Message

From: Picard, Michel [mpicard@kpmg.ca]
Sent: 2017-11-02 10:37:54 AM
To: Michael Boll [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=4811917e15054407b665fe16d12ff415-Michael Bol]
CC: Kim Marshall [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=b63a22b42bf14587870d93119a054d88-Kim Marshal]
Subject: RE: Clean & B.line - MTSA

Michael,

My initial view is that section 3.13 is creating a covenant/obligation for the IESO to pay for these carrying costs. As a result, if my analysis is confirmed, IESO would have to set-up a financial liability for the carrying costs for the period prescribed by Regulations.

I need to consult with Gale Kelly and also obtain a legal opinion as to whether section 3.13 is creating a covenant/obligation for the IESO. In that respect, what is your lawyers' view on the latter?

Best regards,

Michel

From: Michael Boll [mailto:Michael.Boll@ieso.ca]
Sent: Friday, October 27, 2017 1:46 PM
To: Kim Marshall <Kim.Marshall@ieso.ca>; Picard, Michel <mpicard@kpmg.ca>
Subject: FW: Clean & B.line - MTSA

FYI – and Michel, can you please let us know your thoughts? Particularly on section 3.13, the IESO's obligation to pay carrying costs?

Michael

From: Peter Hamilton [mailto:PHamilton@stikeman.com]
Sent: October 27, 2017 1:39 PM
To: Feldman, Michael (mfeldman@torys.com); rramchandani@torys.com
Cc: Glenn Zacher; Michael Boll; Anthony Martinello; Jeannette Briggs
Subject: FW: Clean & B.line - MTSA

Please see revised draft MTSA attached.

Peter Hamilton

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