Cayley, Daniel (ENERGY)

From: Cayley, Daniel (ENERGY)
Sent: November-21-11 10:33 AM
To: King, Ryan (ENERGY)
Subject: Re: Urgent: question re: Greenfield South

Will do.

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

From: King, Ryan (ENERGY)
To: Cayley, Daniel (ENERGY)
Sent: Mon Nov 21 10:32:27 2011
Subject: RE: Urgent: question re: Greenfield South

We're trying. Please send to OPA as well.

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

From: Cayley, Daniel (ENERGY)
Sent: November 21, 2011 10:28 AM
To: King, Ryan (ENERGY)
Subject: Urgent: question re: Greenfield South
Importance: High

Ryan,

CBC asked the minister about eastern power owning the property across the street from Greenfield South - can you confirm whether this is true asap?

Thanks,

Daniel

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

From: Dunn, Ryan (ENERGY)
To: Morton, Robert (ENERGY); Cayley, Daniel (ENERGY)
Sent: Mon Nov 21 10:10:30 2011
Subject: FW: Noel - cbc

Is this true?

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

From: Botond, Erika (ENERGY)
Sent: November 21, 2011 10:10 AM
To: Dunn, Ryan (ENERGY)
Subject: Noel - cbc

Said eastern owns property across the street. True?

Fisher, Petra (ENERGY)

From: Jenkins, Allan (ENERGY)
Sent: November-21-11 11:02 AM
To: MacCallum, Doug (ENERGY); King, Ryan (ENERGY)
Subject: Re: Urgent: question re: Greenfield South

Suggest a double check before referencing that " commitment". I forget whether the Premier said it or one of the MPPs.

Also I think they said Etobicoke not Oakville.

Sent from my BlackBerry Wireless Handheld

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

From: MacCallum, Doug (ENERGY)
To: King, Ryan (ENERGY)
Cc: Jenkins, Allan (ENERGY)
Sent: Mon Nov 21 10:49:53 2011
Subject: RE: Urgent: question re: Greenfield South

I don't know offhand, but a response would be that the original commitment made in September is to relocate outside of Mississauga and Oakville.

Doug

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

From: King, Ryan (ENERGY)
Sent: November 21, 2011 10:32 AM
To: Jenkins, Allan (ENERGY); MacCallum, Doug (ENERGY)
Subject: FW: Urgent: question re: Greenfield South
Importance: High

Do we know this offhand?

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

From: Cayley, Daniel (ENERGY)
Sent: November 21, 2011 10:28 AM
To: King, Ryan (ENERGY)
Subject: Urgent: question re: Greenfield South
Importance: High

Ryan,

CBC asked the minister about eastern power owning the property across the street from Greenfield South - can you confirm whether this is true asap?

Thanks,

Daniel

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

From: Dunn, Ryan (ENERGY)

To: Morton, Robert (ENERGY); Cayley, Daniel (ENERGY)

Sent: Mon Nov 21 10:10:30 2011

Subject: FW: Noel - cbc

Is this true?

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

From: Botond, Erika (ENERGY)

Sent: November 21, 2011 10:10 AM

To: Dunn, Ryan (ENERGY)

Subject: Noel - cbc

Said eastern owns property across the street. True?

Fisher, Petra (ENERGY)

From: Cayley, Daniel (ENERGY)
Sent: November-21-11 11:11 AM
To: King, Ryan (ENERGY)
Subject: RE: Urgent: question re: Greenfield South

Agreed - not a big issue. I will let the MO know that we (and the OPA) cannot confirm.

Thanks,

Daniel Cayley

Issues and Media Officer

Communications Branch

Ministries of Energy and Infrastructure

Office: (416) 325-0781

BB: (416) 347-4677

daniel.cayley@ontario.ca

P Please consider the environment before printing this e-mail

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

From: King, Ryan (ENERGY)
Sent: November 21, 2011 11:09 AM
To: Cayley, Daniel (ENERGY)
Subject: RE: Urgent: question re: Greenfield South

I was just in the middle of writing a similar thing. We can't confirm or deny but at any rate, we don't see the issue here. The government has committed to this not being built here.

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

From: Cayley, Daniel (ENERGY)
Sent: November 21, 2011 11:08 AM
To: King, Ryan (ENERGY)
Subject: RE: Urgent: question re: Greenfield South

From the OPA:

As the contract counterparty, we can only confirm information about the developer as it pertains to the project and the initial site of the project. Therefore, Eastern would have to speak to any questions about other property that they might own in or around the area.

Do you have anything to add?

Thanks again,

Daniel Cayley

Issues and Media Officer

Communications Branch

Ministries of Energy and Infrastructure

Office: (416) 325-0781

BB: (416) 347-4677

daniel.cayley@ontario.ca

P Please consider the environment before printing this e-mail

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

From: King, Ryan (ENERGY)

Sent: November 21, 2011 10:32 AM

To: Cayley, Daniel (ENERGY)

Subject: RE: Urgent: question re: Greenfield South

We're trying. Please send to OPA as well.

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

From: Cayley, Daniel (ENERGY)

Sent: November 21, 2011 10:28 AM

To: King, Ryan (ENERGY)

Subject: Urgent: question re: Greenfield South

Importance: High

Ryan,

CBC asked the minister about eastern power owning the property across the street from Greenfield South - can you confirm whether this is true asap?

Thanks,

Daniel

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

From: Dunn, Ryan (ENERGY)

To: Morton, Robert (ENERGY); Cayley, Daniel (ENERGY)

Sent: Mon Nov 21 10:10:30 2011

Subject: FW: Noel - cbc

Is this true?

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

From: Botond, Erika (ENERGY)
Sent: November 21, 2011 10:10 AM
To: Dunn, Ryan (ENERGY)
Subject: Noel - cbc

Said eastern owns property across the street. True?

Cayley, Daniel (ENERGY)

From: King, Ryan (ENERGY)
Sent: November-21-11 11:14 AM
To: Teixeira, Wanda (ENERGY); 'Dunning, Rebecca (ENERGY)'
Subject: FW: URGENT ACTION REQUIRED BY 1 PM Greenfield South
Attachments: B15 - New Gas-Fired Electricity Generation - 21Nov11.rtf

[Updated HN](#)

From: King, Ryan (ENERGY)
Sent: November 21, 2011 11:08 AM
To: Cayley, Daniel (ENERGY); Morton, Robert (ENERGY)
Subject: FW: URGENT ACTION REQUIRED BY 1 PM Greenfield South

From: MacCallum, Doug (ENERGY)
Sent: November 21, 2011 10:54 AM
To: King, Ryan (ENERGY)
Cc: McKeever, Garry (ENERGY); Jenkins, Allan (ENERGY)
Subject: RE: URGENT ACTION REQUIRED BY 1 PM Greenfield South

[Updated note attached](#)

[Doug](#)

From: King, Ryan (ENERGY)
Sent: November 21, 2011 10:24 AM
To: MacCallum, Doug (ENERGY)
Cc: McKeever, Garry (ENERGY)
Subject: FW: URGENT ACTION REQUIRED BY 1 PM Greenfield South
Importance: High

[Can you please update?](#)
[Thanks](#)

From: Morton, Robert (ENERGY)
Sent: November 21, 2011 10:24 AM
To: King, Ryan (ENERGY)
Cc: Kovesfalvi, Sylvia (ENERGY); Cayley, Daniel (ENERGY)
Subject: URGENT ACTION REQUIRED BY 1 PM Greenfield South

CO has requested a copy of our revised HN (B-15) to reflect this morning's announcement on the Greenfield South project.

Regards,
Robert

NEW GAS-FIRED ELECTRICITY GENERATION

ISSUE:

The OPA has advised that Greenfield has agreed to stop construction immediately on the Construction is continuing at the Greenfield South Generating Station despite a

Unrelated content removed

[Redacted content]

Greenfield South

- We are keeping our commitment – there will be no gas plant on this site.
- I have been notified by the OPA that Greenfield has agreed to stop construction immediately.
- The OPA and Greenfield continue to discuss the relocation options for the plant.

If asked about ongoing construction at the plant:

- The Ontario government is committed to relocating the natural gas plant originally planned for Mississauga.
- We will be working with the company to find a suitable location for this plant.
- We will be providing more information as discussions progress.

Oakville Generating Station

If asked about cancellation of proposed Oakville gas-fired plant and potential contract implications with TransCanada:

- Discussions with TransCanada are ongoing.

Unrelated content removed

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Status of New Gas-Fired Facilities:

Future In-Service Dates are **CONFIDENTIAL**

Project	Procurement Type	Size (MW)	Status	In-Service Date
Unrelated content removed				
Greenfield South	CE	280.0	Government has announced termination of plant at this site.	Q3 2014
TransCanada Oakville Generating Station	GTA	900.0	Cancelled	NA
Kitchener-Waterloo-Cambridge-Guelph		450.0	Procurement direction not yet issued	TBD
TOTAL ONLINE		3702.6.1		
TOTAL		4825.6.6		

Unrelated
content
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[Redacted content]

Contracted Projects Not Yet On-line	[REDACTED]	
	[REDACTED]	
	[REDACTED]	
	[REDACTED]	
	[REDACTED]	
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Contracted Projects Not Yet On-line	[REDACTED]	
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	[REDACTED]	
	[REDACTED]	
Contracted Projects Not Yet On-line	[REDACTED]	
	[REDACTED]	
	[REDACTED]	
	[REDACTED]	
	[REDACTED]	

Contracted Projects Not Yet On-line

Greenfield South

- Greenfield South Generating Station is a 280 MW combined cycle natural gas plant located in the City of Mississauga on a 4.5 hectare property at 2315 Loreland Avenue. Part of the

project's property will be dedicated to the City as greenbelt, and the plant will occupy roughly 2 hectares of the property.

- Eastern Power Ltd. is an equity contributor to Greenfield South Power Corporation, and is responsible for the project's design, engineering, and management, and provides operations and maintenance support. No information is available on any other partners.
- The plant is 200 metres from the nearest residence, 700 metres from the nearest hospital and 1.1 km from the nearest school.
- The plant was selected in the Ministry of Energy Clean Energy Supply competition and holds a contract with the OPA.
- Approvals delays resulting from City of Mississauga opposition to the project at the EA and building permitting stages harmed the economic viability of the project.
- The Ontario Municipal Board reviewed municipal planning and zoning in 2007 and determined that the site was properly zoned and suitable for this type of electricity generation facility.
- The project obtained environmental approval in 2008 from the Ministry of the Environment.
- The City of Mississauga issued a building permit on May 31, 2011 for the building that will house the generation equipment.
- The contract between Greenfield South and the Ontario Power Authority was renegotiated as a result of approvals delays, to extend the operational date.
- As of March 18, 2011, the OPA and Greenfield South ~~have~~ agreed to a new COD: Q3 2014.
- Greenfield ~~intends to proceed with the project and~~ has previously indicated that they would pursue litigation if the City or the province moved to prevent the plant from being built.
- Delays in the COD will exacerbate supply problems in the southwest GTA.
- The proponent has stated that all financing needed for construction of the project was finalized in May 2011. Public reports indicate that \$250 million in financing was provided by Morgan Stanley and EIG Global Energy Partners.
- As of July 20th, the proponent reports ~~eds~~ that it ~~hads~~ begun to lay the foundations for the gas and steam turbine halls.
- Purchase orders for all of the plant's major equipment including the turbines and generators have been placed.
- Residents in the surrounding community ~~have~~ reacted negatively because they ~~had~~ assumed the project was not proceeding.
- ~~The proponents will be holding monthly local liaison meetings to help foster communication with local residents.~~
- On June 16, the Minister of the Environment John Wilkinson announced that the Ministry of the Environment ~~would~~ conduct an updated review of the approval for the Greenfield South facility to assess recent developments. The review ~~was to~~ take as long as the ministry needed ~~eds~~ to confirm that the project can proceed in a manner that is fully protective of public health and the environment.
- The Environmental Approval for the generating plant is specific to the site, and is not transferable.
- On September 24th, several media outlets reported on the Liberal party's campaign commitment to relocate the proposed Greenfield South generating station to a location outside Mississauga and Oakville.
- In a news release, Ontario Liberal candidates Charles Sousa, Donna Cansfield, Laurel Broten and Dipika Damerla said the party would work with the developer to find a new location for the plant.
- On October 24, 2011, as the result of a release from the leader of the Opposition, several media reported on the continuing construction at the site, including delivery of a generator.
- On November 21, 2011, Minister of Energy Chris Bentley issued a news release stating that the OPA had advised that Greenfield had agreed to stop construction immediately.

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Procurements

Clean Energy Supply RFP – 2,500 MW

- In 2004 and 2005 the Ministry developed and administered a Request for Proposals that ultimately resulted in 5 successful projects totaling 1,955 MW of gas-fired generating capacity
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- These contracts were transferred to the OPA for management.

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Southwest GTA Procurement

- On July 16, 2008, the Minister of Energy and Infrastructure announced that he would direct the OPA to launch a competitive bidding process for a combined-cycle natural gas plant of about 850 MW in the southwest GTA.
- On September 30, 2009, the Ontario Power Authority announced that it would sign a contract with TransCanada Corporation to design, build and operate a 900 MW electricity generating station in Oakville. TransCanada estimated the cost of the plant at \$1.2 billion.
- On October 7, 2010, the Minister of Energy announced that the plant had been cancelled. The OPA is negotiating termination of the contract with TransCanada **(CONFIDENTIAL)**.

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Potential non-GTA procurement (Kitchener-Waterloo-Cambridge):

- The Kitchener-Waterloo-Cambridge area is a major automotive and “high tech” centre and is experiencing rapid population and economic growth. Peak demand is 1,400 MW and has been increasing at a rate double the provincial average. The region is host to several data centres that require a reliable power supply
- During the development of the IPSP, the OPA determined that for reliability and security reasons, and to contribute to coal replacement, additional simple cycle gas-fired electricity supply of 450 MW would be required.
- The preferred location for the facility is near the Preston Transformer Station in Cambridge, which would negate the need for a major transmission re-enforcement in the Cambridge area.
- The site search area lies within the Haldimand Tract. Ministry legal counsel has advised that notice be provided to Six Nations of the Grand River prior to issuance of a direction. The current plan is to arrange a Ministry/OPA briefing of Six Nations before a procurement is announced.

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Prepared by: Allan Jenkins, Senior Policy Specialist
Energy Supply and Competition
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| UpdatedApproved by: Doug MacCallum, Manager
Energy Markets
(416)325-6546

| Approved by: Garry McKeever, Director
Energy Supply and Competition
(416) 325-8627

Rick Jennings, ADM
Office of Energy Supply, Transmission and Distribution
(416) 314-6190

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Fisher, Petra (ENERGY)

From: Dunning, Rebecca (ENERGY)
Sent: November-21-11 11:24 AM
To: Kulendran, Jesse (ENERGY); Silva, Joseph (ENERGY)
Subject: FW: URGENT ACTION REQUIRED BY 1 PM Greenfield South
Attachments: B15 - New Gas-Fired Electricity Generation - 21Nov11.rtf

Duplicate attachment removed

FYI

From: King, Ryan (ENERGY)
Sent: November 21, 2011 11:14 AM
To: Teixeira, Wanda (ENERGY); Dunning, Rebecca (ENERGY)
Subject: FW: URGENT ACTION REQUIRED BY 1 PM Greenfield South

Updated HN

From: King, Ryan (ENERGY)
Sent: November 21, 2011 11:08 AM
To: Cayley, Daniel (ENERGY); Morton, Robert (ENERGY)
Subject: FW: URGENT ACTION REQUIRED BY 1 PM Greenfield South

From: MacCallum, Doug (ENERGY)
Sent: November 21, 2011 10:54 AM
To: King, Ryan (ENERGY)
Cc: McKeever, Garry (ENERGY); Jenkins, Allan (ENERGY)
Subject: RE: URGENT ACTION REQUIRED BY 1 PM Greenfield South

Updated note attached

Doug

From: King, Ryan (ENERGY)
Sent: November 21, 2011 10:24 AM
To: MacCallum, Doug (ENERGY)
Cc: McKeever, Garry (ENERGY)
Subject: FW: URGENT ACTION REQUIRED BY 1 PM Greenfield South
Importance: High

Can you please update?
Thanks

From: Morton, Robert (ENERGY)
Sent: November 21, 2011 10:24 AM
To: King, Ryan (ENERGY)
Cc: Kovesfalvi, Sylvia (ENERGY); Cayley, Daniel (ENERGY)
Subject: URGENT ACTION REQUIRED BY 1 PM Greenfield South

CO has requested a copy of our revised HN (B-15) to reflect this morning's announcement on the Greenfield South project.

Regards,
Robert

Fisher, Petra (ENERGY)

From: Cayley, Daniel (ENERGY)
Sent: November-21-11 11:34 AM
To: Silva, Joseph (ENERGY); Kulendran, Jesse (ENERGY); Sharkawi, Rula (ENERGY); Gemmiti, Paola (ENERGY); Kovesfalvi, Sylvia (ENERGY); Morton, Robert (ENERGY); Smith, Mark (ENERGY); Kourakos, Georgina (ENERGY); Malcolm, Pauline (ENERGY); Cheung, Cathy (ENERGY); Sylvis, Laura (ENERGY); Dier, Kirby (ENERGY); Gerard, Paul (ENERGY); Nutter, George (ENERGY); Wolgelerenter, Debbie (ENERGY); Stefanac, Rosalind (ENERGY); Bacci, Gloria (ENERGY); Pitkeathly, Doreen (ENERGY); Gibbs, Diana (ENERGY); Renwick, Meredith (ENERGY)
Subject: Updated HBN: B15 - New Gas-Fired Electricity Generation
Attachments: B15 - New Gas-Fired Electricity Generation - 21Nov11.doc

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Please see attached updated HBN B15 – New Gas-Fired Electricity Generation. The note has been updated to reflect that Greenfield and the OPA have reached an agreement to stop the construction of the Greenfield South plant.

Thank you,

Daniel Cayley
Issues and Media Officer
Communications Branch
Ministries of Energy and Infrastructure
Office: (416) 325-0781
BB: (416) 347-4677
daniel.cayley@ontario.ca



Please consider the environment before printing this e-mail

Fisher, Petra (ENERGY)

From: Kovesfalvi, Sylvia (ENERGY)
Sent: November-21-11 12:42 PM
To: 'Kristin Jenkins'
Subject: RE: Greenfield - Toronto Star & Mississauga News

Ok – thanks.

From: Kristin Jenkins [mailto:Kristin.Jenkins@powerauthority.on.ca]
Sent: November 21, 2011 12:26 PM
To: Kovesfalvi, Sylvia (ENERGY)
Subject: RE: Greenfield - Toronto Star & Mississauga News

Will do. As you know Tim usually does this – and much better than me – but I did the Star call without him.

From: Kovesfalvi, Sylvia (ENERGY) [mailto:Sylvia.Kovesfalvi@ontario.ca]
Sent: November 21, 2011 12:25 PM
To: Kristin Jenkins
Subject: FW: Greenfield - Toronto Star & Mississauga News

Thanks for the info below Kristin. Please include Paola Gemmiti, Paul Gerard and me in the distribution – thanks very much.

ps – I'm finalizing the QA's for our records and will be sending that over this afternoon. Will incorporate Q's that are coming in today (these were covered in an early, general QA).

From: Cayley, Daniel (ENERGY)
Sent: November 21, 2011 12:21 PM
To: Kovesfalvi, Sylvia (ENERGY); Morton, Robert (ENERGY); Kulendran, Jesse (ENERGY); Gerard, Paul (ENERGY)
Cc: King, Ryan (ENERGY); Nutter, George (ENERGY); Gemmiti, Paola (ENERGY)
Subject: FW: Greenfield - Toronto Star & Mississauga News

FYI

Daniel Cayley
Issues and Media Officer
Communications Branch
Ministries of Energy and Infrastructure
Office: (416) 325-0781
BB: (416) 347-4677
daniel.cayley@ontario.ca



Please consider the environment before printing this e-mail

From: Kristin Jenkins [mailto:Kristin.Jenkins@powerauthority.on.ca]
Sent: November 21, 2011 12:16 PM
To: Botond, Erika (ENERGY); Kett, Jennifer (ENERGY); Cayley, Daniel (ENERGY); Tim Butters; Patricia Phillips; Colin Andersen; Michael Lyle
Subject: Greenfield - Toronto Star & Mississauga News

I spoke to Tanya Talaga. Pretty much focused on cost issue but a couple of other issues came up that I want to flag. She asked about the ongoing need in SWGTA for additional electricity supply which raised the issue of the transmission that will be built to replace the cancelled Oakville plant. She also asked if the Greenfield plant would be relocated in the SWGTA. I told her that relocation was part of discussion with Greenfield and could not get into the details. I also said that I was not aware if the government had made any comments on relocating the plant in the GTA or not and suggested she follow up with the government on that. Mississauga News just wanted to know if there was any additional information on costs etc that could be provided. I told the reporter there isn't at this time.

We've also had calls from the Karen Howlett, John Spears and Christian Gregoire at Radio Canada. Have left messages with them. Will send you summary after we connect.

Kristin

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

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Cayley, Daniel (ENERGY)

From: Michael Lyle <Michael.Lyle@powerauthority.on.ca>
Sent: November-21-11 3:13 PM
To: Perun, Halyna N. (ENERGY)
Subject: Re: update?
Attachments: greenest2011_english-(custom)verysmall.gif

Attachment is image below

Still waiting to hear back from Greenfield.

From : Perun, Halyna N. (ENERGY) [mailto:Halyna.Perun2@ontario.ca]
Sent: Monday, November 21, 2011 03:10 PM
To : Michael Lyle
Subject: update?

Privileged and Confidential

Hi – managed to get CO/PO to stand down it's request for the draft – but am sure they'll be looking for something before end of day - any info re latest? Thanks very much Mike

Halyna

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

From: Chapman, Tom (ENERGY)
Sent: November-21-11 5:03 PM
To: King, Ryan (ENERGY)
Cc: Lukan, Paula (ENERGY)
Subject: FW: OPA DM MN - REVISED
Attachments: OPA DM MN (21 Nov 2011).doc

Updated note

Thanks Paula

Tom Chapman | (office) 416 325 6898 | (cell) 416 458 6515

From: Lukan, Paula (ENERGY)
Sent: November 21, 2011 4:56 PM
To: Chapman, Tom (ENERGY)
Subject: FW: OPA DM MN - REVISED

Tom – use this one instead. Includes AJ's edits on Greenfield. AJ advises that he has already updated Ryan on CHP.

From: Lukan, Paula (ENERGY)
Sent: November 21, 2011 4:41 PM
To: 'Chapman, Tom (ENERGY)'
Subject: RE: OPA DM MN

Tom – I have updated the information on SBG, SE 91 and am waiting to hear back from Allan on Greenfield and CHP Procurements. Allan is not in today.
P

From: Chapman, Tom (ENERGY)
Sent: November 18, 2011 3:06 PM
To: Lukan, Paula (ENERGY)
Subject: Fw: OPA DM MN

Can you coordinate the review pls

From: King, Ryan (ENERGY)
To: Bishop, Ceiran (ENERGY); Chapman, Tom (ENERGY); MacCallum, Doug (ENERGY); Nakahara, Ken (ENERGY); Jobe, Cedric (ENERGY); Bergman, Mark (ENERGY)
Cc: McKeever, Garry (ENERGY); Norman, Jonathan (ENERGY); Teixeira, Wanda (ENERGY)
Sent: Fri Nov 18 14:49:57 2011
Subject: OPA DM MN

Attached is the last version of the OPA DM MN. Please advise of any updates for end of day monday.

Thanks

MEETING NOTE

NAME OF ORGANIZATION: Ontario Power Authority
DATE/TIME OF MEETING: November 24, 2011
LOCATION OF MEETING: Executive Boardroom, 4th Floor, Hearst Block, 900 Bay Street

PURPOSE: Bi-weekly meeting with the Deputy Minister

ATTENDEES: Ontario Power Authority (OPA):
Colin Andersen, CEO

Ministry of Energy
David Lindsay, Deputy Minister

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- Greenfield South Gas Plan

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GREENFIELD SOUTH GENERATING STATION

ISSUE

During the provincial election campaign the Liberal Party made a commitment to stop the construction of the plant. As the contract party representing government the OPA will need to take steps to stop construction of the plant.

BACKGROUND

- The Greenfield South Generating Station has all necessary approvals and is proceeding with construction in order to remain in compliance with its contract with the OPA and its contracts with its suppliers and financiers.
- The Minister has written to the OPA to commence discussions on a priority basis with Greenfield South.
- The Minister announced on November 21 that the OPA had negotiated a stop to construction with Greenfield South.

SUGGESTED RESPONSE

- As you are aware I have requested that the OPA commence discussions with Greenfield South.
- We need to work closely and expeditiously on this issue and I will need regular reporting on the progress of your discussions.
- Please be ready with resources and advice as we proceed.

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Input from: Allan Jenkins
Senior Policy Specialist, Energy Markets
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Amy Gibson
A/Manager, First Nation and Métis Policy and Partnerships
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Audrey Guillot
A/Manager, Strategic Policy
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Ceiran Bishop
Manager, Transmission Policy
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Karen Slawner, Sunita Chander, Mirrun Zaveri and Leo Tasca
Renewables and Energy Facilitation Branch
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Paula Lukan
Senior Policy Advisor, Energy Economics
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Approved by: Jon Norman
Director, Transmission and Distribution Policy
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Cedric Jobe
Director, Energy Supply, Nuclear
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Pearl Ing
Director, Renewables and Energy Facilitation
416-327-3868

Rick Jennings
ADM, Energy Supply, Transmission & Distribution Policy
416-314-6190

Sue Lo
ADM, Renewables & Energy Efficiency Division
416-327-8552

Cayley, Daniel (ENERGY)

From: Perun, Halyna N. (ENERGY)
Sent: November-21-11 5:09 PM
To: Bromm, William (CAB)
Subject: RE: OPA agreement

Privileged and Confidential

Hi William - I have not as yet received a final from the OPA – checked not too long ago and the last version is still with Greenfield. I don't have a sense of what the unresolved issues are. I will endeavour to send you a final with a summary as we discussed as soon as it's available.

Halyna

Halyna N. Perun
A/Director
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Ministries of Energy & Infrastructure
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From: Bromm, William (CAB)
Sent: November 21, 2011 11:15 AM
To: Perun, Halyna N. (ENERGY)
Subject: OPA agreement

Hi Halyna – I understand that Deputy Gherson's office here at CO has had a conversation with Deputy Lyndsay's office re getting a copy of the Mississauga agreement, but they wanted us to have a conversation about access first. There is interest in getting a copy as soon as possible, so give me a call when you have a chance.

Thanks

William Bromm
Legal Counsel and Special Advisor
Office of the Secretary of the Cabinet

Fisher, Petra (ENERGY)

From: Kovesfalvi, Sylvia (ENERGY)
Sent: November-21-11 5:35 PM
To: McMichael, Rhonda (CAB)
Cc: Gemmiti, Paola (ENERGY); Nutter, George (ENERGY)
Subject: Master KM/QA
Attachments: Greenfield QA - Nov21.5pm.TRACKED.doc; Greenfield QA - Nov21.5pm.CLEAN.doc

Hi – in case you are asked, attached is our most recent version of the master KM/QA for today's announcement. Being vetted one last time (we hope) by Legal and Policy but not expecting many/any changes. Mostly just deleted material that was no longer relevant given decision and reordered QA.

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 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~~ On November 21, 2011, the OPA ~~sent 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>SCENARIO A – OPA advises Greenfield that it will not proceed with the contract and construction does not stop</p> <p>We made a specific commitment to residents in Mississauga and Etobicoke to relocate the gas generating plant.</p> <p><u>Over the last several weeks, the Ontario Power Authority has been in discussions with Greenfield South.</u></p> <p>Over the weekend (Nov 19/20, 2011), the OPA notified me that Greenfield has agreed to stop construction immediately.</p> <p><u>We are keeping our commitment – there will be no gas plant on this site.</u></p> <p><u>We are pleased with this progress. currently under construction.</u></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><u>We heard from residents that our current process to locate gas plants needed to improve.</u></p> <p><u>As we move forward with our commitment to relocate this plant, we are reviewing the process of how future gas plants will be located in communities.</u></p>	<p>We announced today that we have reached an agreement with Greenfield South Power Corporation to stop construction at Greenfield's power plant site in Mississauga.</p> <p><u>There will be no gas plant located on this site.</u></p> <p><u>The OPA and Greenfield will continue to discuss details, including an agreement on facility relocation.</u></p> <p>are not proceeding with the contract for Greenfield's Mississauga power plant.</p> <p>After several weeks of discussions with Greenfield South Power Corporation, no agreement has been reached to stop construction and relocate. In light of this, we notified the company today that we will not proceed with the contract. Greenfield is financially liable for any further investments in the project.</p> <p><u>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.</u></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 plant</p> <p><u>SCENARIO B — OPA advises Greenfield that it will not proceed with the contract and agreement is reached to stop construction</u></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>OPA has reached an agreement with Greenfield Power Corporation to immediately stop construction of Greenfield's power plant in Mississauga.</p> <p>OPA and Greenfield are now negotiating an agreement to relocate the plant.</p> <p>OPA will not make any further comments while the negotiations are underway.</p>
--	---	--

	<p><u>SCENARIO C — IF f letter/letters become publicLETTER/LETTERS BECOME PUBLIC</u></p> <p>The government is committed to relocating this plant. It is in the ratepayer's interest to stop construction <u>immediately. .of this plant as soon as possible.</u></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>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><i>The government is committed to relocating this plant. It is in the ratepayer's interest to stop construction <u>immediately.of this plant as soon as possible.</u></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>
<u>Letters</u>		
<u>What does/do these letters mean?</u>	<p>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.</p>	<p>It/they mean that the OPA recognized the best next step for all parties involved — ratepayers, the developer and OPA — was not to proceed with the contract.</p>
<u>Timing</u>	<p>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.</p>	
<u>When will construction stop now that</u>	<p>We intend to relocate the plant.</p>	<p><u>Greenfield has agreed to permanently stop</u></p>

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<p><u>Greenfield has agree to stop work while negotiations continue?</u></p>	<p>QUESTIONS AND ANSWERS</p>	<p><i>construction immediately.</i></p>	<p>Formatted: Font: Bold</p>
<p><u>Does this mean construction stops immediately?</u></p>	<p>This means the OPA will not 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.</p>	<p>This means we will no longer proceed with the contract and Greenfield is financially liable for any further investments in the project.</p>	<p>Formatted: Font: Italic</p>
<p><u>Why did it take so long to stop construction?</u></p>	<p><u>Today, the OPA notified me that Greenfield has agreed to permanently stop construction immediately. There will be no gas plant located on this site. 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.</u></p>	<p><u>Residents may see workers still on site as the site will need to be secured. Health and safety is of utmost importance.</u></p>	<p>Formatted: Font: Not Bold</p>
<p>What kind of penalty does the developer face if they don't stop construction?</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>The developer will not be able to recover its costs of ongoing construction.</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><u>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.</u></p> <p>We could not reach an agreement with the plant owners.</p>	

<p><u>Why did negotiations fail?</u></p> <p><u>How long did the OPA give it? How extensive have the discussions been? How much will the construction completed to date cost ratepayers?</u></p> <p><u>Minister, your spokesperson said that legislation is not needed. Is this true?</u></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>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><u>Discussions began as soon as they could between OPA and Greenfield South. We wanted to resolve this in a fair way – these discussions take time. It's only been 46 days since the election and we are pleased with this progress.</u></p> <p><u>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. 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></p> <p><u>Greenfield has agreed to stop construction. If they do not, Greenfield is financially liable for any further investments in the project. This will protect Ontario ratepayers from any future costs.</u></p>	<p><u>If Greenfield do not stop construction as agreed, they will not be able to recover their ongoing costs.</u></p> <p><u>This will protect ratepayers.</u></p> <p><u>These discussions are ongoing. If Greenfield continues construction, they will not be able to recover their ongoing costs. This will protect ratepayers.</u></p> <p><u>Questions about legislation should be referred to the Ministry.</u></p> <p><u>We expect to continue discussions with Greenfield South and hope to reach a satisfactory resolution.</u></p>	<div>Formatted: Font: Italic</div> <div>Formatted: Font: Italic</div> <div>Formatted: Font: Italic</div> <div>Formatted: Font: Italic</div> <div>Formatted: Font: Not Bold</div> <div>Formatted: Font: Not Bold</div> <div>Formatted: Font: Italic</div>
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<u>Will you put this back out to tender?</u>	<u>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.</u>	<u><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></u>	Formatted: Font: Italic
<u>What is the process for finding another site?</u>	<u>These discussions are ongoing. If Greenfield continues construction, they will not be able to recover their ongoing costs. This will protect ratepayers.</u>		Formatted: Font: Not Bold
<u>How come you've cancelled the plants in Mississauga and Oakville but not in Northern York Region.</u>	<u>The OPA is working hard to come to a fair resolution. Unfortunately, after several weeks of discussion with the corporate owners of the plant, the issue has not been resolved. Not proceeding with the contract is simply the next step in the process to ensure ratepayers are protected.</u>	<u><i>These are two very different situations.</i></u> <u><i>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></u>	
<u>Is there a need for an additional power plant in the SWGTA?</u>	<u>Legislation is an option, however, we were hopeful that Greenfield South would work with the OPA to find a satisfactory resolution. They are doing so – Greenfield has agreed to permanently stop construction immediately. There will be no gas plant located on this site. We are pleased with the progress that has been made.</u>	<u>Additional electricity supply is needed in the SWGTA. The timing depends on a number of factors, our best estimate at this point is that it will be required by 2017/18. As announced by the government last year, new transmission can provide the needed supply instead of a power plant in Oakville. The public will be consulted on transmission options.</u>	Formatted: Font: (Default) Arial, 10 pt
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	<u>Discussions to relocate are ongoing – we intend to honour our commitment to relocate the plant as quickly as possible. The best interests of Ontarians and their communities are our primary priority.</u>	<u>Yes, the Long-Term Energy Plan identifies both short and long-term requirements for additional gas-fired generation including meeting local need and providing electricity during peak demand when</u>	Formatted: Font: (Default) Arial, 10 pt
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		<u>nuclear units are being refurbished.</u>	Formatted: Font: (Default) Arial
<u>Is another plant even needed in the province?</u>			Formatted: Font: (Default) Arial, 10 pt
<u>How can you negotiate relocating the plant with Greenfield when the government is currently reviewing how the location of gas plants are determined?</u>	<u>We heard from residents that our current process to locate gas plants needed to improve. As we move forward with our commitment to relocate this plant, we are reviewing the process how future gas plants will be located in communities. We will work with the OPA to identify a process that takes into consideration system planning requirements and changes as a result of the review.</u>	<u>OPA is aware of the government's review. Like all Ontario gas-fired power plants, a relocated plant will meet all regulatory requirements and approvals.</u>	Formatted: Font: Not Bold
<u>Contract Value</u>	<u>These are two very different situations.</u>		Formatted: Font: (Default) Arial
<u>Why should anyone want to contract with OPA or government after this?</u>	<u>We made a specific commitment to the residents of Mississauga during the election. Mississauga voters overwhelmingly agreed with our commitment to relocate the gas generating plant. We intend to honour our commitment.</u>	<u>Our agency has a successful track record for negotiating and fulfilling contracts in the best interest of Ontario ratepayers.</u>	Formatted: Font: Italic
		<u>This is not a unique case.</u>	Formatted: Centered
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<u>What's the status of negotiations with TransCanada?</u>	<u>Additional electricity supply is needed in the SWGTA. The timing depends on a number of factors, our best estimate at this point is that it will be required by 2017/18. As announced by the government last year, new transmission can provide the needed supply instead of a power plant in Oakville. The public will be consulted on transmission options. (Did not provide this level of detail in answering question today)</u>	<u>We have been speaking frequently with the developer for the past month.</u>	Formatted: Font: (Default) Arial, 10 pt
		<u>Discussions with TransCanada continue.</u>	
	<u>Yes, the Long-Term Energy Plan identifies both short and long-term requirements for additional gas-fired generation including meeting</u>		Formatted: Font: (Default) Arial, 10 pt

<p><u>Will the cost of these contract cancellations be made public knowledge at some time?</u></p> <p>There's been strong and persistent opposition in other communities – Northern York Region for example, yet those plants are proceeding. Why are you stopping this one?</p> <p><u>If letters become public</u></p> <p>What does “most appropriate way to allocate compensation between the OPA and Crown” mean?</p> <p><u>Exactly how much is it going to cost to cancel this contract?</u></p>	<p><u>local need and providing electricity during peak demand when nuclear units are being refurbished.</u></p> <p><u>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.</u></p> <p><u>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.</u></p> <p><u>Like any other business, energy partners work together to respond to changing conditions. We made a commitment to the residents of Mississauga and Etobicoke and this is the next step to honour that commitment.</u></p> <p><u>Discussions with TransCanada continue.</u></p> <p><u>Discussions are ongoing. I can tell you our government is committed to conducting business in an open and transparent manner. That's</u></p>	<p><u>Contracts are commercially sensitive. It is up to the developer to determine what they are willing to make public and when.</u></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> <p><i>We are committed to finding a fair resolution that upholds ratepayer value.</i></p>	<p>Formatted: Font: Not Bold</p> <p>Formatted: Font: Not Bold</p> <p>Formatted: Centered, Indent: Left: 0"</p> <p>Formatted: Font: Not Bold</p> <p>Formatted: Font: Not Bold</p>
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	<p><u>why I'm here today – to provide you with an update. The OPA has reached an agreement and construction will permanently stop immediately. This is great news and we are pleased with this progress. ▲</u></p>	<p><u><i>It means we will sit down together to determine how to share the cost of cancelling the contract, giving full recognition to ratepayer value and contractual obligations.</i></u></p>
<p>How long will settlement negotiations take? Is there a drop-dead date?</p> <p>Are these letters precedent-setting? Has the Ministry or OPA sent similar letters before?</p>	<p><u>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.</u></p> <p><u>We made a specific commitment to residents in Mississauga and Etobicoke to relocate the gas generating plant 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 and we committed to relocating the plant. In addition, we are reviewing the process of how gas plants are located in communities – they will guide our future plans.</u></p>	<p><u><i>We will take the time needed to find a fair solution.</i></u></p> <p><i>No. Such letters are not precedent-setting. Our agency conducts business on behalf of the people of Ontario. We do so in an open and transparent manner.</i></p>
<p><u>Contract Termination</u></p>	<p><u>It means 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. ▲</u></p>	
<p><u>Has the contract been terminated?</u></p>	<p><u>No. S. Such letters are not precedent-setting. Our government conducts business on behalf of the people of Ontario in an open and transparent manner.</u></p>	<p><u><i>We will not be proceeding with the contract for Greenfield's Mississauga power plant. After several weeks of discussions, the issue has not been resolved. In light of this, we have notified Greenfield that we are not proceeding with the contract. Greenfield is financially liable for any further</i></u></p>

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Who terminated the contract?		investments in the project.
Why was the contract terminated? Were other solutions not viable?	The OPA is working hard to come to a fair resolution. Unfortunately, after several weeks of discussion with the corporate owners of the plant the issue has not been resolved. Not proceeding with the contract is simply the next step in the process to ensure ratepayers are protected.	We informed Greenfield that we will not proceed with the contract.
Did the OPA terminate the contract at the government's request?	<p>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.</p> <p>-</p> <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 the issue has not been resolved</p> <p>The OPA has informed Greenfield that it is taking this step in the</p>	<p>We 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.</p> <p>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.</p> <p>Contract negotiations are commercial sensitive and we cannot say more than that.</p>

Why wasn't the contract terminated sooner?	process and will not proceed with the contract. Contract negotiations are commercially sensitive. These discussions are confidential.	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.
If the OPA is terminating the contract, how can you get the company to work with the OPA to relocate the site?	The OPA, as the contract holder, has been in discussions with Greenfield South to resolve this matter. 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.	We will pursue further discussions with Greenfield South.
Will Greenfield South be the company to build the relocated plant? Do you have assurances from them on that?	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.	We expect to continue discussions with Greenfield South and hope to reach a satisfactory resolution.
Will you put this back out to tender?	The OPA will pursue further discussions with Greenfield South.	We expect to continue discussions with Greenfield South and hope to reach a satisfactory resolution.
What is the process		

for finding another site?	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.	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.
How come you've cancelled the plants in Mississauga and Oakville but not in Northern York Region?	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.	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.
	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.	
	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><u>Construction</u></p> <p>Now that the OPA has terminated the contract, will work stop at the site?</p> <p>Will legislation be required to stop construction?</p> <p>Minister, your spokesperson said that legislation was not needed, is this true?</p>	<p>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>We have asked the developer to stop work at the site</p> <p>The government is best able to answer this question.</p> <p>The government is best able to answer this question.</p>
<p><u>Contract Value</u></p> <p>Why should anyone want to contract with OPA or government after this?</p>	<p>The government and our agencies have successful track records for negotiating and fulfilling contracts in the best interest of Ontario taxpayers.</p> <p>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>Our agency has a successful track record for negotiating and fulfilling contracts in the best interest of Ontario ratepayers.</p> <p>This is a unique case.</p>

What's the status of negotiations with TransCanada?	Discussions with TransCanada continue. We do not have an update at this time.	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. Our government is committed to conducting business in an open and transparent manner.	Contracts are commercially sensitive. It is up to the developer to determine what they are willing to make public and when.
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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 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. On November 21, 2011 the OPA sent 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>We made a specific commitment to residents in Mississauga and Etobicoke to relocate the gas generating plant.</p> <p>Over the last several weeks, the Ontario Power Authority has been in discussions with Greenfield South.</p> <p>Over the weekend (Nov 19/20, 2011), the OPA notified me that Greenfield has agreed to stop construction immediately.</p> <p>We are keeping our commitment – there will be no gas plant on this site.</p> <p>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.</p> <p>We heard from residents that our current process to locate gas plants needed to improve.</p> <p>As we move forward with our commitment to relocate this plant, we are reviewing the process of how future gas plants will be located in communities.</p>	<p><i>We have reached an agreement with Greenfield South Power Corporation to stop construction at Greenfield's power plant site in Mississauga.</i></p> <p><i>There will be no gas plant located on this site.</i></p> <p><i>The OPA and Greenfield will continue to discuss details, including an agreement on facility relocation.</i></p>

<p style="text-align: center;"><u>Timing</u></p> <p>When will construction stop now that Greenfield has agreed to stop work while negotiations continue?</p>	<p><u>IF LETTER/LETTERS BECOME PUBLIC</u></p> <p>The government is committed to relocating this plant. It is in the ratepayer's interest to stop construction immediately.</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>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><u>QUESTIONS AND ANSWERS</u></p> <p>Today, the OPA notified me that Greenfield has agreed to permanently stop construction immediately. There will be no gas plant located on this site. 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.</p> <p>Residents may see workers still on site as the site will need to be secured. Health and safety is of utmost importance.</p>	<p><i>The government is committed to relocating this plant. It is in the ratepayer's interest to stop construction immediately..</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> <p><i>Greenfield has agreed to permanently stop construction immediately.</i></p> <p><i>Residents may see workers still on site as the site will need to be secured. Health and safety is of utmost importance.</i></p>
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<p>Why did it take so long to stop construction?</p>	<p>Discussions began as soon as they could between OPA and Greenfield South. We wanted to resolve this in a fair way – these discussions take time. It's only been 46 days since the election and we are pleased with this progress.</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>What kind of penalty does the developer face if they don't stop construction?</p>	<p>Greenfield has agreed to stop construction. If they do not, Greenfield is financially liable for any further investments in the project. This will protect Ontario ratepayers from any future costs.</p>	<p><i>If Greenfield do not stop construction as agreed, they will not be able to recover their ongoing costs.</i></p> <p><i>This will protect ratepayers.</i></p>
<p>How much will the construction completed to date cost ratepayers?</p>	<p>These discussions are ongoing. If Greenfield continues construction, they will not be able to recover their ongoing costs. This will protect ratepayers.</p>	<p><i>These discussions are ongoing. If Greenfield continues construction, they will not be able to recover their ongoing costs. This will protect ratepayers.</i></p>
<p>Minister, your spokesperson said that legislation is not needed. Is this true?</p>	<p>Legislation is an option, however, we were hopeful that Greenfield South would work with the OPA to find a satisfactory resolution. They are doing so – Greenfield has agreed to permanently stop construction immediately. There will be no gas plant located on this site. We are pleased with the progress that has been made.</p>	<p><i>Questions about legislation should be referred to the Ministry.</i></p>

<p>Will you put this back out to tender?</p>	<p>Discussions to relocate are ongoing – we intend to honour our commitment to relocate the plant as quickly as possible. The best interests of Ontarians and their communities are our primary priority.</p>	<p><i>We expect to continue discussions with Greenfield South and hope to reach a satisfactory resolution.</i></p>
<p>What is the process for finding another site?</p>	<p>We heard from residents that our current process to locate gas plants needed to improve. As we move forward with our commitment to relocate this plant, we are reviewing the process how future gas plants will be located in communities. We will work with the OPA to identify a process that takes into consideration system planning requirements and changes as a result of the review.</p>	<p><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></p>
<p>How come you've cancelled the plants in Mississauga and Oakville but not in Northern York Region.</p>	<p>These are two very different situations.</p> <p>We made a specific commitment to the residents of Mississauga during the election. Mississauga voters overwhelmingly agreed with our commitment to relocate the gas generating plant. We intend to honour our commitment.</p>	<p><i>These are two very different situations.</i></p> <p><i>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>Is there a need for an additional power plant in the SWGTA?</p>	<p>Additional electricity supply is needed in the SWGTA. The timing depends on a number of factors, our best estimate at this point is that it will be required by 2017/18. As announced by the government last year, new transmission can provide the needed supply instead of a power plant in Oakville. The public will be consulted on transmission options. (Did not provide this level of detail in answering question today)</p>	<p>Additional electricity supply is needed in the SWGTA. The timing depends on a number of factors, our best estimate at this point is that it will be required by 2017/18. As announced by the government last year, new transmission can provide the needed supply instead of a power plant in Oakville. The public will be consulted on transmission options.</p>

<p>Is another plant even needed in the province?</p> <p>How can you negotiate relocating the plant with Greenfield when the government is currently reviewing how the location of gas plants are determined?</p> <p><u>Contract Value</u></p> <p>Why should anyone want to contract with OPA or government after this?</p> <p>What's the status of negotiations with TransCanada?</p>	<p>Yes, the Long-Term Energy Plan identifies both short and long-term requirements for additional gas-fired generation including meeting local need and providing electricity during peak demand when nuclear units are being refurbished.</p> <p>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.</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.</p> <p>Like any other business, energy partners work together to respond to changing conditions. We made a commitment to the residents of Mississauga and Etobicoke and this is the next step to honour that commitment.</p> <p>Discussions with TransCanada continue.</p>	<p>Yes, the Long-Term Energy Plan identifies both short and long-term requirements for additional gas-fired generation including meeting local need and providing electricity during peak demand when nuclear units are being refurbished.</p> <p>OPA is aware of the government's review. Like all Ontario gas-fired power plants, a relocated plant will meet all regulatory requirements and approvals.</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 not a unique case.</i></p> <p><i>Discussions with TransCanada continue.</i></p>
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<p>Will the cost of these contract cancellations be made public knowledge at some time?</p> <p>There's been strong and persistent opposition in other communities – Northern York Region for example, yet those plants are proceeding. Why are you stopping this one?</p> <p>If letters become <u>public</u></p> <p>What does “most appropriate way to allocate compensation between the OPA and Crown” mean?</p> <p>Are these letters precedent-setting? Has the Ministry or OPA sent similar letters before?</p>	<p>Discussions are ongoing. I can tell you our government is committed to conducting business in an open and transparent manner. That's why I'm here today – to provide you with an update. The OPA has reached an agreement and construction will permanently stop immediately. This is great news and we are pleased with this progress.</p> <p>We made a specific commitment to residents in Mississauga and Etobicoke to relocate the gas generating plant 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 and we committed to relocating the plant. In addition, we are reviewing the process of how gas plants are located in communities – they will guide our future plans.</p> <p>It means we will sit down together to determine how to share the cost of cancelling the contract, giving full recognition to ratepayer value and contractual obligations.</p> <p>No. Such letters are not precedent-setting. Our government conducts business on behalf of the people of Ontario in an open and transparent manner.</p>	<p><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><i>It means we will sit down together to determine how to share the cost of cancelling the contract, giving full recognition to ratepayer value and contractual obligations.</i></p> <p><i>No. Such letters are not precedent-setting. Our agency conducts business on behalf of the people of Ontario. We do so in an open and transparent manner.</i></p>
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<div data-bbox="176 120 525 267"></div> <div data-bbox="176 462 525 576"></div> <div data-bbox="176 706 525 820"></div> <div data-bbox="176 950 525 1063"></div>	<div data-bbox="525 120 1360 219"><div data-bbox="525 120 1360 219">Unrelated content removed</div></div> <div data-bbox="525 235 1360 397"></div> <div data-bbox="525 479 1360 641"></div> <div data-bbox="525 722 1360 885"></div> <div data-bbox="525 950 1360 1079"></div>	
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Fisher, Petra (ENERGY)

From: Kovesfalvi, Sylvia (ENERGY)
Sent: November-21-11 5:45 PM
To: 'Kristin Jenkins'; Patricia Phillips
Subject: FW: Master KM/QA
Attachments: Greenfield QA - Nov21.5pm.TRACKED.doc; Greenfield QA - Nov21.5pm.CLEAN.doc

Duplicate attachments removed

ps – did OPA send the second letter today? (first page assumes it did – if it didn't, need to delete that bit)

From: Kovesfalvi, Sylvia (ENERGY)
Sent: November 21, 2011 5:31 PM
To: 'Kristin Jenkins'; Patricia Phillips
Subject: Master KM/QA

Attached are tracked and clean versions. These have not yet been blessed by our Legal/policy folks but as the content reflects approved statements/previous versions (and what you sent over today), I'm not expecting many, if any changes.

I'll forward FINAL.APPROVED as soon as I have it.

Cayley, Daniel (ENERGY)

From: Calwell, Carolyn (ENERGY)
Sent: November-21-11 8:13 PM
To: Perun, Halyna N. (ENERGY)
Subject: OPA

Comms just confirmed that the 2nd letter to Greenfield was never sent. Will be interested to hear an update when available.

Carolyn

Cayley, Daniel (ENERGY)

From: Perun, Halyna N. (ENERGY)
Sent: November-21-11 9:53 AM
To: Wilson, Malliha (JUS); Lung, Ken (JUS)
Cc: Calwell, Carolyn (ENERGY)
Subject: FW: Statement from Ontario Minister of Energy Chris Bentley
Attachments: OPA Statement-Stop Construction-FINAL (2).docx

Privileged and Confidential

Hi – As of last evening OPA and Greenfield were still negotiating – and we have not heard as yet this morning the final details of the agreement reached. Mike Lyle promised to call me this morn post the OPA board meeting in progress now. But it certainly looks like good news. When we know more details, we'll send you a note

Halyna

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

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From: Energy In The News (ENERGY)

Sent: November 21, 2011 9:40 AM

To: Bacci, Gloria (ENERGY); Biggs, Megan (ENERGY); Botond, Erika (ENERGY); Brown, Nzinga (ENERGY); Calwell, Carolyn (ENERGY); Carson, Cheryl (ENERGY); Cayley, Daniel (ENERGY); Cheung, Cathy (ENERGY); Collins, Jason R. (ENERGY); Dier, Kirby (ENERGY); Dreyfuss, Eric (ENERGY); Dunn, Ryan (ENERGY); Dunning, Rebecca (ENERGY); England, Michael (ENERGY); Gemmiti, Paola (ENERGY); George, Shemain (ENERGY); Gerard, Paul (ENERGY); Gibbs, Diana (ENERGY); Gordon, Robert (ENERGY); Johnson, Paul (ENERGY); Kacaba, Jennifer (ENERGY); Kett, Jennifer (ENERGY); King, Ryan (ENERGY); Kourakos, Georgina (ENERGY); Kovesfalvi, Sylvia (ENERGY); Krstev, Viki (ENERGY); Kulendran, Jesse (ENERGY); Landmann, Peter (ENERGY); Lindsay, Ken (ENERGY); Linington, Brenda (ENERGY); Malcolm, Pauline (ENERGY); Mieto, Erika (ENERGY); Mitchell, Andrew (ENERGY); Morton, Robert (ENERGY); Nutter, George (ENERGY); O'Donnell, Cheryl (ENERGY); Oxford, Kelly (ENERGY); Perun, Halyna N. (ENERGY); Pitkeathly, Doreen (ENERGY); Pletsch, Adam (ENERGY); Prithipal, Shantie (ENERGY); Rehob, James (ENERGY); Renwick, Meredith (ENERGY); Sharkawi, Rula (ENERGY); Shear, Dan (ENERGY); Silva, Joseph (ENERGY); Sluiman, Harmony (ENERGY); Smith, Mark (ENERGY); Springman, Hartley (ENERGY); Stefanac, Rosalind (ENERGY); Sylvis, Laura (ENERGY); Thompson, Erin (ENERGY); Todd, Brian (ENERGY); Wismer, Jennifer (ENERGY); Wolgelerenter, Debbie (ENERGY); Zoladek, Marta (ENERGY)

Subject: Statement from Ontario Minister of Energy Chris Bentley

Statement from Ontario Minister of Energy Chris Bentley

November 21, 2011 9:30 AM

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

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

We are keeping our commitment - there will be no gas plant on this site. The OPA and Greenfield continue to discuss the relocation options for the plant.

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 from residents that our current process to locate gas plants needed to improve. As we move forward with our commitment to relocate this plant, we are reviewing the process of how future gas plants will be located in communities.

CONTACTS

- For media inquiries call:
Jennifer Kett, Minister's Office
416-327-6747
jennifer.kett@ontario.ca
- For media inquiries call:
Paul Gerard, Communications Branch
416-327-7226
paul.gerard@ontario.ca
- For public inquiries call:
1-888-668-4636
TTY: 1-800-239-4224

Ministry of Energy
ontario.ca/energy

MEDIA STATEMENT

Agreement Reached to Stop Construction of Mississauga Power Plant

Toronto, Nov 21, 2011 - The Ontario Power Authority (OPA) announced today that it has reached an agreement with Greenfield South Power Corporation to stop construction at Greenfield's power plant site in Mississauga. There will be no gas plant located on this site.

The OPA and Greenfield will continue to discuss details, including an agreement on facility relocation.

-30-

Media Contact:

Tim Butters, Ontario Power Authority: 416-969-6307 / Toll Free: 1-800-797-9604

Fisher, Petra (ENERGY)

From: Rehob, James (ENERGY)
Sent: November-22-11 10:50 AM
To: Linington, Brenda (ENERGY)
Cc: Letourneau, Amanda (ENERGY)
Subject: FW:Greenfield South - Scanned document is attached
Attachments: Map.pdf

Categories: Green Category

Hi, Brenda – FYI: Scanned document includes the research that Ralph Eades had kindly pulled together at Amanda's request.

Kindly,

James

From: Montano, Teresita (ENERGY)
Sent: November 22, 2011 10:34 AM
To: Letourneau, Amanda (ENERGY); Rehob, James (ENERGY)
Subject: Scanned document is attached

Teresita Montano
Legal Services Branch
Ministry of Energy
Ministry of Infrastructure
777 Bay St., 4th Floor
Toronto, ON M5G 2E5

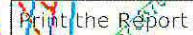
 Tel: 416-325-6840;  Fax: 416-325-1781

E-mail: teresita.montano@ontario.ca

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Prepared: Friday, November 18, 2011 12:45:01 PM
For: WEB02\EadesRa

0 87 m

LRO	43
PIN	133360580
ASSESSMENT ROLL NUMBER	N/A
REGISTRATION TYPE	LT
LAND REGISTRY STATUS	ACTIVE
MUNICIPALITY	MISSISSAUGA
ADDRESS	N/A N/A

AREA	43415 m2
PERIMETER	1018 m
DESCRIPTION	PT LTS 2 & 3 CON 1 SDS DES PT 1 PL 43R7398, EXCEPT PT 1 PL 43R24263 & PT 2 PL 43R32622; MISSISSAUGA; T/W AS IN RO543198.
PARTY TO	GREENFIELD SOUTH POWER CORPORATION

Sales History

INSTRUMENT NUMBER	REGISTRATION DATE	CONSIDERATION VALUE	INSTRUMENT TYPE	PARTY TO
N/A	2006-03-30	2547400	T	GREENFIELD SOUTH POWER CORPORATION

DISCLAIMER INFORMATION

**Reports Not the Official
Record**

Reports other than the Parcel Register, obtained through Purview "TM" Risk Management Services are not the official government record and will not necessarily reflect the current status of interests in land.

**Currency of
Information**

Data contained in the Purview reports are not maintained real-time. Data contained in reports, other than the Parcel Register, may be out of date ten business days or more from data contained in POLARIS.

Coverage

Data, information and other products and services accessed through the Purview Risk Management Services are limited to certain land registry offices in the areas identified on the coverage map.

**Completeness of the
Sales History Report**

Some Sales History Reports may be incomplete due to the amount of data collected during POLARIS title automation. Subject properties may also show nominal consideration or sales price (e.g. \$2) in cases such as transfers between spouses or in tax exempt transfers.

Fisher, Petra (ENERGY)

From: Kristin Jenkins <Kristin.Jenkins@powerauthority.on.ca>
Sent: November-22-11 11:47 AM
To: laura.cooke@HydroOne.com; Jennings, Rick (ENERGY)
Cc: Spencer.Gill@HydroOne.com
Subject: RE: Email to Greenfield

Laura - will call you.

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

From: laura.cooke@HydroOne.com [mailto:laura.cooke@HydroOne.com]
Sent: November 22, 2011 11:31 AM
To: Rick.Jennings@ontario.ca; Kristin Jenkins
Cc: Spencer.Gill@HydroOne.com
Subject: Email to Greenfield

Our Planners would like to close the loop with Greenfield based on yesterday's announcement. Pls see draft text below and let me know if you have any issues concerns or are aware of reasons why we should wait.

We have received the following press release from the Ontario Power Authority ("OPA"):

The Ontario Power Authority (OPA) announced today that it has reached an agreement with Greenfield South Power Corporation to stop construction at Greenfield's power plant site in Mississauga. There will be no gas plant located on this site.

On this basis, can Greenfield South Power Corporation ("

GSPC") provide a written confirmation that GSPC wishes to cancel the performance of the work that Hydro One has not performed to date under the terms of the Amended and Re-stated Pre-CCRA Letter Agreement for Advance Payment of Engineering Design Work and Procurement of Certain Equipment Prior to Execution of a Generation Facility Connection and Cost Recovery Agreement dated November 3, 2011 (the "

Pre-CCRA Letter Agreement").

You will be advised of the costs that Hydro One has expended to-date on the project within

xxxxx weeks. Please contact me if you have any questions or require further information.

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Cayley, Daniel (ENERGY)

From: Michael Lyle <Michael.Lyle@powerauthority.on.ca>
Sent: November-22-11 1:51 PM
To: Perun, Halyna N. (ENERGY)
Subject: Re: update?
Attachments: image001.gif

Attachment is image below

Still working on one key remaining issue.

From: Perun, Halyna N. (ENERGY) [mailto:Halyna.Perun2@ontario.ca]
Sent: Tuesday, November 22, 2011 01:31 PM
To: Michael Lyle
Subject: RE: update?

Hi – anything new?

Halyna

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

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From: Michael Lyle [mailto:Michael.Lyle@powerauthority.on.ca]
Sent: November 21, 2011 3:13 PM
To: Perun, Halyna N. (ENERGY)
Subject: Re: update?

Still waiting to hear back from Greenfield.

From: Perun, Halyna N. (ENERGY) [mailto:Halyna.Perun2@ontario.ca]
Sent: Monday, November 21, 2011 03:10 PM
To: Michael Lyle
Subject: update?

Privileged and Confidential

Hi – managed to get CO/PO to stand down it's request for the draft – but am sure they'll be looking for something before end of day - any info re latest? Thanks very much Mike

Halyna

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

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Cayley, Daniel (ENERGY)

From: Gerard, Paul (ENERGY)
Sent: November-22-11 3:01 PM
To: Collins, Jason R. (ENERGY); King, Ryan (ENERGY); Perun, Halyna N. (ENERGY); Calwell, Carolyn (ENERGY)
Subject: URGENT MEDIA CALL - OPA - Daily Commercial News - Greenfield South (DEADLINE 4PM TODAY)

Importance: High

Hello,

We've received another media call into the OPA.

Please could you look it over because the convenience clause seems new.

The deadline is 4 p.m. this afternoon.

Thanks.

Paul.

From: Tim Butters [mailto:Tim.Butters@powerauthority.on.ca]
Sent: November 22, 2011 2:46 PM
To: Kovesfalvi, Sylvia (ENERGY); Sharkawi, Rula (ENERGY)
Cc: Patricia Phillips
Subject: MEDIA request: Greg Meckbach - Daily Commercial News re Greenfield South (review required asap)
Importance: High

Hi Rula and Sylvia,

Earlier today we received a call from Greg Meckbach (Digital Media Editor) at Daily Commercial News and Construction Record in Markham. He asked to speak to us about some questions he has about yesterday's announcement re Greenfield South:

- *Cost:* Does the OPA have an estimate on how much the developer will receive from the government for cancelling the contract?
- *Contract:* Can you confirm that there was no termination for convenience clause (i.e. clause in many government contracts that gives the government the right to unilaterally terminate the contract at any time with or without giving any reason).

Here is our proposed response which has been reviewed by Kristin and our vice president of Legal. Please review. We require an approved response by **4:00 PM today**.

RESPONSE:

Hi Greg,

Thank you for your message.

The OPA and Greenfield continue to discuss details, including an agreement on facility relocation. These discussions are ongoing, and we cannot comment on the specifics of these discussions while they are in-progress. OPA's standard form Clean Energy Supply (CES) contract does not contain a termination for convenience clause. However, we are not able to comment on particular provisions of the Greenfield contract.

Regards,

Tim Butters

Tim Butters | Media Relations Specialist

Ontario Power Authority

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

Phone: 416.969.6249 | Fax: 416.967.1947 | Email: tim.butters@powerauthority.on.ca

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Fisher, Petra (ENERGY)

From: Botond, Erika (ENERGY)
Sent: November-22-11 3:04 PM
To: Gerard, Paul (ENERGY); Kett, Jennifer (ENERGY)
Cc: Dunn, Ryan (ENERGY); Kulendran, Jesse (ENERGY); Silva, Joseph (ENERGY); Kovesfalvi, Sylvia (ENERGY)
Subject: Re: URGENT MEDIA CALL - OPA - Daily Commercial News - Greenfield South (DEADLINE 4PM TODAY)

We should not get into any clauses.

From: Gerard, Paul (ENERGY)
To: Kett, Jennifer (ENERGY)
Cc: Botond, Erika (ENERGY); Dunn, Ryan (ENERGY); Kulendran, Jesse (ENERGY); Silva, Joseph (ENERGY); Kovesfalvi, Sylvia (ENERGY)
Sent: Tue Nov 22 15:01:29 2011
Subject: URGENT MEDIA CALL - OPA - Daily Commercial News - Greenfield South (DEADLINE 4PM TODAY)

Hi Jen,

Another media call has come into the OPA.

I'm running this response by legal and policy because the convenience clause seems new.

Paul.

From: Tim Butters [mailto:Tim.Butters@powerauthority.on.ca]
Sent: November 22, 2011 2:46 PM
To: Kovesfalvi, Sylvia (ENERGY); Sharkawi, Rula (ENERGY)
Cc: Patricia Phillips
Subject: MEDIA request: Greg Meckbach - Daily Commercial News re Greenfield South (review required asap)
Importance: High

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Here is our proposed response which has been reviewed by Kristin and our vice president of Legal. Please review. We require an approved response by **4:00 PM today**.

RESPONSE:

Hi Greg,

Thank you for your message.

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Regards,

Tim Butters

Tim Butters | Media Relations Specialist

Ontario Power Authority

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

Phone: 416.969.6249 | Fax: 416.967.1947 | Email: tim.butters@powerauthority.on.ca

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Cayley, Daniel (ENERGY)

From: Gerard, Paul (ENERGY)
Sent: November-22-11 3:08 PM
To: Calwell, Carolyn (ENERGY); Collins, Jason R. (ENERGY); King, Ryan (ENERGY); Perun, Halyna N. (ENERGY)
Subject: RE: URGENT MEDIA CALL - OPA - Daily Commercial News - Greenfield South (DEADLINE 4PM TODAY)

Excellent. Thank you.

If everyone else is fine with this I'll run it by the minister's office.

From: Calwell, Carolyn (ENERGY)
Sent: 22-Nov-11 15:07
To: Gerard, Paul (ENERGY); Collins, Jason R. (ENERGY); King, Ryan (ENERGY); Perun, Halyna N. (ENERGY)
Subject: RE: URGENT MEDIA CALL - OPA - Daily Commercial News - Greenfield South (DEADLINE 4PM TODAY)

Confidential/Solicitor-Client Privileged

I'm not sure why the comment would include a reference to the Clean Energy Supply contract. It would be better to take that sentence out and have the response read as follows:

Hi Greg,

Thank you for your message.

The OPA and Greenfield continue to discuss details, including an agreement on facility relocation. These discussions are ongoing, and we cannot comment on the specifics of these discussions while they are in-progress. We are not able to comment on particular provisions of the Greenfield contract.

Regards,

Tim Butters

From: Gerard, Paul (ENERGY)
Sent: November 22, 2011 3:01 PM
To: Collins, Jason R. (ENERGY); King, Ryan (ENERGY); Perun, Halyna N. (ENERGY); Calwell, Carolyn (ENERGY)
Subject: URGENT MEDIA CALL - OPA - Daily Commercial News - Greenfield South (DEADLINE 4PM TODAY)
Importance: High

Hello,

We've received another media call into the OPA.

Please could you look it over because the convenience clause seems new.

The deadline is 4 p.m. this afternoon.

Thanks.

Paul.

From: Tim Butters [mailto:Tim.Butters@powerauthority.on.ca]
Sent: November 22, 2011 2:46 PM
To: Kovesfalvi, Sylvia (ENERGY); Sharkawi, Rula (ENERGY)
Cc: Patricia Phillips
Subject: MEDIA request: Greg Meckbach - Daily Commercial News re Greenfield South (review required asap)
Importance: High

Hi Rula and Sylvia,

Earlier today we received a call from Greg Meckbach (Digital Media Editor) at Daily Commercial News and Construction Record in Markham. He asked to speak to us about some questions he has about yesterday's announcement re Greenfield South:

- *Cost:* Does the OPA have an estimate on how much the developer will receive from the government for cancelling the contract?
- *Contract:* Can you confirm that there was no termination for convenience clause (i.e. clause in many government contracts that gives the government the right to unilaterally terminate the contract at any time with or without giving any reason).

Here is our proposed response which has been reviewed by Kristin and our vice president of Legal. Please review. We require an approved response by **4:00 PM today**.

RESPONSE:

Hi Greg,

Thank you for your message.

The OPA and Greenfield continue to discuss details, including an agreement on facility relocation. These discussions are ongoing, and we cannot comment on the specifics of these discussions while they are in-progress. OPA's standard form Clean Energy Supply (CES) contract does not contain a termination for convenience clause. However, we are not able to comment on particular provisions of the Greenfield contract.

Regards,

Tim Butters

Tim Butters | Media Relations Specialist
Ontario Power Authority
120 Adelaide St W., Suite 1600 | Toronto, Ontario, M5H 1T1
Phone: 416.969.6249 | Fax: 416.967.1947 | Email: tim.butters@powerauthority.on.ca
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Cayley, Daniel (ENERGY)

From: Gerard, Paul (ENERGY)
Sent: November-22-11 3:37 PM
To: Calwell, Carolyn (ENERGY); King, Ryan (ENERGY); Collins, Jason R. (ENERGY); Perun, Halyna N. (ENERGY)
Subject: RE: URGENT MEDIA CALL - OPA - Daily Commercial News - Greenfield South (DEADLINE 4PM TODAY)

Thanks everyone. Much appreciated.

From: Calwell, Carolyn (ENERGY)
Sent: 22-Nov-11 15:27
To: King, Ryan (ENERGY); Gerard, Paul (ENERGY); Collins, Jason R. (ENERGY); Perun, Halyna N. (ENERGY)
Subject: RE: URGENT MEDIA CALL - OPA - Daily Commercial News - Greenfield South (DEADLINE 4PM TODAY)

That's fine.

From: King, Ryan (ENERGY)
Sent: November 22, 2011 3:26 PM
To: Gerard, Paul (ENERGY); Calwell, Carolyn (ENERGY); Collins, Jason R. (ENERGY); Perun, Halyna N. (ENERGY)
Subject: RE: URGENT MEDIA CALL - OPA - Daily Commercial News - Greenfield South (DEADLINE 4PM TODAY)

Looks ok

From: Gerard, Paul (ENERGY)
Sent: November 22, 2011 3:25 PM
To: Calwell, Carolyn (ENERGY); Collins, Jason R. (ENERGY); King, Ryan (ENERGY); Perun, Halyna N. (ENERGY)
Subject: RE: URGENT MEDIA CALL - OPA - Daily Commercial News - Greenfield South (DEADLINE 4PM TODAY)

The minister's office has suggested the following. Please let me know what you think.

The OPA and Greenfield continue to discuss details, including an agreement on facility relocation. As a result of ongoing confidential discussions, we are not able to comment on particular provisions of the Greenfield contract.

From: Calwell, Carolyn (ENERGY)
Sent: 22-Nov-11 15:07
To: Gerard, Paul (ENERGY); Collins, Jason R. (ENERGY); King, Ryan (ENERGY); Perun, Halyna N. (ENERGY)
Subject: RE: URGENT MEDIA CALL - OPA - Daily Commercial News - Greenfield South (DEADLINE 4PM TODAY)

Confidential/Solicitor-Client Privileged

I'm not sure why the comment would include a reference to the Clean Energy Supply contract. It would be better to take that sentence out and have the response read as follows:

Hi Greg,

Thank you for your message.

The OPA and Greenfield continue to discuss details, including an agreement on facility relocation. These discussions are ongoing, and we cannot comment on the specifics of these discussions while they are in-progress. We are not able to comment on particular provisions of the Greenfield contract.

Regards,

Tim Butters

From: Gerard, Paul (ENERGY)
Sent: November 22, 2011 3:01 PM
To: Collins, Jason R. (ENERGY); King, Ryan (ENERGY); Perun, Halyna N. (ENERGY); Calwell, Carolyn (ENERGY)
Subject: URGENT MEDIA CALL - OPA - Daily Commercial News - Greenfield South (DEADLINE 4PM TODAY)
Importance: High

Hello,

We've received another media call into the OPA.

Please could you look it over because the convenience clause seems new.

The deadline is 4 p.m. this afternoon.

Thanks.

Paul.

From: Tim Butters [mailto:Tim.Butters@powerauthority.on.ca]
Sent: November 22, 2011 2:46 PM
To: Kovesfalvi, Sylvia (ENERGY); Sharkawi, Rula (ENERGY)
Cc: Patricia Phillips
Subject: MEDIA request: Greg Meckbach - Daily Commercial News re Greenfield South (review required asap)
Importance: High

Hi Rula and Sylvia,

Earlier today we received a call from Greg Meckbach (Digital Media Editor) at Daily Commercial News and Construction Record in Markham. He asked to speak to us about some questions he has about yesterday's announcement re Greenfield South:

- *Cost:* Does the OPA have an estimate on how much the developer will receive from the government for cancelling the contract?
- *Contract:* Can you confirm that there was no termination for convenience clause (i.e. clause in many government contracts that gives the government the right to unilaterally terminate the contract at any time with or without giving any reason).

Here is our proposed response which has been reviewed by Kristin and our vice president of Legal. Please review. We require an approved response by **4:00 PM today**.

RESPONSE:

Hi Greg,

Thank you for your message.

The OPA and Greenfield continue to discuss details, including an agreement on facility relocation. These discussions are ongoing, and we cannot comment on the specifics of these discussions while they are in-progress. OPA's standard form Clean Energy Supply (CES) contract does not contain a termination for convenience clause. However, we are not able to comment on particular provisions of the Greenfield contract.

Regards,

Tim Butters

Tim Butters | Media Relations Specialist

Ontario Power Authority

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

Phone: 416.969.6249 | Fax: 416.967.1947 | Email: tim.butters@powerauthority.on.ca

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Fisher, Petra (ENERGY)

From: Gerard, Paul (ENERGY)
Sent: November-22-11 4:17 PM
To: Kett, Jennifer (ENERGY)
Cc: Botond, Erika (ENERGY); Dunn, Ryan (ENERGY); Kulendran, Jesse (ENERGY); Silva, Joseph (ENERGY); @ENERGY-COMM-Issues_and_MediaRelations
Subject: FOLLOW-UP MEDIA CALL - CBC (Freelance) - Gas Power Generation (Deadline Wednesday)

Hello Jen,

This reporter has followed up with more questions. Unrelated content removed

Regarding the cancellation of the Oakville and Greenfield South power plants:

- Was the growth in residential population in Oakville and Mississauga the main factor?
- Was there a threshold for the amount of residential buildings for the plant to be moved?

From: koop.mk@gmail.com [mailto:koop.mk@gmail.com] **On Behalf Of** Matthew Kupfer
Sent: 22-Nov-11 15:27
To: Gerard, Paul (ENERGY)
Subject: Re: GTA Natural Gas Power Plant Interview

Thanks Paul:

A few follow-ups.

Is there anyone who I speak to elaborate on this sentence:

"We are reviewing the process how future gas plants will be located in communities – this will guide our future plans."

Unrelated content removed

Unrelated content removed

Was the growth in residential population in Oakville and Mississauga the main factor? Was there a threshold for the amount of residential buildings for the plant to be moved?

On Tue, Nov 22, 2011 at 10:07 AM, Gerard, Paul (ENERGY) <Paul.Gerard@ontario.ca> wrote:

Hello Matthew,

Thanks again for your email.

Unrelated content removed

[Redacted]

[Redacted]

[Redacted]

Unrelated content removed

[Redacted]

[Redacted]

[Redacted]

3) Why were the Oakville and Mississauga plants cancelled while York Energy Centre in King Township was not, though they were all opposed by local communities?

The government made specific commitment to residents of Mississauga and Etobicoke to relocate the gas generating plant. There have been significant changes to the area since the plant was originally approved in 2005, including the construction of several residential buildings.

The decision was made to seek an alternative transmission solution in Oakville that would meet the electricity needs.

The northern York community had voted against the transmission alternative and the plant was needed to meet local requirements. York Energy Centre is working to address the township's concerns.

Unrelated content removed

Unrelated content removed

Additional electricity supply is needed in the southwest Greater Toronto Area. The timing depends on a number of factors; our best estimate at this point is that it will be required by 2017/18. As announced by the government last year, new transmission can provide the needed supply instead of a power plant in Oakville. The public will be consulted on transmission options.

Please don't hesitate to contact me if you need more help.

Kind regards,

Paul.

From: Matthew Kupfer [mailto:matthew.kupfer@gmail.com]

Sent: 21-Nov-11 17:40

To: Gerard, Paul (ENERGY)

Subject: Re: GTA Natural Gas Power Plant Interview

Yes. Thanks.

From: "Gerard, Paul (ENERGY)" <Paul.Gerard@ontario.ca>

Date: Mon, 21 Nov 2011 17:22:03 -0500

To: Matthew Kupfer <matthew.kupfer@gmail.com>

Subject: RE: GTA Natural Gas Power Plant Interview

Hello Matthew,

Unrelated content removed

Unrelated content removed

Thanks,

Paul.

From: koop.mk@gmail.com [mailto:koop.mk@gmail.com] **On Behalf Of** Matthew Kupfer
Sent: 21-Nov-11 12:49
To: Gerard, Paul (ENERGY)
Subject: Re: GTA Natural Gas Power Plant Interview

Thanks, Paul.

I am trying to put the cancellations of the Oakville and Mississauga plants in perspective. Since the Ontario government has been moving to shut down coal-fired power plants, how many natural gas plants have been commissioned and are still scheduled to be completed? York Energy Centre would be one, are there any others?

Matthew

On Mon, Nov 21, 2011 at 12:38 PM, Gerard, Paul (ENERGY) <Paul.Gerard@ontario.ca> wrote:

Hello Matthew,

Unrelated content removed

Paul.

From: Kovesfalvi, Sylvia (ENERGY)
Sent: 20-Nov-11 19:47
To: 'matthew.kupfer@gmail.com'
Cc: Gerard, Paul (ENERGY)

Subject: Re: GTA Natural Gas Power Plant Interview

Unrelated content removed

Sent from my BlackBerry Wireless Handheld

From: koop.mk@gmail.com <koop.mk@gmail.com>
To: Kovesfalvi, Sylvia (ENERGY)
Sent: Sun Nov 20 19:34:44 2011
Subject: Re: GTA Natural Gas Power Plant Interview

Unrelated content removed

On Sun, Nov 20, 2011 at 7:32 PM, Kovesfalvi, Sylvia (ENERGY) <Sylvia.Kovesfalvi@ontario.ca> wrote:

Unrelated content removed

Sent from my BlackBerry Wireless Handheld

From: koop.mk@gmail.com <koop.mk@gmail.com>
To: Kovesfalvi, Sylvia (ENERGY)
Sent: Sun Nov 20 18:44:03 2011
Subject: Re: GTA Natural Gas Power Plant Interview

Unrelated
content

On Sun, Nov 20, 2011 at 6:25 PM, Kovesfalvi, Sylvia (ENERGY) <Sylvia.Kovesfalvi@ontario.ca> wrote:

Unrelated content removed

Sent from my BlackBerry Wireless Handheld

From: koop.mk@gmail.com <koop.mk@gmail.com>
To: Kovesfalvi, Sylvia (ENERGY)
Sent: Sun Nov 20 17:40:50 2011
Subject: GTA Natural Gas Power Plant Interview

Hello,

My name is Matthew Kupfer, I'm a freelance reporter and contributor to the Toronto Standard, Open File Ottawa and CBC Radio.

I'm working on a story about natural gas power plants in the Greater Toronto Area, in part in the context of the decision to cancel Mississauga. I would be happy to talk to a department spokesperson if the minister is not

available. I would like answers for the following questions:

Unrelated content removed

Unrelated content removed

3) Why were the Oakville and Mississauga plants canceled while York Energy Centre in King Township was not, though they were all opposed by local communities?

Unrelated content removed

Unrelated content removed

Thank you,

Matthew Kupfer
[613-618-4918](tel:613-618-4918)

Fisher, Petra (ENERGY)

From: Kovesfalvi, Sylvia (ENERGY)
Sent: November-22-11 5:12 PM
To: 'Tim Butters'; Sharkawi, Rula (ENERGY)
Cc: Patricia Phillips
Subject: RE: MEDIA Request: Chris Clay, Mississauga News - Deadline - Tonight at 6:30 pm

No concerns with your suggested response. Please go ahead.

From: Tim Butters [mailto:Tim.Butters@powerauthority.on.ca]
Sent: November 22, 2011 4:50 PM
To: Sharkawi, Rula (ENERGY); Kovesfalvi, Sylvia (ENERGY)
Cc: Patricia Phillips
Subject: MEDIA Request: Chris Clay, Mississauga News - Deadline - Tonight at 6:30 pm
Importance: High

Hi there,

We received a call from the Mississauga News. Chris Clay would like to know if there are any updates on the negotiations. He also has a question about our media statement.

From the announcement: The OPA and Greenfield will continue to discuss details, including an agreement on facility relocation.

- He would like to know if this means potentially moving the existing structure or allowing the company to build a new plant at a new site.

Here is what we suggest in response:

The OPA and Greenfield continue to discuss details, including an agreement on facility relocation. These discussions are ongoing, and we cannot comment on the specifics of these discussions while they are in progress.

He requires a response by **6:30 PM this evening**.

Regards,

Tim Butters

From: Tim Butters
Sent: November 22, 2011 12:11 PM
To: Kristin Jenkins
Cc: Patricia Phillips; Mary Bernard
Subject: MEDIA Request: Julie Slack, Mississauga News -
Importance: High

Kristin,

I just got another request – this one from a reporter named Julie Slack at the Mississauga News.

Unrelated
content
removed

Please advise.

Questions:

- What are the plans for tear down? Are there any plans?
- What will it cost to tear it down?
- How much has the delay cost taxpayers?
- How do you relocate that plant? Do you tear it down and start from scratch?
- Are there any plans for where it will be located?
- What would you like to see on the site?

Contact Information:

Julie Slack
Reporter
Mississauga News
905-273-8138
jslack@mississauga.net
www.mississauga.com
<http://twitter.com/MissiNewsRoom>

Tim Butters | Media Relations Specialist

Ontario Power Authority
120 Adelaide St W., Suite 1600 | Toronto, Ontario, M5H 1T1
Phone: 416.969.6249 | Fax: 416.967.1947 | Email: tim.butters@powerauthority.on.ca

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Cayley, Daniel (ENERGY)

From: Perun, Halyna N. (ENERGY)
Sent: November-22-11 6:51 PM
To: Lindsay, David (ENERGY)
Cc: Jennings, Rick (ENERGY); Silva, Joseph (ENERGY); Calwell, Carolyn (ENERGY)
Subject: Revised draft agreement - OPA/Greenfield

Privileged and Confidential

Hi – No resolution as yet. The key outstanding item remains the residual value issue.

Halyna

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

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From: Perun, Halyna N. (ENERGY)
Sent: November 21, 2011 12:16 AM
To: Lindsay, David (ENERGY)
Cc: Jennings, Rick (ENERGY); Silva, Joseph (ENERGY); Calwell, Carolyn (ENERGY)
Subject: Re: Revised draft agreement - OPA/Greenfield

Privileged and Confidential

On my end only heard from Mike late into the evening. We understand that parties are getting close to an agreement. Apparently one key outstanding issue is whether residual value gets included in calculating lost profit if no relocation agreement and lost profits end up being arbitrated. Also we've been told that the OPA has a side letter w Eastern re negotiating a new contract for Keele (designed to get them the settlement above 10 M that we understand OEFC has not agreed to pay).

Mike did send me a further iteration of the agreement - but I will hold off sending you it - as there will be more to come though apparently not tonight.

The latest version I received more clearly addresses the possibility of a further nominal 300 MW facility should an incremental 300 MW at the relocated facility not be feasible

Also this version shows that the OPA is to provide Greenfield w security for the performance of OPA's indemnity and other obligations in the amount equal to 150 M.

We understand that comms roll out has OPA statement at 9:30 and min at ten. But as finance, for one, needs to approve the settlement of the keele valley litigation - comms has to be careful not to get ahead of what needs to be in place before

announcement made.

Can discuss further in the am

Regards,

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

Sent using BlackBerry

From: Perun, Halyna N. (ENERGY)
To: Lindsay, David (ENERGY)
Cc: Jennings, Rick (ENERGY); Silva, Joseph (ENERGY); Calwell, Carolyn (ENERGY)
Sent: Sat Nov 19 17:20:01 2011
Subject: Revised draft agreement - OPA/Greenfield

Privileged and Confidential

Attached please find latest iteration of a proposed agreement between the OPA and Greenfield. Key changes to note from OPA's first draft that we saw:

- Title of Agreement changes from "Construction Stoppage and Settlement Agreement" to "Facility Relocation and Settlement Agreement"
- Whereas clarified that it's as a result of the commitment of the Government of Ontario to relocate the Facility and at the request of the OPA that Greenfield is agreeing to stop construction and that the OPA and Greenfield agree to relocate the facility as per the agreement.
- The proposed agreement allows for the continuing manufacture of the gas turbine, the heat recovery steam generator, the transformers and the pumps (presumably to be used in the Relocated Facility). Greenfield is to arrange for suitable storage of this equipment in the meantime.
- The reference to Greenfield requesting that its Electricity Generation Licence be cancelled has been deleted as the licence is not site specific and presumably will be used for the Relocated Facility.
- Greenfield's Equity Sunk Costs (costs re engineering, designing, permitting etc) are to be substantiated by an Independent Engineer
- Greenfield and OPA agree to work together in good faith to determine a suitable site for a new nominal 300 MW natural gas fuelled combined cycle generating facility and the OPA agrees to assist Greenfield in obtaining all licenses, permits, certificates, approvals etc need to advance the Relocated Facility, plus potentially an additional 300 MW depending on system needs.
- The OPA agrees to indemnify, defend and hold harmless Greenfield and its General Contractor from and against any and all losses "relating to, arising out of, or resulting from any claims by Contractors, Suppliers, Governmental Authorities and employees resulting from the cessation of construction of the Facility."
- Greenfield's damages to be determined as the net present value of the net revenues from the Facility that are forecast to be earned by Greenfield during the term of the ARCES contract, taking into account any actions that Greenfield should reasonably be expected to take to mitigate the effect of the termination of the ARCES contract.
- The references to the settlement of the Keele Valley claims have been deleted as the intent is to deal with them in a separate document (we have not seen this document as yet).

This draft agreement is now with Greenfield's counsel for review.

Will keep you posted.

Halyna

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

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BJ DEC 0
DRC-2011-4387 PC - Minister's MPP

Pitkeathly, Doreen (ENERGY)

From: Kmith, Joyce [jkmith@liberal.ola.org]
Sent: November 22, 2011 12:21 PM
To: Write2us (ENERGY)
Subject: FW: Generating station

office forwards
Citizen complaint
about cancellation of
Mississauga gas
plant

S-GTA New Supply

Good Afternoon,

Thank you for your e-mail.

As this matter falls under Mr. Bentley's responsibilities in his role as the Minister of Energy, I have forwarded your correspondence to his ministry office at Queen's Park. They can be reached at write2us@ontario.ca or 1-888-668-3646.

Best wishes,

Joyce Kmith
Constituency Assistant
Chris Bentley, MPP
London West
8-11 Base Line Road East
London, Ontario
N6C 5Z8
(519) 657-3120

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

From: John Stewart [mailto:j4jays@rogers.com]
Sent: November 22, 2011 12:00 PM
To: Bentley_Chris-MPP-CO
Subject: Generating station

Hon. Chris Bentley MPP:

After reading that construction on the Mississauga gas-fired generating station had stopped, I concluded that this action leaves more questions than answers. The first logical question relates to the evaluative process to determine site suitability long before any shovel went in the ground. Surely the site was approved by all authorities relevant to the process prior to construction? Wouldn't this 280 megawatt power-plant have gone a long way in helping Ontario maintain power supply to the surrounding area and beyond? No matter where you chose to build a plant you will be opposed. Why is this site now less suitable than any other site that has yet to be chosen? Didn't you cancel another gas plant in Oakville in 2010? Does no one know what they are doing?

The most credible reason for the about-face seems to have been Liberal vote buying in the last election rather than any science based decision.

Then there's the question of complete and transparent accountability; how much is this debacle going to cost Ontario taxpayers? We have a right to know. As a taxpayer I'm left speechless, again, with the way politicians completely squander our money for political gain due to incompetence or vote buying and then have the nerve to tell us to tighten our belts. The level of hypocrisy is astonishing. And then you wonder why people don't vote!

Disgusted taxpayer,

John Stewart
27 Randerson Ave.
Kitchener, On

Pitkeathly, Doreen (ENERGY)

From: Kmith, Joyce [jkmith@liberal.ola.org]
Sent: November 22, 2011 9:44 AM
To: Write2us (ENERGY)
Subject: FW: Feedback Form - Web Response

DRC-2011-4388
DRC (RJ)
PC: Asks about consequences
of stopping construction
of Greenfield South gas plant.
S. GTA new supply

as this guy's a constit, please send us a copy of your response to him (if there will be one sent out)

Joyce Kmith
Constituency Assistant
Chris Bentley, MPP
London West
8-11 Base Line Road East
London, Ontario
N6C 5Z8
(519) 657-3120

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

From: petechapman13@gmail.com [mailto:petechapman13@gmail.com]
Sent: November 21, 2011 8:33 PM
To: Bentley_Chris-MPP-CO
Subject: Feedback Form - Web Response

Hello Chris, As the Minister of energy I'm wondering if you could explain to me what exactly is going on with the end of the power plant in Mississauga? From what I understand 1 billion dollars has essentially been thrown down the drain. It has not produced one bit of energy but it will be demolished and rebuilt somewhere else? Is this right? This doesn't seem like Mr. McGuinty has the Ontario tax payer in mind. Maybe I'm understanding this wrong and you could explain it better.

Thanks for your time
Pete Chapman
London, ON

Pitkeathly, Doreen (ENERGY)

MC-2011-4393

FYI
A-citizen criticizes

From: Concerned Tradesman [james.findlay8@gmail.com]
Sent: November 22, 2011 2:45 AM
To: Write2us (ENERGY)
Subject: mississauga cogeneration plant

gov't decision to
move Mississauga
gas plant

S - GTA New Supply

To: Webmaster

From:
Concerned Tradesman
james.findlay8@gmail.com

My feedback concerns:
the ministry

Message:

Just wondering why the government is prepared to spend millions of tax payers dollars to relocate this site. I have been to the mississauga site and know first hand it is within a commercial area. Take Thorold cogen for example built right across from an existing sub-division.

That project still went on. I feel it is too little too late to move the project. Structural beamss are up and a condensing unit is already staged on site. The liberals should not have made this promise or maybe the cost of relocating this project should be brought to the knowledge of the public ear.

Concerned TradesMan

Sent from (ip address): 99.232.201.220
(CPE00222dcc4020-CM00222dcc401d.cpe.net.cable.rogers.com)
Date/Time: November 22, 2011 7:44 am
Coming from (referer): <https://www.energy.gov.on.ca/en/contact-us/>
Using (user agent): Mozilla/5.0 (compatible; MSIE 9.0; Windows NT 6.1; WOW64; Trident/5.0)

Fisher, Petra (ENERGY)

From: Jenkins, Allan (ENERGY)
Sent: November-23-11 10:00 AM
To: Poinen, Ruby (ENERGY)
Subject: RE: DUE NOV 30--DRC-2011-4387--STEWART--GTA NEW SUPPLY.doc

This one also requires a non-technical response related to the reasons why the Greenfield South plant was cancelled.

It should be sent back to Correspondence for them to decide whether it should be NR or whether it should be answered by them using the Q and A responses.

From: Poinen, Ruby (ENERGY)
Sent: November 23, 2011 9:55 AM
To: Jenkins, Allan (ENERGY)
Subject: DUE NOV 30--DRC-2011-4387--STEWART--GTA NEW SUPPLY.doc

Fisher, Petra (ENERGY)

From: Kovesfalvi, Sylvia (ENERGY)
Sent: November-23-11 10:34 AM
To: 'Tim Butters'
Cc: Gerard, Paul (ENERGY)
Subject: RE: MEDIA request: Greg Meckbach - Daily Commercial News re Greenfield South (review required asap)

Oh sorry Tim - I thought we got back to you on this yesterday - Paul, can you confirm – thanks.

From: Tim Butters [mailto:Tim.Butters@powerauthority.on.ca]
Sent: November 23, 2011 10:31 AM
To: Kovesfalvi, Sylvia (ENERGY)
Subject: RE: MEDIA request: Greg Meckbach - Daily Commercial News re Greenfield South (review required asap)

Hi Sylvia –

FYI - Greg Meckbach (Daily Commercial News) just followed up to find where we are with his request.

TB

From: Kovesfalvi, Sylvia (ENERGY) [mailto:Sylvia.Kovesfalvi@ontario.ca]
Sent: November 22, 2011 2:49 PM
To: Tim Butters; Sharkawi, Rula (ENERGY)
Cc: Patricia Phillips; Gerard, Paul (ENERGY)
Subject: RE: MEDIA request: Greg Meckbach - Daily Commercial News re Greenfield South (review required asap)

Thanks Tim – will get back to you asap.

From: Tim Butters [mailto:Tim.Butters@powerauthority.on.ca]
Sent: November 22, 2011 2:46 PM
To: Kovesfalvi, Sylvia (ENERGY); Sharkawi, Rula (ENERGY)
Cc: Patricia Phillips
Subject: MEDIA request: Greg Meckbach - Daily Commercial News re Greenfield South (review required asap)
Importance: High

Hi Rula and Sylvia,

Earlier today we received a call from Greg Meckbach (Digital Media Editor) at Daily Commercial News and Construction Record in Markham. He asked to speak to us about some questions he has about yesterday's announcement re Greenfield South:

- *Cost:* Does the OPA have an estimate on how much the developer will receive from the government for cancelling the contract?
- *Contract:* Can you confirm that there was no termination for convenience clause (i.e. clause in many government contracts that gives the government the right to unilaterally terminate the contract at any time with or without giving any reason).

Here is our proposed response which has been reviewed by Kristin and our vice president of Legal. Please review. We require an approved response by **4:00 PM today**.

RESPONSE:

Hi Greg,

Thank you for your message.

The OPA and Greenfield continue to discuss details, including an agreement on facility relocation. These discussions are ongoing, and we cannot comment on the specifics of these discussions while they are in-progress. OPA's standard form Clean Energy Supply (CES) contract does not contain a termination for convenience clause. However, we are not able to comment on particular provisions of the Greenfield contract.

Regards,

Tim Butters

Tim Butters | Media Relations Specialist

Ontario Power Authority

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

Phone: 416.969.6249 | Fax: 416.967.1947 | Email: tim.butters@powerauthority.on.ca

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Fisher, Petra (ENERGY)

From: Gibbs, Diana (ENERGY)
Sent: November-23-11 10:49 AM
To: Pitkeathly, Doreen (ENERGY)
Attachments: QA-repudiationNov14(letter release) CO 430pm.doc

Duplicate attachment removed

Greenfield South Q&A document attached; it wasn't in the FINAL folder, so it may not be 100% approved, but it's the most recent one—without tracked changes showing.

Diana Gibbs
Correspondence Writer/Editor
Ministry of Energy
880 Bay Street
2nd Floor
Toronto ON M7A 2C1
416-327-2485

Fisher, Petra (ENERGY)

From: Pitkeathly, Doreen (ENERGY)
Sent: November-23-11 11:21 AM
To: Gibbs, Diana (ENERGY); Renwick, Meredith (ENERGY)
Cc: Lindsay, Ken (ENERGY)
Subject: FW: Mississauga gas plant
Attachments: Greenfield QA - Nov21.5pm.CLEAN.doc

FYI

From: Kovesfalvi, Sylvia (ENERGY)
Sent: November 23, 2011 11:15 AM
To: Pitkeathly, Doreen (ENERGY)
Subject: RE: Mississauga gas plant

Hi Doreen – here you go. Please note, this is not FINAL (status section on first page needs to be revised). But the QA/messaging should be ok.

From: Pitkeathly, Doreen (ENERGY)
Sent: November 23, 2011 11:03 AM
To: Kovesfalvi, Sylvia (ENERGY)
Subject: Mississauga gas plant

Hi Sylvia,

I know you're busy but I understand from the division that there are Qs and As regarding the gas plant cancellation. Do you know where we can find them? We've had no luck finding anything final in the H drive.

Thanks,
Doreen

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 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. On November 21, 2011 the OPA sent 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>We made a specific commitment to residents in Mississauga and Etobicoke to relocate the gas generating plant.</p> <p>Over the last several weeks, the Ontario Power Authority has been in discussions with Greenfield South.</p> <p>Over the weekend (Nov 19/20, 2011), the OPA notified me that Greenfield has agreed to stop construction immediately.</p> <p>We are keeping our commitment – there will be no gas plant on this site.</p> <p>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.</p> <p>We heard from residents that our current process to locate gas plants needed to improve.</p> <p>As we move forward with our commitment to relocate this plant, we are reviewing the process of how future gas plants will be located in communities.</p>	<p><i>We have reached an agreement with Greenfield South Power Corporation to stop construction at Greenfield's power plant site in Mississauga.</i></p> <p><i>There will be no gas plant located on this site.</i></p> <p><i>The OPA and Greenfield will continue to discuss details, including an agreement on facility relocation.</i></p>

<p style="text-align: center;"><u>Timing</u></p> <p>When will construction stop now that Greenfield has agreed to stop work while negotiations continue?</p>	<p><u>IF LETTER/LETTERS BECOME PUBLIC</u></p> <p>The government is committed to relocating this plant. It is in the ratepayer's interest to stop construction immediately.</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>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><u>QUESTIONS AND ANSWERS</u></p> <p>Today, the OPA notified me that Greenfield has agreed to permanently stop construction immediately. There will be no gas plant located on this site. 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.</p> <p>Residents may see workers still on site as the site will need to be secured. Health and safety is of utmost importance.</p>	<p><i>The government is committed to relocating this plant. It is in the ratepayer's interest to stop construction immediately..</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> <p><i>Greenfield has agreed to permanently stop construction immediately.</i></p> <p><i>Residents may see workers still on site as the site will need to be secured. Health and safety is of utmost importance.</i></p>
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<p>Why did it take so long to stop construction?</p>	<p>Discussions began as soon as they could between OPA and Greenfield South. We wanted to resolve this in a fair way – these discussions take time. It's only been 46 days since the election and we are pleased with this progress.</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>What kind of penalty does the developer face if they don't stop construction?</p>	<p>Greenfield has agreed to stop construction. If they do not, Greenfield is financially liable for any further investments in the project. This will protect Ontario ratepayers from any future costs.</p>	<p><i>If Greenfield do not stop construction as agreed, they will not be able to recover their ongoing costs.</i></p> <p><i>This will protect ratepayers.</i></p>
<p>How much will the construction completed to date cost ratepayers?</p>	<p>These discussions are ongoing. If Greenfield continues construction, they will not be able to recover their ongoing costs. This will protect ratepayers.</p>	<p><i>These discussions are ongoing. If Greenfield continues construction, they will not be able to recover their ongoing costs. This will protect ratepayers.</i></p>
<p>Minister, your spokesperson said that legislation is not needed. Is this true?</p>	<p>Legislation is an option, however, we were hopeful that Greenfield South would work with the OPA to find a satisfactory resolution. They are doing so – Greenfield has agreed to permanently stop construction immediately. There will be no gas plant located on this site. We are pleased with the progress that has been made.</p>	<p><i>Questions about legislation should be referred to the Ministry.</i></p>

<p>Will you put this back out to tender?</p> <p>What is the process for finding another site?</p> <p>How come you've cancelled the plants in Mississauga and Oakville but not in Northern York Region.</p> <p>Is there a need for an additional power plant in the SWGTA?</p>	<p>Discussions to relocate are ongoing – we intend to honour our commitment to relocate the plant as quickly as possible. The best interests of Ontarians and their communities are our primary priority.</p> <p>We heard from residents that our current process to locate gas plants needed to improve. As we move forward with our commitment to relocate this plant, we are reviewing the process how future gas plants will be located in communities. We will work with the OPA to identify a process that takes into consideration system planning requirements and changes as a result of the review.</p> <p>These are two very different situations.</p> <p>We made a specific commitment to the residents of Mississauga during the election. Mississauga voters overwhelmingly agreed with our commitment to relocate the gas generating plant. We intend to honour our commitment.</p> <p>Additional electricity supply is needed in the SWGTA. The timing depends on a number of factors, our best estimate at this point is that it will be required by 2017/18. As announced by the government last year, new transmission can provide the needed supply instead of a power plant in Oakville. The public will be consulted on transmission options. (Did not provide this level of detail in answering question today)</p>	<p><i>We expect to continue discussions with Greenfield South and hope to reach a satisfactory resolution.</i></p> <p><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></p> <p><i>These are two very different situations.</i></p> <p><i>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>Additional electricity supply is needed in the SWGTA. The timing depends on a number of factors, our best estimate at this point is that it will be required by 2017/18. As announced by the government last year, new transmission can provide the needed supply instead of a power plant in Oakville. The public will be consulted on transmission options.</p>
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<p>Is another plant even needed in the province?</p> <p>How can you negotiate relocating the plant with Greenfield when the government is currently reviewing how the location of gas plants are determined?</p> <p><u>Contract Value</u></p> <p>Why should anyone want to contract with OPA or government after this?</p> <p>What's the status of negotiations with TransCanada?</p>	<p>Yes, the Long-Term Energy Plan identifies both short and long-term requirements for additional gas-fired generation including meeting local need and providing electricity during peak demand when nuclear units are being refurbished.</p> <p>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.</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.</p> <p>Like any other business, energy partners work together to respond to changing conditions. We made a commitment to the residents of Mississauga and Etobicoke and this is the next step to honour that commitment.</p> <p>Discussions with TransCanada continue.</p>	<p>Yes, the Long-Term Energy Plan identifies both short and long-term requirements for additional gas-fired generation including meeting local need and providing electricity during peak demand when nuclear units are being refurbished.</p> <p>OPA is aware of the government's review. Like all Ontario gas-fired power plants, a relocated plant will meet all regulatory requirements and approvals.</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 not a unique case.</i></p> <p><i>Discussions with TransCanada continue.</i></p>
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<p>Will the cost of these contract cancellations be made public knowledge at some time?</p> <p>There's been strong and persistent opposition in other communities – Northern York Region for example, yet those plants are proceeding. Why are you stopping this one?</p> <p>If letters become <u>public</u></p> <p>What does “most appropriate way to allocate compensation between the OPA and Crown” mean?</p> <p>Are these letters precedent-setting? Has the Ministry or OPA sent similar letters before?</p>	<p>Discussions are ongoing. I can tell you our government is committed to conducting business in an open and transparent manner. That's why I'm here today – to provide you with an update. The OPA has reached an agreement and construction will permanently stop immediately. This is great news and we are pleased with this progress.</p> <p>We made a specific commitment to residents in Mississauga and Etobicoke to relocate the gas generating plant 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 and we committed to relocating the plant. In addition, we are reviewing the process of how gas plants are located in communities – they will guide our future plans.</p> <p>It means we will sit down together to determine how to share the cost of cancelling the contract, giving full recognition to ratepayer value and contractual obligations.</p> <p>No. Such letters are not precedent-setting. Our government conducts business on behalf of the people of Ontario in an open and transparent manner.</p>	<p><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><i>It means we will sit down together to determine how to share the cost of cancelling the contract, giving full recognition to ratepayer value and contractual obligations.</i></p> <p><i>No. Such letters are not precedent-setting. Our agency conducts business on behalf of the people of Ontario. We do so in an open and transparent manner.</i></p>
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