

## Fisher, Petra (ENERGY)

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**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

Duplicate attachment removed

FYI

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**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

## Cayley, Daniel (ENERGY)

---

**From:** Gerard, Paul (ENERGY)  
**Sent:** November-23-11 11:30 AM  
**To:** King, Ryan (ENERGY); Collins, Jason R. (ENERGY)  
**Subject:** URGENT MEDIA CALL - OPA - Global News Toronto - Greenfield South (Immediate Deadline)  
  
**Importance:** High

Hi Ryan and Emily,

Nishi Gupta from Global News Toronto has asked the OPA whether the Greenfield South plant was covered by the 20-Year Clean Energy Supply Agreement.

Please can you review the OPA's proposed response.

Thanks.

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**From:** Tim Butters [mailto:Tim.Butters@powerauthority.on.ca]  
**Sent:** 23-Nov-11 11:18  
**To:** Kovesfalvi, Sylvia (ENERGY); Sharkawi, Rula (ENERGY)  
**Cc:** Gerard, Paul (ENERGY); Gemmiti, Paola (ENERGY)  
**Subject:** RE: MEDIA Request: Nishi Gupta, Global News Toronto  
**Importance:** High

Good morning,

Nishi Gupta from Global News Toronto got back to me with her questions.

I indicated to her that Kristin Jenkins is in meetings this morning and likely won't be available to speak with her. However, I told her that I would try to assemble some additional background material on the project.

Below is her response followed by our proposed written response:

Basically, I am interested in learning about OPA's role with this plant and if it's construction fell under the 20 Year Clean Energy Supply Agreement. I would also like to get an explainer on the 20 Year Clean Energy Supply Agreement: which corporations are involved, how projects are awarded, general themes of the contracts/agreement, etc.

### OPA Response:

The Greenfield South Power Plant was contracted as a 280-MW natural gas combined cycle gas-fired generating station in Mississauga. It was one of five Clean Energy Supply (CES) contracts for the 2,500 MW Clean Energy Supply Request for Proposals that was launched by the Ministry of Energy in 2004 to support the province's coal phase-out policy. The Clean Energy Supply (CES) contract was for a period of 20-years, with OPA serving as the contract counterparty in the agreement. -



The OPA and Greenfield South Power Corp. 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.

Regards,

Tim Butters

---

**From:** Kovesfalvi, Sylvia (ENERGY) [mailto:Sylvia.Kovesfalvi@ontario.ca]  
**Sent:** November 22, 2011 5:03 PM  
**To:** Tim Butters; Sharkawi, Rula (ENERGY)  
**Cc:** Gerard, Paul (ENERGY); Gemmiti, Paola (ENERGY)  
**Subject:** RE: MEDIA Request: Nishi Gupta, Global News Toronto

Ok – thank you.

---

**From:** Tim Butters [mailto:Tim.Butters@powerauthority.on.ca]  
**Sent:** November 22, 2011 4:56 PM  
**To:** Kovesfalvi, Sylvia (ENERGY); Sharkawi, Rula (ENERGY)  
**Cc:** Gerard, Paul (ENERGY); Gemmiti, Paola (ENERGY)  
**Subject:** RE: MEDIA Request: Nishi Gupta, Global News Toronto

I've committed to sending her yesterday's media statement. When I get back to her, I'll try to get a better idea of what she'd like to ask us. I'll keep you posted.

Tim B

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**From:** Kovesfalvi, Sylvia (ENERGY) [mailto:Sylvia.Kovesfalvi@ontario.ca]  
**Sent:** November 22, 2011 4:51 PM  
**To:** Tim Butters; Sharkawi, Rula (ENERGY)  
**Cc:** Gerard, Paul (ENERGY); Gemmiti, Paola (ENERGY)  
**Subject:** RE: MEDIA Request: Nishi Gupta, Global News Toronto

Hi Tim – is it possible to get a better idea of what her questions would be? (didn't she already speak to the Minister?)

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**From:** Tim Butters [mailto:Tim.Butters@powerauthority.on.ca]  
**Sent:** November 22, 2011 4:46 PM  
**To:** Sharkawi, Rula (ENERGY); Kovesfalvi, Sylvia (ENERGY)  
**Subject:** MEDIA Request: Nishi Gupta, Global News Toronto  
**Importance:** High

Hi Rula and Sylvia,

FYI - We received a call from Nishi Gupta, a reporter at Global News Toronto.

She would like to speak to someone at the OPA to get some background on the power plant and the OPA's involvement (in the procurement/ contracting process) as well as some additional context on yesterday's announcement.

She doesn't require an on-camera interview. She's hoping someone will be available for a telephone interview **tomorrow morning around 9:00/9:15**

Contact information:  
[Nishi.gupta@globalnews.ca](mailto:Nishi.gupta@globalnews.ca)  
416.662.5938

**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](mailto:tim.butters@powerauthority.on.ca)

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## Cayley, Daniel (ENERGY)

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**From:** Collins, Jason R. (ENERGY)  
**Sent:** November-23-11 11:38 AM  
**To:** Gerard, Paul (ENERGY); King, Ryan (ENERGY)  
**Subject:** RE: URGENT MEDIA CALL - OPA - Global News Toronto - Greenfield South (Immediate Deadline)

Paul,

We will defer to Ryan's group on this one.

Thanks,  
Emily

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Please can you review the OPA's proposed response.

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## Cayley, Daniel (ENERGY)

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**To:** Collins, Jason R. (ENERGY); King, Ryan (ENERGY)  
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## Cayley, Daniel (ENERGY)

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OPA's response looks ok.

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**Subject:** RE: URGENT MEDIA CALL - OPA - Global News Toronto - Greenfield South (Immediate Deadline)

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**From:** King, Ryan (ENERGY)  
**Sent:** 23-Nov-11 13:48  
**To:** Gerard, Paul (ENERGY)  
**Cc:** Collins, Jason R. (ENERGY)  
**Subject:** RE: URGENT MEDIA CALL - OPA - Global News Toronto - Greenfield South (Immediate Deadline)

[fine](#)

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Hi Ryan,

The minister's office has changed this reply to the following. The first paragraph has been shortened but the second remains the same.

I don't think it should be an issue but I want to run it past you just in case. Thanks.

The Greenfield South Power Plant was contracted as a 280-MW natural gas combined cycle gas-fired generating station in Mississauga. The Clean Energy Supply (CES) contracts for 2,500 MW Clean Energy Supply Request for Proposals that was launched to support the province's coal phase-out policy.

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**Sent:** 23-Nov-11 12:48  
**To:** Perun, Halyna N. (ENERGY); Calwell, Carolyn (ENERGY)  
**Subject:** URGENT MEDIA CALL - OPA - Global News Toronto - Greenfield South (Immediate Deadline)

Hello Halyna and Carolyn,

Nishi Gupta from Global News Toronto has asked the OPA whether the Greenfield South plant was covered by the 20-Year Clean Energy Supply Agreement.



Please can you review the OPA's proposed response. Policy has just approved it.

Thanks,

Paul.

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**From:** Kovesfalvi, Sylvia (ENERGY) [mailto:Sylvia.Kovesfalvi@ontario.ca]  
**Sent:** November 22, 2011 4:51 PM  
**To:** Tim Butters; Sharkawi, Rula (ENERGY)  
**Cc:** Gerard, Paul (ENERGY); Gemmiti, Paola (ENERGY)  
**Subject:** RE: MEDIA Request: Nishi Gupta, Global News Toronto

Hi Tim – is it possible to get a better idea of what her questions would be? (didn't she already speak to the Minister?)

---

**From:** Tim Butters [mailto:Tim.Butters@powerauthority.on.ca]  
**Sent:** November 22, 2011 4:46 PM  
**To:** Sharkawi, Rula (ENERGY); Kovesfalvi, Sylvia (ENERGY)  
**Subject:** MEDIA Request: Nishi Gupta, Global News Toronto  
**Importance:** High

Hi Rula and Sylvia,

FYI - We received a call from Nishi Gupta, a reporter at Global News Toronto.

She would like to speak to someone at the OPA to get some background on the power plant and the OPA's involvement (in the procurement/ contracting process) as well as some additional context on yesterday's announcement.

She doesn't require an on-camera interview. She's hoping someone will be available for a telephone interview **tomorrow morning around 9:00/9:15**

Contact information:  
[Nishi.gupta@globalnews.ca](mailto:Nishi.gupta@globalnews.ca)  
416.662.5938

**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](mailto:tim.butters@powerauthority.on.ca)

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## Cayley, Daniel (ENERGY)

---

**From:** Gerard, Paul (ENERGY)  
**Sent:** November-23-11 1:51 PM  
**To:** Calwell, Carolyn (ENERGY); Perun, Halyna N. (ENERGY)  
**Subject:** RE: URGENT MEDIA CALL - OPA - Global News Toronto - Greenfield South (Immediate Deadline)

Thanks Carolyn.

---

**From:** Calwell, Carolyn (ENERGY)  
**Sent:** 23-Nov-11 13:51  
**To:** Gerard, Paul (ENERGY); Perun, Halyna N. (ENERGY)  
**Subject:** RE: URGENT MEDIA CALL - OPA - Global News Toronto - Greenfield South (Immediate Deadline)

Paul, the second sentence doesn't make sense. Please see changes below.

Carolyn

---

**From:** Gerard, Paul (ENERGY)  
**Sent:** November 23, 2011 1:45 PM  
**To:** Perun, Halyna N. (ENERGY); Calwell, Carolyn (ENERGY)  
**Subject:** RE: URGENT MEDIA CALL - OPA - Global News Toronto - Greenfield South (Immediate Deadline)

Hello Halyna and Carolyn,

The minister's office has changed this reply to the following. The first paragraph has been shortened but the second remains the same. We've already used this second paragraph in previous media calls so I'll assume that you're fine with this response. Please let me know if you're not as we have to get back to this reporter quickly.

The Greenfield South Power Plant was contracted as a 280-MW natural gas combined cycle gas-fired generating station in Mississauga. The project was selected as part of the Clean Energy Supply (CES) contracts for 2,500 MW Clean Energy Supply Request for Proposals that was launched in 2004 to support the province's coal phase-out policy.

The OPA and Greenfield South Power Corp. 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.

---

**From:** Gerard, Paul (ENERGY)  
**Sent:** 23-Nov-11 12:48  
**To:** Perun, Halyna N. (ENERGY); Calwell, Carolyn (ENERGY)  
**Subject:** URGENT MEDIA CALL - OPA - Global News Toronto - Greenfield South (Immediate Deadline)

Hello Halyna and Carolyn,

Nishi Gupta from Global News Toronto has asked the OPA whether the Greenfield South plant was covered by the 20-Year Clean Energy Supply Agreement.

Please can you review the OPA's proposed response. Policy has just approved it.



Thanks,

Paul.

---

**From:** Tim Butters [mailto:Tim.Butters@powerauthority.on.ca]  
**Sent:** 23-Nov-11 11:18  
**To:** Kovesfalvi, Sylvia (ENERGY); Sharkawi, Rula (ENERGY)  
**Cc:** Gerard, Paul (ENERGY); Gemmiti, Paola (ENERGY)  
**Subject:** RE: MEDIA Request: Nishi Gupta, Global News Toronto  
**Importance:** High

Good morning,

Nishi Gupta from Global News Toronto got back to me with her questions.

I indicated to her that Kristin Jenkins is in meetings this morning and likely won't be available to speak with her. However, I told her that I would try to assemble some additional background material on the project.

Below is her response followed by our proposed written response:

Basically, I am interested in learning about OPA's role with this plant and if it's construction fell under the 20 Year Clean Energy Supply Agreement. I would also like to get an explainer on the 20 Year Clean Energy Supply Agreement: which corporations are involved, how projects are awarded, general themes of the contracts/agreement, etc.

**OPA Response:**

The Greenfield South Power Plant was contracted as a 280-MW natural gas combined cycle gas-fired generating station in Mississauga. It was one of five Clean Energy Supply (CES) contracts for the 2,500 MW Clean Energy Supply Request for Proposals that was launched by the Ministry of Energy in 2004 to support the province's coal phase-out policy. The Clean Energy Supply (CES) contract was for a period of 20-years, with OPA serving as the contract counterparty in the agreement. -

The OPA and Greenfield South Power Corp. 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.

Regards,

Tim Butters

---

**From:** Kovesfalvi, Sylvia (ENERGY) [mailto:Sylvia.Kovesfalvi@ontario.ca]  
**Sent:** November 22, 2011 5:03 PM  
**To:** Tim Butters; Sharkawi, Rula (ENERGY)  
**Cc:** Gerard, Paul (ENERGY); Gemmiti, Paola (ENERGY)  
**Subject:** RE: MEDIA Request: Nishi Gupta, Global News Toronto

Ok – thank you.



**From:** Tim Butters [mailto:Tim.Butters@powerauthority.on.ca]  
**Sent:** November 22, 2011 4:56 PM  
**To:** Kovesfalvi, Sylvia (ENERGY); Sharkawi, Rula (ENERGY)  
**Cc:** Gerard, Paul (ENERGY); Gemmiti, Paola (ENERGY)  
**Subject:** RE: MEDIA Request: Nishi Gupta, Global News Toronto

I've committed to sending her yesterday's media statement. When I get back to her, I'll try to get a better idea of what she'd like to ask us. I'll keep you posted.

Tim B

---

**From:** Kovesfalvi, Sylvia (ENERGY) [mailto:Sylvia.Kovesfalvi@ontario.ca]  
**Sent:** November 22, 2011 4:51 PM  
**To:** Tim Butters; Sharkawi, Rula (ENERGY)  
**Cc:** Gerard, Paul (ENERGY); Gemmiti, Paola (ENERGY)  
**Subject:** RE: MEDIA Request: Nishi Gupta, Global News Toronto

Hi Tim – is it possible to get a better idea of what her questions would be? (didn't she already speak to the Minister?)

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**Sent:** November 22, 2011 4:46 PM  
**To:** Sharkawi, Rula (ENERGY); Kovesfalvi, Sylvia (ENERGY)  
**Subject:** MEDIA Request: Nishi Gupta, Global News Toronto  
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FYI - We received a call from Nishi Gupta, a reporter at Global News Toronto.

She would like to speak to someone at the OPA to get some background on the power plant and the OPA's involvement (in the procurement/ contracting process) as well as some additional context on yesterday's announcement.

She doesn't require an on-camera interview. She's hoping someone will be available for a telephone interview **tomorrow morning around 9:00/9:15**

Contact information:  
[Nishi.gupta@globalnews.ca](mailto:Nishi.gupta@globalnews.ca)  
416.662.5938

**Tim Butters** | Media Relations Specialist  
Ontario Power Authority  
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## Cayley, Daniel (ENERGY)

---

**From:** Gerard, Paul (ENERGY)  
**Sent:** November-23-11 1:54 PM  
**To:** King, Ryan (ENERGY)  
**Subject:** RE: URGENT MEDIA CALL - OPA - Global News Toronto - Greenfield South (Immediate Deadline)

Thanks. I'll let the OPA know.

---

**From:** King, Ryan (ENERGY)  
**Sent:** 23-Nov-11 13:53  
**To:** Gerard, Paul (ENERGY)  
**Subject:** RE: URGENT MEDIA CALL - OPA - Global News Toronto - Greenfield South (Immediate Deadline)

good

---

**From:** Gerard, Paul (ENERGY)  
**Sent:** November 23, 2011 1:53 PM  
**To:** King, Ryan (ENERGY)  
**Subject:** RE: URGENT MEDIA CALL - OPA - Global News Toronto - Greenfield South (Immediate Deadline)

Hi Ryan,

Legal has just come back with this saying that the first sentence doesn't make sense.

I think they are right. What do you think of this:

The Greenfield South Power Plant was contracted as a 280-MW natural gas combined cycle gas-fired generating station in Mississauga. The project was selected as part of the Clean Energy Supply (CES) contracts for 2,500 MW Clean Energy Supply Request for Proposals that was launched in 2004 to support the province's coal phase-out policy.

---

**From:** King, Ryan (ENERGY)  
**Sent:** 23-Nov-11 13:48  
**To:** Gerard, Paul (ENERGY)  
**Cc:** Collins, Jason R. (ENERGY)  
**Subject:** RE: URGENT MEDIA CALL - OPA - Global News Toronto - Greenfield South (Immediate Deadline)

fine

---

**From:** Gerard, Paul (ENERGY)  
**Sent:** November 23, 2011 1:45 PM  
**To:** King, Ryan (ENERGY)  
**Cc:** Collins, Jason R. (ENERGY)  
**Subject:** RE: URGENT MEDIA CALL - OPA - Global News Toronto - Greenfield South (Immediate Deadline)

Hi Ryan,

The minister's office has changed this reply to the following. The first paragraph has been shortened but the second remains the same.

I don't think it should be an issue but I want to run it past you just in case. Thanks.

The Greenfield South Power Plant was contracted as a 280-MW natural gas combined cycle gas-fired generating station in Mississauga. The Clean Energy Supply (CES) contracts for 2,500 MW Clean Energy Supply Request for Proposals that was launched to support the province's coal phase-out policy.

The OPA and Greenfield South Power Corp. 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.

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**From:** Gerard, Paul (ENERGY)  
**Sent:** 23-Nov-11 12:48  
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**Subject:** URGENT MEDIA CALL - OPA - Global News Toronto - Greenfield South (Immediate Deadline)

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Please can you review the OPA's proposed response. Policy has just approved it.

Thanks,

Paul.

---

**From:** Tim Butters [mailto:Tim.Butters@powerauthority.on.ca]  
**Sent:** 23-Nov-11 11:18  
**To:** Kovesfalvi, Sylvia (ENERGY); Sharkawi, Rula (ENERGY)  
**Cc:** Gerard, Paul (ENERGY); Gemmiti, Paola (ENERGY)  
**Subject:** RE: MEDIA Request: Nishi Gupta, Global News Toronto  
**Importance:** High

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I indicated to her that Kristin Jenkins is in meetings this morning and likely won't be available to speak with her. However, I told her that I would try to assemble some additional background material on the project.

Below is her response followed by our proposed written response:

Basically, I am interested in learning about OPA's role with this plant and if it's construction fell under the 20 Year Clean Energy Supply Agreement. I would also like to get an explainer on the 20 Year Clean Energy Supply Agreement: which corporations are involved, how projects are awarded, general themes of the contracts/agreement, etc.

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Regards,

Tim Butters

---

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**Sent:** November 22, 2011 5:03 PM  
**To:** Tim Butters; Sharkawi, Rula (ENERGY)  
**Cc:** Gerard, Paul (ENERGY); Gemmiti, Paola (ENERGY)  
**Subject:** RE: MEDIA Request: Nishi Gupta, Global News Toronto

Ok – thank you.

---

**From:** Tim Butters [mailto:Tim.Butters@powerauthority.on.ca]  
**Sent:** November 22, 2011 4:56 PM  
**To:** Kovesfalvi, Sylvia (ENERGY); Sharkawi, Rula (ENERGY)  
**Cc:** Gerard, Paul (ENERGY); Gemmiti, Paola (ENERGY)  
**Subject:** RE: MEDIA Request: Nishi Gupta, Global News Toronto

I've committed to sending her yesterday's media statement. When I get back to her, I'll try to get a better idea of what she'd like to ask us. I'll keep you posted.

Tim B

---

**From:** Kovesfalvi, Sylvia (ENERGY) [mailto:Sylvia.Kovesfalvi@ontario.ca]  
**Sent:** November 22, 2011 4:51 PM  
**To:** Tim Butters; Sharkawi, Rula (ENERGY)  
**Cc:** Gerard, Paul (ENERGY); Gemmiti, Paola (ENERGY)  
**Subject:** RE: MEDIA Request: Nishi Gupta, Global News Toronto

Hi Tim – is it possible to get a better idea of what her questions would be? (didn't she already speak to the Minister?)

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**From:** Tim Butters [mailto:Tim.Butters@powerauthority.on.ca]  
**Sent:** November 22, 2011 4:46 PM  
**To:** Sharkawi, Rula (ENERGY); Kovesfalvi, Sylvia (ENERGY)  
**Subject:** MEDIA Request: Nishi Gupta, Global News Toronto  
**Importance:** High

Hi Rula and Sylvia,

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She would like to speak to someone at the OPA to get some background on the power plant and the OPA's involvement (in the procurement/ contracting process) as well as some additional context on yesterday's announcement.

She doesn't require an on-camera interview. She's hoping someone will be available for a telephone interview **tomorrow morning around 9:00/9:15**

Contact information:

[Nishi.gupta@globalnews.ca](mailto:Nishi.gupta@globalnews.ca)

416.662.5938

**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](mailto:tim.butters@powerauthority.on.ca)

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## Cayley, Daniel (ENERGY)

---

**From:** Perun, Halyna N. (ENERGY)  
**Sent:** November-24-11 9:48 AM  
**To:** Calwell, Carolyn (ENERGY)  
**Subject:** Fw: News?

Given that we're almost at the end of the week I would like to give William Bromm a summary of what's in the agreement so far and note the one outstanding issue - without attaching a draft - could you please send me the email that I think you have at the ready outlining contents of agreement so that I can send him? 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: Thu Nov 24 09:28:16 2011  
Subject: RE: News?

Yes. Because we have been focused on small number of issues we have not been turning drafts.

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

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

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

Sent: November 24, 2011 8:23 AM

To: Michael Lyle

Subject: News?

Does same issue continue to be outstanding? Is everything else settled otherwise? Can you please send latest version?

Thank you

Halyna Perun

A\Director

Ph: 416 325 6681

BB: 416 671 2607

Sent using BlackBerry

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

---

**From:** Gerard, Paul (ENERGY)  
**Sent:** November-24-11 2:23 PM  
**To:** King, Ryan (ENERGY)  
**Cc:** Kovesfalvi, Sylvia (ENERGY)  
**Subject:** Re: URGENT MEDIA CALL – Toronto Star (John Spears) – SW GTA Electricity Supply Shortage (Deadline 3.30pm)

Thanks Ryan. I'm not in the office and I just wanted to let you know in case you had anything more to add before I get a chance to get to it.

---

**From:** King, Ryan (ENERGY)  
**To:** Gerard, Paul (ENERGY)  
**Cc:** Kovesfalvi, Sylvia (ENERGY)  
**Sent:** Thu Nov 24 14:07:10 2011  
**Subject:** Re: URGENT MEDIA CALL – Toronto Star (John Spears) – SW GTA Electricity Supply Shortage (Deadline 3.30pm)

There's a response to a similar question in the greenfield gas referencing working with OPA on system planning options.

---

**From:** Gerard, Paul (ENERGY)  
**To:** Collins, Jason R. (ENERGY); King, Ryan (ENERGY)  
**Cc:** Teixeira, Wanda (ENERGY)  
**Sent:** Thu Nov 24 13:58:40 2011  
**Subject:** URGENT MEDIA CALL – Toronto Star (John Spears) – SW GTA Electricity Supply Shortage (Deadline 3.30pm)

John Spears with the Toronto Star has contacted the minister's office following the release of the IESO's 18-month outlook.

I am looking into responding to the following. Given the urgency of the call and the quick turnaround, any help would be most welcome. Thanks.

IESO says southwest GTA still needs solutions (as does Cambridge).

Can the minister give any indication what he's planning, what urgency he sees, and how he intends to address this issue?



## Fisher, Petra (ENERGY)

---

**From:** Gerard, Paul (ENERGY)  
**Sent:** November-24-11 2:54 PM  
**To:** Kett, Jennifer (ENERGY)  
**Cc:** Botond, Erika (ENERGY); Dunn, Ryan (ENERGY); Kulendran, Jesse (ENERGY); Silva, Joseph (ENERGY); Sumi, Craig (CAB); Calwell, Carolyn (ENERGY); Perun, Halyna N. (ENERGY); @ENERGY-COMM-Issues\_and\_MediaRelations; Gemmiti, Paola (ENERGY); Sharkawi, Rula (ENERGY)  
**Subject:** MEDIA CALL - OPA - Global TV - Greenfield South

Hi Jen,

Nishi Gupta at Global will be following up her questions about Greenfield South. However, I have not heard from her yet (and I know she has my number).

She wants to know about the procurement process.

---

**From:** Kristin Jenkins [mailto:Kristin.Jenkins@powerauthority.on.ca]  
**Sent:** 24-Nov-11 14:40  
**To:** Gerard, Paul (ENERGY)  
**Cc:** Tim Butters; Patricia Phillips; Mary Bernard  
**Subject:** Global Request

Hi Paul. Tim just gave me a heads up on a request from Nishi Gupta at Global and thought I would send directly to be efficient. Nishi wants background on the Greenfield South procurement process. The Ministry of Energy led this process including selecting Greenfield – OPA did not exist – so we are referring her to you for the details. Thanks.

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

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---

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

---

**From:** Gerard, Paul (ENERGY)  
**Sent:** November-24-11 3:08 PM  
**To:** King, Ryan (ENERGY)  
**Cc:** Collins, Jason R. (ENERGY); Teixeira, Wanda (ENERGY)  
**Subject:** RE: URGENT MEDIA CALL – Toronto Star (John Spears) – SW GTA Electricity Supply Shortage (Deadline 3.30pm)

Hello Ryan,

Would this work for you? I'm trying to keep a simple message for Mr. Spears without going into details.

A solution to maintain reliable supply in the southwest GTA will be required but this has become less urgent with lower demand.

The OPA has advised that the southwest GTA's local reliability issues can be addressed through building transmission.

The OPA is currently conducting an assessment of the Kitchener-Waterloo Cambridge Guelph area to recommend a solution to ensure the local area is served reliably.

---

**From:** King, Ryan (ENERGY)  
**Sent:** 24-Nov-11 14:07  
**To:** Gerard, Paul (ENERGY)  
**Cc:** Kovesfalvi, Sylvia (ENERGY)  
**Subject:** Re: URGENT MEDIA CALL – Toronto Star (John Spears) – SW GTA Electricity Supply Shortage (Deadline 3.30pm)

There's a response to a similar question in the greenfield gas referencing working with OPA on system planning options.

---

**From:** Gerard, Paul (ENERGY)  
**To:** Collins, Jason R. (ENERGY); King, Ryan (ENERGY)  
**Cc:** Teixeira, Wanda (ENERGY)  
**Sent:** Thu Nov 24 13:58:40 2011  
**Subject:** URGENT MEDIA CALL – Toronto Star (John Spears) – SW GTA Electricity Supply Shortage (Deadline 3.30pm)

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I am looking into responding to the following. Given the urgency of the call and the quick turnaround, any help would be most welcome. Thanks.

IESO says southwest GTA still needs solutions (as does Cambridge).

Can the minister give any indication what he's planning, what urgency he sees, and how he intends to address this issue?

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

---

**From:** Lukan, Paula (ENERGY)  
**Sent:** November-24-11 3:22 PM  
**To:** Christie, Tim (ENERGY); Chapman, Tom (ENERGY)  
**Subject:** RE: URGENT MEDIA CALL – Toronto Star (John Spears) – SW GTA Electricity Supply Shortage (Deadline 3.30pm)

This is what Mark Smith prepared for their Q & A

### **Will the relocation of the Greenfield South power plant pose a reliability issue in South-West GTA?**

While demand in the Southwest GTA has increased over the last few years, adequate supply margins still exist under normal conditions.

However, load growth is continuing in the Southwest GTA. To maintain reliability of supply under extreme conditions in the area, transmission solutions are now being considered. Until a transmission solution is in place, some mitigating measures may be required under extreme conditions if local transmission elements were to become unavailable.

### **Have you made a decision to address local area needs in Kitchener-Waterloo, Cambridge and Guelph? Is relocating Greenfield to either of those areas an option?**

Appropriate study efforts are underway with the OPA to address transmission and supply adequacy in Kitchener-Waterloo and southwestern GTA.

---

**From:** Christie, Tim (ENERGY)  
**Sent:** November 24, 2011 3:18 PM  
**To:** Chapman, Tom (ENERGY); Lukan, Paula (ENERGY)  
**Subject:** RE: URGENT MEDIA CALL – Toronto Star (John Spears) – SW GTA Electricity Supply Shortage (Deadline 3.30pm)

For SWGTA there are supply options – NUGs, coal conversion, new CHP or CCGT located outside of the city. But as I understand it it's more of a transmission/distribution issue. Maybe they should talk to Ceiran.

For Cambridge, I think the plan is to continue with a plant in that region.

Tim

---

**From:** Chapman, Tom (ENERGY)  
**Sent:** November 24, 2011 3:16 PM  
**To:** Lukan, Paula (ENERGY); Christie, Tim (ENERGY)  
**Subject:** FW: URGENT MEDIA CALL – Toronto Star (John Spears) – SW GTA Electricity Supply Shortage (Deadline 3.30pm)  
**Importance:** High

Any thoughts?

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

---

**From:** Teixeira, Wanda (ENERGY)  
**Sent:** November 24, 2011 2:07 PM  
**To:** McKeever, Garry (ENERGY); Chapman, Tom (ENERGY); Lolos, Katerina (ENERGY)  
**Cc:** King, Ryan (ENERGY)  
**Subject:** FW: URGENT MEDIA CALL – Toronto Star (John Spears) – SW GTA Electricity Supply Shortage (Deadline 3.30pm)  
**Importance:** High

Tom,

Could you take care of this.

thanks

Wanda

---

**From:** Gerard, Paul (ENERGY)  
**Sent:** November 24, 2011 1:59 PM  
**To:** Collins, Jason R. (ENERGY); King, Ryan (ENERGY)  
**Cc:** Teixeira, Wanda (ENERGY)  
**Subject:** URGENT MEDIA CALL – Toronto Star (John Spears) – SW GTA Electricity Supply Shortage (Deadline 3.30pm)  
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Can the minister give any indication what he's planning, what urgency he sees, and how he intends to address this issue?



## Cayley, Daniel (ENERGY)

---

**From:** King, Ryan (ENERGY)  
**Sent:** November-24-11 3:29 PM  
**To:** MacCallum, Doug (ENERGY)  
**Subject:** Re: URGENT MEDIA CALL – Toronto Star (John Spears) – SW GTA Electricity Supply Shortage (Deadline 3.30pm)

Thanks

---

**From:** MacCallum, Doug (ENERGY)  
**To:** King, Ryan (ENERGY)  
**Cc:** Chapman, Tom (ENERGY); Jenkins, Allan (ENERGY)  
**Sent:** Thu Nov 24 15:20:41 2011  
**Subject:** RE: URGENT MEDIA CALL – Toronto Star (John Spears) – SW GTA Electricity Supply Shortage (Deadline 3.30pm)

That looks ok. It's basically repeating the IESO line in the report.

Doug

---

**From:** King, Ryan (ENERGY)  
**Sent:** November 24, 2011 3:12 PM  
**To:** MacCallum, Doug (ENERGY); Jenkins, Allan (ENERGY)  
**Subject:** Fw: URGENT MEDIA CALL – Toronto Star (John Spears) – SW GTA Electricity Supply Shortage (Deadline 3.30pm)

This ok?

---

**From:** Gerard, Paul (ENERGY)  
**To:** King, Ryan (ENERGY)  
**Cc:** Collins, Jason R. (ENERGY); Teixeira, Wanda (ENERGY)  
**Sent:** Thu Nov 24 15:08:24 2011  
**Subject:** RE: URGENT MEDIA CALL – Toronto Star (John Spears) – SW GTA Electricity Supply Shortage (Deadline 3.30pm)

Hello Ryan,

Would this work for you? I'm trying to keep a simple message for Mr. Spears without going into details.

A solution to maintain reliable supply in the southwest GTA will be required but this has become less urgent with lower demand.

The OPA has advised that the southwest GTA's local reliability issues can be addressed through building transmission.

The OPA is currently conducting an assessment of the Kitchener-Waterloo Cambridge Guelph area to recommend a solution to ensure the local area is served reliably.

---

**From:** King, Ryan (ENERGY)  
**Sent:** 24-Nov-11 14:07  
**To:** Gerard, Paul (ENERGY)  
**Cc:** Kovesfalvi, Sylvia (ENERGY)  
**Subject:** Re: URGENT MEDIA CALL – Toronto Star (John Spears) – SW GTA Electricity Supply Shortage (Deadline 3.30pm)

There's a response to a similar question in the greenfield qas referencing working with OPA on system planning options.

---

**From:** Gerard, Paul (ENERGY)  
**To:** Collins, Jason R. (ENERGY); King, Ryan (ENERGY)  
**Cc:** Teixeira, Wanda (ENERGY)  
**Sent:** Thu Nov 24 13:58:40 2011  
**Subject:** URGENT MEDIA CALL – Toronto Star (John Spears) – SW GTA Electricity Supply Shortage (Deadline 3.30pm)

John Spears with the Toronto Star has contacted the minister's office following the release of the IESO's 18-month outlook.

I am looking into responding to the following. Given the urgency of the call and the quick turnaround, any help would be most welcome. Thanks.

IESO says southwest GTA still needs solutions (as does Cambridge).

Can the minister give any indication what he's planning, what urgency he sees, and how he intends to address this issue?

## Cayley, Daniel (ENERGY)

---

**From:** MacCallum, Doug (ENERGY)  
**Sent:** November-24-11 4:25 PM  
**To:** King, Ryan (ENERGY)  
**Cc:** McKeever, Garry (ENERGY); Jenkins, Allan (ENERGY); Chapman, Tom (ENERGY)  
**Subject:** RE: Options: confidential  
**Attachments:** Options (2).doc

Ryan: Unrelated content removed

Note we've also included Oakville and Greenfield South, since both were "acquired" through RFP before being cancelled, which is useful context.

Unrelated content removed

Doug

---

**From:** King, Ryan (ENERGY)  
**Sent:** November 23, 2011 2:41 PM  
**To:** Chapman, Tom (ENERGY); Nakahara, Ken (ENERGY); Bishop, Ceiran (ENERGY); MacCallum, Doug (ENERGY); Jobe, Cedric (ENERGY)  
**Cc:** McKeever, Garry (ENERGY); Norman, Jonathan (ENERGY); Jennings, Rick (ENERGY)  
**Subject:** Options: confidential  
**Importance:** High

The attached is part of a larger series of policy recommendations that have been proposed as part of Drummond Report. It is at this stage unclear how this will fit into the larger report but DMO has been asked to provide responses similar to the template attached. Recognizing these can be rather contentious proposals, we need to as much as possible explain diplomatically either how these are already being done or alternatives and key risks associated with the proposals. I've tried to highlight who should be responsible for each piece and started some suggestions. If possible please provide input by EOD Friday or Monday morning. We need to submit to DMO by end-of-day Monday.

Please also treat as confidential.

Thanks  
Ryan



Option	Larger generation projects should be procured through a RFP process while the FIT should continue to be applied to smaller projects. <u>(Garry/Tom)</u>																																							
Specific Information Requests	<ul style="list-style-type: none"><li>List of recent generation projects procured through RFP</li></ul> <p><u>Recent gas-fired generation projects procured by RFP</u></p> <table><tr><th><u>Project</u></th><th><u>Procurement</u></th><th><u>Size (MW)</u></th><th><u>Status</u></th><th><u>In-Service Date</u></th></tr><tr><td>Unrelated content removed</td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td><u>Greenfield South</u></td><td><u>Clean Energy RFP 2005</u></td><td><u>280</u></td><td><u>Cancelled</u></td><td><u>-</u></td></tr><tr><td>Unrelated</td><td></td><td></td><td></td><td><u>-</u></td></tr><tr><td><u>TransCanada Oakville</u></td><td><u>Southwestern GTA RFP 2009</u></td><td><u>900</u></td><td><u>Cancelled</u></td><td><u>-</u></td></tr></table> <p><u>(can we do this by year?)</u></p> <ul style="list-style-type: none"><li>Total number of Fit applications <u>(REE to provide)</u> and how does this compare to expectations?</li></ul>					<u>Project</u>	<u>Procurement</u>	<u>Size (MW)</u>	<u>Status</u>	<u>In-Service Date</u>	Unrelated content removed															<u>Greenfield South</u>	<u>Clean Energy RFP 2005</u>	<u>280</u>	<u>Cancelled</u>	<u>-</u>	Unrelated				<u>-</u>	<u>TransCanada Oakville</u>	<u>Southwestern GTA RFP 2009</u>	<u>900</u>	<u>Cancelled</u>	<u>-</u>
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Unrelated				<u>-</u>																																				
<u>TransCanada Oakville</u>	<u>Southwestern GTA RFP 2009</u>	<u>900</u>	<u>Cancelled</u>	<u>-</u>																																				
Opportunities/Barriers to Implementation	<b>Description of Opportunity/Barrier</b> <ul style="list-style-type: none"><li><u>While RFPs are a common method when it comes to clean energy (gas) supply and in the past with renewables, circumstances and other considerations have meant that certain new supply agreements going forward (including</u></li></ul>		<b>Mitigation</b> <ul style="list-style-type: none"><li><u>Suggest slight revision to wording:</u><ul style="list-style-type: none"><li><u>Larger generation projects should, whenever possible, be procured through a RFP process, while the FIT should only continue to be</u></li></ul></li></ul>																																					

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## Cayley, Daniel (ENERGY)

---

**From:** Calwell, Carolyn (ENERGY)  
**Sent:** November-24-11 4:30 PM  
**To:** King, Ryan (ENERGY)  
**Subject:** FW: MEDIA CALL - OPA - Global TV - Greenfield South

Just heads up that questions about the 2004 procurement process may be coming.

Carolyn

---

**From:** Gerard, Paul (ENERGY)  
**Sent:** November 24, 2011 2:54 PM  
**To:** Kett, Jennifer (ENERGY)  
**Cc:** Botond, Erika (ENERGY); Dunn, Ryan (ENERGY); Kulendran, Jesse (ENERGY); Silva, Joseph (ENERGY); Sumi, Craig (CAB); Calwell, Carolyn (ENERGY); Perun, Halyna N. (ENERGY); @ENERGY-COMM-Issues\_and\_MediaRelations; Gemmiti, Paola (ENERGY); Sharkawi, Rula (ENERGY)  
**Subject:** MEDIA CALL - OPA - Global TV - Greenfield South

Hi Jen,

Nishi Gupta at Global will be following up her questions about Greenfield South. However, I have not heard from her yet (and I know she has my number).

She wants to know about the procurement process.

---

**From:** Kristin Jenkins [mailto:Kristin.Jenkins@powerauthority.on.ca]  
**Sent:** 24-Nov-11 14:40  
**To:** Gerard, Paul (ENERGY)  
**Cc:** Tim Butters; Patricia Phillips; Mary Bernard  
**Subject:** Global Request

Hi Paul. Tim just gave me a heads up on a request from Nishi Gupta at Global and thought I would send directly to be efficient. Nishi wants background on the Greenfield South procurement process. The Ministry of Energy led this process including selecting Greenfield – OPA did not exist – so we are referring her to you for the details. Thanks.

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

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## Fisher, Petra (ENERGY)

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**From:** Bishop, Ceiran (ENERGY)  
**Sent:** November-24-11 5:19 PM  
**To:** Adkar, Samir (ENERGY)  
**Subject:** FW: Toronto Star: The power plant is dead but the need isn't, energy agency warns

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Can you revive messaging on the need for SWGTA enhancements and update to factor in Greenfield south cancellation.

Read the IESO's 18 month outlook for background (I think that's where the statements come from).

C

---

**From:** King, Ryan (ENERGY)  
**Sent:** November 24, 2011 4:59 PM  
**To:** @ENERGY-ESTDP-ALL  
**Subject:** Fw: Toronto Star: The power plant is dead but the need isn't, energy agency warns

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**From:** Energy In The News (ENERGY)  
**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); Perry, Ann (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)  
**Sent:** Thu Nov 24 16:57:45 2011  
**Subject:** Toronto Star: The power plant is dead but the need isn't, energy agency warns

## The power plant is dead but the need isn't, energy agency warns

<http://www.thestar.com/business/article/1092074--the-power-plant-is-dead-but-the-need-isn-t-energy-agency-warns>

John Spears Business Reporter

The need for more power in the southwestern part of Greater Toronto hasn't disappeared despite the Liberal government's cancellation of an unpopular generating station, says Ontario's electricity system operator.



The system is operating close to capacity in the region, says the Independent Electricity System Operator in one of its regular updates.

“In the southwestern GTA, load supply has been an ongoing concern over the last number of years,” the agency says.

“The recent declines in demand reduced some of the urgency around these decisions but the need for solutions remains.”

The Liberals have cancelled two gas-fired generating stations planned for the area in the past year.

A year ago, they scrubbed a planned power plant in Oakville.

Then, during the election, they cancelled another planned plant in Mississauga. Both plants had drawn strong protests from local residents who didn’t want the big stations nearby.

From a political standpoint, the cancellations were a success: The Liberals were able to retain their seats in the area.

But the system operator says a risk remains.

“Load in southwestern GTA is close to the load-serving capability of the transmission system, with very little margin for load growth,” the outlook warns.

Brownouts and blackouts can ensue if there’s not enough power to serve an area.

**Laura Sylvis** | Issues and New Media Officer | Ministry of Energy and Ministry of Infrastructure  
o. 416-325-1697 | bb. 416-988-0642 | [laura.sylvis2@ontario.ca](mailto:laura.sylvis2@ontario.ca)



Please consider the environment before printing this email.



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

---

**From:** Bromm, William (CAB)  
**Sent:** November-24-11 5:26 PM  
**To:** Perun, Halyna N. (ENERGY)  
**Cc:** Calwell, Carolyn (ENERGY); Silva, Joseph (ENERGY)  
**Subject:** RE: Greenfield

Thank you

---

**From:** Perun, Halyna N. (ENERGY)  
**Sent:** November 24, 2011 5:24 PM  
**To:** Bromm, William (CAB)  
**Cc:** Calwell, Carolyn (ENERGY); Silva, Joseph (ENERGY)  
**Subject:** Greenfield

*Confidential/In contemplation of Litigation and Solicitor-Client Privileged*

Hi William,

Our understanding is that the OPA and Greenfield South Power Corporation continue to negotiate on a particular outstanding issue, noted below, and have not landed a final Facility Relocation and Settlement Agreement as yet.

On Monday I had suggested to you that we hold off sending you details as I thought that the parties were quite close on settling the agreement. However, as we are now closer to the end of the week and as I understand that your office continues to be interested in knowing more, I am sending you the below summary of the details of the agreement as we know them to date, which Carolyn Calwell has prepared. The summary is based on the OPA's draft of November 20<sup>th</sup>. We have not seen a further turn of the agreement. We understand that the Keele Valley litigation will be settled through a separate agreement, which we also have not yet seen.

We understand that there is an outstanding issue with respect to compensation for the residual value of the gas plant at the end of the 20 year term of the ARCES Contract [The ARCES contract is the Amended and Restated Clean Energy Supply Contract between Greenfield and the OPA of March 16<sup>th</sup>, 2009]. We have not seen any draft language to address this point. The draft that we have seen addresses the following issues.

The agreement requires Greenfield to:

- immediately cease construction of the plant and demobilize from site, other than activities reasonably necessary to bring work to a conclusion;
- maintain the safety and security of the site, including insurance coverage;
- apply for a review of its environmental approval (Certificate of Approval – Air) and request its revocation without issuance of a new certificate;
- provide the OPA and an Independent Engineer with a list of and documentation supporting all costs ("Equity Sunk Costs") incurred up to the effective date of the agreement (including engineering, design, permitting, letter of credit interest and development costs);
- seek any required consent of its secured lenders to enter into the agreement.

In addition, Greenfield is prohibited from reapplying for an environmental compliance approval, recommencing any construction activity at the site and granting any security interest in, encumbering or transferring the facility or the land. Greenfield may continue the manufacture of the gas turbine, the heat recovery steam generator, the transformers and the pumps and is to arrange for suitable storage of this equipment.

All of Greenfield's costs may be verified through documentation and audit. The OPA may inspect the site.

The OPA is required to:

- pay Greenfield its costs of ceasing construction, demobilizing, maintaining safety and security of and insurance for the site;



- reimburse Greenfield for Equity Sunk Costs that are certified by the Independent Engineer;
- indemnify Greenfield, the parent company of Greenfield (Greenfield South Holdco Corp.) and North Green Limited from losses related to claims by contractors, suppliers, governmental authorities and employees resulting from the cessation of construction of the facility;
- provide a letter of credit to Greenfield in the amount of \$150M, which Greenfield may draw upon if the OPA doesn't pay the Equity Sunk Costs or doesn't honour its indemnification obligations;
- pay the costs of the Independent Engineer;
- pay to Greenfield's secured lenders accrued and unpaid interest and make whole payments or breakage fees which Greenfield is required to pay, plus the outstanding principal amount for any of Greenfield's debt (in exchange for full and final releases from the secured lenders in favour of Greenfield, Greenfield Holdco, the OPA and Ontario).

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 negotiate amendments to the ARCES contract to reflect this relocated facility. The OPA agrees to assist Greenfield in obtaining all licenses, permits, certificates, approvals, etc. needed to advance the relocated facility. The Amended ARCES contract would also provide for further negotiation of potential opportunities to expand the relocated facility by an additional 300 MW or to find a suitable site for a further nominal 300MW facility, depending on system needs, IESO requirements and provided that technical or commercial impediments can be reasonably satisfied. Greenfield's security requirements under an amended ARCES will be reduced.

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

If the ARCES contract is terminated, 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 of the ARCES contract, taking into account (i) any actions that Greenfield should reasonably be expected to take to mitigate the effect of the termination of the ARCES contract, (ii) Greenfield's costs in connection with development, construction, financing, operation and maintenance of the facility and (iii) any proceeds of sale or salvage value of equipment. Upon payment of damages, Greenfield shall release all claims against the OPA and Ontario.

The parties represent and warrant as to their power and authority to enter into this agreement.

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

Failure by the OPA to perform its obligations under this agreement terminates the ARCES agreement. Compensation to Greenfield is determined as set out above. Failure by Greenfield to perform its obligations constitutes default under the ARCES contract and entitles the OPA to exercise its remedies under that agreement.

We will provide a further update when we see a further draft of the agreement. In the meantime, please contact me if you have any questions.

***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](mailto:Halyna.Perun2@ontario.ca)

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

---

**From:** Lindsay, David (ENERGY)  
**Sent:** November-25-11 10:03 AM  
**To:** Gherson, Giles (CAB)  
**Subject:** FW: Greenfield

Giles,

Sharing this privileged and confidential update from legal. You will note that a summary update (further down the e-mail chain) was shared with William Bromm earlier yesterday.

---

**From:** Perun, Halyna N. (ENERGY)  
**Sent:** November 24, 2011 10:35 PM  
**To:** Lindsay, David (ENERGY)  
**Cc:** Jennings, Rick (ENERGY); Calwell, Carolyn (ENERGY); Silva, Joseph (ENERGY)  
**Subject:** Re: Greenfield

Privileged and Confidential

Mike Lyle called to advise that the parties will not be reaching an agreement tomorrow and that the agreement in principle which led to work stoppage on the site as of last Friday will be extended for two more weeks (I only now understand that there was an actual letter sent by the OPA and signed back by Greenfield last week wherein Greenfield agreed to stop construction with the understanding that the parties would close on a Facility Relocation and Settlement Agreement by this Friday). Two issues remain - one being with respect to the compensation for the residual value of the gas plant (as noted previously) and the other that now the secured lenders want to be paid out at the same time as the deal closes. Mike is of the view that both issues will be resolved but more time is needed and he underlined that this is not a breakdown of negotiations. I'd be happy to review this further with you tomorrow.

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); Calwell, Carolyn (ENERGY); Silva, Joseph (ENERGY)  
**Sent:** Thu Nov 24 17:30:37 2011  
**Subject:** FW: Greenfield

Privileged and Confidential

As I mentioned this aft, I have now sent the below summary to William as I kept promising him this info throughout the week.

***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 24, 2011 5:24 PM  
**To:** Bromm, William (CAB)  
**Cc:** Calwell, Carolyn (ENERGY); Silva, Joseph (ENERGY)  
**Subject:** Greenfield

*Confidential/In contemplation of Litigation and Solicitor-Client Privileged*

Hi William,

Our understanding is that the OPA and Greenfield South Power Corporation continue to negotiate on a particular outstanding issue, noted below, and have not landed a final Facility Relocation and Settlement Agreement as yet.

On Monday I had suggested to you that we hold off sending you details as I thought that the parties were quite close on settling the agreement. However, as we are now closer to the end of the week and as I understand that your office continues to be interested in knowing more, I am sending you the below summary of the details of the agreement as we know them to date, which Carolyn Calwell has prepared. The summary is based on the OPA's draft of November 20<sup>th</sup>. We have not seen a further turn of the agreement. We understand that the Keele Valley litigation will be settled through a separate agreement, which we also have not yet seen.

We understand that there is an outstanding issue with respect to compensation for the residual value of the gas plant at the end of the 20 year term of the ARCES Contract [The ARCES contract is the Amended and Restated Clean Energy Supply Contract between Greenfield and the OPA of March 16<sup>th</sup>, 2009]. We have not seen any draft language to address this point. The draft that we have seen addresses the following issues.

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- apply for a review of its environmental approval (Certificate of Approval – Air) and request its revocation without issuance of a new certificate;
- provide the OPA and an Independent Engineer with a list of and documentation supporting all costs ("Equity Sunk Costs") incurred up to the effective date of the agreement (including engineering, design, permitting, letter of credit interest and development costs);
- seek any required consent of its secured lenders to enter into the agreement.

In addition, Greenfield is prohibited from reapplying for an environmental compliance approval, recommencing any construction activity at the site and granting any security interest in, encumbering or transferring the facility or the land. Greenfield may continue the manufacture of the gas turbine, the heat recovery steam generator, the transformers and the pumps and is to arrange for suitable storage of this equipment.

All of Greenfield's costs may be verified through documentation and audit. The OPA may inspect the site.

The OPA is required to:

- pay Greenfield its costs of ceasing construction, demobilizing, maintaining safety and security of and insurance for the site;



- reimburse Greenfield for Equity Sunk Costs that are certified by the Independent Engineer;
- indemnify Greenfield, the parent company of Greenfield (Greenfield South Holdco Corp.) and North Green Limited from losses related to claims by contractors, suppliers, governmental authorities and employees resulting from the cessation of construction of the facility;
- provide a letter of credit to Greenfield in the amount of \$150M, which Greenfield may draw upon if the OPA doesn't pay the Equity Sunk Costs or doesn't honour its indemnification obligations;
- pay the costs of the Independent Engineer;
- pay to Greenfield's secured lenders accrued and unpaid interest and make whole payments or breakage fees which Greenfield is required to pay, plus the outstanding principal amount for any of Greenfield's debt (in exchange for full and final releases from the secured lenders in favour of Greenfield, Greenfield Holdco, the OPA and Ontario).

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If the ARCES contract is terminated, 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 of the ARCES contract, taking into account (i) any actions that Greenfield should reasonably be expected to take to mitigate the effect of the termination of the ARCES contract, (ii) Greenfield's costs in connection with development, construction, financing, operation and maintenance of the facility and (iii) any proceeds of sale or salvage value of equipment. Upon payment of damages, Greenfield shall release all claims against the OPA and Ontario.

The parties represent and warrant as to their power and authority to enter into this agreement.

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

Failure by the OPA to perform its obligations under this agreement terminates the ARCES agreement. Compensation to Greenfield is determined as set out above. Failure by Greenfield to perform its obligations constitutes default under the ARCES contract and entitles the OPA to exercise its remedies under that agreement.

We will provide a further update when we see a further draft of the agreement. In the meantime, please contact me if you have any questions.

***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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## Fisher, Petra (ENERGY)

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**From:** Michael Killeavy <Michael.Killeavy@powerauthority.on.ca>  
**Sent:** November-25-11 1:59 PM  
**To:** Jenkins, Allan (ENERGY)  
**Cc:** Christie, Tim (ENERGY)  
**Subject:** Re: Oakville and GS

We're doing some internal work and we'll get back to you.

Michael Killeavy, LL.B., MBA, P.Eng.  
Director, Contract Management  
Ontario Power Authority  
120 Adelaide St. West, Suite 1600  
Toronto, Ontario, M5H 1T1  
416-969-6288 (office)  
416-969-6071 (fax)  
416-520-9788 (cell)  
[Michael.killeavy@powerauthority.on.ca](mailto:Michael.killeavy@powerauthority.on.ca)

---

**From:** Jenkins, Allan (ENERGY) [mailto:Allan.Jenkins@ontario.ca]  
**Sent:** Friday, November 25, 2011 12:14 PM  
**To:** Michael Killeavy  
**Cc:** Christie, Tim (ENERGY) <Tim.Christie@ontario.ca>  
**Subject:** Oakville and GS

Michael,

See email below. Our MO has asked Tim to prepare another options deck. I don't know how much briefing they have had from you already.

Can we arrange to meet with you at your convenience next week to go over what you are comfortable telling us about what has already been tabled with TC and Eastern and to get your thoughts on what, if anything would interest them in a co-development?

Our new MO appears unaware that exploration of some this has already happened, at least with TC.

Thanks

---

**From:** Christie, Tim (ENERGY)  
**Sent:** November 24, 2011 3:49 PM  
**To:** Jenkins, Allan (ENERGY)  
**Subject:** gas plants

Allan, the MO is interested in possible options for compensating TransCanada and Eastern on their plants, possibly by including OPG in some type of development deal. We'd like to get an update from the OPA on negotiations and what type of compensation may be reasonable to the two companies. It's not urgent, but if we could meet sometime in the next week or so it would give us a good start.



Tim

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## Cayley, Daniel (ENERGY)

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**From:** Michael Lyle <Michael.Lyle@powerauthority.on.ca>  
**Sent:** November-25-11 7:45 PM  
**To:** Perun, Halyna N. (ENERGY)  
**Subject:** Fw: Extension Letter and NUG Side Letter  
**Attachments:** Draft FRSA.pdf; Agreement in Principle Extension Letter.pdf; Indemnity Letter.PDF; greenest2012\_english-(custom)verysmall.gif

gif attachment is image below

FYI

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**From :** Smith, Elliot [mailto:ESmith@osler.com]  
**Sent:** Friday, November 25, 2011 05:41 PM  
**To :** Sebastiano, Rocco <RSebastiano@osler.com>; Michael Lyle; Michael Killeavy; JoAnne Butler  
**Cc:** Ivanoff, Paul <PIvanoff@osler.com>  
**Subject:** RE: Extension Letter and NUG Side Letter

Further to Rocco's note below, attached are the two new letters and the Draft FRSA, which is a schedule to both letters.

Elliot



**Elliot Smith, P.Eng.**  
Associate

416.862.6435 DIRECT  
416.862.6666 FACSIMILE  
[esmith@osler.com](mailto:esmith@osler.com)

Osler, Hoskin & Harcourt LLP  
Box 50, 1 First Canadian Place  
Toronto, Ontario, Canada M5X 1B8



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**From:** Sebastiano, Rocco  
**Sent:** Friday, November 25, 2011 5:38 PM

**To:** Michael Lyle (Michael.Lyle@powerauthority.on.ca); Michael Killeavy (Michael.killeavy@powerauthority.on.ca); JoAnne Butler (joanne.butler@powerauthority.on.ca)  
**Cc:** Smith, Elliot; Ivanoff, Paul  
**Subject:** RE: Extension Letter and NUG Side Letter

Just got off the phone with Carl. Greg has signed the two letters and Carl has sent them to me to be held until we deliver the certified cheque.

Carl did raise a good point and that is that we should revise the extension letter to move the indemnity into a separate side letter. This way, GSPC can share the extension letter with the lenders without having to advise them that we have agreed to provide GSPC the indemnity.

We are in the process of preparing the two revised letters which we will circulate for execution. Once they are signed by both sides then we can destroy the first signed extension letter.

Thanks, Rocco

---

**From:** Sebastiano, Rocco  
**Sent:** Friday, November 25, 2011 5:05 PM  
**To:** 'Carl De Vuono'  
**Cc:** Michael Lyle (Michael.Lyle@powerauthority.on.ca); Smith, Elliot  
**Subject:** Extension Letter and NUG Side Letter

Carl,

Please find enclosed the two side letters which have been signed by Colin Andersen. If Greg would like to receive his \$10 million dollars today, then please ask him to countersign the two letters and return them to me by 5:30 pm.

Thanks, Rocco



**Rocco Sebastiano**  
Partner

416.862.5859 DIRECT  
416.862.6666 FACSIMILE  
[rsebastiano@osler.com](mailto:rsebastiano@osler.com)

Osler, Hoskin & Harcourt LLP  
Box 50, 1 First Canadian Place  
Toronto, Ontario, Canada M5X 1B8



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**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**”). Greenfield and the OPA are each referred to as a “**Party**” and collectively as the “**Parties**”.

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

**AND WHEREAS** in response to the local community’s concerns about the Greenfield South Generating Station, the Government 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 Controls, is Controlled by, or is under common Control with, that Person.

“**Agreement**” has the meaning given to that term in the first paragraph to this Agreement.

“**Amended ARCES**” has the meaning given to that term in Section 2.5.

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

“**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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**“Compensation Notice”** has the meaning given to that term in Schedule 4.2

**“Confidential Information”** means this Agreement, any prior drafts of this Agreement and correspondence related to this Agreement, any arbitration or valuation pursuant to Section 6.2 or Schedule 4.2 of 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; (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.

**“Costs Security”** has the meaning given to that term in Section 2.2(d).

**“Credit Facility”** means any loans, notes, bonds, letter of credit facilities, or debentures or other indebtedness, liabilities or obligations of Greenfield, 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, guarantee, 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.

**“Effective Date”** has the meaning given to that term in the first paragraph to this Agreement.

**“Equity Sunk Costs”** has the meaning given to that term in Section 2.2(b).

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**“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.

**“FIPPA”** has the meaning given to that term in Section 3.4.

**“FIPPA Records”** has the meaning given to that term in Section 3.4.

**“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.

**“Greenfield Holdco”** means Greenfield South Holdco Corp., the parent corporation of Greenfield.

**“Greenfield Indemnified Parties”** has the meaning given to that term in Section 2.2(c).

**“Greenfield Non-acceptance Notice”** has the meaning given to that term in Schedule 4.2

**“HRSG”** means the heat recovery steam generator for the Facility.

**“Independent Engineer”** means [●] of Knowles Consultancy Services Inc, an engineer who has been selected by the OPA and is 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, testing, and/or operation of the Facility.

**“Interest Rate”** means the annual rate of interest established by the Royal Bank of Canada or its successor, from time to time, as the interest rate it will charge for demand loans in Canadian dollars to its commercial customers in Canada and which it designates as its “prime rate” based on a year of 365 or 366 days, as applicable. Any change in such prime rate shall be effective automatically on the date such change is announced by the Royal Bank of Canada.

**“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,

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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).

**“OPA Compensation Notice”** has the meaning given to that term in Schedule 4.2

**“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 2.5.

**“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.

**“Restricted Period”** means the period commencing on the Effective Date and ending on the earlier of: (i) the date the Amended ARCES is entered into; [and (ii) the date the damages under Section 4.2 or the Termination Compensation, as applicable, is mutually agreed or determined, in accordance with Section 4.2] or [and (ii) the date which is the earlier of: (x) 60 days after receipt by the OPA of the Compensation Notice; and (y) the date Greenfield receives the OPA Compensation Notice].

**“Secured Lender”** has the meaning given to that term in the ARCES Contract, but for the avoidance of doubt, for purposes hereof, where the context requires, shall include any lenders or note holders under a Secured Lender’s Security Agreement.

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

**“Senior Conference”** has the meaning given to that term in Section 6.1.

**“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.

**“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.

**“Termination Compensation”** has the meaning given to that term in Schedule 4.2

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## **1.2 Exhibits and Schedules**

The following Exhibits and Schedules 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 2023-7HUMVW
Schedule 2.1(a)	Relocated Equipment
Schedule 2.2(b)	Greenfield's Submission of Equity Sunk Costs
Schedule 4.2	Termination Compensation
Schedule 2.4(a)	EIG's Submission of Total Obligations
Schedule 2.4(b)	Credit Suisse AG's Submission o Total Obligations and Outstanding Letters of Credit

## **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 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 turbine, the HRSG, the transformers, and the pumps and the other material and Equipment that has been contracted for and which will be useable at the Relocated Facility and which is listed on Schedule 2.1(a) (collectively, the “**Relocated Equipment**”). Suppliers may continue to manufacture and supply 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 and all costs for the completion of manufacture and supply, transportation, insurance and storage of the Relocated Equipment shall be dealt with in accordance with Section 2.2.
- (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

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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 date that the Equity Sunk Costs have been paid, Greenfield shall apply for a review of Certificate of Approval-Air number 2023-7HUMVW (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, or (ii) recommence any construction activity in connection with the Facility at the Site.
- (e) During the Restricted Period, Greenfield shall not: (i) grant any security interests in the Facility, the Facility Equipment and the Site, and shall not grant any encumbrances to title to the Facility, the Facility Equipment or the Site; or (ii) sell, transfer, dispose of, or otherwise enter into any agreement (directly or indirectly) relating to the ownership of the Facility, the Facility Equipment or the Site, without in the case of each of (i) and (ii), the OPA's prior written consent, acting reasonably. **[NTD: The OPA has suggested that this clause be revised to provide the OPA with the right to take an assignment of the equipment supply agreements for certain major Facility Equipment (e.g., gas turbines).]**

## 2.2 Payment of Costs

- (a) The OPA shall be responsible for and shall reimburse Greenfield for: (i) all costs (including cancellation costs required by contracts) 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), (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, and (iii) all reasonable costs in respect of legal, accounting and other professional services incurred by Greenfield in connection with the negotiation and entering into of this Agreement and the completion of the transactions contemplated hereunder, including the negotiation of the Amended ARCES as contemplated by Section 2.5, which, in the case of each of (i) and (ii), have not been advanced, drawn[, or committed by the Secured Lenders to be advanced or drawn][**NTD: This may not be needed if Secured Lenders confirm that as of the Effective Date there are no commitments which remain undrawn or outstanding.**], on any Credit Facility [**and including the determination of damages pursuant to Schedule 4.2, unless the valuator determining the Termination Compensation determines that Greenfield's Compensation Notice and submissions were unreasonable, in which case the OPA shall not be responsible for the costs incurred by Greenfield in connection with the determination of damages pursuant to Schedule 4.2.**]

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- (b) Greenfield shall provide the OPA and the 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 and without duplication of those costs payable pursuant to Section 2.2(a) (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. Attached hereto as Schedule 2.2(b) is Greenfield’s submission of the Equity Sunk Costs as of the Effective Date, which shall be considered by the Independent Engineer for certification in accordance with Section 2.2(e). 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, Greenfield Holdco and North Green Limited and each of their respective directors, officers and employees (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 any claims by the Secured Lenders, Contractors, Suppliers, Governmental Authorities and employees resulting from the cessation of construction of the Facility, except if and to the extent that such Losses are the result of the negligence or wilful misconduct of any Greenfield Indemnified Party.

In the case of claims made with respect to which indemnification is sought pursuant to this Section 2.2(c), Greenfield shall give prompt written notice to the OPA of such claim including a description of such claim in reasonable detail, copies of all material written evidence of such claim and the actual or estimated amount of the Losses that have been or will be sustained by the applicable Greenfield Indemnified Party, including reasonable supporting documentation therefor. The OPA shall assume the control of the defence, compromise or settlement of such claim. Upon the assumption of control of any claim by the OPA, the applicable Greenfield Indemnified Party shall co-operate fully, at OPA’s request and cost, to make available to the OPA all pertinent information and witnesses under the Greenfield Indemnified Party’s control, make such assignments and take such other steps as in the opinion of counsel for the OPA are reasonably necessary to enable the OPA to conduct such defence. Greenfield shall not and shall not permit any Greenfield Indemnified Party to compromise or settle any claim with respect to which indemnification is sought pursuant to this Section 2.2(c), without the OPA’s prior written consent, acting reasonably.

- (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 \$150 million 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

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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 or such indemnity obligations under Section 2.2(c) have not been complied with.

- (e) Greenfield shall submit detailed invoices for the costs referred to in Section 2.2(a) and in connection with Equity Sunk Costs payable by the OPA to Greenfield to the Independent Engineer with a copy to the OPA. The Independent Engineer shall be instructed by the Parties to complete its review of such invoices and supporting documentation in an expeditious manner. The Independent Engineer shall, within ten (10) Business Days after receipt of such detailed invoices and any reasonably required supporting documentation, issue a certificate certifying the amounts set out in such invoices which the Independent Engineer does not dispute are payable. 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. Greenfield shall have the opportunity to make submissions to the Independent Engineer (with a copy to the OPA) regarding the amounts set out in such invoices disputed by the Independent Engineer and not certified and the Independent Engineer shall consider such submissions and if it agrees with such submissions, shall certify such amounts payable and if it does not agree with such submissions, shall provide its reasons to Greenfield and the OPA.
- (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 reasonably have been charged by a Person acting at Arm's Length with Greenfield providing substantially the same material or services in respect of such costs to Greenfield.
- (g) The costs of the Independent Engineer shall be borne by the OPA.

### **2.3 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. Notwithstanding the foregoing, the OPA shall return all "Completion and Performance Security" (as such term is defined in the ARCES Contract) to Credit Suisse AG pursuant to Section 2.4(b).

### **2.4 Credit Facilities**

- (a) Greenfield and Greenfield Holdco entered into a Note Purchase Agreement dated as of May 26, 2011 with EIG, as administrative agent for certain noteholders. On

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the date of this Agreement, and as a condition to the effectiveness of this Agreement, (i) the OPA shall pay (x) to EIG (or as directed by it), for and on behalf of itself and the noteholders, the outstanding principal amount of the notes, all accrued and unpaid interest **[(including pay in kind interest)]** thereon, all accrued and unpaid commitment fees, and the make whole payments and breakage fees that Greenfield Holdco and Greenfield are obliged to pay under the Note Purchase Agreement in connection with a prepayment in full and termination of the commitments thereunder and (y) to EIG the amount of all reasonable out-of-pocket expenses incurred by EIG in connection with the termination of the Note Purchase Agreement and the transactions contemplated by this Agreement, including all reasonable legal fees and disbursements. The total amount of such obligations as of the Effective Date is set forth on Schedule 2.4(a). Such payments shall be made by wire transfer in accordance with wire transfer instructions provided by EIG. The amounts set forth in this Section 2.4(a) shall be payable in US\$ except as otherwise expressly set forth on Schedule 2.4(a).

- (b) Greenfield and Greenfield Holdco entered into a Facility Agreement dated as of May 26, 2011 with, among others, Credit Suisse AG, as Issuing Bank, Administrative Agent and Collateral Agent, as amended by a First Amendment to Facility Agreement dated as of July 7, 2011. On the application of Greenfield, Credit Suisse AG issued the letters of credit listed in Schedule 2.4(b). On the date of this Agreement: (i) the OPA shall return to Credit Suisse AG, for immediate cancellation by Credit Suisse AG, the original of each of the letters of credit listed in Schedule 2.4(b) for which the OPA is the named beneficiary, (ii) Greenfield shall return to Credit Suisse AG, for immediate cancellation by Credit Suisse AG, the original of each of the letters of credit listed in Schedule 2.4(b) for which the Bank of Montreal is the named beneficiary, and (iii) the OPA shall deliver to Credit Suisse AG, on behalf of and at the direction of Greenfield, cash collateral or backstop letter(s) of credit equal to 103% of the face amount of each of the other letter(s) of credit listed in Schedule 2.4(b) **[(including, for certainty, any letter of credit referenced in clause (ii) that Greenfield fails to return)]**. Credit Suisse AG may retain such cash collateral or backstop letter(s) of credit in an account held at its Toronto branch until the corresponding letter(s) of credit expire or the originals of the corresponding letter(s) of credit are returned to Credit Suisse AG for immediate cancellation by Credit Suisse AG, and Credit Suisse AG shall promptly thereafter return any remaining cash collateral or letter(s) of credit to the OPA. If a draw is made on any letter of credit, Credit Suisse AG may draw on the corresponding letter of credit or apply the corresponding amount of cash collateral, as applicable, to reimburse itself for the drawn amount, and neither the OPA nor Greenfield nor Greenfield Holdco shall have any right to the return of such drawn amount. In addition, on the date of this Agreement, the OPA shall pay to Credit Suisse AG the amount of all accrued and unpaid interest and commitment fees **[and interest and fees in connection with the letters of credit described in Section 2.4(b)(iii)]** which Greenfield and Greenfield Holdco are **[or may become]** obliged to pay under the Facility Agreement and all reasonable out-of-pocket expenses incurred by Credit Suisse AG in connection with the termination of the Facility Agreement and the

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transactions contemplated by this Agreement, including all reasonable legal fees and disbursements. The total amount of such obligations as of the Effective Date is set forth on Schedule 2.4(b).

- (c) In consideration for the payments contemplated by this Section 2.4 and the termination of the Credit Facilities in connection therewith, on the date of this Agreement (i) EIG, on behalf of itself and the Secured Lenders under the Note Purchase Agreement, shall deliver a full and final release, in a form reasonably satisfactory to EIG and the OPA, of (x) all obligations of Greenfield Holdco and Greenfield under the Note Purchase Agreement and all security held in the property of Greenfield Holdco and Greenfield, and (y) all claims against the OPA and the Government of Ontario in connection with or arising from the applicable Credit Facility and Secured Lender's Security Agreement, including the Note Purchase Agreement, the ARCES Contract, the Facility, and the transactions contemplated by this Agreement, (ii) Credit Suisse AG, on behalf of itself and the Secured Lenders under the Facility Agreement, shall deliver a full and final release, in a form reasonably satisfactory to Credit Suisse AG and the OPA, of (x) all obligations of Greenfield and Greenfield Holdco under the Facility Agreement and all security held in the property of Greenfield and Greenfield Holdco, and (y) all claims against the OPA and the Government of Ontario in connection with or arising from the applicable Credit Facility and Secured Lender's Security Agreement, including the Facility Agreement, the ARCES Contract, the Facility, and the transactions contemplated by this Agreement, and (iii) the OPA shall deliver a full and final release, in form and substance satisfactory to EIG and Credit Suisse AG of all claims against EIG and Credit Suisse AG in connection with or arising out of the Credit Facilities and related documents and the transactions contemplated by this Agreement which release shall provide an indemnification from the OPA to EIG and Credit Suisse AG (on behalf of themselves and the Secured Lenders) in respect of any Losses arising out of or relating to claims by Contractors or Suppliers resulting from the cessation of construction of the Facility, provided that the releases under (i) and (ii) shall not terminate (or release any claims in respect of) the indemnification by the OPA provided in its release to EIG and Credit Suisse. **[Note: Form of Release to be attached as this must be delivered on the Effective Date. TBD – other documentation between lenders and GSPC and Affiliates to terminate facilities and commitments and release collateral. Such agreements to contain a release from relevant Greenfield South entities.]**
- (d) Notwithstanding Section 7.13 (No Third-Party Beneficiaries) of this Agreement, this Section 2.4 shall inure to the benefit of EIG and Credit Suisse AG (and the other Secured Lenders), and may be separately enforced by EIG and/or Credit Suisse AG against the OPA. Notwithstanding Section 7.10 (Survival) of this Agreement, this Section 2.4 shall survive the termination of this Agreement and/or the ARCES Contract.

## 2.5 Good Faith Negotiations

In furtherance of the commitment of the Government of Ontario to relocate the Facility, Greenfield and the OPA agree to work together in good faith to determine a suitable site for a

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new nominal 300 MW natural gas fuelled combined cycle generating facility (the “**Relocated Facility**”) and for the future expansion of the Relocated Facility as contemplated below 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, including by advising such Governmental Authorities of the OPA’s support for the Relocated Facility, but subject to the OPA’s limitations on corporate power and authority as set out in the *Electricity Act, 1998* (Ontario). 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 agreement of the OPA and Greenfield to negotiate in good faith during the term of the Amended ARCES regarding potential opportunities to expand the Relocated Facility by an incremental 300 MW or to find another suitable site for a further nominal 300 MW facility governed by a supply agreement with the OPA on terms substantially similar to the Amended ARCES, depending on the ability of the system to accommodate such incremental or further nominal 300 MW, IESO requirements and that there are no significant technical or commercial impediments that cannot be reasonably satisfied, (iii) a level of completion and performance security for the Amended ARCES, including for the incremental or additional 300 MW that is ninety percent (90%) less than that set out in the ARCES Contract, and (iv) an adjustment to the “Net Revenue Requirement” to take into account any amounts paid by the OPA in connection with the Facility which creates or results in a savings or reduced cost for the Relocated Facility, as well as any differences in costs to be incurred because an alternate site than the Site will be used, (due to factors relating to the alternate site, such as, changed performance of the Relocated Equipment, changed costs for consumables, services, equipment or material, such as insurance, costs of delivery of goods or equipment, increased or decreased costs in respect of environmental compliance, compliance with federal, provincial and municipal requirements, higher or lower costs to procure financing and higher or lower costs for interconnection).

## 2.6 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 (including in respect of the Relocated Facility), 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.

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- (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 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

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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.

- (d) Notwithstanding the foregoing, any existing Secured Lender may disclose Confidential Information, including payments received by it hereunder, to any of its Representatives and to any Governmental Authority which regulates such Secured Lender.

### **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

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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 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.

## **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 Party 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 the amount owed by the OPA to Greenfield in addition to those amounts payable pursuant to Section 2.2 shall be determined in accordance with Section 4.2(a);
  - (ii) Greenfield shall return to the OPA any remaining portion of the Costs Security which the Independent Engineer, acting reasonably, determines will not be required to cover any further obligations of Greenfield 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

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indemnify any of the Greenfield Indemnified Parties under Section 2.2(c); and

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

## 4.2 Damages

- (a) 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 in accordance with the procedure set out in Schedule 4.2, as the net present value of the net revenues, **[discounted at a discount rate to be agreed upon,]** 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, (acknowledging the fact that as provided in this Agreement, Greenfield will not complete construction of or operate the Facility). For greater certainty, the net revenues from the Facility shall be calculated by deducting the costs that would have been incurred by Greenfield in connection with the development, construction, financing, operation and maintenance of the Facility from payments that would have been made to Greenfield under the ARCES Contract. Where any Facility Equipment or the Site has been sold in accordance with Section 2.1(e), the quantification of Greenfield's damages under this Section 4.2(a) shall take into account the actual proceeds of any such sale, for which and to the extent the OPA has reimbursed Greenfield for such Facility Equipment or the Site. Where any Facility Equipment or the Site has not been sold, the quantification of Greenfield's damages under this Section 4.2(a) shall take into account the fair market value or salvage value of the Facility Equipment or the Site, at the time such damages are being determined, for which and to the extent the OPA has reimbursed Greenfield for such Facility Equipment and the Site. **[NTD: The OPA is considering Greenfield's proposal to fix the discount rate at CPI (i.e. 2.7%) and to agree that there is no terminal value of the Facility.]** **[NTD2: If the OPA were to take an assignment of the equipment supply agreements for certain major Facility Equipment (e.g., gas turbines) as contemplated in the NTD under Section 2.1(e), we would need a mechanism to reflect the fair market value of that equipment in the damages calculation.]**
- (b) Upon the OPA's payment of damages pursuant to Section 4.2(a), Greenfield shall provide a full and final release of all claims against the OPA and the Government of Ontario in connection with or arising from this Agreement, the ARCES Contract and the Facility.

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## 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

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.

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## 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

Other than as provided for in Section 7.2, or any matter in issue relating to Section 4.2 or Schedule 4.2, 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.

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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 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(a).
- (b) If Greenfield fails to perform any covenant or obligation set forth in Section 2.1(a), Section 2.1(c) or Section 2.1(d) 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, 2.4, 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. Notwithstanding Section 6.2, each Party agrees that the other Party will be entitled, provided it acts in good faith, to seek equitable and injunctive relief on an interim and interlocutory basis in any court of competent jurisdiction or specific performance or other equitable remedies, in addition to any other remedies available to it, to enforce a Party's obligations in the event of such a breach or threatened breach thereof, without first complying with the other dispute resolution procedures described in Section 6. The Parties agree that in the event interim or interlocutory relief is sought from a court, the Parties will together request that a sealing order be granted over all materials filed with the court.

### 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 Effective Date. 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 **Error! Reference source not found..** The OPA may use its own employees for purposes of any such review of records provided that those employees are bound by the confidentiality requirements provided for in Article 3. Alternatively, the OPA may at its own expense appoint an auditor to conduct its review.

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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.

#### **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 relocation of the Facility, failing which, the damages payable to Greenfield will be determined through a process set out in the Agreement.

#### **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.

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## **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 2.5, 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.
- (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), Section 4.2, Article 6, and Section 7.3, 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.

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### **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 416-969-6071 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 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**  
**COPY OF CERTIFICATE OF APPROVAL-AIR NUMBER 2023-7HUMVW**

Draft



## SCHEDULE 4.2 – TERMINATION COMPENSATION

- (a) In order to determine the amount of compensation payable pursuant to Section 4.2(a) (the “**Termination Compensation**”), Greenfield shall deliver to the OPA a notice setting out the amount claimed as compensation and details of the computation thereof (the “**Compensation Notice**”). The OPA shall be entitled, by notice given within thirty (30) days after the date of receipt of the Compensation Notice, to require Greenfield to provide such further supporting particulars as the OPA considers necessary, acting reasonably.
- (b) If the OPA does not dispute the Termination Compensation, the OPA shall pay to Greenfield the Termination Compensation within sixty (60) days after the date of receipt of the Compensation Notice. If the Termination Compensation is disputed, the OPA shall pay to Greenfield the amount of Termination Compensation as determined in accordance with paragraph (d) not later than sixty (60) days after the date on which the dispute with respect to the amount of Termination Compensation is resolved.
- (c) If the OPA wishes to dispute the Termination Compensation, the OPA shall give to Greenfield a notice (the “**OPA Compensation Notice**”) setting out an amount that the OPA proposes as the Termination Compensation payable pursuant to Section 4.2(a), together with details of the computation. If Greenfield does not give notice (the “**Greenfield Non-acceptance Notice**”) to the OPA stating that it does not accept the amount proposed in the OPA Compensation Notice within thirty (30) days after the date of receipt of the OPA Compensation Notice, Greenfield shall be deemed to have accepted the amount of Termination Compensation so proposed. If a Greenfield Non-acceptance Notice is given, the OPA and Greenfield shall attempt to determine the Termination Compensation through negotiation. If the OPA and Greenfield do not agree in writing upon the Termination Compensation within sixty (60) days after the date of receipt of the Greenfield Non-acceptance Notice, the Termination Compensation shall be determined in accordance with the procedure set forth in paragraph (d) and Sections 6.1 and 6.2 shall not apply to such determination.
- (d) **Dispute Resolution**
- (i) If the negotiation described in paragraph (c), above, does not result in an agreement in writing on the amount of the Termination Compensation, either the OPA or Greenfield may, after the date of the expiry of a period of sixty (60) days after the date of receipt of the Greenfield Non-acceptance Notice, by notice to the other require the dispute to be resolved by arbitration as set out below. The OPA and Greenfield shall, within thirty (30) days after the date of receipt of such notice of arbitration, jointly appoint a valuator to determine the Termination Compensation. The valuator so appointed shall be a duly qualified business valuator, independent of each of the OPA and Greenfield, where the individual responsible for the valuation has not less than ten (10) years’ experience in the field of business valuation. If the OPA and Greenfield are unable to agree upon a valuator within such period, the OPA and Greenfield shall

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jointly make application (provided that if a party does not participate in such application, the other party may make application alone) under the *Arbitration Act, 1991* (Ontario) to a judge of the Superior Court of Justice to appoint a valuator, and the provisions of the *Arbitration Act, 1991* (Ontario) shall govern such appointment. The valuator shall determine the Termination Compensation within sixty (60) Business Days after the date of his or her appointment. The fees and expenses of the valuator shall be paid by the OPA.

**[NTD: This section is subject to further revision based on discussions between Osler and McMillan.]**

- (ii) In order to facilitate the determination of the Termination Compensation by the valuator, each of the OPA and Greenfield shall provide to the valuator such information as may be requested by the valuator, acting reasonably, and each of the OPA and Greenfield shall permit the valuator and the valuator's representatives to have reasonable access during normal business hours to such information and to take extracts therefrom and to make copies thereof.
- (iii) The Termination Compensation as determined by the valuator shall be final, conclusive and binding and not subject to any appeal.
- (e) Any amount to be paid under paragraph (b) shall bear interest at a variable nominal rate per annum equal on each day to the Interest Rate then in effect from the date of receipt of the Compensation Notice to the date of payment.

Draft



120 Adelaide Street West  
Suite 1600  
Toronto, Ontario M5H 1T1  
T 416-967-7474  
F 416-967-1947  
[www.powerauthority.on.ca](http://www.powerauthority.on.ca)

**CONFIDENTIAL**

November 25, 2011

Greenfield South Power Corporation  
2275 Lake Shore Blvd. West, Suite 401  
Toronto ON M8V 3Y3

Attention: Gregory M. Vogt, President

Dear Mr. Vogt:

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

Following a week of highly productive negotiations, we are now very close to having a finalized "Facility Relocation and Settlement Agreement" between the OPA and Greenfield South. At this stage, however, due to the increased complexity of the agreement and the deliveries required on closing, it appears that we will not have a finalized agreement in place by Friday, November 25, 2011.

It is our expectation that our respective legal counsel will continue to work together and with legal counsel for the secured lenders to reach a final agreement no later than the end of the day on Friday, December 9, 2011, provided that if the OPA is required to make extensive deliveries on closing, there may be a further period required before the agreement can take effect so that the OPA can perform any required due diligence and make the necessary arrangements for the closing deliveries. We are confirming that during the period between now and end of day on Friday, December 16, 2011, we have agreed with you that the obligations of the parties under the Contract continue to remain suspended and you have agreed to continue to suspend all further work and activities in connection with the Facility (as defined in the Contract), other than anything that may be reasonably necessary in the circumstances to bring such work or activities to a conclusion and to maintain safety and security of the site.

Attached to this letter is the most recent draft of the Facility Relocation and Settlement Agreement (the "Draft FRSA"). We confirm that we are in substantial agreement with you over the terms and conditions of the Facility Relocation and Settlement Agreement as set out in the Draft FRSA with the exception of Section 2.1(e) (including the definition of "Restricted Period"), Section 2.4, Section 4.2(a) and Schedule 4.2 as set out in the notes to draft in the Draft FRSA in those sections and schedule.

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

Sincerely,

**ONTARIO POWER AUTHORITY**

By:

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

Accepted and agreed on November \_\_, 2011

**GREENFIELD SOUTH POWER CORPORATION**

Per:

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





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

**CONFIDENTIAL**

November 25, 2011

Greenfield South Power Corporation  
2275 Lake Shore Blvd. West, Suite 401  
Toronto ON M8V 3Y3

Attention: Gregory M. Vogt, President

Dear Mr. Vogt:

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

Attached to this letter is the most recent draft of the Facility Relocation and Settlement Agreement (the "Draft FRSA"). We agree with you that the indemnity obligations of the OPA in favour of the Greenfield Indemnified Parties (as defined in the Draft FRSA) set forth in Section 2.2(c) of the Draft FRSA shall become effective and binding from and after the date of this letter and shall continue to be effective even if the Facility Relocation and Settlement Agreement is not executed. For greater certainty, Losses (as such term is defined in the Draft FRSA) being indemnified, and for which the OPA shall be responsible for, shall include any amounts that are determined by a court of competent jurisdiction to be appropriate and payable to the Secured Lenders.

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

Sincerely,

**ONTARIO POWER AUTHORITY**

By:

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

Accepted and agreed on November \_\_, 2011

**GREENFIELD SOUTH POWER CORPORATION**

Per:

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

## Fisher, Petra (ENERGY)

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**From:** Sylvis, Laura (ENERGY)  
**Sent:** November-25-11 7:54 PM  
**To:** @ENERGY-COMM-Issues\_and\_MediaRelations  
**Subject:** Wrap up  
**Attachments:** Mississauga Gas Plant - Media Scan - 20111110.doc; ETR - Raw Data - Mississauga Gas Plant - November 2011.xls; ETR Articles - September 24 - November 25.pdf

Attached media clippings removed

Hi guys,

I've been trying to get as much done on the Mississauga gas plant ETR as possible, but I really can't stay any later as I have a significant workload awaiting me at home in the next 40 hours before I travel. So my apologies for dumping work on you, but someone will have to pick up this task and try to complete it for EOD Monday.

Here's where we're at. I've entered all the coverage into the ETR spreadsheet (thanks Cathy for keeping track of everything!). The charts still need to be updated.

I've attached the full set of articles for the period covered by the ETR, and the summary I wrote for November 10, which will need to be updated with the most recent key articles.

I haven't had a chance to do Twitter reports all week – at this point I'd suggest writing off the week. Whoever does Twitter reports on Monday, just go as far back as this evening unless you feel ambitious.

See you in a week!

**Laura Sylvis** | Issues and New Media Officer | Ministry of Energy and Ministry of Infrastructure  
o. 416-325-1697 | bb. 416-988-0642 | [laura.sylvis2@ontario.ca](mailto:laura.sylvis2@ontario.ca)

 Please consider the environment before printing this email.



# Media Scan

## Mississauga Gas Plant

*September 26, 2010 – November 10, 2011*

## Media Scan Summary

### Date Range of Scan

September 26, 2010 – November 10, 2011

### Analysis

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

### Key Quotes

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



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

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

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



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



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

## Greenfield South Gas Plant Cancellation

### Media Coverage Breakdown

All Media						
Media Type	Date	Station/ Newspaper/ We	# Hits	Audience	Rating	Region
Print-General	25-Nov-11	Toronto Star			Negative	GTA
Web - General	24-Nov-11	Daily Commercial News			Negative	GTA
Radio	22-Nov-11	CBC Radio 1 Windsor			Mixed	South-West
Television	22-Nov-11	Global TV Toronto			Positive	GTA
Print - General	22-Nov-11	Mississauga News			Positive	GTA
Print - General	22-Nov-11	Mississauga News			Negative	GTA
Print - General	22-Nov-11	Mississauga News			Mixed	GTA
Print - General	21-Nov-11	Canadian Press			Mixed	GTA
Television	21-Nov-11	CFTO			Negative	GTA
Television	21-Nov-11	CBC Toronto			Mixed	GTA
Television	21-Nov-11	CHCH			Mixed	South-West
Web - General	21-Nov-11	CBC News			Mixed	GTA
Television	21-Nov-11	CHCH			Mixed	South-West
Television	21-Nov-11	City			Mixed	GTA
Web - General	21-Nov-11	citynews.ca			Mixed	GTA
Web - General	21-Nov-11	ctvtoronto.ca			Mixed	GTA
Television	21-Nov-11	Global TV Toronto			Mixed	GTA
Print - General	21-Nov-11	InsideToronto			Mixed	GTA
Web - General	21-Nov-11	Penn Energy			Mixed	GTA
Radio	21-Nov-11	CHML AM			Mixed	South-West
Radio	21-Nov-11	Newstalk 1010 CFRB			Mixed	GTA
Radio	21-Nov-11	CFTR AM			Mixed	GTA
Radio	21-Nov-11	CFPL FM			Mixed	South-West
Radio	21-Nov-11	Newstalk 1010 CFRB			Mixed	GTA
Radio	21-Nov-11	CFZM FM	-		Mixed	GTA
Radio	21-Nov-11	CFMZ FM	-		Negative	GTA
Radio	21-Nov-11	CJKX FM	-		Mixed	GTA
Radio	21-Nov-11	CKPC AM	-		Mixed	South-West
Radio	21-Nov-11	CFMJ AM	-		Negative	GTA
Radio	21-Nov-11	CBON FM (French)	-		Mixed	Northern
Radio	21-Nov-11	CFTR AM	-		Negative	GTA
Print - General	21-Nov-11	Mississauga News	-		Mixed	GTA
Print - General	22-Nov-11	Globe and Mail	-		Mixed	GTA
Print - General	22-Nov-11	National Post	-		Mixed	GTA
Print - General	21-Nov-11	Globe and Mail	-		Negative	GTA
Print - General	21-Nov-11	Toronto Star	-		Mixed	GTA
Print - General	22-Nov-11	Toronto Star	-		Negative	GTA
Print - Opinion/ Editorial	22-Nov-11	Toronto Sun	-		Negative	GTA
Print - General	21-Nov-11	Toronto Sun	-		Mixed	GTA
Print - General	21-Nov-11	Welland Tribune	-		Mixed	GTA
Print - General	22-Nov-11	Waterloo Region Record	-		Negative	GTA
Print - General	21-Nov-11	Mississauga News	-		Mixed	GTA
Web - General	21-Nov-11	Astral Media	-		Mixed	GTA
Print - General	21-Nov-11	InsideToronto	-		Mixed	GTA
Print - General	21-Nov-11	Canadian Press	-		Negative	GTA
Web - General	21-Nov-11	Daily Commercial News	-		Mixed	GTA
Web - General	18-Nov-11	Daily Commercial News	-		Negative	GTA
Print - General	16-Nov-11	InsideToronto	-		Negative	GTA
Television	16-Nov-11	Global TV Toronto	-		Negative	GTA
Print - General	16-Nov-11	InsideToronto	-		Negative	GTA
Print - General	16-Nov-11	InsideToronto	-		Mixed	GTA
Print - General	9-Nov-11	Toronto Star	-		Negative	GTA
Radio	9-Nov-11	680 News	-		Negative	GTA
Radio	9-Nov-11	Newstalk 1010 CFRB	-		Negative	GTA
Print - General	9-Nov-11	Canadian Press	-		Negative	GTA
Print - Opinion/ Editorial	5-Nov-11	Waterloo Region Record	-		Negative	South-West
Print - General	3-Nov-11	London Free Press	-		Mixed	South-West
Print - General	3-Nov-11	Toronto Star	-		Negative	GTA
Print - General	3-Nov-11	Waterloo Region Record	-		Negative	South-West
Radio	27-Oct-11	Newstalk 1010 CFRB	-		Mixed	GTA
Web - General	28-Oct-11	CBC.ca	-		Mixed	GTA
Print - Opinion/ Editorial	28-Oct-11	Toronto Sun	-		Negative	GTA





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

---

**From:** Calwell, Carolyn (ENERGY)  
**Sent:** November-25-11 10:09 PM  
**To:** Perun, Halyna N. (ENERGY)  
**Subject:** Re: Greenfield

Wow! Further to our conversation, OPA has not been forthcoming!

Am happy to review any docs we receive over the weekend and to comment. Will advise of my timing as docs are available.

Carolyn

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

From: Perun, Halyna N. (ENERGY)  
To: Lindsay, David (ENERGY); Jennings, Rick (ENERGY); Calwell, Carolyn (ENERGY); Silva, Joseph (ENERGY)  
Sent: Fri Nov 25 20:21:24 2011  
Subject: Greenfield

Privileged and Confidential

In a call with Mike Lyle this evening he advised that

- letter of agreement to stop work was extended today to Dec 16 (same two issues noted today - lenders wish to be paid on closing and loss of profits needs to be resolved - though as he said yesterday neither is a "deal breaker" but the lenders issue particularly needs more time for due diligence re paying out)

- last evening Eastern wanted the settlement monies of 10 million for the Keele Valley litigation paid out today (ie the original closing date and not on the extended date). OEFC refused. As a result OPA provided a certified cheque to Eastern for that amount today. This amount is an early payment of 5.4 million OPA agreed to in a side letter deal last week with Eastern (which I did not know about til now but you may recall Eastern wanted to settle Keele Valley for 15.4 and OPA had thought it could find the extra 5.4 to top up the 10 million OEFC agreed to as settlement) plus Mike advises that the additional 4.6 million the OPA provided today would be credited against future payments under a new contract with a further stipulation made for the return of that money should negotiations fail.

- finally there was a further separate letter agreement executed today addressing indemnification during the extension period.

It's a bit like peeling an onion, I must say - I honestly don't know if we now know all the letters and side letters that are out there pertaining to this matter.

I asked Mike to send me all of pertinent info: the latest draft of the settlement agreement and all letters he referred to - cessation letter; extension of cessation; side letter re 5.4 million; indemnity letter.

Once we review the documents we hope to be in a position to provide you with a more complete picture -



Halyna Perun

A\Director

Ph: 416 325 6681

BB: 416 671 2607

Sent using BlackBerry

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

---

**From:** Gherson, Giles (CAB)  
**Sent:** November-27-11 2:46 PM  
**To:** Lindsay, David (ENERGY)  
**Subject:** Re: Greenfield

Thanks, David. With all these deals and side deals it is indeed like peeling an onion!  
Giles

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

From: Lindsay, David (ENERGY)  
To: Gherson, Giles (CAB)  
Sent: Sun Nov 27 10:20:53 2011  
Subject: Fw: Greenfield

Complex series of letters and side agreements FYI.

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

From: Perun, Halyna N. (ENERGY)  
To: Lindsay, David (ENERGY); Jennings, Rick (ENERGY); Calwell, Carolyn (ENERGY); Silva, Joseph (ENERGY)  
Sent: Fri Nov 25 20:21:24 2011  
Subject: Greenfield

Privileged and Confidential

In a call with Mike Lyle this evening he advised that

- letter of agreement to stop work was extended today to Dec 16 (same two issues noted today - lenders wish to be paid on closing and loss of profits needs to be resolved - though as he said yesterday neither is a "deal breaker" but the lenders issue particularly needs more time for due diligence re paying out)

- last evening Eastern wanted the settlement monies of 10 million for the Keele Valley litigation paid out today (ie the original closing date and not on the extended date). OEFC refused. As a result OPA provided a certified cheque to Eastern for that amount today. This amount is an early payment of 5.4 million OPA agreed to in a side letter deal last week with Eastern (which I did not know about til now but you may recall Eastern wanted to settle Keele Valley for 15.4 and OPA had thought it could find the extra 5.4 to top up the 10 million OEFC agreed to as settlement) plus Mike advises that the additional 4.6 million the OPA provided today would be credited against future payments under a new contract with a further stipulation made for the return of that money should negotiations fail.

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It's a bit like peeling an onion, I must say - I honestly don't know if we now know all the letters and side letters that are out there pertaining to this matter.

I asked Mike to send me all of pertinent info: the latest draft of the settlement agreement and all letters he referred to - cessation letter; extension of cessation; side letter re 5.4 million; indemnity letter.

Once we review the documents we hope to be in a position to provide you with a more complete picture -

Halyna Perun

A\Director

Ph: 416 325 6681

BB: 416 671 2607

Sent using BlackBerry

## Cayley, Daniel (ENERGY)

---

**From:** Nimi Visram <Nimi.Visram@powerauthority.on.ca>  
**Sent:** November-28-11 10:58 AM  
**To:** Perun, Halyna N. (ENERGY)  
**Cc:** Michael Lyle  
**Subject:** FW: Extension Letter and NUG Side Letter  
**Attachments:** Novemer 18 2011 Agreement in Principle Letter.pdf; Greenfield Side Letter - November 25 2011.pdf; greenest2012\_english-(custom)verysmall.gif

Hello Halyna,

gif attachment is image below

Attached as requested,

Thnx  
Nimi

**Nimi Visram** | Executive Assistant and Board Coordinator | Legal, Aboriginal and Regulatory Affairs | Ontario Power Authority  
 Please consider your environmental responsibility before printing this email.

---

**From:** Perun, Halyna N. (ENERGY) [mailto:Halyna.Perun2@ontario.ca]  
**Sent:** November 26, 2011 12:34 PM  
**To:** Michael Lyle  
**Subject:** Re: Extension Letter and NUG Side Letter

Thank you! Please also send me the first cessation letter and side letter - not sure if I actually need it to know the whole picture but would appreciate seeing these docs just the same - thanks again!

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

Sent using BlackBerry

---

**From:** Michael Lyle <Michael.Lyle@powerauthority.on.ca>  
**To:** Perun, Halyna N. (ENERGY)  
**Sent:** Fri Nov 25 19:45:12 2011  
**Subject:** Fw: Extension Letter and NUG Side Letter

FYI

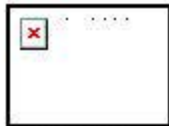
---

**From:** Smith, Elliot [mailto:ESmith@osler.com]  
**Sent:** Friday, November 25, 2011 05:41 PM  
**To:** Sebastiano, Rocco <RSebastiano@osler.com>; Michael Lyle; Michael Killeavy; JoAnne Butler  
**Cc:** Ivanoff, Paul <PIvanoff@osler.com>  
**Subject:** RE: Extension Letter and NUG Side Letter

Further to Rocco's note below, attached are the two new letters and the Draft FRSA, which is a schedule to both letters.



Elliot



**Elliot Smith, P.Eng.**  
Associate

416.862.6435 DIRECT  
416.862.6666 FACSIMILE  
[esmith@osler.com](mailto:esmith@osler.com)

Osler, Hoskin & Harcourt LLP  
Box 50, 1 First Canadian Place  
Toronto, Ontario, Canada M5X 1B8



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---

---

**From:** Sebastiano, Rocco  
**Sent:** Friday, November 25, 2011 5:38 PM  
**To:** Michael Lyle (Michael.Lyle@powerauthority.on.ca); Michael Killeavy (Michael.killeavy@powerauthority.on.ca); JoAnne Butler (joanne.butler@powerauthority.on.ca)  
**Cc:** Smith, Elliot; Ivanoff, Paul  
**Subject:** RE: Extension Letter and NUG Side Letter

Just got off the phone with Carl. Greg has signed the two letters and Carl has sent them to me to be held until we deliver the certified cheque.

Carl did raise a good point and that is that we should revise the extension letter to move the indemnity into a separate side letter. This way, GSPC can share the extension letter with the lenders without having to advise them that we have agreed to provide GSPC the indemnity.

We are in the process of preparing the two revised letters which we will circulate for execution. Once they are signed by both sides then we can destroy the first signed extension letter.

Thanks, Rocco

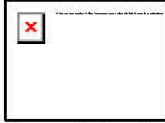
---

**From:** Sebastiano, Rocco  
**Sent:** Friday, November 25, 2011 5:05 PM  
**To:** 'Carl De Vuono'  
**Cc:** Michael Lyle (Michael.Lyle@powerauthority.on.ca); Smith, Elliot  
**Subject:** Extension Letter and NUG Side Letter

Carl,

Please find enclosed the two side letters which have been signed by Colin Andersen. If Greg would like to receive his \$10 million dollars today, then please ask him to countersign the two letters and return them to me by 5:30 pm.

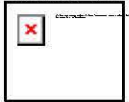
Thanks, Rocco



**Rocco Sebastiano**  
Partner

416.862.5859 DIRECT  
416.862.6666 FACSIMILE  
[rsebastiano@osler.com](mailto:rsebastiano@osler.com)

Osler, Hoskin & Harcourt LLP  
Box 50, 1 First Canadian Place  
Toronto, Ontario, Canada M5X 1B8



\*\*\*\*\*

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\*\*\*\*\*



120 Adelaide Street West  
Suite 1600  
Toronto, Ontario M5H 1T1  
T 416-967-7474  
F 416-967-1947  
[www.powerauthority.on.ca](http://www.powerauthority.on.ca)

CONFIDENTIAL

November 18, 2011

Greenfield South Power Corporation  
2275 Lake Shore Blvd. West, Suite 401  
Toronto ON M8V 3Y3

Attention: Greg Vogt, President

Dear Mr. Vogt:

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

The OPA is pleased that following the exchange of drafts of the "Facility Relocation and Settlement Agreement" between the OPA and Greenfield South, and following discussions between our respective legal counsel this afternoon, we have essentially reached an agreement in principle on the Facility Relocation and Settlement Agreement, which, among other things, provides for the permanent cessation of construction work on the Greenfield South Generation Station.

We confirm that our respective legal counsel will continue to work together over the weekend with the objective of finalizing the Facility Relocation and Settlement Agreement by the end of the day on Monday, November 21, 2011, and that all deliverables and approvals required to execute the Facility Relocation and Settlement Agreement will be in place no later than end of day on Friday, November 25, 2011. We are confirming that during the period between now and end of day on Friday, November 25, 2011, we have agreed with you that the obligations of the parties under the Contract are suspended and you have agreed to suspend all further work and activities in connection with the Facility (as defined in the Contract), other than anything that may be reasonably necessary in the circumstances to bring such work or activities to a conclusion and to maintain safety and security of the site.

The OPA will be issuing a media statement in connection with this letter.

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

Sincerely,

**ONTARIO POWER AUTHORITY**

By:



Name: Colin Andersen  
Title: Chief Executive Officer

Accepted and agreed on November 18, 2011

**GREENFIELD SOUTH POWER CORPORATION**

Per:

---

Name: Gregory M. Vogt  
Title: President





120 Adelaide Street West  
Suite 1600  
Toronto, Ontario M5H 1T1  
T 416-967-7474  
F 416-967-1947  
[www.powerauthority.on.ca](http://www.powerauthority.on.ca)

**CONFIDENTIAL**

November 25, 2011

Eastern Power Limited  
2275 Lake Shore Blvd. West, Suite 401  
Toronto ON M8V 3Y3

Attention: Greg Vogt, President

Dear Mr. Vogt:

**Power Purchase Agreement between Ontario Hydro (now Ontario Electricity Financial Corporation) ("OEFC") and Eastern Power Developers Corp. (which was amalgamated with Eastern Power Developers Inc. to form Eastern Power Limited on October 1, 1996) ("Eastern Power") dated January 11, 1994, as amended and revised (the "NUG Contract")**

The OPA agrees to enter into a new contract (the "New Contract") for the output of the facility that is the subject of the NUG Contract. The New Contract would be based on the form of power purchase agreement that has been developed by the OPA for the Energy Recovery Standard Offer Program (ERSOP), but with the following changes: (i) a term that is no less than the remaining term of the NUG Contract, (ii) a price per MWh of electricity delivered that provides Eastern Power with the same financial benefit as under the NUG Contract, plus an additional net cash flow of five million, four hundred thousand Canadian dollars (\$5,400,000.00) payable under the New Contract (the "Increased Fee"), and (iii) any other conforming changes that are required in order for the ERSOP form of contract to apply to the Keele Valley facility.

In furtherance of this, the OPA is paying you today, the amount of ten million Canadian dollars (\$10,000,000.00) (the "Advance") by way of wire transfer or certified cheque dated the date hereof.

If the New Contract is entered into by the date that is sixty (60) days after the date first written above, provided that such period may be extended once by an additional period of sixty (60) days by either the OPA or Eastern Power providing the other with written notice no less than five (5) business days prior to the expiry of the original period and may be further extended for an agreed upon period of time with the mutual agreement in writing of the OPA and Eastern Power (the "End Date"), then the Increased Fee shall be satisfied from the Advance held by Eastern Power and the balance of the Advance (being four million six hundred thousand Canadian dollars (\$4,600,000.00)) shall be applied in satisfaction of four million six hundred thousand Canadian dollars (\$4,600,000.00) of other fees or amounts payable by the OPA to Eastern Power under the New Contract.

For greater certainty, if the New Contract is not entered into prior to the End Date, Eastern Power shall have no obligation to return any portion of the Advance to the OPA or to apply any portion against amounts

payable under the NUG Contract, except in the circumstance where Eastern Power has received a payment from the OEFC in connection with certain mutual releases under the NUG Contract (which as of the date of this letter is contemplated as being ten million Canadian dollars (\$10,000,000.00) (the "OEFC Settlement Payment"). If Eastern Power receives the OEFC Settlement Payment, Eastern Power shall promptly return to the OPA an amount equal to the lesser of (i) four million six hundred thousand Canadian dollars (\$4,600,000.00) and (ii) the amount by which the OEFC Settlement Payment is greater than the Increased Fee.

The OEFC will be requested to enter into an agreement with Eastern Power to terminate the NUG Contract upon execution of the New Contract.

Sincerely,

**ONTARIO POWER AUTHORITY**

By:   
Name: Colin Andersen  
Title: Chief Executive Officer

Accepted and agreed this \_ \_ day of November, 2011.

**EASTERN POWER LIMITED**

Per:

\_\_\_\_\_  
Name:  
Title:

RJ

DRC ⊖

Gibbs, Diana (ENERGY)

DAC-2011-4465

PC - Employee of Greenfield South power plant asks for assistance getting carpentry tools back and employment status

S-GTA New Supply

**From:** Kmith, Joyce [jkmith@liberal.ola.org]  
**Sent:** November 28, 2011 9:47 AM  
**To:** Write2us (ENERGY)  
**Subject:** FW: Carpenters need your help

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

**From:** Sandra and Marko Venalainen [mailto:sabolic@hotmail.com]  
**Sent:** November 25, 2011 6:40 PM  
**To:** Bentley\_Chris-MPP-CO  
**Subject:** Carpenters need your help

Dear Mr. Bentley,

<!--[if !supportEmptyParas]--> <!--[endif]-->

I am writing to you because I am a carpenter who has been working at the Greenfield South Power Plant. **I need your help.** We have been locked out. We are not allowed to retrieve our tools from the plant. We arrived at the site on Monday (November 21) morning and were told to return on Tuesday for more information. On Tuesday we were told that demolition of the plant would begin on Monday, November 28 and that we were to return on Thursday to pick up our personal tools. On Thursday we were greeted by security guards who would only allow us into the trailers and we were told that it was uncertain when our jobs would begin again.

<!--[if !supportEmptyParas]--> <!--[endif]-->

As carpenters, we are frequently laid off. Stopping construction of the plant did not concern me because the job would eventually end. What we did not expect that we would be put in such a difficult situation.

<!--[if !supportEmptyParas]--> <!--[endif]-->

**We have not been laid off so we cannot claim Employment Insurance benefits.**

<!--[if !supportEmptyParas]--> <!--[endif]-->

**We are not working so I do not expect to receive a pay cheque next week.**

<!--[if !supportEmptyParas]--> <!--[endif]-->

**We have not been laid off so we cannot have our names added to the list of people looking for work at our union. Thus we are being denied work.**

<!--[if !supportEmptyParas]--> <!--[endif]-->

**Even if we find work, we do not have our personal tools.**

<!--[if !supportEmptyParas]--> <!--[endif]-->

My wife and I have tried e-mailing and calling the contact information for the company and have **not received a response.**

<!--[if !supportEmptyParas]--> <!--[endif]-->

Being in this kind of limbo with no information is very frustrating and stressful. I just want to work and while I am "employed" by this company I cannot find work elsewhere.

<!--[if !supportEmptyParas]--> <!--[endif]-->

**I don't know where to turn. I am sending you this request imploring you for help. I need to work.**

11/28/2011

**Our family of four cannot survive on my wife's pay cheque alone.**

<!--[if !supportEmptyParas]--> <!--[endif]-->

I am not asking you to allow construction of the plant to resume. **I need to know if and when we will be allowed to retrieve our tools. I need to know if we are returning to work and if not anytime soon, whether we can be laid off so I can seek employment elsewhere.**

<!--[if !supportEmptyParas]--> <!--[endif]-->

Thank you in advance for your assistance,

<!--[if !supportEmptyParas]--> <!--[endif]-->

Marko Venalainen

76 Babcock Crescent

Milton, ON L9T 6C3

905-864-1487

sabolic@hotmail.com

<!--[if !supportEmptyParas]--> <!--[endif]-->

A copy of this email has been sent to the following:

<!--[if !supportEmptyParas]--> <!--[endif]-->

**The Honourable Dalton McGuinty**, Premier of Ontario

**Chris Bentley**, Minister of Energy

**Charles Sousa**, MPP

**Ted Chudleigh**, MPP Halton (our riding)

<!--[if !supportEmptyParas]--> <!--[endif]-->

<!--[if !supportEmptyParas]-->As supporters of the Liberal Party of Ontario we have decided that at this time we will not ask assistance from the other political party leaders in Ontario. Our issue is not with the government, but rather with the company that is denying us our right to work.

11/28/2011



MC-2011-4479

FYI (E)

Page 1 of 1

premier huds suggestion from  
PC- Resident of Barrie  
to relocate Mississauga  
gas plant there  
S- GTA New Supply

**Gibbs, Diana (ENERGY)**

**From:** Lindsay, Ken (ENERGY)  
**Sent:** November 28, 2011 10:21 AM  
**To:** Gibbs, Diana (ENERGY)  
**Cc:** Pitkeathly, Doreen (ENERGY)  
**Subject:** FW: CSU 1007167 - FYI  
**Attachments:** 1-20025900-CSU\_Incoming\_Mail.doc;  
COCORR\_n20026677\_v1\_Reply\_Document\_for\_Case\_\_1007167.doc

For coding

**From:** Smith, Margaret (CAB)  
**Sent:** November 28, 2011 8:29 AM  
**To:** Longkines, Minda (ENERGY); Lindsay, Ken (ENERGY); Pitkeathly, Doreen (ENERGY)  
**Subject:** CSU 1007167 - FYI

11/28/2011

November 28, 2011

jhellas@hotmail.com

This e-mail account is not monitored. Please do not reply directly to this e-mail.  
For further inquiries, direct your online message through  
<http://www.premier.gov.on.ca/feedback/default.asp>.

\*\*\*\*\*

Thanks for your online message about the relocation of a gas generating plant. Your views are important to me.

As my colleague the Honourable Chris Bentley, Minister of Energy, would also be interested in this issue, I've passed along a copy of your message to him for his information. I trust that he will also give your views his careful consideration.

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

Dalton McGuinty  
Premier of Ontario

c: The Honourable Chris Bentley

\*\*\*\*\*

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

feedbackid = 226319  
sendto = CSU <incomingcsu@cab.gov.on.ca>  
sendfrom = dmcguinty@premier.gov.on.ca  
sendreply =  
senderip = 64.231.0.80  
senddate = 11/22/2011  
preferredlanguage = English  
requesturl =  
<https://correspondence.premier.gov.on.ca/en/feedback/submitAddress.aspx?FeedbackID=226319&SID=-2059840824>  
senderPrefix = Mr.  
sendername = Mr. Joseph Hellas  
senderFirstName = Joseph  
senderLastName = Hellas  
senderaddress = 94 Christie Cres  
sendercity = Barrie  
senderpostalcode = L4M4W8  
senderprovince = Ontario  
senderemail = jhellas@hotmail.com  
sendermessage = With Your Governments recent announcement by Energy Minister Chris Bentley on Monday confirming that Greenfield South Power has agreed to immediately stop building the gas plant in Mississauga and Bentley saying the company and the Ontario Power Authority are still looking to find another location for the generating station.

May I please suggest looking at Barrie, Ontario. With the plant that was built along the 401 West, the view from the highway is not bad. And with this site I could see being a great replacement to the cancelled Mississauga plant, and being possible in design.

The site being The old Molson Brewery Property (which is currently for sale) is similar in location. Close to the highway, a forested buffer zone between the gas plant and the closest retail/industrial business, and the necessary work force.

Barrie is becoming a technology hub, with both a RBC Data centre located in Barrie's south end. And current construction of both a IBM and TD data centre's. So as a result, some necessary infrastructure is in place. And Barrie being a Hydro Operations Hub as well.

Both these merit a serious consideration when thinking of a possible relocation site, which is close to the closing one and which would bring much needed construction jobs, but both spin off, and operational jobs.

Thank You for your Time.

Joseph Hellas.  
lastmodifieddate =



# Dufferin-Peel Catholic District School Board

40 Matheson Boulevard West, Mississauga, Ontario L5R 1C5 • Tel: (905) 890-1221 • Fax: (905) 890-7610

November 28, 2011

The Honourable Laurel Broten  
Minister of Education  
Mowat Block  
22<sup>nd</sup> Floor, 900 Bay Street  
Toronto, ON M7A 1L2

The Honourable Chris Bentley  
Minister of Energy  
Hearst Block  
900 Bay Street, 4<sup>th</sup> Floor  
Toronto, ON M7A 2E1

The Honourable Jim Bradley  
Minister of the Environment  
Ferguson Block  
11<sup>th</sup> Floor, 77 Wellesley Street West  
Toronto ON M7A 2T5

Dear Ministers Broten, Bentley and Bradley:

**Re: Loreland Power Plant**

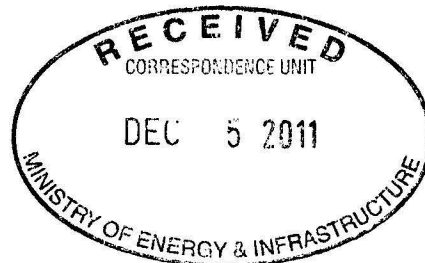
Further to our letter of September 19, 2011, we were pleased to hear the announcement that the provincial government will not be proceeding with the Greenfield South power plant in Mississauga. The Board supports this decision and wishes to congratulate you on making this difficult decision. Thank you for recognizing the concerns expressed by our students and community.

Yours truly,

Anna Abbruscato  
Chair of the Board

- c. Trustees
- Dipika Damerla, MPP, Mississauga East-Cooksville
  - Hon. Charles Sousa, MPP, Mississauga South
  - Jim Tovey, Councillor, City of Mississauga, Ward 1
  - Chris Fonseca, Councillor, City of Mississauga, Ward 3
  - John B. Kostoff, Director of Education, DPCDSB

⊖ FYI  
 R. Dufferin - Peel Catholic  
 District School Board Chair  
 congratulates Ministers  
 of Energy, Environment  
 and Education on decision  
 to cancel Mississauga gas  
 plant.  
 S: GEA-New Supply





## Cayley, Daniel (ENERGY)

---

**From:** Tian, Jason (ENERGY)  
**Sent:** November-29-11 1:56 PM  
**To:** King, Ryan (ENERGY)  
**Cc:** Valenton, Lourdes (ENERGY)  
**Subject:** RE: Q2 follow up - request from Treasury Board

Hi Ryan,

For the Q2 follow-up, Lourdes mentioned that the ministry needs to identify the risk associated with closure/relocation of gas power plants in Mississauga and Oakville. Can you please make sure to include this in your risk template with some verbiage and also try to quantify the risk if possible. If you have info as to who will likely be paying for it (Energy? OPG/Hydro One? or MOF?), please indicate it as well.

Thanks, Jason

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**From:** Tian, Jason (ENERGY)  
**Sent:** Monday, November 28, 2011 11:36 AM  
**To:** King, Ryan (ENERGY)  
**Subject:** RE: Q2 follow up - request from Treasury Board

This is what you sent over in Q2.

---

**From:** King, Ryan (ENERGY)  
**Sent:** Monday, November 28, 2011 11:34 AM  
**To:** Tian, Jason (ENERGY)  
**Subject:** RE: Q2 follow up - request from Treasury Board

Can you send a soft copy of what we sent over?

---

**From:** Tian, Jason (ENERGY)  
**Sent:** November 28, 2011 10:44 AM  
**To:** Krstev, Viki (ENERGY); King, Ryan (ENERGY); Collins, Jason R. (ENERGY); James, Emily E. (ENERGY)  
**Cc:** Valenton, Lourdes (ENERGY); Mukoma, Andrew (ENERGY); An, Tai (ENERGY)  
**Subject:** Q2 follow up - request from Treasury Board  
**Importance:** High

Hi, all,

Corporate just received an urgent request from Treasury Board for an update of the risks the ministry submitted in Q2. The ministry has been asked to identify specific items/plans to meet the 97% savings target for 2011-12.

Please review the risks that your area identified in Q2 and let us know if there is anything new. If you need a copy of your Q2 submission, please let me know.

For us to brief the Deputy Minister, we need to have it by **Wednesday November 30, 2011.**

Thanks, Jason

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

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**From:** Poinen, Ruby (ENERGY)  
**Sent:** November-29-11 2:38 PM  
**To:** Jenkins, Allan (ENERGY)  
**Subject:** RE:

That's great, this is the fastest way, and telephone response is the best. I will close the file right away.

Many thanks

Ruby

---

**From:** Jenkins, Allan (ENERGY)  
**Sent:** November 29, 2011 2:36 PM  
**To:** Poinen, Ruby (ENERGY)  
**Subject:** RE:

OK, rather than go through more back and forth with Correspondence I phoned Mr. Venalainen and gave him my personal advice on how he could proceed and left him my number if he wants to contact the Ministry again.

You should be able to close the file.

---

**From:** Poinen, Ruby (ENERGY)  
**Sent:** November 29, 2011 1:59 PM  
**To:** Jenkins, Allan (ENERGY)  
**Subject:** FW:

Hi Allan,

Pls see Ken's email. Could you pls forward the letter to OPA and cc me on the email please, so that I can close the file from our side.

Thanks

---

**From:** Lindsay, Ken (ENERGY)  
**Sent:** November 29, 2011 1:56 PM  
**To:** Poinen, Ruby (ENERGY)  
**Cc:** Pitkeathly, Doreen (ENERGY)  
**Subject:** RE:

Hi Ruby,

If this should be referred to the OPA, it should be referred by your division, not by the Correspondence Unit.

Ken

---

**From:** Poinen, Ruby (ENERGY)  
**Sent:** November 29, 2011 12:50 PM  
**To:** Lindsay, Ken (ENERGY)  
**Subject:** FW:

Hi Ken,

Since Doreen is away, I am forwarding this email to you.

Thanks

Ruby

---

**From:** Poinen, Ruby (ENERGY)  
**Sent:** November 29, 2011 12:49 PM  
**To:** Pitkeathly, Doreen (ENERGY)  
**Subject:**

Hi Doreen,

I forwarded the attached ltr to Allan Jenkins to respond; he said he cannot respond. Pls see his email below.

Thanks

Ruby

---

**From:** Jenkins, Allan (ENERGY)  
**Sent:** November 29, 2011 12:30 PM  
**To:** Poinen, Ruby (ENERGY)  
**Subject:** RE: PLS LET ME KNOW IF YOU CAN RESPOND TO THIS REQUEST OR COMMUNICATION -THANKS

No I cannot respond.

Suggest that OPA be made aware of situation through Comms contacts and maybe OPA could raise it with Eastern Power.

The writer could also be directed to the Ministry of Labour, and he should go back to his union representatives for help.

---

**From:** Poinen, Ruby (ENERGY)  
**Sent:** November 29, 2011 10:34 AM  
**To:** Jenkins, Allan (ENERGY)  
**Subject:** PLS LET ME KNOW IF YOU CAN RESPOND TO THIS REQUEST OR COMMUNICATION -THANKS

## Access or Correction Request

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

Please see instructions on page 2 before filling out this form

### A. Type of Request

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

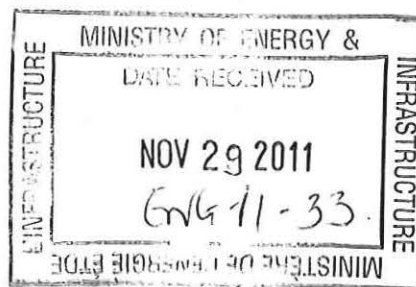
Name of institution request made to  
Ministry of Energy and Infrastructure

### B. Requester's Information

Last name Snow		First name John		Middle initial R.
Unit/Apt. no.	Street no. 1233	Street name Colonel By Dr. (Box #3042, Carleton Student Residence)		PO box
City/Town Ottawa		Province ON		Postal code K1S 5B7
Home phone no. (include area code)		Business/Mobile phone no. (include area code & extension) 613-299-0743		

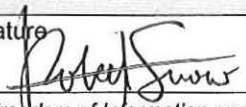
### C. Description of Records or Correction Requested

Records from September 1, 2011 to the present concerning the November 21, 2011 decision to halt construction of the Greenfield South Power Plant in Mississauga, Ontario, including but not limited to briefing notes. I am not, however, interested in emails. Specifically, I'm interested in records that indicate the potential cost of cancelling construction on the power plant. I am also not interested in anything that is obviously a cabinet confidence. As this request is in the public interest, I ask that all fees please be waived. Please contact me when any records are ready for release.



Time period of the records From (yyyy/mm/dd) 2011/09/01		To (yyyy/mm/dd) 2011/11/24	Method of access <input checked="" type="checkbox"/> Receive copy <input type="checkbox"/> Examine original (on site only)
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### D. Payment and Signature

\$5 application fee <input checked="" type="checkbox"/> Cheque <input type="checkbox"/> Cash (in person only)	Signature 	Date (yyyy/mm/dd) 2011/10/24
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Personal information contained on this form is collected under the Freedom of Information and Protection of Privacy Act or Municipal Freedom of Information and Protection of Privacy Act and will be used to answer your request.

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

### E. Institution Use Only

Date received (yyyy/mm/dd)	Request no.	Comments
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## Fisher, Petra (ENERGY)

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**From:** Gerard, Paul (ENERGY)  
**Sent:** November-30-11 10:12 AM  
**To:** Kourakos, Georgina (ENERGY); Dier, Kirby (ENERGY); Cheung, Cathy (ENERGY)  
**Subject:** FW: OCNA Update  
**Attachments:** Media Scan - Picton to Orangeville.pdf; Mississauga Gas Plant - Media Scan - 20111125.pdf; Greenfield Gas Plant ETR Articles - September 24 - November 25.pdf; OCNA\_Q-and-A\_2011-11-28v2.doc; Media Contact Report - ENERGY - Orangeville Banner - FIT Review 2011-11-25.doc; Media Contact Report - ENERGY - Orangeville Banner - Whittington Wind Project 2011-11-24.doc

Unrelated attachments removed

Attached media clippings removed

This is what I sent Erika last night.

The Picton to Orangeville scan is from Cathy and the Mississauga gas plant ETR is from Kirby.

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**From:** Gerard, Paul (ENERGY)  
**Sent:** 29-Nov-11 18:24  
**To:** Botond, Erika (ENERGY)  
**Subject:** OCNA Update

Hi Erika,

Here is a summary of the reporters who have registered for the teleconference so far. Three more signed up today:

Orangeville Banner  
Vankleek Hill Review  
Aurora Banner/York Region Media Group

The Orangeville Banner called us twice last week about FIT and the review. They also asked about the Whittington Wind Project. I've updated the Q-and-A's with our response to this and notes on the York Energy Centre and Todd Smith's private member's bill. I've also added the media call reports for the Orangeville Banner.

Also find attached media scans covering Picton and Orangeville, the Mississauga gas plant plus a tracking report of the gas plant which provides the full articles.

I'm sure there will be more tomorrow including details of how we actually take part in the teleconference.

Publication	Location	Reporter's Name	Topics
Mississauga News	Mississauga		Greenfield South – relocation, compensation, sw GTA electricity supply
Collingwood Enterprise-Bulletin (QMI Agency/Sun Media)	Collingwood		Wind FIT review Utility company consolidation

Napanee Beaver	Picton/Napanee	Seth DuChene	Todd Smith bill
Northumberland Today	Cobourg	Valerie Macdonald	Wind turbines FIT review
Orangeville Banner	Orangeville		Renewable energy projects in Dufferin County
Vankleek Hill Review	Vankleek Hill		
Aurora Banner/York Region Media Group	York		



# **Media Scan**

## **Mississauga Gas Plant**

***September 26, 2010 – November 25, 2011***

## Media Scan Summary

### Date Range of Scan

September 26, 2010 – November 25, 2011

### Analysis

- While the issue of a potential gas plant siting on Loreland Avenue in Mississauga had existed since 2007, no activity had taken place since the Ontario Municipal Board ruled against an appeal to stop the plant going ahead, and the issue was dormant until June 2, 2011 when it was revealed that a building permit had been issued to Eastern Power to construct the plant.
- The plant quickly came to be described as an election issue, and sitting local MPP Donna Cansfield (a former energy minister) expressed her opposition to the plant. The Premier's June 20 comment "There's never a wrong time to do the right thing" was often referred to in the weeks and months to come.
- On July 25, it was reported that construction was going ahead on the site. This spurred new criticism from citizens doubtful that the province was likely to stop a plant that was already being built.
- The Liberals announced on September 24 that they would close the plant if re-elected. Initial response to this announcement was critical, seeing the move as a "flip-flop," "desperate," or "cynical". However, after the election, political commentators suggested the move did not harm – and may have benefited – Liberal incumbents in the area.
- On October 24, the Progressive Conservatives drew attention to the ongoing construction of the plant, and freshly appointed energy minister Chris Bentley issued a statement committing to relocate it. The issue has continued to be raised since then in scrums with the Premier and Minister Bentley. Both reiterated the government's commitment to relocate the plant but gave little other detail about negotiations with Eastern Power.
- On November 21, media reported that work had stopped at the site. Energy Minister Chris Bentley told reporters that the Ontario Power Authority secured an agreement with Greenfield South, the builders of the plan, to cease construction.

### Key Quotes

Date	Quote	Who	Source
November 25, 2011	"We've been advised that there are no immediate reliability concerns. The Ontario Power Authority has advised that the southwest GTA's local reliability issues can be addressed through building transmission. A solution to maintain reliable supply will be required but has become less urgent with lower demand."	Energy Minister Chris Bentley's office	Toronto Star November 25, 2011
November 21, 2011	Financial details are still being negotiated.	Senior government source	Toronto Star November 21, 2011



November 21, 2011	"I'm pleased the Ontario Power Authority has made an announcement today. There will not be a gas generating facility at the Mississauga site. They have reached an agreement with Greenfield South to permanently stop construction on the site. And they are working on the details of relocating that project. You know we made a specific commitment to the residents of Mississauga and Etobicoke during the election. And that commitment was that there would not be a gas generated facility at this site, that it would be relocated. I'm pleased to be honouring that."	Energy Minister Chris Bentley	Media Availability Transcript November 21, 2011
November 21, 2011	"These things take awhile, they are enormously complicated. This is good news. This fulfills the commitment we made to the residents of Mississauga and Etobicoke."	Energy Minister Chris Bentley	Toronto Star November 21, 2011
November 9, 2011	"Discussions are still underway. I have nothing new to report at this time."	Premier McGuinty	Media Availability Transcript, November 9, 2011
November 9, 2011	Citizenship and Immigration Minister Charles Sousa, whose Mississauga South riding borders the power plant, emphasized it would close. Before cabinet on Tuesday, he said he could appreciate the concerns that residents have when trucks are rumbling toward the bustling worksite in spite of election campaign assurances. "We are going to have the plant relocated and we are in the process of doing that," said Sousa. "I don't want to divulge things that will compromise the situation."	MPP Charles Sousa	Toronto Star, November 9, 2011
November 9, 2011	"I'm not going to get into the minute-by-minute discussions about various parts of this. It would be my hope to see a resolution to this as quickly and expeditiously as possible."	Energy Minister Chris Bentley	Canadian Press, November 9, 2011
November 2, 2011	"We've committed to relocate the plant. There are discussions ongoing between the OPA and Eastern. I'm hoping for an early as resolution to those discussions as possible, and as fair a resolution to all parties as possible. It would be not be in the interest of either the discussions or the people of Ontario if I engage in a	Energy Minister Chris Bentley	Pre-Cabinet Scrum Transcript, November 2, 2011

	minute-by-minute comment on the proceedings."		
November 2, 2011	"We are working on it. It has been a bit more complicated than we originally anticipated. But we will relocate that plant. [...] Discussions are ongoing. That's all I can say at this point."	Premier Dalton McGuinty	Pre-Cabinet Media Availability Transcript, November 2, 2011
October 26, 2011	"It was a dumb place to put it, a dumb place to have it. There was a lot of mistakes. I'm not here to defend it. I'm just here to make sure it gets fixed." "We're going to have it removed. The commitment is that it will be done."	Mississauga South MPP Charles Sousa	Mississauga News, October 26, 2011
October 24, 2011	"The Ontario government is committed to relocating the natural gas plant originally planned for Mississauga. The government will work with the company to find a suitable location for this plant. More information will become available as discussions progress."	Energy Minister Chris Bentley	Minister's Office
September 24, 2011	"A re-elected Liberal government will move swiftly and without delay to work with the developer to move this plant away from homes, schools and hospitals."	Mississauga South MPP Charles Sousa	National Post, "Construction hasn't stopped at Mississauga power plant", October 24, 2011
February 12, 2011	"There is a continuing, productive conversation with TransCanada ... There's really nothing to report by way of specifics at this point in time."	Premier Dalton McGuinty	Toronto Star
October 2010	"I'm proud to be a part of a government that has listened to this community and made the responsible choice to protect our sensitive airshed. I'm very happy to say that no new gas plant will be built in Oakville or Mississauga."	Mississauga South MPP Charles Sousa	Toronto Star, June 13, 2011
October 2010	Changes in the province's electricity picture since the Oakville plant was proposed "made it clear this proposed natural gas plant is no longer required."	Energy Minister Brad Duguid	Toronto Star, June 13, 2011
October 7, 2010	The 900-megawatt Oakville facility, adjacent to the Ford factory and one kilometre from homes and schools, was no longer needed. "Nor will this plant be moving forward elsewhere in the GTA." Duguid said extra power the Oakville area needs in future will come through transmission lines, but wasn't specific on what that would entail.	Energy Minister Brad Duguid	Toronto Star

	However, circumstances are "completely different" for a power plant in York region, the minister stressed. That contentious facility, to be built on a flood plain in a Progressive Conservative riding, is still going ahead.		
October 7, 2010	The Liberals are expected to say the Oakville plant was approved at a time when there "was a need to replace coal and to address needs of local reliability" for the electricity supply. "This is no longer the case and there is no need for a gas plant in the southwest GTA" and electricity to meet the area's needs can now be carried in on transmission lines from elsewhere, a government insider said.	Unnamed government spokesperson	InsideHalton
October 7, 2010	"As we're putting together an update to our Long-Term Energy Plan, it has become clear we no longer need this plant in Oakville. With transmission investments we can keep the lights on and still shut down coal-fired generators."	Energy Minister Brad Duguid	InsideHalton
October 7, 2010	"Our new Long Term Energy Plan will reflect changes in supply and demand over the last few years and in putting together this Long Term Energy Plan it has become clear that the Province no longer needs this proposed natural gas plant here in Oakville. Four years ago, when the need for this plant was first identified we were working to address local reliability issues and the need to build cleaner supply as we phased out dirty coal fire generation by the end of 2014. I am pleased to share with all of you today that because of the changes in demand and the progress of our plan, because of the power we are saving through our conservation programs and because of the investments we've made that have increased supply from clean and renewable resources, reliability has been strengthened."	Energy Minister Brad Duguid	InsideHalton



Media Outlet	Summary
<b>Toronto Star</b> November 25, 2011 John Spears	<b>More power still needed</b> – John Spears reports that the need for more power in the southwestern part of Greater Toronto hasn't disappeared despite the Liberal government's cancellation of the unpopular Mississauga generating station. The Independent Electricity System Operator (IESO) said in one of its regular updates that the system is operating close to capacity in the region. "The Liberals have cancelled two gas-fired generating stations planned for the area. A year ago, they scrubbed a planned power plant in Oakville," Spears writes. "Then during the election, they cancelled the another planned plant in Mississauga. The cancellations helped the Liberals retain seats in the area, where residents had protested their construction. But the system operator says a risk remains."
<b>Toronto Star</b> November 21, 2011 Tanya Talaga	<b>Liberals say construction halted at Mississauga gas plant</b> – Tanya Talaga reports that work has finally stopped at the Mississauga gas plant — 58 days after the Liberal government promised it would. Energy Minister Chris Bentley told reporters Monday that the Ontario Power Authority secured an agreement with Greenfield South, the builders of the plant, to cease construction. But how much the energy policy shift — announced publicly on Sept. 24 near the end of a tight provincial election race — will cost taxpayers is still unknown. Financial details are still being negotiated, a senior government source told the Star. For weeks, the opposition has criticized the government for ongoing construction at the site even though the Liberals claimed to have killed the project. The Progressive Conservatives even set up a web cam to show daily progress on the plant. The plant is expected to be relocated elsewhere.
<b>Inside Toronto</b> November 16 2011	<b>Tory energy critic gets close look at power plant</b> - Fresh off being named his party's energy critic, Tory MPP Vic Fedeli has wasted no time weighing in on the power plant bordering Etobicoke, in Mississauga. The former mayor of North Bay, who now represents Nipissing at Queen's Park, was at the Loreland Avenue site Wednesday, Nov. 16 for what he called a "fact-finding" tour. "I wanted to see firsthand the work that's being done on such a massive scale," he said. Fedeli suggested Premier Dalton McGuinty isn't being upfront with residents opposed to the project. During the recent provincial election, the Liberals pledged that the gas-fired plant would be scrapped and moved elsewhere. Yet some 40 days after the election, work on the facility continues.
<b>Toronto Star</b> November 10, 2011 Robert Benzie	<b>Power plant will close even if finished, Liberals insist</b> – Robert Benzie reports the Liberal Party insists a power plant still being constructed in Mississauga will be closed even if the plant is completely built. Energy Minister Chris Bentley said Tuesday that the province is committed to relocating the plant and that he has no new progress to report. Premier Dalton McGuinty echoed the statement, adding, "Discussions are still underway." Citizenship and Immigration Minister Charles Sousa, MPP for Mississauga South, which borders the power plant, said Tuesday that he understands the concerns of residents, but refused to comment on the ongoing discussions over concerns that that could "compromise the situation." Progressive Conservative MPP Jim Wilson (Simcoe-Grey) said the Premier "misled" Ontarians, and that every additional day of construction work is costing taxpayers. Because negotiations between the OPA and Eastern are supposedly continuing, Wilson said the government could easily go to court to get a stop-work order and halt construction.
<b>Waterloo Region Record</b> November 5, 2011	<b>Liberals bungle new power plant</b> – An editorial in the Waterloo Region Record says that whether the Ontario Liberals keep building a new power plant in Mississauga or honour their promise to kill it, they have exposed themselves as inept managers of a major public project. Either way, they will have botched an important part of their



Editorial	energy policy - an area in which they are supposedly experts. And if the Greenfield South gas-fired power plant is axed, they will waste a shocking amount of money - how much they refuse to say - in a year Ontario faces a \$16 billion deficit.
<b>Toronto Star</b> November 3, 2011 Robert Benzie and Rob Ferguson	<b>Hard to stop gas-fired plant in Mississauga, Liberals admit</b> - Yesterday, Premier Dalton McGuinty the relocation of the Mississauga gas plant has been "a little bit more complicated" than the Liberal Party originally expected. During a tense exchange with reporters yesterday, Energy Minister Chris Bentley refused to get into specifics on the talks apparently going on between the Ontario Power Authority (OPA) and Eastern Power, which is still building the plant. PC Leader Tim Hudak has warned the government is "making the (financial) hole ever worse" by drawing out the move of the plant.
<b>Toronto Sun</b> October 28, 2011 Christina Blizzard	<b>Rural Ontario zapped by Grit power policy</b> - Toronto Sun columnist Christina Blizzard suggests that the government's promise to relocate the Greenfield South power plant "makes it sound as if some giant crane will come along, pluck it up in one piece from the residential area where it's now located and plunk it down in a field close to nowhere. That's not going to happen. The plant was well on its way to completion. Changing plans now will cost hundreds of millions of dollars --a disgraceful waste of time and money." Blizzard calls on the Minister to have some courage when it comes to where cancelled power plants in Mississauga and Oakville will now be located, noting, "Sure, you don't place a gas-powered plant next to a school. But sometimes, you have to do the right thing and put it close to a residential area."
<b>National Post</b> October 25, 2011 Tristin Hopper	<b>Construction hasn't stopped at Mississauga power plant</b> - Construction is still underway at a gas-fired Mississauga power plant the Ontario Liberals promised to move during the recent provincial election. Conservative Leader Tim Hudak says the arrival of a huge generator at the site of the Mississauga power plant will make the facility even more expensive to relocate and is questioning why construction is continuing on the site after the Liberal government promised to relocate the plant. He is also concerned about how much the province will be forced to pay in compensation to plant owner Greenfield South Power Plant. Hudak said, "This Mississauga power plant was supposed to have been cancelled by Dalton McGuinty during the election campaign. It's now 18 days later and the plant is . . . (still being) built. In fact, this is the most expensive component of what's probably a \$300 million to \$400 million project. Are they now breaking a promise only three weeks after the election?"
<b>September 29, 2011</b> The Globe and Mail Adam Radwanski	<b>Liberal Leader's decisive image takes shock from power-plant pledge</b> - Adam Radwanski writes that the Liberals gave the appearance of panic by promising to scrap a gas-fired power plant being built in Mississauga - undermining the "steady hand at the tiller" pitch the two-term Premier has been making to voters. Uncertainty about the plant's future - the Liberals have said it will be "moved" - also adds to the sense, says Radwanski, that Mr. McGuinty is flying by the seat of his pants.
<b>September 29, 2011</b> National Post Tom Adams	<b>Stop playing with Ontario's electricity</b> - Tom Adams is critical of the Liberal party commitment to relocate the planned gas plant for Mississauga, and argues that because all three parties support not locating a plant in Mississauga there will be no debate on the wider issues associated with the cancellation of the generator, specifically regarding political interference with energy planning. He cites the most recent 18-month outlook from the IESO which states "A new natural gas generation plant is essential in the southwest GTA. It is critical for supporting the elimination of coal-fired generation by 2014 and to meet the electricity needs of a region whose peak load has grown more than twice as quickly as the provincial average."



<p><b>September 27, 2011</b> Toronto Star Editorial</p>	<p><b>Energy NIMBYs win</b> – A Toronto Star editorial writes that it's all too predictable that Liberal Leader Dalton McGuinty is promising to pull the plug on a gas-fired power plant in Mississauga. An earlier editorial in this space said that on the eve of a provincial election, in a hotly contested riding, there was no practical way the government would hold firm. As if on cue, less than two weeks before voting day, the Liberals announced that "a compelling local argument," plus nearby condo expansion, led them to conclude that the plant was ill-advised. McGuinty insisted the reversal's pre-election timing was a coincidence. One wonders how he could keep a straight face. The retreat marks the second time in less than a year that McGuinty's government has given up on building a power plant serving the southwest Greater Toronto Area. Last October the government axed a 900-megawatt gas-fired plant proposed for Oakville after strong opposition from well-heeled residents. This from a premier who once boldly declared that "NIMBYism will no longer prevail" in his Ontario.</p>
<p><b>September 25, 2011</b> Canadian Press Diana Mehta</p>	<p><b>McGuinty defends scrapping power plant as PCs pounce on 'desperate' Liberals</b> - A quiet weekend pledge to scrap a gas-fired plant west of Toronto forced Ontario's election-minded premier onto the defensive Sunday as his political rivals slammed the move as a crass attempt at grabbing votes. In a barely publicized announcement on Saturday, four local Liberal candidates made the promise to stop construction of the 280-megawatt natural gas-powered facility in Mississauga, Ont. At a campaign stop, Premier Dalton McGuinty gamely defended the decision amid questions about the timing of the low-key announcement that came less than two weeks before the Oct. 6 vote. McGuinty said the community had changed significantly since the plant was proposed in 2005, which was why his party had changed tack. But the opposition parties pounced on the move, with Tory Leader Tim Hudak denouncing McGuinty's "latest flipflop."</p>
<p><b>Toronto Star</b> June 21, 2011 San Grewal</p>	<p><b>Power plant in doubt, McGuinty hints</b> - Ontario Premier Dalton McGuinty hinted Monday that the controversial construction of a gas-fired power plant on the Toronto-Mississauga border might not go ahead. "There's never a wrong time to do the right thing and that's what we'll do," McGuinty told reporters.</p>
<p><b>Mississauga News</b> June 9, 2011 MPP Donna Cansfield (Letter)</p>	<p><b>Oppose the power plant</b> – In a letter to the editor, MPP and former energy minister Donna Cansfield writes that she feels MPP are responsible to their constituents first and foremost. She writes that the proposed Mississauga gas power plant, while not located inside Etobicoke, will impact the quality of local air and residents are right to be concerned. The plant is similar many respects to the cancelled Oakville plant, she says: both were planned to provide power to the same region, both sites are located close to residential areas including schools and parks, and both represent risks to the same air shed. With the cancellation of the Oakville plant, and with work still being done on developing Ontario's Long-Term Energy Plan, this plant should not be built while there is any question as to its safety or necessity.</p>
<p><b>Toronto Star</b> June 6, 2011 San Grewal</p>	<p><b>Residents steamed over plant plan</b> – San Grewal reports for the Toronto Star that some Mississauga residents are furious to hear a building permit has been issued to construct a gas-fired power plant in an environmentally sensitive area. "I was shocked when I heard the permit was issued," said Dr. Boyd Upper, a resident who has fought the project for years. He said residents thought the plan was dead because nothing had happened since 2007, when Eastern Power Ltd. won the right to build the plant in an Ontario Municipal Board ruling that went against the city.</p>
<p><b>Mississauga News</b></p>	<p><b>Permit issued for power plant</b> – Chris Clay reports that the City of Mississauga issued a building permit on Monday that allows construction of a 280-megawatt power</p>

June 2, 2011  
Chris Clay

plant on Loreland Ave, near the Mississauga/Etobicoke border, to begin. Ward 1 Councillor Jim Tovey said, "It's a terrible location," said Tovey. "Because of the OMB decision, the City had to issue the permits. It's pretty frustrating." Tovey said there's nothing more the City can do to stop the project and hopes the provincial government steps in. But he doesn't think that's likely to happen.





## **Greenfield Power Plant**

### **Why did it take so long to stop construction of the plant?**

Yes, these things take a while. They are enormously complicated. Discussions have commenced and they've been going on for weeks now between Ontario Power Authority and Greenfield South. And I'm very pleased they've reached this agreement.

### **Where will you relocate the plant?**

The government made specific commitment to residents of Mississauga and Etobicoke to relocate the gas generating plant.

We have listened to local communities and have sought alternate arrangements. We will be seeking a transmission solution in Oakville and will be relocating the Greenfield plant.

Details about the relocation are still under discussion between the Ontario Power Authority and Greenfield South.

### **Can you ensure our readers that there is a reliable supply of electricity in Mississauga?**

A solution to maintain reliable supply in the southwest GTA will be required but this has become less urgent with lower demand.

The OPA has advised that the southwest GTA's local reliability issues can be addressed through building transmission.

### **How much compensation did Eastern Power receive?**

Discussions are still ongoing in good faith by both parties. I'm sure more information will become available as those discussions move along.

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

Discussions with TransCanada are ongoing.

Unrelated  
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## Fisher, Petra (ENERGY)

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**From:** Kourakos, Georgina (ENERGY)  
**Sent:** November-30-11 12:39 PM  
**To:** Gerard, Paul (ENERGY)  
**Cc:** Dier, Kirby (ENERGY); Cheung, Cathy (ENERGY)  
**Subject:** OCNA chart/ media scans  
**Attachments:** Media Scan - Aurora Banner-York Region.pdf; Media Scan - Collingwood Enterprise Bulletin.pdf; Media Scan - Vankleek, Gananoque.pdf; Media Scan - Picton to Orangeville.pdf; Mississauga Gas Plant - Media Scan - 20111125.pdf; Greenfield Gas Plant ETR Articles - September 24 - November 25.pdf; OCNA Chart.doc

Duplicate/unrelated attachments removed

Hi Paul,

Please find attached the chart for the OCNA event. A couple of things to note:

- **Northumberland Today** – Because the scan only goes back three months, I just wanted to note that I recall some articles from that region related to opposition to some local solar projects (issues that would probably be covered by the private member's bill). However, the articles are not included in the scan because it is well over 3 months back.
- **Gananoque Reporter and Vankleek Hill Review** there were only four articles that we have combined into one media scan. There were no issues found in those papers. I left out Kirby's bullet points (see below) because they were not contentious.

---

### Gananoque Reporter and Vankleek Hill Review

The Gananoque Reporter included minimal coverage of energy topics over the past three months. In September, the newspaper featured a story on biogas as the Kingston Area Biogas Tour held an open house at Ledgecroft Farms Inc., a green dairy farm producing biogas in Seeleys Bay. The tour series was conducted by the Biogas Association and the Agrienergy Producer's Association of Ontario (APAO) with funding support from the Ontario Power Authority through the Community Energy Partnerships Program.

The Vankleek Hill Review carried minimal coverage of energy topics over the last three months. Of note, a surprise power outage left more than 5,000 people without power in mid-August as a result of a mechanical failure at Hydro One's Longueuil transformer station.

Georgina Kourakos  
Media and Issues Officer  
Ministry of Energy and Infrastructure  
(416) 325-0294

Publication	Location	Reporter's Name	Topics	Local Issues
Mississauga News	Mississauga		Greenfield South, sw GTA electricity supply	<ul style="list-style-type: none"> <li>Greenfield South – relocation, compensation, sw GTA electricity supply</li> </ul>
Collingwood Enterprise-Bulletin (QMI Agency/Sun Media)	Collingwood		Wind FIT review Utility company consolidation	<ul style="list-style-type: none"> <li>Municipal proposal to sell off up to 50% of the COLLUS Power (municipally-owned utility)</li> <li>Pick-up of QMI Agency stories on local opposition to a proposed waste-to-energy plant in Meaford</li> <li>Pick up of QMI Agency stories on opposition to wind in the region, but no specific mention of local projects</li> <li>Simcoe County MPP Jim Wilson received media attention during the election, criticizing Liberal energy policies.</li> </ul>
Napanee Beaver	Picton/Napanee	Seth DuChene	Todd Smith Private Member's Bill issue	<ul style="list-style-type: none"> <li>The bill proposes a moratorium on industrial wind turbine projects until a comprehensive health study is completed. Decision-making power rests with the local municipalities, not the province.</li> <li>Local residents voted for MPP Randy Hillier because he supported a moratorium on industrial wind turbine projects.</li> </ul>
Northumberland Today	Cobourg	Valerie Macdonald	Wind turbines FIT review	<ul style="list-style-type: none"> <li>The local health unit board refused to support a moratorium on wind power until a comprehensive health study is</li> </ul>

				<ul style="list-style-type: none"> <li>completed.</li> <li>The location and noise-testing protocol for wind turbines are key issues that the board will look into.</li> <li>The biannual FIT review is killing smaller companies and jobs.</li> </ul>
Orangeville Banner	Orangeville		Renewable energy projects in Dufferin County	<ul style="list-style-type: none"> <li>Whittington Wind Project</li> <li>Dufferin Wind Power Inc. proposed a 100MW wind farm North of Shelburne, in Melancthon. Local farmers are being paid to lease their land for turbines and to actively participate in the project, but the Mayor Bill Hill believes that their equity would be bought once the wind facility commences.</li> <li>Local residents are also concerned about the government subsidy to the energy from waste facility project at the Dufferin Eco Energy Park</li> </ul>
Gananoque Reporter	Gananoque		Todd Smith Private Member's Bill issue.	<ul style="list-style-type: none"> <li>United Counties of Leeds and Grenville resolution calling for additional municipal input into the approval process for local energy projects, mostly solar farms, and I will be looking for comment from the minister in this regard.</li> </ul>
Vankleek Hill Review	Vankleek Hill			n/a
Aurora	York			<ul style="list-style-type: none"> <li>York Energy Centre</li> </ul>

Banner/York Region Media Group				<ul style="list-style-type: none"> <li>• York Durham Commercial Energy From Waste Facility</li> <li>• Local opposition Keswick solar project. Resident Robert Winn has called on town officials to take up the issue of renewable energy project siting to regional council.</li> </ul>
--------------------------------------	--	--	--	---



## Cayley, Daniel (ENERGY)

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**From:** Joe Toneguzzo <Joe.Toneguzzo@powerauthority.on.ca>  
**Sent:** December-02-11 12:21 PM  
**To:** Bishop, Ceiran (ENERGY)  
**Subject:** RE: OPA-led SWGTA demand study to start in early 2012

**Categories:** Dual Resp

Yes, I'm Ok with identifying the 2015 - 18 need date range. See edit in red below for your consideration.

Thanks - Joe

The OPA has some specific initial steps proposed for early next year in the work to identify the transmission solution required in the Southwest GTA which is identified in the Long Term Energy Plan and referred to in our transition materials.

As we've known since earlier this year, the OPA is planning to engage with Oakville Hydro and Mississauga's Enersource to assess system conditions in that part of the system. The initial study, which OPA plans to kickoff with meetings among LDCs and OPA in early January, will focus on demand assessments from the LDCs. The work will be internal – LDC and OPA staff – and will focus on demand forecasting and the effectiveness of demand management/demand response in the area.

This early work will feed into the OPA's assessment of whether to initiate a regional study, much like what is being done in the Kitchener Waterloo Cambridge Guelph area with LDCs in that part of the province. A regional study will identify preferred transmission solutions and timing. Any solution will involve substantial public consultations, but these are not required in the near term and can be planned well in advance. At this stage the OPA is estimating that the need date for the transmission solution is in the 2015-8 range, depending importantly on factors such as demand growth. The results of the demand studies will help to refine this estimate of need date and identify next steps.

---

**From:** Bishop, Ceiran (ENERGY) [mailto:Ceiran.Bishop@ontario.ca]  
**Sent:** Friday, December 02, 2011 12:06 PM  
**To:** Joe Toneguzzo  
**Subject:** OPA-led SWGTA demand study to start in early 2012

Joe – are you comfortable with identifying 2015-8 as the provisional need date at this point? Also, based on earlier correspondence I've highlighted that public consultations are beyond the near term – ok with that characterization?

C

—

The OPA has some specific initial steps proposed for early next year in the work to identify the transmission solution required in the Southwest GTA which is identified in the Long Term Energy Plan and referred to in our transition materials.

As we've known since earlier this year, the OPA is planning to engage with Oakville Hydro and Mississauga's Enersource to assess system conditions in that part of the system. The initial study, which OPA plans to kickoff with meetings among LDCs and OPA in early January, will focus on demand

assessments from the LDCs. The work will be internal – LDC and OPA staff – and will focus on demand forecasting and the effectiveness of demand management/demand response in the area.

This early work will feed into the OPA's assessment of whether to initiate a regional study, much like what is being done in the Kitchener Waterloo Cambridge Guelph area with LDCs in that part of the province. A regional study will identify preferred transmission solutions and timing. Any solution will involve substantial public consultations, but these are not required in the near term and can be planned well in advance. At this stage the OPA is estimating that the need date for the transmission solution is in the 2015-8 range, depending importantly on factors such as demand growth. The results of the demand studies will help to refine this estimate and identify next steps.

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## Cayley, Daniel (ENERGY)

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**From:** Kett, Jennifer (ENERGY)  
**Sent:** December-02-11 4:47 PM  
**To:** Gerard, Paul (ENERGY)  
**Cc:** Botond, Erika (ENERGY); Dunn, Ryan (ENERGY); Kulendran, Jesse (ENERGY); Silva, Joseph (ENERGY); Gemmiti, Paola (ENERGY); @ENERGY-COMM-Issues\_and\_MediaRelations  
**Subject:** RE: STUDENT MEDIA CALL – Humber College - Greenfield (Deadline: Today)

Yes, I spoke with him today. Can you share these answers with him too?

---

**From:** Gerard, Paul (ENERGY)  
**Sent:** December 2, 2011 4:46 PM  
**To:** Kett, Jennifer (ENERGY)  
**Cc:** Botond, Erika (ENERGY); Dunn, Ryan (ENERGY); Kulendran, Jesse (ENERGY); Silva, Joseph (ENERGY); Gemmiti, Paola (ENERGY); @ENERGY-COMM-Issues\_and\_MediaRelations  
**Subject:** STUDENT MEDIA CALL – Humber College - Greenfield (Deadline: Today)

Hi Jen,

A student journalist from Humber college has a series of questions about the Greenfield plant. He would like an answer today.

Rather than answering his individual questions, perhaps we could respond with a single statement along these lines:

A specific commitment was made to residents in Mississauga and Etobicoke to relocate the gas generating plant formerly under construction.

The Ontario Power Authority (OPA) negotiated with Greenfield to reach an agreement to stop construction.

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 further.

The government will continue to ensure that the best interests of Ontario's communities and ratepayers remain the primary priority.

---

**From:** Nick Pascal [mailto:nickpascal@live.ca]  
**Sent:** 2-Dec-11 16:12  
**To:** Gerard, Paul (ENERGY)  
**Subject:** humber journalist, greenfield questions

Hey Paul,

This is Nick Pascal

My questions are:

Was the stop work order something that had to be voted on by all parties to pass?

Now that construction has stopped, what happens next in the process to move the plant?

Has a new location already been picked?

What will happen to the land the power plant is on here, after the plant has been moved?

Even if the answer is that the decision hasn't been made yet, that is okay. I just really need a response from someone.

Thanks for taking the time to talk to me, I know you must be really busy.

~Nick Pascal  
Humber EtCetera Reporter



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

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**From:** Gerard, Paul (ENERGY)  
**Sent:** December-02-11 4:48 PM  
**To:** King, Ryan (ENERGY)  
**Subject:** RE: STUDENT MEDIA CALL – Humber College - Greenfield (Deadline: Today)

Thanks Ryan. What about the Toronto Sun call?

---

**From:** King, Ryan (ENERGY)  
**Sent:** 2-Dec-11 16:48  
**To:** Gerard, Paul (ENERGY)  
**Subject:** Re: STUDENT MEDIA CALL – Humber College - Greenfield (Deadline: Today)

Looks fine

---

**From:** Gerard, Paul (ENERGY)  
**To:** King, Ryan (ENERGY); Collins, Jason R. (ENERGY)  
**Sent:** Fri Dec 02 16:45:58 2011  
**Subject:** STUDENT MEDIA CALL – Humber College - Greenfield (Deadline: Today)

Gentlemen,

A student journalist from Humber college has a series of questions about the Greenfield plant. He would like an answer today.

Rather than answering his individual questions, perhaps we could respond with a single statement along these lines:

A specific commitment was made to residents in Mississauga and Etobicoke to relocate the gas generating plant formerly under construction.

The Ontario Power Authority (OPA) negotiated with Greenfield to reach an agreement to stop construction.

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 further.

The government will continue to ensure that the best interests of Ontario's communities and ratepayers remain the primary priority.

---

**From:** Nick Pascal [mailto:nickpascal@live.ca]  
**Sent:** 2-Dec-11 16:12  
**To:** Gerard, Paul (ENERGY)  
**Subject:** humber journalist, greenfield questions

Hey Paul,

This is Nick Pascal

My questions are:

Was the stop work order something that had to be voted on by all parties to pass?

Now that construction has stopped, what happens next in the process to move the plant?

Has a new location already been picked?

What will happen to the land the power plant is on here, after the plant has been moved?

Even if the answer is that the decision hasn't been made yet, that is okay. I just really need a response from someone.

Thanks for taking the time to talk to me, I know you must be really busy.

~Nick Pascal

Humber EtCetera Reporter

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

---

**From:** Tian, Jason (ENERGY)  
**Sent:** December-02-11 4:56 PM  
**To:** Quarterly Reports TBO (FIN)  
**Cc:** Valenton, Lourdes (ENERGY)  
**Subject:** Energy Update on 2011-12 Expenditure Management –Second Quarter Follow Up  
**Attachments:** Energy 97% Savings Target and Detailed Expense Risks v1.xls; Energy memo for Q2 Follow Up signed by deputy.pdf

Unrelated attachment removed

Hi all,

Attached please find the Ministry of Energy's Q2 Follow Up submission.

Please let us know if you have any questions.

Regards,

***Jason Tian***

Senior Analyst  
Business and Resource Planning Branch  
Ministry of Energy  
Ministry of Infrastructure

5/F, 880 Bay Street  
Tel: 416-325-6573  
Fax: 416-314-3354

**Tracking:**

**Recipient**

Quarterly Reports TBO (FIN)

Valenton, Lourdes (ENERGY)

**Read**

Read: 12/02/2011 4:58 PM



Ministry of Energy

Office of the Deputy Minister  
Hearst Block, 4<sup>th</sup> Floor  
900 Bay Street  
Toronto ON M7A 2E1  
Tel.: 416-327-6758  
Fax: 416-327-6755

Ministère de l'Énergie

Bureau du sous-ministre  
4<sup>e</sup> étage, édifice Hearst  
900, rue Bay  
Toronto ON M7A 2E1  
Tél.: 416-327-6758  
Téléc.: 416-327-6755



December 2, 2011

**MEMORANDUM TO:**

Peter Wallace  
Deputy Minister of Finance

**FROM:**

David L. Lindsay  
Deputy Minister of Energy

**RE:**

**Update on 2011-12 Expenditure Management –  
Second Quarter Follow Up**

---

We are pleased to forward the Ministry of Energy's update on the 2011-12 Expenditure Management - Second Quarter Follow Up. The report provides an overview of the ministry's fiscal situation, including potential savings, pressures and offsets as of November 30, 2011.

Unrelated material removed

A large rectangular grey box redacting the majority of the memorandum's body text.

Unrelated material government commitments with as yet undetermined fiscal costs makes quantification of savings for 2011-12 difficult at this time. Unrelated material removed

Unrelated material removed

Unrelated material

, there may be cost related to the relocation of the gas power plants in Mississauga and Oakville.

Unrelated material removed

For any questions or concerns regarding this report, please have your staff contact Lourdes Valenton, Acting Director of Business and Resource Planning, at 416-327-7227.

A handwritten signature in black ink, appearing to read 'D. L. Lindsay', with a stylized flourish at the end.

David L. Lindsay  
Deputy Minister

Attachment

- c. John Whitehead, ADM/CAO, Ministries of Energy and Infrastructure  
Joshua Paul, Director, General Government, Planning & Resources Branch, TBO  
Lourdes Valenton, A/Director, Business and Resource Planning

## 97% Savings Template

This template is for ministries to report on the 97% savings strategy.

1) Ministries are asked to identify net savings based on updated forecasts or changes in anticipated implementation. The savings reported should be net of high likelihood pressures that are not being managed, as identified in the risk templates.

2) Consider any savings between 2010-11 Approved Allocation and Public Accounts, and determine if any of these savings could reoccur in 2011-12. For the savings not recurring, please explain in the table below.

3) In order to meet the 97% savings target, ministries are asked to consider potential management actions to achieve further savings, including not proceeding with planned 4th quarter spending.

### Savings as of Nov 30th

#### Status on Spending to 97% of the Ministry's Approved Allocation Ministry of Energy

Descriptions of Savings	Operating Savings (\$M)	Capital Savings (\$M)	Total Savings (\$M)	Comments
<b>Total Current Approved Allocation</b>			<b>1,470.55</b>	This amount includes agency consolidation (\$256M or 16%) and OCEB (\$1,138M or 79%). The ministry's operational expenses are only \$76M or 5% of the total allocations.
<b>97% Target</b>			<b>1,426.43</b>	
<b>Savings to be Identified</b>			<b>44.12</b>	This amount would be only \$2.3M if excluding OCEB and agency consolidation.
<b>1) Savings From:</b>				
				Unrelated material removed
<b>Subtotal</b>	<b>10.00</b>	<b>0.00</b>	<b>10.00</b>	
<b>2) Savings that reoccur in 2011-12 based on Public Accounts:</b>				
			<b>0.00</b>	
<b>Subtotal</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	
<b>3) Potential management actions to achieve additional savings:</b>				
			<b>0.00</b>	
<b>Subtotal</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	
<b>Total Savings</b>	<b>10.00</b>	<b>0.00</b>	<b>10.00</b>	
<b>Savings Remaining to be Identified</b>			<b>34.12</b>	

#### Explanation of Non-recurring Public Accounts Savings

As per the instructions above (Bullet #1), the ministry should offset high likelihood pressures before identifying any potential savings. Currently, the ministry is working on a number of critical, high profile issues and there may be need for funding to cover Unrelated material removed costs related to relocation of the gas power plants in Mississauga and Oakville. In particular, if the risk associated with gas power plants materializes, the total of the ministry's potential savings would be far from being sufficient to offset such pressure.

## Cayley, Daniel (ENERGY)

---

**From:** Gerard, Paul (ENERGY)  
**Sent:** December-02-11 5:14 PM  
**To:** Kett, Jennifer (ENERGY)  
**Cc:** Botond, Erika (ENERGY); Dunn, Ryan (ENERGY); Kulendran, Jesse (ENERGY); Silva, Joseph (ENERGY); Gemmiti, Paola (ENERGY); @ENERGY-COMM-Issues\_and\_MediaRelations  
**Subject:** Reply to STUDENT MEDIA CALL – Humber College - Greenfield

For our records.

---

**From:** Gerard, Paul (ENERGY)  
**Sent:** 2-Dec-11 17:12  
**To:** 'Nick Pascal'  
**Subject:** RE: humber journalist, greenfield questions

Hello Nick,

Thanks for your phone call and e-mail.

A specific commitment was made to residents in Mississauga and Etobicoke to relocate the gas generating plant formerly under construction.

The Ontario Power Authority (OPA) negotiated with Greenfield to reach an agreement to stop construction.

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 further.

The government will continue to ensure that the best interests of Ontario's communities and ratepayers remain the primary priority.

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

Kind regards,

Paul.

---

**From:** Nick Pascal [mailto:nickpascal@live.ca]  
**Sent:** 2-Dec-11 16:12  
**To:** Gerard, Paul (ENERGY)  
**Subject:** humber journalist, greenfield questions

Hey Paul,

This is Nick Pascal

My questions are:

Was the stop work order something that had to be voted on by all parties to pass?

Now that construction has stopped, what happens next in the process to move the plant?



Has a new location already been picked?

What will happen to the land the power plant is on here, after the plant has been moved?

Even if the answer is that the decision hasn't been made yet, that is okay. I just really need a response from someone.

Thanks for taking the time to talk to me, I know you must be really busy.

~Nick Pascal  
Humber EtCetera Reporter

Ministry of Energy  
Ministry of Infrastructure

Service Management Branch

880 Bay Street  
5th Floor  
Toronto ON M7A 2C1  
Tel.: 416 325-8899  
Fax: 416 314-3354

Ministère de l'Énergie  
Ministère de l'Infrastructure

Direction de la gestion des services

880, rue Bay  
5e étage  
Toronto ON M7A 2C1  
Tél. : 416 325-8899  
Télec. : 416 314-3354



December 2, 2011

Mr. John R. Snow  
1233, Colonel By Dr.  
Box # 3042, Carleton Student Residence  
Ottawa, Ontario  
K1S 5B7

Dear Mr. Snow:

**Re: Freedom of Information Request – ENERGY-11-33**

I am in receipt of your request under the Freedom of Information and Protection of Privacy Act (the Act), together with your \$5.00 cheque, for:

"Records from September 1, 2011 to the present concerning the November 21, 2011 decision to halt construction of the Greenfield South Power Plant in Mississauga, Ontario, including but not limited to briefing notes. I am not, however, interested in emails. Specifically, I'm interested in records that indicate the potential cost of cancelling construction on the power plant. I am also not interested in anything that is obviously a cabinet confidence."

During our telephone conversation on December 1, 2011, your request was amended to:

"Records from September 1, 2011 to present that indicate the potential cost of cancelling the Greenfield South Power Plant in Mississauga Ontario".

Under section 25(2) of the Act I am transferring your request to the Ontario Power Authority because that institution has a greater interest in the records you seek. If you have any questions regarding your freedom of information request, please contact:

Mr. John Zych, Corporate Secretary  
Ontario Power Authority  
Suite 1600, 120 Adelaide Street West  
Toronto, ON M5H 1T1

416-967-7474

If you have any questions about the transfer, please call me at 416-325-8899.

Sincerely,

Alma Beard  
FOI Coordinator

c: John Zych, Ontario Power Authority

Ministry of Energy  
and Infrastructure

Service Management Branch

880 Bay Street  
5th Floor  
Toronto ON M7A 2C1  
Tel.: 416 325-8899  
Fax: 416 314-3354

Ministère de l'Énergie  
et de l'Infrastructure

Direction de la gestion des services

880, rue Bay  
5e étage  
Toronto ON M7A 2C1  
Tél.: 416 325-8899  
Télec.: 416 314-3354



December 2, 2011

Mr. John Zych  
Corporate Secretary  
Ontario Power Authority  
Suite 1600, 120 Adelaide Street West  
Toronto, Ontario  
M5H 1T1

Dear Mr. Zych:

**Re: Transfer of freedom of information request – ENG-11-33**

The Ministry of Energy received a freedom of information request (enclosed) on November 29, 2011 for access to:

“Records from September 1, 2011 to the present concerning the November 21, 2011 decision to halt construction of the Greenfield South Power Plant in Mississauga, Ontario, including but not limited to briefing notes. I am not, however, interested in emails. Specifically, I'm interested in records that indicate the potential cost of cancelling construction on the power plant. I am also not interested in anything that is obviously a cabinet confidence.”

The request was amended on December 1, 2011, as follows:

**“Records from September 1, 2011 to present that indicate the potential cost of cancelling the Greenfield South Power Plant in Mississauga Ontario.**

**As noted in the original request, the request excludes emails and cabinet records”**

The request is transferred to the OPA under section 25(2) of the *Freedom of Information and Protection of Privacy Act*, since your institution has the greater interest in the records sought.

For your reference, I am also enclosing a copy of the transfer notification sent to the requester. Please note that the \$5.00 application fee has been processed already.

## Cayley, Daniel (ENERGY)

---

**From:** MacCallum, Doug (ENERGY)  
**Sent:** December-05-11 10:42 AM  
**To:** Marzoughi, Reihane (ENERGY)  
**Subject:** FW: MONDAY MORNING FINAL REVISIONS TO STATEMENT -- Purge previous versions & USE THIS VERSION  
**Attachments:** 2011-11-21 Minister's Statement - revised834h.DOC; Energy2011-11-21 Minister's Statement - revised834h\_FR.doc  
**Importance:** High

[Most recent Minister's release referring to siting](#)

[Doug](#)

---

**From:** Jennings, Rick (ENERGY)  
**Sent:** November 21, 2011 9:18 AM  
**To:** McKeever, Garry (ENERGY); MacCallum, Doug (ENERGY); Jenkins, Allan (ENERGY)  
**Cc:** King, Ryan (ENERGY)  
**Subject:** FW: MONDAY MORNING FINAL REVISIONS TO STATEMENT -- Purge previous versions & USE THIS VERSION  
**Importance:** High

[Final for now..](#)

---

**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

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

**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](mailto:Jennifer.kett@ontario.ca)

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

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

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

---

**DÉCLARATION DE CHRIS BENTLEY, MINISTRE DE L'ÉNERGIE**

Le 21 novembre 2011

Nous nous sommes engagés formellement auprès de la population de Mississauga et d'Etobicoke à déplacer la centrale au gaz.

Au cours des dernières semaines, l'Office de l'électricité de l'Ontario (OEO) a été en pourparlers avec l'entreprise Greenfield South. L'OEO m'a informé que Greenfield South avait consenti à cesser immédiatement la construction de la centrale.

Nous tenons notre promesse – Il n'y aura pas de centrale au gaz à cet endroit. L'OEP et Greenfield poursuivent les discussions sur les options de relocalisation de la centrale.

Nous sommes ravis de ce dénouement. Nous avons écouté les préoccupations de tous les résidents et avons pris en considération les changements survenus dans la région depuis que le projet de construction de la centrale a été proposé, y compris la construction résidentielle.

Des résidents nous ont dit que nous devons améliorer notre processus de localisation des centrales au gaz. Pendant notre cheminement vers la relocalisation de cette centrale, nous examinons le processus de détermination de l'emplacement des futures centrales au gaz dans les collectivités.

---

Renseignements aux médias :  
Jennifer Kett, Bureau du ministre, 416 327-6747  
[Jennifer.kett@ontario.ca](mailto:Jennifer.kett@ontario.ca)

**ontario.ca/énergie-nouvelles**  
*Available in English*

Paul Gerard, Direction des communications, 416 327-7226  
[Paul.gerard@ontario.ca](mailto:Paul.gerard@ontario.ca)

Renseignements au public :  
1 888 668-4636 ATS : 1 800 239-4224

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

---

**From:** Perun, Halyna N. (ENERGY)  
**Sent:** December-05-11 10:52 AM  
**To:** King, Ryan (ENERGY)  
**Cc:** Calwell, Carolyn (ENERGY); George, Shemain (ENERGY)  
**Subject:** legal fees on the gas plant matters

### *Privileged and Confidential*

Hi Ryan – so far we (i.e. this legal branch) has covered the bills from CLOC that have come in on the TC file (Oakville plant) – around \$35,000 for the work this summer. I expect that there will be on-going legal expenses on this file and of course new ones on the Mississauga matter (as CLOC has been engaged on that file as well). To the extent that legal is able we'll continue covering payment of these bills; however, we might need to turn to Rick for payment – so would be good to know that your budget has room in 11-12, 12-13 for these expenses.

### ***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](mailto:Halyna.Perun2@ontario.ca)

### Notice

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



## Cayley, Daniel (ENERGY)

---

**From:** Norman, Jonathan (ENERGY)  
**Sent:** December-07-11 5:37 PM  
**To:** Bishop, Ceiran (ENERGY)  
**Subject:** RE: OPA-led SWGTA demand study to start in early 2012

**Categories:** Dual Resp

OK send it.

---

**From:** Bishop, Ceiran (ENERGY)  
**Sent:** December 7, 2011 3:43 PM  
**To:** Norman, Jonathan (ENERGY)  
**Subject:** FW: OPA-led SWGTA demand study to start in early 2012

Ok to send this to hersh? Do you want to?

C

---

**From:** Bishop, Ceiran (ENERGY)  
**Sent:** December 2, 2011 12:32 PM  
**To:** Norman, Jonathan (ENERGY)  
**Cc:** Adkar, Samir (ENERGY)  
**Subject:** OPA-led SWGTA demand study to start in early 2012

Jon – Spoke to Joe about this today. We should notify Hersh and DMO:

The OPA has some specific initial steps proposed for early next year in the work to identify the transmission solution required in the Southwest GTA which is identified in the Long Term Energy Plan and referred to in our transition materials.

As we've known since earlier this year, the OPA is planning to engage with LDCs -- Oakville Hydro and Mississauga's Enersource -- to assess system conditions in that part of the system. The initial study, which OPA plans to kickoff with meetings among LDCs and OPA in early January, will focus on demand assessments from the LDCs. The work will be internal – LDC and OPA staff – and will focus on demand forecasting and the effectiveness of demand management/demand response in the area.

This early work will feed into the OPA's assessment of whether to initiate a regional study, much like what is being done in the Kitchener Waterloo Cambridge Guelph area with LDCs in that part of the province. A regional study (which would also involve Toronto Hydro) will identify preferred transmission solutions and timing. Any solution will involve substantial public consultations, but these are not required in the near term and can be planned well in advance. At this stage the OPA is estimating that the need date for the transmission solution is in the 2015-8 range, depending importantly on factors such as demand growth. The results of the demand studies will help to refine this estimate of need date and identify next steps.

**Pitkeathly, Doreen (ENERGY)**

**From:** Smith, Margaret (CAB)  
**Sent:** December 8, 2011 9:59 AM  
**To:** Pitkeathly, Doreen (ENERGY); Longkines, Minda (ENERGY)  
**Subject:** CSU 1008043- MR due Jan 3/12  
**Attachments:** 1-20028705-INCOMING\_RUSH.tif; Document2.doc

PC- Premier forwards  
letter from supplier  
to Greenfield South  
construction project  
re: work stoppage  
S - GTA New Supply

# INFORMATION COPY

December 8, 2011

Mr. Alex Kesik  
President  
Primary Power Designs Inc.  
205 Mackenzie Avenue  
Ajax, Ontario  
L1S 2G9

Dear Mr. Kesik:

Thank you for your letter regarding the Greenfield South Power Plant. I appreciate your taking the time to write.

As the issue you raised would best be addressed by my colleague the Honourable Chris Bentley, Minister of Energy, I have asked that the minister or a member of his staff respond to you directly.

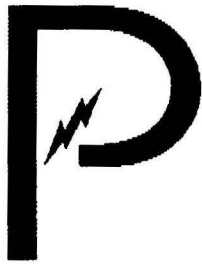
Thank you again for writing. Please accept my best wishes.

Yours truly,

ORIGINAL SIGNED BY PREMIER
December 8, 2011

Dalton McGuinty  
Premier

c: The Honourable Chris Bentley



**Primary Power  
Designs Inc.**

205 Mackenzie Ave  
Ajax Ontario L1S 2G1  
Tel 905-426-8912  
Fax 905-426-6016  
E-mail: [ppts@onair.com](mailto:ppts@onair.com)  
Web [www.primarypowergroup.com](http://www.primarypowergroup.com)

## Fax Memo

<b>To</b>	<u>Premier McGuinty</u>	<b>From</b>	<u>Alex Kesik</u>
	<u>Queens Park</u>		<u>Primary Power</u>
<b>Fax #</b>	<u>416-325-3745</u>	<b>Date</b>	<u>Nov 27/11</u>
<b>Subject</b>	<u>Greenfield South Power Plant</u>	<b>Number of pages</b>	<u>1</u> <i>of</i> <u>2</u>

Mr Premier

Attached is a letter expressing my urgent request for your intervention on an urgent matter regarding the closure of the Greenfield Power Plant. I look forward to your timely response.

Respectfully

Alex Kesik  
President





**Primary Power  
Designs Inc.**

**Member of Primary Power Group**

205 Mackenzie Ave  
Ajax, Ontario L1S 2G9  
Tel (905)-426-2952  
Fax (905)-426-6016  
E-mail [ppts@on.albn.com](mailto:ppts@on.albn.com)  
Web [www.primarypowergroup.com](http://www.primarypowergroup.com)

Hon Dalton Mc Guinty  
Main Legislature Bldg Room 281  
Queens Park  
Toronto, Ontario M7A 1A1

Re Greenfield South Power Plant Stoppage

Honourable Mr McGuinty

The sudden closure of the subject Power Plant has placed my business in a very difficult and precarious position

We have 2 Purchase Orders valued at very close to \$1 M for the Engineering, Design and Supply of all steel supporting structures and electrical interconnect components for the Main 230kV H1 Power interconnect Switchyard and Transformer Bays The design was unique due to the very limited space

We now find ourselves at great financial risk as the Owners of the site are not responding in kind to our request for payment of past due progress billing in the amount of \$276 800 00 plus HST At the time of closure some major components were in transit while other custom material are either at the shipping doors or well into production Our Scope of Work was Fast Tracked in order to meet Owner's targeted in service date of mid March to have the 230Kv energized

We are a small specialty firm in the niche market of designing substation and without this monies will not be able to meet our financial obligation to our Sub-Consultants and Suppliers This does not include substantial cancellation charges yet to be determined

Your reason for this stoppage may be valid but I'm sure not intended to see a small business caught up in the Political process that would severely damage it's ability to maintain the cash flow required to be sustainable This would unnecessarily put people out of work and this is unacceptable

Premier, I ask for your help in this very urgent matter

Respectfully

Alex Kesik

President

**Cayley, Daniel (ENERGY)**

---

**From:** Jenkins, Allan (ENERGY)  
**Sent:** December-13-11 3:49 PM  
**To:** McKeever, Garry (ENERGY); MacCallum, Doug (ENERGY)  
**Subject:** FW: DRC-2011-4592--KESIK--GTA NEW SUPPLY.doc  
**Attachments:** 4592.pdf; 4592 (1).pdf; DRC-2011-4592--KESIK--GTA NEW SUPPLY.doc

See attached. Are you aware of any OPA or MO discussions wrt to Eastern and meeting their obligations to contractors?

These should be run by Legal for their advice on if and how to respond.

---

**From:** Poinen, Ruby (ENERGY)  
**Sent:** December 13, 2011 3:35 PM  
**To:** Jenkins, Allan (ENERGY)  
**Subject:** DRC-2011-4592--KESIK--GTA NEW SUPPLY.doc

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**From:** Smith, Margaret (CAB)  
**Sent:** December 8, 2011 9:59 AM  
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ORIGINAL SIGNED BY PREMIER
December 8, 2011

Dalton McGuinty  
Premier

c: The Honourable Chris Bentley





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Web [www.primarypowergroup.com](http://www.primarypowergroup.com)

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	<u>Queens Park</u>		<u>Primary Power</u>
<b>Fax #</b>	<u>416-325-3745</u>	<b>Date</b>	<u>Nov 27/11</u>
<b>Subject</b>	<u>Greenfield South Power Plant</u>	<b>Number of pages</b>	<u>1</u> of <u>2</u>

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Respectfully

Alex Kesik  
President



**Primary Power  
Designs Inc.**

**Member of Primary Power Group**

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Ajax, Ontario L1S 2G9  
Tel (905)-426-2952  
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Web [www.primarypowergroup.com](http://www.primarypowergroup.com)

Hon Dalton Mc Guinty  
Main Legislature Bldg Room 281  
Queens Park  
Toronto, Ontario M7A 1A1

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Premier, I ask for your help in this very urgent matter.

Respectfully

Alex Kesik

President



# Ministry of Energy

## Director's Correspondence Approval Form

Log No: **DRC-2011-4592**

Type of Correspondence:

Action Required:

- ☒ Letter/e-mail  
☐ Social Invitation  
☐ Letter of Greetings/Regrets

- ☒ Draft response letter for Director's signature  
☒ Draft response e-mail for Director's signature  
☐ Draft response letter for ADM's approval

From: ☐ MPP ☒ General Public ☐ Stakeholders

Standard Update req'd ☒  
New Standard req'd ☐

Incoming Letter From: Edward Marsden

Subject: GTA NEW SUPPLY

Due to Dir.: DEC 20

Author: ALLAN JENKINS

Date	Assigned To	Description
DEC 13	ALLAN	PLS DRAFT RESPONSE

Comments

Approved by:	Date Sent for Approval/Signature	Signature & Date Approved (dd/mm/yy)	Signature & Date Rejected (dd/mm/yy)
Director			
ADM as required			
Comm. Dir as required.			
Deputy Minister as required			
Minister's Office as required			

bc: ☐ ADM/EA  
☐ Director  
☐ Author

Copy: No  
Enclosure: No  
Revision: ☐

Ministry of Energy

880 Bay Street  
Toronto, Ontario  
3<sup>rd</sup> Floor  
M7A 2C1

Ministère de l'Énergie

880, rue Bay  
3<sup>e</sup> étage  
Toronto (Ontario)  
M7A 2C1

Pls insert tomorrow's date

Mr. Alex Kesik  
President  
Primary Power Designs Inc.  
205 Mackenzie Avenue  
Ajax, Ontario  
L1S 2G9

Dear Mr. Kesik:

Thank you very much for your letter regarding xxxxxxxxxxxxxxxxxxxxxxxxxxxx

I hope that this information will be helpful. Should you have any further questions of a general nature, please call the ministry's information line at 1-888-668-4636, TTY 1-800-387-5559.

Sincerely,

Doug MacCallum  
Manager  
Energy Markets



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

---

**From:** King, Ryan (ENERGY)  
**Sent:** December-14-11 10:15 AM  
**To:** 'Jennings, Rick (ENERGY)'  
**Subject:** RE: Mississauga Plant  
**Attachments:** Greenfield South (14 Dec).ppt; Greenfield South BN .doc

Rick, a few materials including background material from a recent deck, and a note that has the chronology. If you're ok with this I can send along to Serge.

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

From: Jennings, Rick (ENERGY)  
Sent: December 14, 2011 9:54 AM  
To: Imbrogno, Serge (OFA)  
Cc: King, Ryan (ENERGY)  
Subject: RE: Mississauga Plant

Yes we'll send you something on this.

On a unrelated matter do you have a slide deck you were planning to use to brief your Minister on the US GAAP / IFRS decision? We have some OPG slides but it might be a good idea for us to use your material to brief our Minister.

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

From: Serge Imbrogno [mailto:Serge.Imbrogno@ofina.on.ca]  
Sent: December 14, 2011 6:26 AM  
To: Jennings, Rick (ENERGY)  
Subject: Mississauga Plant

Hi Rick,

Steve O. asked for a briefing on the Mississauga plant. Do you have any notes or presentations that you could share with me? We've mainly been involved because of Keele Valley so I don't have much on the core issue.

Serge

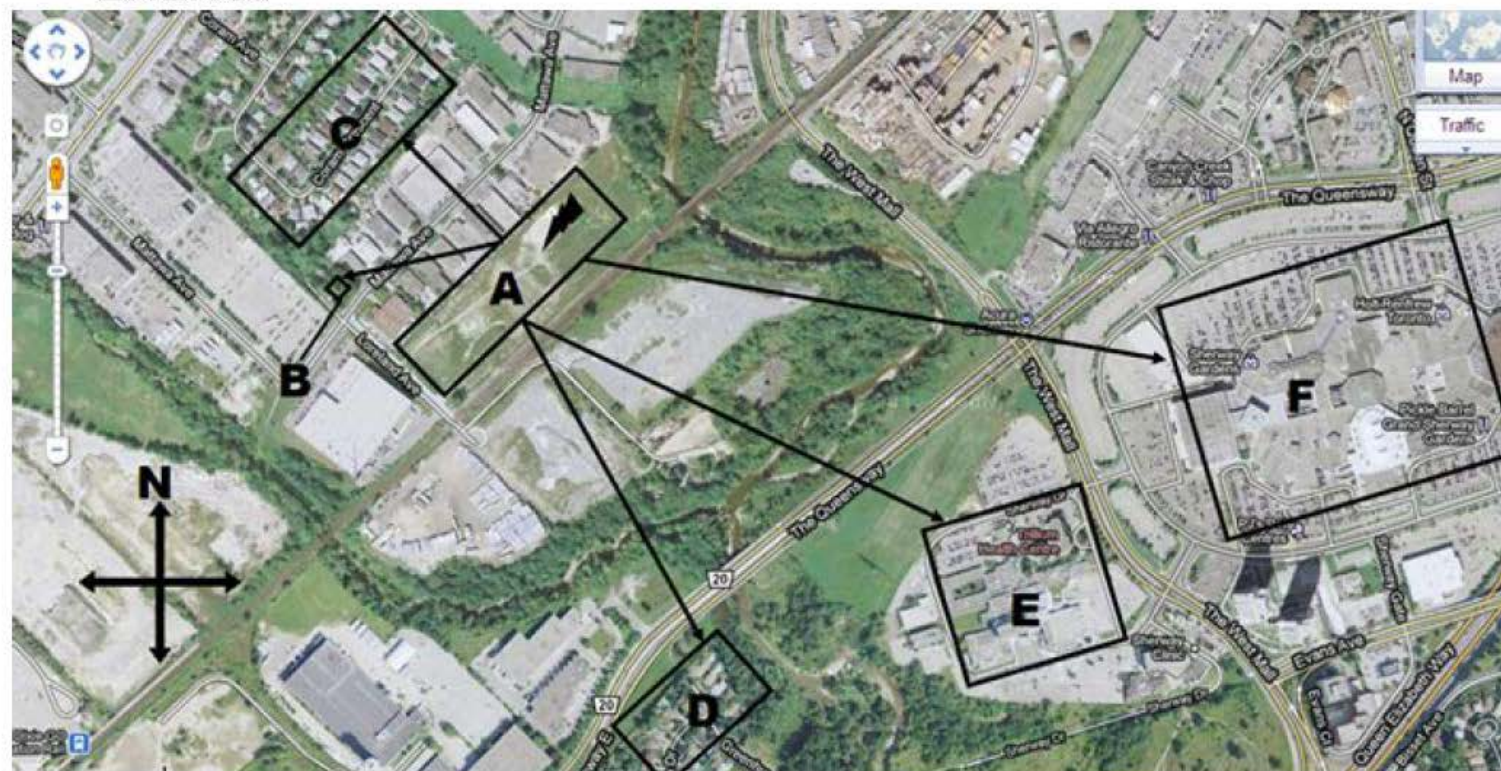
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# Appendix 1

## Greenfield South Background

## Key Facts About the Greenfield South Plant

- Greenfield South Power Corporation (controlled by Eastern Power Corporation) was the successful applicant in Ministry of Energy run Clean Energy Supply (CES) RFP and signed a contract with the OPA in April 2005.
- Eastern Power, based in Ontario, has received all required provincial approvals, including Environmental Assessment and Certificates of Approval.
- Eastern Power has received all required municipal approvals, including building site approval from the City of Mississauga issued in May 2011.
- Eastern Power has secured debt financing from Credit Suisse and ElG (confirmed by the OPA).



**Legend:**

A – Proposed Greenfield Site

B – Closest House

C – Closest Subdivision (North)

D – Closest Subdivision (South)

E – Trillium Heath Centre

F – Sherway Gardens Mall

**Distance:**

A to B: 220 Meters

A to C: 270 Meters

A to D: 500 Meters

A to E: 740 Meters

A to F: 910 Meters





\*Plant construction as of 28 September 2011





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**Confidential and Solicitor-Client Privileged**

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**Ministry of the Attorney General**

***Briefing Note***

**Legal Services Division**

**Legal Services Branch – ENE/MOI**

---

**ISSUE:**

- Greenfield South Gas Generating Plant in Mississauga
- It is proposed that the Ministry of Energy work with the Ontario Power Authority (OPA) to enter into discussions with Greenfield South Power Corporation (controlled by Eastern Power Corporation, referred to as “Eastern Power”) towards a satisfactory resolution of the Mississauga site

**BACKGROUND**

- Eastern Power is developing the Greenfield South Generating Station, a 280 MW combined cycle natural gas plant under construction in the City of Mississauga on a 4.5 hectare property at 2315 Loreland Avenue.
- The project arose out of a Ministry of Energy Clean Energy Supply (CES) procurement process in 2004. This contract was eventually assumed by the OPA.
- The project was undertaken to meet local reliability needs for the Southwest and Western GTA and has been positioned as part of the coal closure strategy.
- The plant is 200 metres from the nearest residence, 700 metres from the nearest hospital and 1.1 km from the nearest school.
- The project is strongly opposed by local residents. On October 12, 2011, the Mississauga Council passed a motion requesting that the government and the Premier take immediate action to cancel the contract, stop construction and return the site to pre-construction condition.
- In 2007, the Ontario Municipal Board reviewed and approved of the zoning of the project site after a lengthy and protracted process.
- In 2008, Ministry of Environment (MOE) granted all necessary environmental approvals.
- In March 2011, OPA renegotiated the initial Commercial Operation Date (C.O.D.) with Eastern Power, in recognition of lengthy regulatory approvals and financing delays experienced by Eastern Power. The new Milestone Date for Commercial Operation, when the plant is required to be fully operational, is September 1, 2014.
- In May 2011, Eastern Power finalized its financing arrangements with Credit Suisse and EIG. Around that time, the City of Mississauga issued building permits for the construction at the site.

- In June 2011, MOE announced that it will conduct an updated review of the approval for the gas plant to assess recent developments. No end-date was set for this process.
- In July 2011, Eastern Power reported that it had laid foundations for the steam and gas turbine halls and placed orders for the major equipment (generators, turbines, etc.).
- 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 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 24<sup>th</sup>, 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 statement that the OPA had advised that Greenfield had agreed to stop construction immediately. Discussions between OPA and GS on relocation continue.
- Construction continues at the site. Eastern Power has informed the OPA that it will not "down tools" until it receives formal notification of next steps.
- Next steps would require the OPA to be asked to approach Eastern Power to initiate discussions.
  - The discussion would likely include potential treatment of costs incurred to date (sunk costs—including equipment costs), treatment of construction and equipment related contracts, estimates and treatment of foregone revenue, and options and Eastern's interest with respect to relocating to an alternative site.

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

---

**From:** Serge Imbrogno <Serge.Imbrogno@ofina.on.ca>  
**Sent:** December-14-11 10:17 AM  
**To:** Jennings, Rick (ENERGY)  
**Cc:** King, Ryan (ENERGY)  
**Subject:** RE: Mississauga Plant

Hi Rick,

I'll send you a deck shortly. It's draft.

Serge

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

From: Jennings, Rick (ENERGY) [mailto:Rick.Jennings@ontario.ca]  
Sent: Wednesday, December 14, 2011 9:54 AM  
To: Serge Imbrogno  
Cc: Ryan King (MEI)  
Subject: RE: Mississauga Plant

Yes we'll send you something on this.

On a unrelated matter do you have a slide deck you were planning to use to brief your Minister on the US GAAP / IFRS decision? We have some OPG slides but it might be a good idea for us to use your material to brief our Minister.

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Sent: December 14, 2011 6:26 AM  
To: Jennings, Rick (ENERGY)  
Subject: Mississauga Plant

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Serge

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

---

**From:** Jennings, Rick (ENERGY)  
**Sent:** December-14-11 10:30 AM  
**To:** King, Ryan (ENERGY)  
**Subject:** RE: Mississauga Plant

Ryan, this is fine, you can forward to Serge.

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

From: King, Ryan (ENERGY)  
Sent: December 14, 2011 10:15 AM  
To: Jennings, Rick (ENERGY)  
Subject: RE: Mississauga Plant

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Cc: King, Ryan (ENERGY)  
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---

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**Sent:** December-14-11 2:17 PM  
**To:** Imbrogno, Serge (OFA)  
**Subject:** Fw: Mississauga Plant  
**Attachments:** Greenfield South (14 Dec).ppt; Greenfield South BN .doc

Duplicate attachments removed

Hi Serge, some greenfield materials attached.  
Ryan

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

From: King, Ryan (ENERGY)  
To: 'Jennings, Rick (ENERGY)'  
Sent: Wed Dec 14 10:14:38 2011  
Subject: RE: Mississauga Plant

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Cc: King, Ryan (ENERGY)  
Subject: RE: Mississauga Plant

Yes we'll send you something on this.

On a unrelated matter do you have a slide deck you were planning to use to brief your Minister on the US GAAP / IFRS decision? We have some OPG slides but it might be a good idea for us to use your material to brief our Minister.

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

From: Serge Imbrogno [mailto:Serge.Imbrogno@ofina.on.ca]  
Sent: December 14, 2011 6:26 AM  
To: Jennings, Rick (ENERGY)  
Subject: Mississauga Plant

Hi Rick,

Steve O. asked for a briefing on the Mississauga plant. Do you have any notes or presentations that you could share with me? We've mainly been involved because of Keele Valley so I don't have much on the core issue.

Serge

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## Cayley, Daniel (ENERGY)

---

**From:** Serge Imbrogno <Serge.Imbrogno@ofina.on.ca>  
**Sent:** December-14-11 2:23 PM  
**To:** King, Ryan (ENERGY)  
**Subject:** Re: Mississauga Plant

Thank you!

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

From: King, Ryan (ENERGY) [mailto:Ryan.King@ontario.ca]  
Sent: Wednesday, December 14, 2011 02:16 PM  
To: Serge Imbrogno  
Subject: Fw: Mississauga Plant

Hi Serge, some greenfield materials attached.  
Ryan

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

From: King, Ryan (ENERGY)  
To: 'Jennings, Rick (ENERGY)'  
Sent: Wed Dec 14 10:14:38 2011  
Subject: RE: Mississauga Plant

Rick, a few materials including background material from a recent deck, and a note that has the chronology. If you're ok with this I can send along to Serge.

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

From: Jennings, Rick (ENERGY)  
Sent: December 14, 2011 9:54 AM  
To: Imbrogno, Serge (OFA)  
Cc: King, Ryan (ENERGY)  
Subject: RE: Mississauga Plant

Yes we'll send you something on this.

On a unrelated matter do you have a slide deck you were planning to use to brief your Minister on the US GAAP / IFRS decision? We have some OPG slides but it might be a good idea for us to use your material to brief our Minister.

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

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

---

**From:** Poinen, Ruby (ENERGY)  
**Sent:** December-14-11 4:00 PM  
**To:** Jenkins, Allan (ENERGY)  
**Subject:** RE: DUE NOV 24- DRC-2011-4321--MCCAILLION-GTA New Supply.doc

Doreen P from Communications changed it to MC instead of DRC.

---

**From:** Jenkins, Allan (ENERGY)  
**Sent:** December 14, 2011 3:59 PM  
**To:** Poinen, Ruby (ENERGY)  
**Subject:** RE: DUE NOV 24- DRC-2011-4321--MCCAILLION-GTA New Supply.doc

OK thanks. I thought it was going out with Doug's signature.

---

**From:** Poinen, Ruby (ENERGY)  
**Sent:** December 14, 2011 1:17 PM  
**To:** Jenkins, Allan (ENERGY)  
**Subject:** RE: DUE NOV 24- DRC-2011-4321--MCCAILLION-GTA New Supply.doc

The letter is still in Minister's Office, hasn't been signed yet.

---

**From:** Jenkins, Allan (ENERGY)  
**Sent:** December 14, 2011 12:04 PM  
**To:** Poinen, Ruby (ENERGY)  
**Subject:** RE: DUE NOV 24- DRC-2011-4321--MCCAILLION-GTA New Supply.doc

Could you please send me an electronic copy of the final version?

Thanks.

---

**From:** Poinen, Ruby (ENERGY)  
**Sent:** November 17, 2011 9:50 AM  
**To:** Jenkins, Allan (ENERGY)  
**Subject:** DUE NOV 24- DRC-2011-4321--MCCAILLION-GTA New Supply.doc



## Cayley, Daniel (ENERGY)

---

**From:** Jenkins, Allan (ENERGY)  
**Sent:** December-15-11 2:41 PM  
**To:** Lewyckyj, Maryanna (ENERGY)  
**Subject:** RE: OPA News Online, Issue 10, December 2011

It appears that that web page has been relocated – it's a step towards the facility relocation. (Now if they can put the plant where it is unfindable...)

I didn't know that the OPA had online news.

---

**From:** Lewyckyj, Maryanna (ENERGY)  
**Sent:** December 15, 2011 2:33 PM  
**To:** Jenkins, Allan (ENERGY)  
**Subject:** FW: OPA News Online, Issue 10, December 2011

Did you notice the bad link in the item about Greenfield South?

## Electricity Resources

### Agreement reached to stop construction of Mississauga power plant

On November 21, the OPA announced that it had 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 the site.

The OPA and Greenfield are continuing to discuss details, including an agreement on facility relocation.

[Click here](#) for more about the Greenfield South power plant project.

Maryanna Lewyckyj  
Senior Project Advisor  
Renewable Energy Facilitation Office  
Ministry of Energy  
880 Bay Street, 2nd Floor  
Toronto, ON M7A 2C1

W (416) 212-7723  
Cell (416) 407-2040

[maryanna.lewyckyj@ontario.ca](mailto:maryanna.lewyckyj@ontario.ca)  
[www.ontario.ca/refo](http://www.ontario.ca/refo)

NOTICE: Confidentiality obligations relating to records or information in this communication are governed by the *Freedom of Information and Protection of Privacy Act* (FIPPA) and the *Green Energy Act, 2009* (GEA). According to section 12 of the GEA, records or information in this communication are deemed, for the purposes of section 17 of FIPPA, to have been supplied by the proponent in confidence to you or your institution. In the interests of maintaining confidentiality, consult your Freedom of Information Coordinator or Legal Services Branch before disclosing this information to other parties.

## Fisher, Petra (ENERGY)

---

**From:** Judy Worby <jimworby@start.ca>  
**Sent:** December-16-11 10:40 AM  
**To:** Write2us (ENERGY)  
**Subject:** Hydro production and transmission

To: Webmaster

From:  
Judy Worby  
jimworby@start.ca

My feedback concerns:  
the ministry

Message:

Dear Minister:

I read with interest an article in the Toronto Star this week about the shortage of electric power within the South Western GTA area - primarily caused by the cancellation of two gas fired plants in or near residential areas within the GTA so the McGuinty government could buy the seats for their party in the last election with tax payer funds - but that's a different issue from what I want to suggest.

You are in the process of closing down the Nanticoke Power Plant for good within the next few years. Hundreds of jobs will be lost this month and in the future. Miles of transmission lines will be idled and for what? You could have put emission controls on the stacks but chose not to. The Haldimand county council would have even accepted a nuclear plant to preserve the badly needed jobs in the area.

So why can't you build a gas fired plant there or control the emissions with existing technology? The only reason I can think of is because Haldimand and Norfolk counties traditionally elect Conservative MPPs. I honestly thought (silly me) that an elected government was supposed to govern for all taxpayers, not just those who elect members of the party who form the majority in the house.

But it increasingly seems that both federally and provincially we are subjected to decisions made based on partisan politics. Shame, shame, shame. And yes, I would say the same to Steven Harper and Diane Finlay, the wife of his chief fundraiser who has been rewarded with a ministerial position.

I look forward to receiving a response from you that doesn't just mumble platitudes.

Thank you.

Judy Worby  
RR 3 Port Rowan, ON  
519-586-9370

Sent from (ip address): 74.198.9.36 (74.198.9.36)  
Date/Time: December 16, 2011 3:39 pm  
Coming from (referer): <https://www.energy.gov.on.ca/en/contact-us/>  
Using (user agent): Mozilla/4.0 (compatible; MSIE 8.0; Windows NT 5.1; Trident/4.0; GTB7.2; InfoPath.1)

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

---

**From:** Perun, Halyna N. (ENERGY)  
**Sent:** December-21-11 9:30 AM  
**To:** Wilson, Malliha (JUS)  
**Cc:** Lung, Ken (JUS)  
**Subject:** Mcarthy retainer letter re Greenfield  
**Attachments:** McCarthy retainer letter Dec 21-11.doc

### *Privileged and Confidential*

Hi – Here is the proposed retainer letter for your review. I'll need to check the hourly rate of the associate counsel on the file (have for now set out \$450).

I spoke to Deputy Lindsay and he was aware of the request for outside legal advice. We discussed the circumstances – when was the advice provided and to whom and he's fine with this (Though he was not aware that Energy would be paying for the retainer, ultimately it's not a lot of \$\$ so it's OK). He'd like McCarthy's to send us the research that was done to support the oral advice provided (working notes at least) as this might assist us in developing the policy for future sitings for gas plants. I'd like to ask John for any research memo his articling student or associate provided to him (I think this is a reasonable ask).

Please let me know your comments and I will finalize today (I am not here post today and would prefer to send it out before I leave).

### ***Halyna***

Halyna N. Perun  
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](mailto:Halyna.Perun2@ontario.ca)

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Ministry of Attorney  
General

Ministère du  
Procureur Général

Ministries of Energy &  
Infrastructure  
Legal Services Branch

Ministères de l'Énergie et de l'  
Infrastructure  
Direction des services juridiques



777 Bay Street, 4th Floor  
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Fax: (416) 325-1781

777, rue Bay 4<sup>e</sup> étage  
Toronto (Ontario) M5G 2E5  
Tél.: 416-212-540  
Téléc.: 416-325-1781

December 21, 2011

**DELIVERED**

**PRIVATE & CONFIDENTIAL**

Paul A. Boniferno  
National Leader, Practices and People  
McCarthy Tetrault LLP  
Box 48, Suite 5300  
Toronto Dominion Bank Tower  
Toronto ON M5K 1E6

Dear Mr. Boniferno:

**RE: Retention for Provision of Legal Services in Connection with the Greenfield South  
Generating Station**

This Retainer sets out the terms and conditions under which McCarthy Tetrault LLP ("**McCarthy**") agreed to provide certain legal services as described in this letter (the "**Services**") to the Ministry of the Attorney General on behalf of the Ministry of Energy and the Ministry of the Attorney General (collectively the "**Ministry**"). For the purposes of this Retainer, your client is the Crown in Right of Ontario, as represented by the Ministry of Energy and the Ministry of the Attorney General.

The Retainer was for the period November 14, 2011 to November 17, 2011, and the Services were provided on an urgent basis. Your firm was retained to provide legal advice and assistance in connection with the Government's commitment to re-locate the Greenfield South Generating Station. Without limiting the generality of the foregoing, McCarthy was asked by the Ministry and Cabinet Office to analyse, on an expedited basis, Ministerial powers under the *Planning Act*, R.S.O. 1990, c.P.13 for the purpose of developing options that might be available to the Province of Ontario in stopping construction of the Greenfield South Generating Station. The Services included providing oral advice to the Ministry and Cabinet Office about Ministerial powers in respect of zoning and subdivision control and the impact of a Ministerial zoning order on an existing building permit.



Pursuant to the retainer, John A.R.Dawson is the principal counsel involved in the matter from your firm. Your firm agreed that the Services under this Retainer would be primarily provided by Mr. Dawson and the other counsel as set out in the attached **Schedule A**, at the rates set out in that schedule. Your firm is of course at liberty to use articling students or junior counsel at lower rates than those outlined in **Schedule A**.

Your firm agreed to ensure that, in delivering the Services, your firm gives the Ministry reasonable advance notice (where practicable) of, and the opportunity to participate in, all meetings and telephone discussions involving persons other than those in the Ministry, and that your firm copies the Ministry on all written or electronic communications between your firm and anyone outside of the Ministry in connection with the Services.

The delivery of the Services shall comply with all applicable requirements, specifications and standards for accessibility established by the Ministry in accordance with the *Accessibility for Ontarians with Disabilities Act, 2005*, S.O.2005, c.11 and any regulations made thereto.

In addition to your firm's legal fees, the Ministry will pay reasonable disbursements, supported by receipts or invoices, incurred in relation to this matter. I will advise what may or may not be paid. The maximum amount of the retainer is 15,000.00 (including HST).

Billings should be forwarded to me at the following address:

Halyna Perun  
Director  
Legal Services Branch  
Ministries of Energy Infrastructure  
777 Bay Street, 4th Floor, Suite 425  
Toronto, ON M5G 2E5

The Ministry is required to pay HST, if applicable, in accordance with the *Excise Tax Act* (Canada). You should charge and remit HST in respect of the services in accordance with that Act.

Your firm has declared, after taking all reasonable steps to investigate, that your firm does not have any conflict of interest representing the Province of Ontario under this Retainer. Your firm further agreed that your partners, associates, employees and agents shall ensure that the Services to be provided under the Retainer are provided free of any conflict of interest. During the term of this Retainer, the partners, associates, employees and agents shall not engage in any work, or provide legal services, for another client that could reasonably result in a conflict of interest. Should the legal services provided by your firm to any other client of yours create an actual or potential conflict of interest, you shall immediately advise me and propose a plan to mitigate any such actual or potential conflict of interest. If there arises any doubt as to whether there is, or could be a conflict of interest, or whether such conflict of interest is such that this Retainer must be terminated, my decision shall be final.

During the course of this Retainer, should issues be identified that should be more properly addressed by Ministry lawyers or involve legal and/or policy matters relating to Constitutional or



*Charter* issues, or the *Ontario Human Rights Code*, your firm would immediately stop the work being performed under the Retainer. In such circumstances, your firm would not continue the work and receive further instruction from me.

The Ministry may terminate the Retainer at any time, without fault and without liability, upon two (2) days' notice of termination in writing to your firm.

The Ministry shall, not by termination, waive any rights or remedies it may have in law or equity at the date of termination. Termination shall not relieve your firm from its warranties and other responsibilities relating to services performed and money paid up to and including the date of termination.

This Retainer may be amended, altered or added to only by written agreement between the parties, which agreement is supplemental to the Retainer and thereafter forms part of the Retainer.

The Retainer, and the rights, obligations and relations of the parties shall, unless otherwise specified, be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. You will hereby atone to the jurisdiction of the Courts of the Province of Ontario.

If your firm agrees with the terms and conditions set out in the Retainer, please sign three copies of this letter and return two copies to me at your earliest convenience.

Sincerely,

Original signed by

Halyna N. Perun  
Director

Enclosure

**ACCEPTED and AGREED**  
**McCarthy Tetrault LLP**

---

**DATED:**

Encl.

**SCHEDULE A****SCHEDULE OF FEES FOR LEGAL SERVICES RENDERED BY  
McCARTHY TETRAULT**

<b>Proposed Team</b>	<b>\$ Hourly Rate</b>	<b>Year of Call</b>
John A.R.Dawson	625	1 1
Daniel Artenosi	450	2007

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

---

**From:** Perun, Halyna N. (ENERGY)  
**Sent:** December-21-11 10:17 AM  
**To:** Wilson, Malliha (JUS)  
**Cc:** Lung, Ken (JUS)  
**Subject:** RE: Mccarthy retainer letter re Greenfield

Yes – I will take care of it today as well -

***Halyna***

Halyna N. Perun  
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---

**From:** Wilson, Malliha (JUS)  
**Sent:** December 21, 2011 10:10 AM  
**To:** Perun, Halyna N. (ENERGY)  
**Cc:** Lung, Ken (JUS)  
**Subject:** RE: Mccarthy retainer letter re Greenfield

Looks good – we need to do a PSR as well

---

**From:** Perun, Halyna N. (ENERGY)  
**Sent:** December 21, 2011 9:30 AM  
**To:** Wilson, Malliha (JUS)  
**Cc:** Lung, Ken (JUS)  
**Subject:** Mccarthy retainer letter re Greenfield

### Privileged and Confidential

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I spoke to Deputy Lindsay and he was aware of the request for outside legal advice. We discussed the circumstances – when was the advice provided and to whom and he's fine with this (Though he was not aware that Energy would be paying for the retainer, ultimately it's not a lot of \$\$ so it's OK). He'd like McCarthy's to send us the research that was done to support the oral advice provided (working notes at least) as this might assist us in developing the policy for future sitings for gas plants. I'd like to ask John for any research memo his articling student or associate provided to him (I think this is a reasonable ask).

Please let me know your comments and I will finalize today (I am not here post today and would prefer to send it out before I leave).

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## Cayley, Daniel (ENERGY)

---

**From:** Perun, Halyna N. (ENERGY)  
**Sent:** December-21-11 3:43 PM  
**To:** Calwell, Carolyn (ENERGY)  
**Subject:** FW: Mccarthy retainer letter re Greenfield  
**Attachments:** McCarthy retainer letter Dec 21-11\_v.1.doc

Duplicate attachment  
removed

Letter – likely won't go out today at this rate

*Halyna*

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---

**From:** Khatri, Anupa (ENERGY)  
**Sent:** December 21, 2011 12:57 PM  
**To:** Perun, Halyna N. (ENERGY)  
**Subject:** RE: Mccarthy retainer letter re Greenfield

Hi Halyna,

Attached is the formatted letter. If there are any further changes, please let me know.

Thanks,  
Anupa

---

**From:** Perun, Halyna N. (ENERGY)  
**Sent:** December 21, 2011 11:40 AM  
**To:** Khatri, Anupa (ENERGY)  
**Subject:** FW: Mccarthy retainer letter re Greenfield

Hi! Anupa – could you please fix up the formatting on this letter (also please find a way to put the accent on the “e” in Tetraault – also the yellow highlight on the amount of the retainer is deleted – thank you

*Halyna*

Halyna N. Perun  
Director



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**To:** Wilson, Malliha (JUS)  
**Cc:** Lung, Ken (JUS)  
**Subject:** Mcarthy retainer letter re Greenfield

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

---

**From:** Perun, Halyna N. (ENERGY)  
**Sent:** December-21-11 3:57 PM  
**To:** Wilson, Malliha (JUS)  
**Cc:** Lung, Ken (JUS); Wong, Taia (JUS); Calwell, Carolyn (ENERGY)  
**Subject:** RE: Mccarthy retainer letter re Greenfield

I've had a super frustrating day trying to get into the PSR, saving the work and sending the work – so the PSR has not been submitted as yet and it's getting close to end of day.

I am trying one more time – At this point it's not likely to reach the Deputy for approval.

Taia - please let Carolyn know when the PSR has been approved and I have asked her to take care of delivering the retainer letter to McCarthy's in my absence.

Thank you

***Halyna***

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E-mail: [Halyna.Perun2@ontario.ca](mailto:Halyna.Perun2@ontario.ca)

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**Cayley, Daniel (ENERGY)**

---

**From:** McKeever, Garry (ENERGY)  
**Sent:** December-21-11 4:22 PM  
**To:** Jennings, Rick (ENERGY)  
**Cc:** King, Ryan (ENERGY)  
**Subject:** RE: Arbitration Agreement

Do you want me to forward this to CLOC?

---

**From:** Jennings, Rick (ENERGY)  
**Sent:** December 21, 2011 2:40 PM  
**To:** McKeever, Garry (ENERGY)  
**Cc:** King, Ryan (ENERGY)  
**Subject:** Fw: Arbitration Agreement

See attached.

-----  
Sent from my BlackBerry Wireless Handheld

---

**From:** Dermot Muir <Dermot.Muir@infrastructureontario.ca>  
**To:** Jennings, Rick (ENERGY)  
**Cc:** Jonathan Weisstub <Jonathan.Weisstub@infrastructureontario.ca>  
**Sent:** Wed Dec 21 12:56:36 2011  
**Subject:** FW: Arbitration Agreement

Rick:

Please find attached the current arbitration agreement and the draft amended agreement proposed by TCE. I would be happy to discuss these with your counsel.

Regards

Dermot

**Dermot P. Muir**  
**General Counsel and Corporate Secretary**  
**Infrastructure Ontario**  
**1 Dundas Street West, 20th Floor**  
**Toronto, Ontario M5G 2L5**  
**416-325-2316**  
**416-204-6130 (fax)**  
[Dermot.Muir@infrastructureontario.ca](mailto:Dermot.Muir@infrastructureontario.ca)

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

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**From:** Perun, Halyna N. (ENERGY)  
**Sent:** December-21-11 4:26 PM  
**To:** Wong, Taia (JUS)  
**Cc:** Calwell, Carolyn (ENERGY)  
**Subject:** RE: Mccarthy retainer letter re Greenfield

Hi – finally it worked – submitted. PSR#47/2011-12 (unfortunately I left “foreign jurisdiction” as reason for outsourcing – so hope that won’t be a problem)

Thank you for letting us know as soon as it’s been approved – take care Taia!

***Halyna***

Halyna N. Perun  
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:** December 21, 2011 3:57 PM  
**To:** Wilson, Malliha (JUS)  
**Cc:** Lung, Ken (JUS); Wong, Taia (JUS); Calwell, Carolyn (ENERGY)  
**Subject:** RE: Mccarthy retainer letter re Greenfield

I’ve had a super frustrating day trying to get into the PSR, saving the work and sending the work – so the PSR has not been submitted as yet and it’s getting close to end of day.

I am trying one more time – At this point it’s not likely to reach the Deputy for approval.

Taia - please let Carolyn know when the PSR has been approved and I have asked her to take care of delivering the retainer letter to McCarthy’s in my absence.

Thank you

***Halyna***

Halyna N. Perun  
Director  
Legal Services Branch  
Ministries of Energy & Infrastructure



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**From:** Perun, Halyna N. (ENERGY)  
**Sent:** December 21, 2011 10:17 AM  
**To:** Wilson, Malliha (JUS)  
**Cc:** Lung, Ken (JUS)  
**Subject:** RE: Mcarthy retainer letter re Greenfield

Yes – I will take care of it today as well -

*Halyna*

Halyna N. Perun  
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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**From:** Wilson, Malliha (JUS)  
**Sent:** December 21, 2011 10:10 AM  
**To:** Perun, Halyna N. (ENERGY)  
**Cc:** Lung, Ken (JUS)  
**Subject:** RE: Mcarthy retainer letter re Greenfield

Looks good – we need to do a PSR as well

---

**From:** Perun, Halyna N. (ENERGY)  
**Sent:** December 21, 2011 9:30 AM  
**To:** Wilson, Malliha (JUS)  
**Cc:** Lung, Ken (JUS)  
**Subject:** Mcarthy retainer letter re Greenfield

Privileged and Confidential

Hi – Here is the proposed retainer letter for your review. I'll need to check the hourly rate of the associate counsel on the file (have for now set out \$450).

I spoke to Deputy Lindsay and he was aware of the request for outside legal advice. We discussed the circumstances – when was the advice provided and to whom and he's fine with this (Though he was not aware that Energy would be paying for the retainer, ultimately it's not a lot of \$\$ so it's OK). He'd like McCarthy's to send us the research that was done to support the oral advice provided (working notes at least) as this might assist us in developing the policy for future sitings for gas plants. I'd like to ask John for any research memo his articling student or associate provided to him (I think this is a reasonable ask).

Please let me know your comments and I will finalize today (I am not here post today and would prefer to send it out before I leave).

***Halyna***

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

---

**From:** Lindsay, David (ENERGY)  
**Sent:** December-22-11 10:10 AM  
**To:** Imbrogno, Serge (OFA)  
**Subject:** RE: Mississauga

Hi can fill you in or I can brief you before you go into that meeting... I'm at 325-6617

---

**From:** Serge Imbrogno [mailto:Serge.Imbrogno@ofina.on.ca]  
**Sent:** December 22, 2011 10:09 AM  
**To:** Lindsay, David (ENERGY)  
**Subject:** Re: Mississauga

I'm on my way to meeting with Steve O.

---

**From:** Lindsay, David (ENERGY) [mailto:David.Lindsay@ontario.ca]  
**Sent:** Thursday, December 22, 2011 10:06 AM  
**To:** Serge Imbrogno  
**Subject:** Re: Mississauga

I'll call you right back. Was on phone with Steve O.

---

**From:** Serge Imbrogno <Serge.Imbrogno@ofina.on.ca>  
**To:** Lindsay, David (ENERGY)  
**Sent:** Thu Dec 22 09:59:29 2011  
**Subject:** Re: Mississauga

Hi David,

Just called 5-6617? but no response. Not sure if I have your correct number.

Serge

---

**From:** Lindsay, David (ENERGY) [mailto:David.Lindsay@ontario.ca]  
**Sent:** Thursday, December 22, 2011 09:39 AM  
**To:** Serge Imbrogno  
**Subject:** Mississauga

Just left you a voicemail on your office phone about this transaction... give me a call when you get a chance.

David

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## Cayley, Daniel (ENERGY)

---

**From:** Michael Lyle <Michael.Lyle@powerauthority.on.ca>  
**Sent:** December-22-11 11:12 AM  
**To:** Perun, Halyna N. (ENERGY)  
**Cc:** Calwell, Carolyn (ENERGY)  
**Subject:** OPA Side letter  
**Attachments:** OPA Letter Agreement - fully signed 14Dec2011.pdf; greenest2012\_english-(custom) verysmall3a84.gif

gif attachment is image below

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

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T 416-967-7474  
F 416-967-1947  
[www.powerauthority.on.ca](http://www.powerauthority.on.ca)

**CONFIDENTIAL**

December 14, 2011

Greenfield South Power Corporation  
2275 Lake Shore Blvd. West, Suite 401  
Toronto ON M8V 3Y3

Attention: Gregory M. Vogt, President

Dear Mr. Vogt:

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

The OPA and Greenfield South are continuing to negotiate the terms of a "Facility Relocation and Settlement Agreement" between the OPA and Greenfield South (the draft dated November 25, 2011 and labelled "Osler Comments" being referred to herein as the "Draft FRSA"). Capitalized terms used but not defined in this letter agreement have the meanings given to them in the Draft FRSA.

In order for Greenfield South and the OPA to facilitate the ongoing negotiation of the Draft FRSA, Greenfield South and the OPA have agreed to the following:

1. Greenfield South and the OPA confirm that during the period between now and end of day on Friday, January 20, 2012, the obligations of the parties under the Contract continue to remain suspended and Greenfield South has agreed to continue to suspend all further work and activities in connection with the Facility (as defined in the Contract), other than anything that may be reasonably necessary in the circumstances to bring such work or activities to a conclusion and to maintain safety and security of the site.
2. In consideration of the extension contemplated under paragraph 1, the OPA agrees to pay to Greenfield South on the date hereof concurrent with the execution of this letter agreement, by certified cheque or wire transfer, the amount of \$35,000,000 on account of Equity Sunk Costs incurred by Eastern Power Limited ("Eastern"). Each of Greenfield South and Eastern represents and warrants to the OPA that at least \$35,000,000 of the Equity Sunk Costs has been incurred by Eastern. Greenfield South hereby directs the OPA to pay such amount on account of Equity Sunk Costs directly to Eastern. Such amount paid by the OPA shall be deducted from the total amount otherwise owing or payable by the OPA in respect of Equity Sunk Costs incurred by Greenfield South and its affiliates.


3. In order to permit negotiations in respect of the Relocated Facility contemplated by the Draft FRSA to proceed during the ongoing negotiation of the Draft FRSA, Eastern or one of its Affiliates shall be entitled to exercise the rights and benefits of Greenfield South under Section 2.5 of the Draft FRSA relating to the Relocated Facility in the place of Greenfield South, provided that such negotiations may involve the negotiation of a new clean energy supply contract for the Relocated Facility with Eastern or one of its Affiliates in lieu of an Amended ARCES which would be in substantially the same form as the Contract, with such amendments, modifications and other terms thereto provided for in the last sentence of Section 2.5 of the Draft FRSA.
4. At the request and direction of Greenfield South, the OPA will make the payments for and on behalf of Greenfield South of the amounts currently owing to the suppliers of the Relocated Equipment and other suppliers to the Facility, set out on Schedule A attached hereto and in the amounts set out on Schedule A attached hereto, promptly following verification of such amounts by the Independent Engineer.
5. Each of Greenfield South and Eastern represents and warrants to the OPA that the chart attached as Schedule B is a true and accurate representation of the direct and indirect equity interest holders of Greenfield South, and that no person holds any direct or indirect equity interests in either of Greenfield South or Eastern except as set out in Schedule B.

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

Sincerely,

**ONTARIO POWER AUTHORITY**

By:



Name: Colin Andersen  
Title: Chief Executive Officer

Accepted and agreed on December 14, 2011

**GREENFIELD SOUTH POWER CORPORATION**

Per:



Name: Gregory M. Vogt  
Title: President

**EASTERN POWER LIMITED**

Per:



Name: Gregory M. Vogt  
Title: President

**SCHEDULE A**  
**PAYMENTS TO BE MADE FOR AND ON BEHALF OF GREENFIELD SOUTH**

<b>Name</b>	<b>Amount (CAD, except where otherwise stated)</b>
ABB INC. US\$	418,603.80
ABB INC. (CANADA) GCB	44,300.00
ACKLANDS GRAINGER	1,073.58
ALBRECHT REINFORCING INC.	489,438.86
ARGO LUMBER INC.	54,118.20
ALL CANADA CRANE RENTAL CORP.	218,000.89
ANIXTER CANADA INC.	4,314.06
AMPOT PORTABLE TOILETS	9,268.33
ALPS WELDING LIMITED	55,404.90
BLAKE CASSELS GRAYDON LLP	104,079.19
BRENNAN'S CRANE SERVICES LIMITED	14,394.62
BELL CANADA	808.83
BATTLEFIELD EQUIPMENT RENTALS	5,119.58
BOB JEFFREYS	2,712.00
BRADO PRECISION MACHINE & TOOL CO LTD.	56,269.20
BRAMPTON PLATE & STRUCTURAL STEEL ROLLING INC.	107.35
BON W. MUELLER	587.60
CAMBRIDGE CONCRETE PUMPING	8,869.68
CONTROL COMPONENTS INC. US\$	41,000.00
CEDAR INFRASTRUCTURE PRODUCTS INC.	7,881.52
CANADA MAINTENANCE & SAFETY	1,639.22
COMCO PIPE & SUPPLY COMPANY	861.93
COOKSVILLE STEEL LIMITED	1,028,347.55
D HELDMAN SURVEYING LTD.	34,013.00
DUFFERIN CONCRETE	127,859.02
DVC CONTRACTING	138,140.81
EARL O NEIL ELECTRIC SUPPLY LIMITED	6,307.93
EFCO CANADA CO.	9,105.29
EMCO CORPORATION	24,728.62
ELECTRICAL SAFETY AUTHORITY	4,260.10
FORM & BUILD SUPPLY	1,259.00
FRANCESCHINI BROS. AGGREGATES	245,185.91
FACILITY SERVICES CORPORATION	762.75
FEDERAL WIRELESS COMMUNICATIONS INC.	9,229.84
GALVCAST MFG. INC.	124.30
GENERAL ELECTRIC COMPANY US\$	6,215,868.31
GE WATER & PROCESS TECHNOLOGIES US\$	72,350.80
GUILLEVIN INTERNATIONAL	41,062.15
GRANITE CONCRETE PUMPING	28,949.24