

## FREEDOM OF INFORMATION REQUESTS

Last fall, through our attorney, BEARAT submitted two sets of freedom of information requests. The first was to Addington Highlands (AH) Council with regards to their communications with the proponents. The second was to the Province of Ontario and was also focused on their communications with the proponents.

All of the material we have received is in this document. There is a lot of material to go through, and we have! **The following is a summary of observations we note from the communications.**

### COMMS BETWEEN COUNCIL AND PROPONENTS

- All comms between Council and Proponents came via the Township Clerk. There were no direct communications between individual Councillors and the Proponents.
- It is clear that the Clerk was instructed to expedite the deal with the Proponents. The comms show a clear tone of getting the deal done.
- With one exception, there is no content concerning due diligence, risks or negative impacts on Township.
- AH Township asked NextEra who they should contact regarding other area's experience with NextEra and turbines. AH Township was referred to a NextEra-owned company.
- Council did consult with another Township on their experience with NextEra, but they did indeed contact a NextEra-owned company in Chatam Kent: not exactly an unbiased source of information.
- 2015-04 Confirmation that AH was prepared to sign off in early April (before any public consultations or due diligence). Curiously, there is no record of what communications transpired before this email.
- For both Proponents one can surmise from reviewing the Proposed Agreements that funds for AH were explicitly tied to Municipal support for the projects.
- The Municipality accepted a survey that indicated 81% of area residents and property owners were opposed to the proposed project, and prior to moving a support resolution, had agreed to a criteria to review proposals before voting on whether to support them. At the urging of Proponents, who made clear that inducements were in jeopardy if official acts by Council were not completed on their timeline, Council ultimately disregarded their own motion and acted in the best interests of the Proponents, instead of the public interest.
- Reeve Hogg has stated repeatedly his position for supporting wind turbines was directly the result of financial inducement from the proponents, as opposed to general support for the actual proposals. There is no link between Reeve Hogg's championing of a motion of support and renewable energy. Hogg made plain he was voting in favour of having access to community vibrancy funds.
- Council was divided 3-2 on the issue. Councillor Yanch, a supporter of the municipal support motion, is in an apparent or real conflict of interest as a result of being a part owner of an aggregate business. This business could be expected to benefit directly or indirectly either by an order related to wind turbine installation or as a result of increased local demand as a result of other companies winning contracts from proponents. Yanch refused to declare a conflict. If she had, the vote would have gone 2-2 and lost on division.
- NextEra and RES Canada officials are seen repeatedly in emails to leverage the community vibrancy funds as inducements to cause municipal officials to undertake official acts with their power under the Municipal Act in exchange for those inducements.
- **It is clear and reasonable from what went on in Addington Highlands that the 'municipal support' materials being used to justify the projects in the community are tainted and should be discredited from positively impacting the approval process of any of the projects proposed for the community.**

**2015-02 TO 2015-06**

**NEXTERA**



## Christine Reed

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**From:** Dudek, Derek <Derek.Dudek@nexteraenergy.com>  
**Sent:** February-23-15 4:07 PM  
**To:** Christine Reed  
**Cc:** Faiella, Benjamin; Geneau, Nicole  
**Subject:** RE: North point council delegation  
**Attachments:** Addington Highlands.pdf

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

**Categories:** Council

Hello Christine,  
Please see the attached letter for Council.

Attendees from our team will be

- Ben Faiella – Project Manager, Development
- Nicole Geneau – Director, Development
- Derek Dudek – Community Relations

Thank you and please do not hesitate to contact me if you have any questions.

**Derek Dudek** | Community Relations Consultant  
NextEra Energy Canada, ULC  
390 Bay Street, Suite 1720, Toronto Ontario M5H 2Y2  
office: 416.364.9714  
mobile: 519.318.0237  
[derek.dudek@nexteraenergy.com](mailto:derek.dudek@nexteraenergy.com)

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**From:** Christine Reed [<mailto:clerk@addingtonhighlands.ca>]  
**Sent:** Monday, February 23, 2015 9:17 AM  
**To:** Dudek, Derek  
**Subject:** RE: North point council delegation

This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email.

Hi Derek,

I will put you on the agenda for Monday as discussed. Could you please confirm for me who from Nextera will be attending?

Thank you and I look forward to receiving your letter.

Christine

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**From:** Dudek, Derek [<mailto:Derek.Dudek@nexteraenergy.com>]

**Sent:** February-23-15 8:37 AM

**To:** [clerk@addingtonhighlands.ca](mailto:clerk@addingtonhighlands.ca)

**Cc:** Faiella, Benjamin; Geneau, Nicole; Bird, Joselen

**Subject:** North point council delegation

Hi Christine,

Can I confirm our council delegation for next Monday. I should I have a letter for the agenda later today.

Derek

519-318-0237

[derek.dudek@nexteraenergy.com](mailto:derek.dudek@nexteraenergy.com)

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February 23, 2015

Mayor and Members of Council  
c/o Christine Reed, Clerk Treasurer  
72 Edward Street,  
PO Box 89  
FLINTON, ON K0H 1P0

Dear Mayor and Members of Council

Congratulations on your 2015 election (or re-election) to the council for the Township of Addington Highlands. Your successful election campaigns are to be commended.

We want to take this opportunity to introduce you to NextEra Canada Development and Acquisitions, Inc, a wholly-owned subsidiary of NextEra Energy Resources, LLC and provide you with information, more generally, about our wind energy projects. We are currently exploring development of two wind energy projects in your municipality called the Northpoint 1 and Northpoint 2 Wind Energy Centres.

Wind energy is one of the fastest growing forms of energy generation on the planet with approximately 4% of installed electricity generation capacity by the end of 2014 and it is growing rapidly. Here in Canada, we are setting records for new installations every year, and now also provide nearly 4% of our electricity generation capacity from wind energy. Ontario is leading the way with currently 7% of its capacity coming from wind energy. This has not only provided the Province with clean, renewable source of energy for decades to come, but has allowed us to eliminate coal as a form of energy generation, a form with serious health and environmental concerns. It is estimated that the elimination of coal generation in Ontario will save approximately \$3 billion a year in healthcare costs. Equally as important, it has resulted in billions of dollars in investment, manufacturing and construction jobs, and significant economic contributions to local landowners, First Nations, and municipalities.

We will provide additional details about the project we are developing as they become available. The work we are doing is in preparation for the Independent Electricity System Operators (IESO) Large Renewable Procurement (LRP) program. This program was initiated by the Province of Ontario to secure 300 megawatts of wind energy in order to help meet future demands for electricity within the Province. Proposals for projects must be submitted for their consideration later this year. As such, we have a lot of work ahead of us and look forward to sharing specifics with you as we move forward.

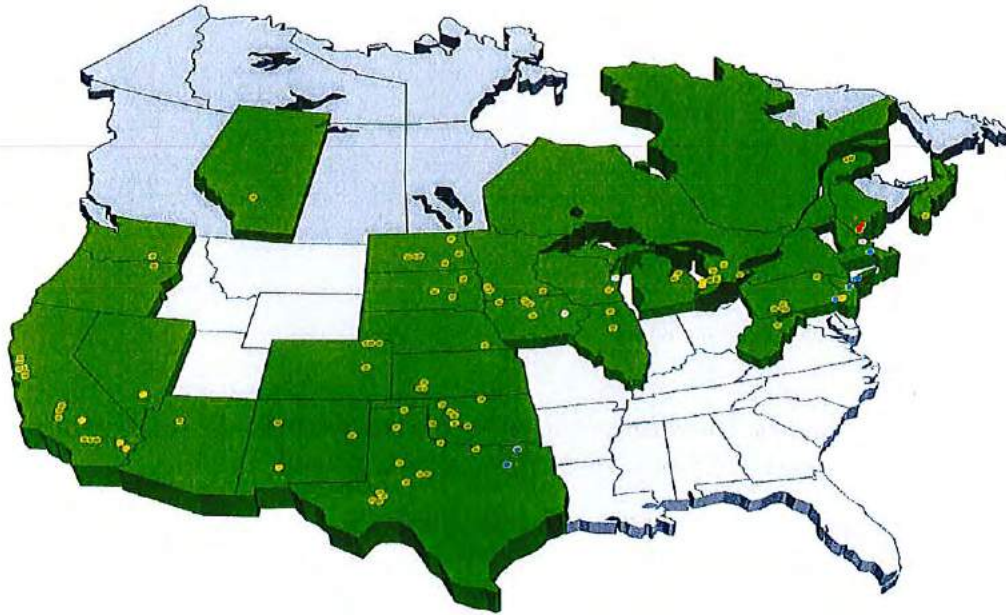
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NextEra Canada Development & Acquisitions, Inc.

390 Bay Street, Suite 1720 | Toronto, Ontario M5H 2Y2 | 416 364 9714

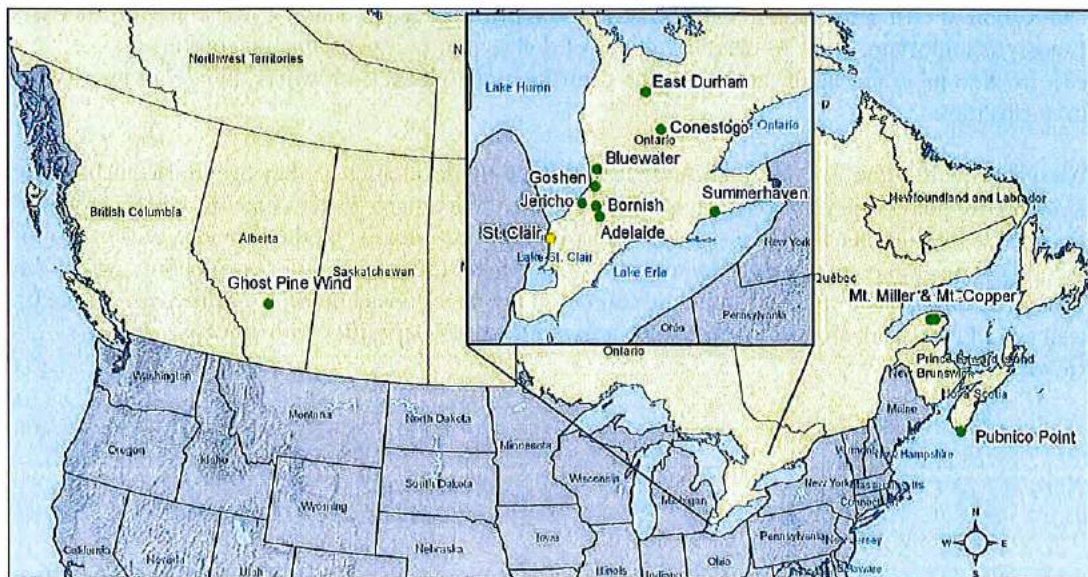


NextEra Energy Resources is the North American leader in energy production from the wind and the sun. The Company derives approximately 95 percent of its electricity from clean and/or renewable fuels such as the wind, sun, natural gas, and nuclear in operations across 26 U.S. States and 4 Canadian Provinces.



**LEGEND:**  
 ● Wind ● Solar ■ NextEra Energy Resources  
 ● Natural Gas ● Oil  
 ● Nuclear  
 Locations with more than one facility are illustrated with a single dot.  
 Data as of December 31, 2014.

In Ontario, the Company has seven wind facilities and two solar facilities in operation, with one additional wind project slated to be operational later in 2015. Over the last several years, we have invested approximately \$2 billion in renewable energy facilities in the Province.



NextEra Canada Development & Acquisitions, Inc.

390 Bay Street, Suite 1720 | Toronto, Ontario M5H 2Y2 | 416 364 9714

We recognize that your community will likely have questions about the proposed project in your municipality. As a company, it is critically important to us to work closely with residents, public officials, and interested stakeholders in the areas in which we are planning or have operating wind facilities. It is our goal to provide you with the most accurate, unbiased, and up-to-date information available to allow you to make informed decisions for your community.

We have discussed a path forward for sharing information with your staff and will be appearing as a delegation before Council in the near future. Our goal is to serve as a resource for you on all matters relating to wind energy and our projects now and in the future. We will be corresponding with your office to confirm our delegation.

Please do not hesitate to contact my colleague Derek Dudek at the contact information below or by email at [derek.dudek@nexteraenergy.com](mailto:derek.dudek@nexteraenergy.com) if you have any questions or concerns.

Sincerely,

A handwritten signature in blue ink that reads "Ben Faiella". The signature is written in a cursive, flowing style.

**Ben Faiella**

Project Manager, Development  
NextEra Canada Development & Acquisitions, Inc.



## Christine Reed

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**From:** Dudek, Derek <Derek.Dudek@nexteraenergy.com>  
**Sent:** March-11-15 9:04 AM  
**To:** Christine Reed  
**Subject:** RE: Northpoint - follow up letter for council  
**Attachments:** ltr-addingtonhighlands\_followup2015-03-03.pdf  
  
**Categories:** Council

Hi Christine,  
See revised letter.

Derek  
519.318.0237

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**From:** Christine Reed [<mailto:clerk@addingtonhighlands.ca>]  
**Sent:** Wednesday, March 11, 2015 8:56 AM  
**To:** Dudek, Derek  
**Subject:** RE: Northpoint - follow up letter for council

This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email.

Hi Derek,

Thank you for the letter and I will ensure that Council receives it. I was wondering if you would like to amend it a little to address it to the Reeve and Members of Council as opposed to Mayor. It's a small detail but one that I know they will pick up on.

Christine

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**From:** Dudek, Derek [<mailto:Derek.Dudek@nexteraenergy.com>]  
**Sent:** March-10-15 1:45 PM  
**To:** Christine Reed  
**Subject:** Northpoint - follow up letter for council

Hi Christine,  
Please find the attached letter for council. The signed original will follow in the mail.

**Derek Dudek** | Community Relations Consultant  
NextEra Energy Canada, ULC  
390 Bay Street, Suite 1720, Toronto Ontario M5H 2Y2  
office: 416.364.9714  
mobile: 519.318.0237  
[derek.dudek@nexteraenergy.com](mailto:derek.dudek@nexteraenergy.com)

March 10, 2015



Reeve and Members of Council  
c/o Christine Reed, Clerk Treasurer  
72 Edward Street,  
PO Box 89  
FLINTON, ON K0H 1P0

Dear Reeve and Members of Council,

We would like to thank you for hosting our delegation to Council on March 2, 2015 to discuss the Northpoint 2 Wind Energy Centre project.

One item to clarify is the matter of property taxes. On slide 15 we indicated approximate taxes of \$225,000. This figure was mistakenly quoted for a 100MW project, whereas the Northpoint 2 project is proposed to include a nameplate capacity of 200MW meaning total approximate annual property taxes would amount to \$450,000.

We will be providing draft agreements to staff in advance of the April 7<sup>th</sup> Council meeting date along with draft resolutions for your consideration.

Please do not hesitate to contact my colleague Derek Dudek at the contact information below or by email at [derek.dudek@nexteraenergy.com](mailto:derek.dudek@nexteraenergy.com) if you have any questions or concerns.

Sincerely,

//Original Signed

**Ben Faiella**  
Project Manager, Development  
NextEra Canada Development & Acquisitions, Inc.

## Christine Reed

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**From:** Patricia Gray <pgray@addingtonhighlands.ca>  
**Sent:** March-25-15 4:35 PM  
**To:** clerk@addingtonhighlands.ca  
**Subject:** FW: Community Vibrancy Agreement  
**Attachments:** Addington Highlands CVA (NextEra Draft 20 Mar 2015).docx; Municipal-Council-Support-Resolution - Addington Highlands.docx; Addington Highlands CVA (NextEra Draft).docx

**From:** Faiella, Benjamin [<mailto:Benjamin.Faiella@nexteraenergy.com>]  
**Sent:** Friday, March 20, 2015 9:51 PM  
**To:** [pgray@addingtonhighlands.ca](mailto:pgray@addingtonhighlands.ca)  
**Cc:** Dudek, Derek; Geneau, Nicole; Wiley, Al; Atkinson, Bronwyn; Greenhouse, Ben  
**Subject:** Community Vibrancy Agreement

Patricia,

Thank you again for meeting with Jason and I earlier this week to review our proposed Community Vibrancy Agreement. It is encouraging to see that this opportunity has been met with a great deal of enthusiasm from within the Addington Highlands community and I'm really looking forward to watching our relationship grow over the coming weeks.

As for the agreement itself, we made a few small formatting updates to the attached version. The two IESO forms are the same.

As we discussed on Tuesday, I would like to set up a call for us to review the agreement again late next week so I can answer any questions you and Christine may have. Is there a particular time that works for you on Thursday or Friday?

Also, please let me know if Council intends to vote on the Municipal Support Resolution on April 7<sup>th</sup>. The support resolution can be passed now and we can continue to work on the Vibrancy Agreement if Council is not prepared to vote on the entire deal.

In the meantime, feel free to contact me with any questions or concerns you may have. Thanks again and have a great weekend!

Respectfully,

Ben Faiella  
Project Manager  
Wind Development – Canada



700 Universe Blvd. FEW/JB  
Juno Beach, Florida 33408  
Office: (561) 304-5237  
Mobile: (561) 373-8136  
[benjamin.faiella@nexteraenergy.com](mailto:benjamin.faiella@nexteraenergy.com)

**COMMUNITY VIBRANCY AGREEMENT**

THIS AGREEMENT (the "**Agreement**") made as of this \_\_\_ day of \_\_\_\_\_, 2015  
(the "**Effective Date**")

**BETWEEN:**

**THE CORPORATION OF THE TOWNSHIP OF ADDINGTON HIGHLANDS**  
(hereinafter referred to as "**Addington Highlands**")

**OF THE FIRST PART**

- and -

**NEXTERA CANADA DEVELOPMENT & ACQUISITIONS, INC.**  
(hereinafter referred to as "**NCDA**")

**OF THE SECOND PART**

(Addington Highlands and NCDA are hereinafter individually referred to as a "**Party**" and collectively referred to as the "**Parties**")

WHEREAS NCDA is participating in the Independent Electricity System Operator's ("**IESO's**") procurement program for large renewable projects (the "**Procurement Program**") pursuant to which the IESO intends to enter into supply contracts with selected proponents for the supply of electricity from renewable generating facilities; and

WHEREAS NCDA proposes to construct a renewable energy generating facility located partially within the boundaries of The Township of Addington Highlands to be known as the Northpoint II Wind Energy Centre ("**Wind Project**") to supply electricity in accordance with any Supply Contract awarded to NCDA pursuant to the Procurement Program; and

WHEREAS the Wind Project is expected to be rated at approximately 200 megawatts and will consist of Wind Turbines, together with the appurtenant equipment, buildings, collection systems, transmission facilities, and access roads (a portion of which will be located within the boundaries of the Township of Addington Highlands); and

WHEREAS Addington Highlands has agreed to provide to NCDA the Municipal Council Support Resolution and the Municipal Agreement principally in the forms attached hereto as Schedules A and B respectively, and any similar forms of agreement prescribed by the IESO from time to time in accordance with the terms of the Procurement Program (collectively, the "**Municipal Support Documents**"); and

WHEREAS in recognition of NCDA's community relations efforts and to compensate Addington Highlands for any potential effect the Wind Project may have, directly or indirectly, on Addington Highlands's infrastructure or its ability to provide services to its residents, NCDA has agreed to provide certain amenities and other assurances to Addington Highlands in accordance with the terms of this agreement.



NOW THEREFORE in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the parties have agreed with each other as follows:

### **PART I - DEFINITIONS**

1. In this Agreement:

- (a) "**Amenity Fee**" means the fee payable by NCDCA to Addington Highlands in accordance with Part III of this Agreement;
- (b) "**Anything of value**" shall have the meaning set forth in Section 16;
- (c) "**Northpoint II Wind Energy Centre**" or the "**Wind Project**" means the proposed renewable energy generating facility and its Wind Turbines, appurtenant equipment, buildings, collection systems, transmission facilities, and access roads to be constructed by NCDCA partly within the Township of Addington Highlands for the purpose of supplying electricity in accordance with a Supply Contract;
- (d) "**Commercial Operation**" means the point in time when the Wind Project is deemed by the terms of the Supply Contract to have achieved commercial operation;
- (e) "**Commercial Operation Date**" has the same meaning as in the IESO Form and means the date on which commercial operation of the Wind Project is attained;
- (f) "**Community Vibrancy Fund**" shall have the meaning set forth in Section 14;
- (g) "**Construction Period**" means the period of time between the start of construction for the Wind Project and six months after the Commercial Operation Date;
- (h) "**Council**" means the Council of Addington Highlands as elected by the community;
- (i) "**Emergency**" means an emergency as defined by the *Emergency Management and Civil Protection Act, R.S.O. 1990*;
- (j) "**Governmental Official**" shall have the meaning set forth in Section 16;
- (k) "**IESO Form**" means the IESO form of supply contract for the Procurement Program;
- (l) "**Municipal Support Documents**" shall have the meaning set forth in the recitals to this Agreement;
- (m) "**Stub Year**" means the period of time between the Commercial Operation Date and December 31<sup>st</sup> of the same year;
- (n) "**Supply Contract**" means a supply contract entered into with the IESO pursuant to the qualification of NCDCA under the Procurement Program;

- (o) **"Wind Turbine"** means a wind driven turbine constructed by NCDA, or any subsidiaries or affiliates of NCDA, as part of the Northpoint II Wind Project; and
- (p) **"year"** means a calendar year.

**PART II-TERM**

2. This Agreement shall become effective on the Effective Date and shall continue for twenty (20) years or the term of any Supply Contract, whichever is less (the **"Term"**), unless earlier terminated pursuant to Sections 18, 37 or 48.

**PART III – MUNICIPAL SUPPORT DOCUMENTS**

3. Addington Highlands shall, within ten (10) business days following receipt of a final draft of any Municipal Support Document(s) from NCDA, deliver two (2) executed original copies of same to NCDA.

**PART IV - AMENITY FEE**

4. Commencing on the Commercial Operation Date and continuing each year during the Term, NCDA shall pay the Amenity Fee to Addington Highlands.

5. The Amenity Fee for a given year shall be (i) the fixed turbine rate of One Thousand Seven Hundred and Fifty Dollars (\$1,750.00) multiplied by the aggregate nameplate capacity expressed in megawatts of the Wind Turbines which are located within Addington Highlands and were operating for at least sixty (60) days during the year, as determined by NCDA, acting reasonably, plus (ii) One Thousand Seven Hundred and Fifty Dollars (\$1,750.00) per km of overhead transmission lines located within rights-of-way owned by Addington Highlands.

6. Notwithstanding the foregoing, the Amenity Fee for a given year shall be reduced by the amount that property taxes levied by Addington Highlands in respect of the Wind Project in that year exceed the previous year's taxes in respect of the Wind Project by more than five percent (5%). The parties further agree that NCDA may from time to time adjust or cancel any Amenity Fee if the economic return from the Wind Project is materially and adversely affected by a change in law or other circumstance beyond the control of NCDA (including, without limitation, any new charges, levies, deductions or taxes that may in the future be charged, applied or assessed by the IESO or any other governmental authority, against the Wind Project (or revenues therefrom) or NCDA or its affiliates in respect of the Wind Project (or revenues therefrom), other than income taxes of general application), and for so long as such material and adverse effect exists. Prior to making its determination of such material adverse effect, NCDA shall:

- (a) engage in meaningful consultation with Addington Highlands;
- (b) provide to Addington Highlands reasonable disclosure of its reasons for considering such adjustment or cancellation; and
- (c) apply a standard of reasonableness to its determination to ensure that such

determination is made in a fair, reasonable and non-arbitrary manner.

7. The Amenity Fee for the Stub Year and the final year of the Term shall be prorated using the percentage that the number of days in the Stub Year or the final year of the Term, as applicable, is to 365.

8. NCDA shall pay the Amenity Fee annually beginning on March 31<sup>st</sup> of the first year following commencement of commercial operations and by each March 31<sup>st</sup> thereafter for the remainder of the Term.

9. If the parties are unable to resolve any dispute between them involving payment of any fees set forth in this Agreement, either party may request that the dispute be submitted first to mediation by an impartial third party to be agreed upon by NCDA and Addington Highlands. If the parties are unable, in good faith, to resolve the dispute through mediation, the dispute shall be submitted to binding arbitration in accordance with the dispute resolution provisions in Part VII of this agreement.

#### **PART V - PERMITS**

10. NCDA shall pay permit fees for all components of the Wind Project, for which a building permit is required, in accordance with the Addington Highlands's permit fee by-laws in effect as of April 7, 2015. For greater clarity, this shall include the Wind Turbines and the maintenance and administration buildings, if any. The parties acknowledge that the amount of the permit fees pursuant to this Section are anticipated to be reasonable charges for the Addington Highlands to administer and enforce the *Building Code Act*. Said fees shall cover the following:

- (a) The cost to review all plans and drawings in support of the application for the permit;
- (b) all inspections of the construction required by the *Building Code Act*;
- (c) the cost to inspect entrance culverts to be installed by NCDA at the entrance onto the property on which the Wind Turbines will be constructed, such culverts to be of a standard specified by and installed to the satisfaction of the Addington Highlands;
- (d) the assigning (but not the installation) of a municipal address for the Wind Turbine; and
- (e) all other efforts reasonably anticipated to be necessary for the issuance of the permit.

11. The Wind Project shall be exempt from payment of any other development charges under any by-law enacted by Council. In the event NCDA is not exempt from the payment of development charges in respect of the Wind Project or is required to pay any increased amount of fees or taxes with respect of the Wind Project, any such payments or increased amounts shall be set off against and deducted from the Amenity Fee required under this Agreement.

12. Addington Highlands agrees to process, review and render a decision on NCDA's permit applications in an expeditious manner and in no case more than the earlier of (i) the timeframe

outlined in Addington Highlands' ordinances; and (ii) thirty (30) days.

13. The commitment by Addington Highlands to expedite the processing of permit applications made by NCDA as referenced above shall not be interpreted as implying any obligation on the part of Addington Highlands to approve such applications or submissions. All permit application and submissions made by NCDA shall be considered by Council or the appropriate administrative officer on their merits at the time the applications or submissions are made. Addington Highlands and NCDA both acknowledge that Addington Highlands cannot enter into any agreement that has the effect of expressly or impliedly fettering the legislative discretion of the current or a future Council and this Agreement is not intended to have that effect.

#### **PART VI - COMMUNITY VIBRANCY FUND**

14. The expenditure of the Amenities Fee by Addington Highlands which forms the subject matter of this Agreement ("**Community Vibrancy Fund**") shall be utilized in any lawful manner by Addington Highlands to support the following:

- (a) Expenditures relating to energy sustainability (i.e. municipal renewable energy systems; vehicle fleet upgrades; building energy-efficiency upgrades; conservation programs);
- (b) land stewardship initiatives (i.e. habitat creation/improvement; tree planting);
- (c) expenditures relating to development and construction of Addington Highlands recreational facilities and community facilities (i.e. arenas, parks, trails);
- (d) expenditures for improvement of community and protective services (i.e. police, fire, healthcare);
- (e) expenditures related to roads, urban infrastructure and community facilities;
- (f) expenditures related to education and job training;
- (g) property tax relief for residents and businesses in the community; or
- (h) other community-related activities sanctioned by Addington Highlands;

15. All proposed expenditures or application of funds from the Community Vibrancy Fund shall require approval by Addington Highlands in a public forum, pursuant to the *Municipal Act* and in accordance with all of Addington Highlands's obligations under Sections 15 through 17.

16. Notwithstanding anything to the contrary herein, Addington Highlands, in its administration of the Community Vibrancy Fund, shall refrain from offering, giving or promising, directly or indirectly, money or anything of value to a Governmental Official to influence the official in his or her official capacity, induce the official to do or omit to do an act in violation of his or her lawful duty, or to secure any improper advantage in order to assist in obtaining or retaining business for or with, or directing business to, any person. For the purposes of this Section 16, "**anything of value**" shall include, but not be limited to, cash or a cash equivalent (including, a "grease", "expediting" or

facilitation payment), discounts, gifts, use of materials, facilities or equipment, entertainment, drinks, meals, transportation, lodging, insurance benefits, or promise of future employment. "Governmental Official" shall mean any official, employee, agent, or representative of any Canadian, state, federal, provincial, municipal, local or tribal government or any instrumentality thereof; any official, employee, agent, or representative of any government-owned or government-controlled enterprise, any foreign public administration or publicly funded organization, any public international organization, or any political party; any candidates for public office or political parties; or any relatives or close family/household members of any of those listed above. It being hereby agreed that a breach by either party of this Section 16 shall constitute a fundamental breach of this Agreement.

17. In regards to the receipt and administration of the Amenities Fees received from NCDCA to the Community Vibrancy Fund, Addington Highlands shall, at a minimum, institute the following process and procedures:

- (a) Make and keep books, records, and accounts, which, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the Amenities Fees received from NCDCA; and
- (b) devise and maintain a system of internal accounting controls sufficient to provide reasonable assurances that:
  - (i) transactions are executed in accordance with Addington Highlands's general or specific authorization;
  - (ii) transactions are recorded as necessary (a) to permit preparation of financial statements in conformity with generally accepted accounting principles or any other criteria applicable to such statements, and (b) to maintain accountability for all payments received;
  - (iii) access to the fund and all payments held therein is permitted only in accordance with Addington Highlands's general or specific authorization; and
  - (iv) the recorded accountability for all such payments held in the fund is compared with the existing fund balance at reasonable intervals and appropriate action is taken with respect to any differences.

18. Upon reasonable notice to Addington Highlands, NCDCA shall have the right to: (i) inspect and audit (at NCDCA's sole cost and expense) all records created and maintained which relate to the transactions undertaken by Addington Highlands with regard to the Community Vibrancy Fund; and (ii) receive annual audited financial statements of Addington Highlands, prepared by an independent third party in accordance with the *Municipal Act*. Notwithstanding any other provision of this Agreement to the contrary, NCDCA shall have the right to terminate this Agreement in the event of any breach of Sections 14 through 18 of this Agreement.

#### **PART VII - DISPUTE RESOLUTION**

19. In the event that either Party provides the other Party with written notice of a dispute regarding the interpretation or implementation of this Agreement (a "Dispute") then both Parties shall use

their best efforts to settle the Dispute by consulting and negotiating with each other in good faith to reach a solution satisfactory to both Parties. If the parties are unable to resolve any dispute between them, either party may request that the dispute be submitted first to mediation by an impartial third party to be agreed upon by NCDA and Addington Highlands. If the parties are unable, in good faith, to resolve the dispute through mediation, within sixty (60) days following receipt of the said notice, then either Party may provide written notice to the other Party (the "**Arbitration Notice**") requiring resolution by arbitration and thereafter the Dispute shall be referred to arbitration in accordance with the provisions of the *Arbitration Act, 1991*.

20. This Section sets out the rules and procedures that shall govern any matter that may be arbitrated between the parties in accordance with the terms of this Agreement. If a party has the right to request that a matter be submitted to arbitration, the party may commence the arbitration by delivering a written request to the other party setting out the issue that the party requests be submitted to arbitration and the section of this agreement that entitles the party to request that the matter be resolved by arbitration, and thereafter the matter shall be submitted to arbitration pursuant to the *Arbitrations Act*, or any applicable successor legislation, and the decision of the arbitrator or, if more than one, the decision of a majority shall be final and binding on the parties with no right of appeal on a question of law, fact or mixed law and fact.

21. Where a party requests a matter be submitted to arbitration, the matter shall be decided by a single arbitrator acceptable to the parties, unless either party notifies the other that the former wishes the matter be decided by a Board of Arbitration, in which case each party may appoint one member to the Board of Arbitration and the two members appointed by the parties shall appoint the third member who shall act as Chair. The arbitration shall be conducted in English and shall take place in London, Ontario,

22. Notwithstanding anything to the contrary herein, the arbitrator will not have any power to alter or change any provisions of this Agreement or to impose any new provisions to this Agreement or to substitute any new provisions for any existing provisions or to give any decision inconsistent with the terms and provisions of this Agreement.

23. Each party shall pay its own costs of the arbitration and shall share equally the costs of the arbitrator and any incidental expenses.

#### **PART VIII - ASSIGNMENT**

26. No consent shall be required for NCDA to assign this Agreement to an affiliated or successor entity, or for purposes of securing indebtedness or other obligations respecting the NCDA Wind Project. Addington Highlands acknowledges that a change in control of NCDA shall not be considered an assignment of this Agreement or of any of NCDA's rights and obligations under this Agreement.

27. For greater certainty, NCDA shall be entitled to assign this Agreement and all of its rights thereunder without the consent of Addington Highlands to NCDA's lenders ("**Secured Parties**" or "**Secured Party**" as applicable) as security for NCDA's obligations to such Secured Parties which shall be further entitled to assign this Agreement and the NCDA's rights thereunder in connection with an enforcement of their security. Addington Highlands hereby agrees to execute and deliver an acknowledgement and consent agreement in favour of any applicable Secured Party or assignee thereof, granting and confirming the rights and remedies in this Agreement and to enter into any

other reasonable agreements with the Secured Party, as may reasonably be required by NCDA in order to obtain financing from the Secured Party

28. If NCDA proposes to sell, convey, transfer, assign, lease or otherwise dispose of its ownership or control of the Northpoint II Wind Project, or to make a bulk sale of NCDA's assets within the provisions of the *Bulk Sales Act*, NCDA covenants and agrees to notify Addington Highlands sixty (60) days following said change.

29. NCDA agrees to provide, following any such change, an acknowledgement from any transferee, lessee, or assignee that it has written notice of and acknowledges this Agreement, and agrees to be fully bound by and to perform the duties and obligations of NCDA hereunder in the same manner as if such person was an original signatory to this Agreement.

#### **PART IX - GENERAL**

30. All invoices, notices and communications to NCDA in connection with this Agreement shall be addressed to the party at:

NextEra Canada Development & Acquisitions, Inc.  
ATTN: Business Management  
390 Bay Street, Suite 1720  
Toronto, ON M5H 2Y2  
Phone (416) 364-9714

With a copy to:

NextEra Canada Development & Acquisitions, Inc.  
ATTN: General Counsel  
700 Universe Blvd. LAW/JB  
Juno Beach, Florida 33408  
Phone (561) 691-2359

31. All invoices, notices and communications to Addington Highlands in connection with this Agreement shall be addressed to:

The Township of Addington Highlands  
72 Edward Street  
PO Box 89  
Flinton, ON K0H 1P0  
Phone (613) 336-2286

32. Any invoice, notices or other communication required or permitted to be given or made under this Agreement shall be in writing, and shall be properly given or made if:

- (a) Delivered in person during normal business hours left with the addressee or any other responsible employee at the relevant address set out herein, or
- (b) telexed, telecopied or sent by other means of recorded electronic communication provided receipt thereof is electronically confirmed.



33. Any party to this Agreement may from time to time change its address for notice by giving notice to the other party in the manner as herein provided.

34. No amendment to this Agreement shall be permitted, except by the written mutual consent of both parties, and any amendment shall be in writing.

35. The mere failure of either party to give notice to the other of the breach or non-fulfillment of any provision of this Agreement shall not constitute acceptance of the breach or non-fulfillment.

36. The acceptance of a breach or non-fulfillment of any provision of this Agreement shall not constitute acceptance of a further breach or non-fulfillment of either the same provision, or any other provision of this Agreement.

37. Notwithstanding anything to the contrary herein, either party may, by written notice of default to the other, terminate this Agreement in whole or in part if the defaulting party violates any representation herein or fails to perform any of its responsibilities as set forth in this Agreement or any extension hereof. The non-defaulting party's right to terminate this Agreement may be exercised if the defaulting party does not cure such violation or failure (if the violation or failure is capable of cure) within thirty (30) days following receipt of the default notice from the non-defaulting party specifying the violation or failure.

38. This Agreement shall be governed by and interpreted in accordance with the laws of Canada and the Province of Ontario.

39. Time shall be of the essence in this Agreement.

40. This Agreement constitutes the entire agreement or understanding between the parties with respect to the subject matter hereof and supersedes all prior negotiations and documents in relation thereto.

41. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be determined by judicial order or decision to be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall be enforced to the fullest extent permitted by law.

42. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

43. Whenever in this Agreement the approval or consent of either party is required or contemplated, unless otherwise specified, such approval or consent shall not be unreasonably withheld or delayed.

44. This Agreement shall inure to the benefit of Addington Highlands and NCD, and their respective successors and assigns.

45. The Parties hereby acknowledge and agree that the entering into this Agreement constitutes good and valuable consideration for the performance and enforceability of the respective covenants

and obligations of each Party contained in this Agreement.

46. It is understood, acknowledged and agreed that nothing contained in this Agreement nor any acts of the Parties will constitute or be deemed to constitute the Parties as partners, joint-venturers or principal and agent in any way or for any purpose. No provision of this Agreement is intended to confer any rights, benefits, remedies, obligations or liabilities hereunder upon any person other than the Parties and their respective successors and assigns.

47. The Parties agree that, notwithstanding anything contained in this Agreement, each Party's liability to any other Party in connection with this Agreement will be limited to direct damages and will exclude any other liability, including without limitation, liability for special, indirect, punitive or consequential damages in contract, tort, warranty, equity, strict liability or otherwise.

48. NCDA shall have the right to terminate this Agreement if it is not awarded a Supply Contract under the IESO's Procurement Program.

**IN WITNESS WHEREOF** The Parties have cause this Agreement to be executed their duly authorized representatives to be effective as of the Effective Date.

**THE CORPORATION OF THE TOWNSHIP  
OF ADDINGTON HIGHLANDS**

\_\_\_\_\_  
Per:

\_\_\_\_\_  
Per:

**NEXTERA CANADA DEVELOPMENT &  
ACQUISITIONS, INC.**

\_\_\_\_\_  
Per:

Schedule A  
Municipal Council Support Resolution  
[attach]

**Schedule B**  
**Municipal Agreement**  
**[attach]**

**COMMUNITY VIBRANCY AGREEMENT**

THIS AGREEMENT (the "**Agreement**") made as of this \_\_\_\_ day of \_\_\_\_\_, 2015  
(the "**Effective Date**")

**BETWEEN:**

**THE CORPORATION OF THE TOWNSHIP OF ADDINGTON HIGHLANDS**  
(hereinafter referred to as "**Addington Highlands**")

**OF THE FIRST PART**

- and -

**NEXTERA CANADA DEVELOPMENT & ACQUISITIONS, INC.**  
(hereinafter referred to as "**NCDA**")

**OF THE SECOND PART**

(Addington Highlands and NCDA are hereinafter individually referred to as a "**Party**" and collectively referred to as the "**Parties**")

WHEREAS NCDA is participating in the Independent Electricity System Operator's ("**IESO's**") procurement program for large renewable projects (the "**Procurement Program**") pursuant to which the IESO intends to enter into supply contracts with selected proponents for the supply of electricity from renewable generating facilities; and

WHEREAS NCDA proposes to construct a renewable energy generating facility located partially within the boundaries of The Township of Addington Highlands to be known as the Northpoint II Wind Energy Centre (the "**Wind Project**") to supply electricity in accordance with any Supply Contract awarded to NCDA pursuant to the Procurement Program; and

WHEREAS the Wind Project is expected to be rated at approximately 200 megawatts and will consist of Wind Turbines, together with the appurtenant equipment, buildings, collection systems, transmission facilities, and access roads (a portion of which will be located within the boundaries of the Township of Addington Highlands); and

WHEREAS Addington Highlands has agreed to provide to NCDA the Municipal Council Support Resolution and the Municipal Agreement principally in the forms attached hereto as Schedules A and B respectively, and any similar forms of agreement prescribed by the IESO from time to time in accordance with the terms of the Procurement Program (collectively, the "**Municipal Support Documents**"); and

WHEREAS in recognition of NCDA's community relations efforts and to compensate Addington Highlands for any potential effect the Wind Project may have, directly or indirectly, on Addington Highlands's infrastructure or its ability to provide services to its residents, NCDA has agreed to provide certain amenities and other assurances to Addington Highlands in accordance with the terms of this agreement.

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the parties have agreed with each other as follows:

### **PART I - DEFINITIONS**

1. In this Agreement:

- (a) "**Amenity Fee**" means the fee payable by NCDA to Addington Highlands in accordance with Part III of this Agreement;
- (b) "**Anything of value**" shall have the meaning set forth in Section 16;
- (c) "**Commercial Operation**" means the point in time when the Wind Project is deemed by the terms of the Supply Contract to have achieved commercial operation;
- (d) "**Commercial Operation Date**" has the same meaning as in the IESO Form and means the date on which commercial operation of the Wind Project is attained;
- (e) "**Community Vibrancy Fund**" shall have the meaning set forth in Section 14;
- (f) "**Construction Period**" means the period of time between the start of construction for the Wind Project and six months after the Commercial Operation Date;
- (g) "**Council**" means the Council of Addington Highlands as elected by the community;
- (h) "**Emergency**" means an emergency as defined by the *Emergency Management and Civil Protection Act*, R.S.O. 1990;
- (i) "**Governmental Official**" shall have the meaning set forth in Section 16;
- (j) "**IESO Form**" means the IESO form of supply contract for the Procurement Program;
- (k) "**Municipal Support Documents**" shall have the meaning set forth in the recitals to this Agreement;
- (l) "**Stub Year**" means the period of time between the Commercial Operation Date and December 31<sup>st</sup> of the same year;
- (m) "**Supply Contract**" means a supply contract entered into with the IESO pursuant to the qualification of NCDA under the Procurement Program;
- (n) "**Wind Project**" shall have the meaning set forth in the recitals to this Agreement;
- (o) "**Wind Turbine**" means a wind driven turbine constructed by NCDA, or any subsidiaries or affiliates of NCDA, as part of the Northpoint II Wind Project; and
- (p) "**year**" means a calendar year.

## **PART II-TERM**

2. This Agreement shall become effective on the Effective Date and shall continue for twenty (20) years or the term of any Supply Contract, whichever is less (the "Term"), unless earlier terminated pursuant to Sections 18, 37 or 48.

## **PART III – MUNICIPAL SUPPORT DOCUMENTS**

3. Addington Highlands shall, within ten (10) business days following receipt of a final draft of any Municipal Support Document(s) from NCDA, deliver two (2) executed original copies of same to NCDA.

## **PART IV - AMENITY FEE**

4. Commencing on the Commercial Operation Date and continuing each year during the Term, NCDA shall pay the Amenity Fee to Addington Highlands.

5. The Amenity Fee for a given year shall be (i) the fixed turbine rate of One Thousand Seven Hundred and Fifty Dollars (\$1,750.00) multiplied by the aggregate nameplate capacity expressed in megawatts of the Wind Turbines which are located within Addington Highlands and were operating for at least sixty (60) days during the year, as determined by NCDA, acting reasonably, plus (ii) One Thousand Seven Hundred and Fifty Dollars (\$1,750.00) per km of overhead transmission lines located within rights-of-way owned by Addington Highlands.

6. Notwithstanding the foregoing, the Amenity Fee for a given year shall be reduced by the amount that property taxes levied by Addington Highlands in respect of the Wind Project in that year exceed the previous year's taxes in respect of the Wind Project by more than five percent (5%). The parties further agree that NCDA may from time to time adjust or cancel any Amenity Fee if the economic return from the Wind Project is materially and adversely affected by a change in law or other circumstance beyond the control of NCDA (including, without limitation, any new charges, levies, deductions or taxes that may in the future be charged, applied or assessed by the IESO or any other governmental authority, against the Wind Project (or revenues therefrom) or NCDA or its affiliates in respect of the Wind Project (or revenues therefrom), other than income taxes of general application), and for so long as such material and adverse effect exists. Prior to making its determination of such material adverse effect, NCDA shall:

- (a) engage in meaningful consultation with Addington Highlands;
- (b) provide to Addington Highlands reasonable disclosure of its reasons for considering such adjustment or cancellation; and
- (c) apply a standard of reasonableness to its determination to ensure that such determination is made in a fair, reasonable and non-arbitrary manner.

7. The Amenity Fee for the Stub Year and the final year of the Term shall be prorated using the percentage that the number of days in the Stub Year or the final year of the Term, as applicable, is to 365.



8. NCD A shall pay the Amenity Fee annually beginning on March 31<sup>st</sup> of the first year following commencement of commercial operations and by each March 31<sup>st</sup> thereafter for the remainder of the Term.

9. If the parties are unable to resolve any dispute between them involving payment of any fees set forth in this Agreement, either party may request that the dispute be submitted first to mediation by an impartial third party to be agreed upon by NCD A and Addington Highlands. If the parties are unable, in good faith, to resolve the dispute through mediation, the dispute shall be submitted to binding arbitration in accordance with the dispute resolution provisions in Part VII of this agreement.

#### **PART V - PERMITS**

10. NCD A shall pay permit fees for all components of the Wind Project, for which a building permit is required, in accordance with the Addington Highlands's permit fee by-laws in effect as of April 7, 2015. For greater clarity, this shall include the Wind Turbines and the maintenance and administration buildings, if any. The parties acknowledge that the amount of the permit fees pursuant to this Section are anticipated to be reasonable charges for the Addington Highlands to administer and enforce the *Building Code Act*. Said fees shall cover the following:

- (a) The cost to review all plans and drawings in support of the application for the permit;
- (b) all inspections of the construction required by the *Building Code Act*;
- (c) the cost to inspect entrance culverts to be installed by NCD A at the entrance onto the property on which the Wind Turbines will be constructed, such culverts to be of a standard specified by and installed to the satisfaction of the Addington Highlands;
- (d) the assigning (but not the installation) of a municipal address for the Wind Turbine; and
- (e) all other efforts reasonably anticipated to be necessary for the issuance of the permit.

11. The Wind Project shall be exempt from payment of any other development charges under any by-law enacted by Council. In the event NCD A is not exempt from the payment of development charges in respect of the Wind Project or is required to pay any increased amount of fees or taxes with respect of the Wind Project, any such payments or increased amounts shall be set off against and deducted from the Amenity Fee required under this Agreement.

12. Addington Highlands agrees to process, review and render a decision on NCD A's permit applications in an expeditious manner and in no case more than the earlier of (i) the timeframe outlined in Addington Highlands' ordinances; and (ii) thirty (30) days.

13. The commitment by Addington Highlands to expedite the processing of permit applications made by NCD A as referenced above shall not be interpreted as implying any obligation on the part of Addington Highlands to approve such applications or submissions. All permit application and submissions made by NCD A shall be considered by Council or the appropriate administrative officer

on their merits at the time the applications or submissions are made. Addington Highlands and NCDA both acknowledge that Addington Highlands cannot enter into any agreement that has the effect of expressly or impliedly fettering the legislative discretion of the current or a future Council and this Agreement is not intended to have that effect.

#### **PART VI - COMMUNITY VIBRANCY FUND**

14. The expenditure of the Amenities Fee by Addington Highlands which forms the subject matter of this Agreement ("**Community Vibrancy Fund**") shall be utilized in any lawful manner by Addington Highlands to support the following:

- (a) Expenditures relating to energy sustainability (i.e. municipal renewable energy systems; vehicle fleet upgrades; building energy-efficiency upgrades; conservation programs);
- (b) land stewardship initiatives (i.e. habitat creation/improvement; tree planting);
- (c) expenditures relating to development and construction of Addington Highlands recreational facilities and community facilities (i.e. arenas, parks, trails);
- (d) expenditures for improvement of community and protective services (i.e. police, fire, healthcare);
- (e) expenditures related to roads, urban infrastructure and community facilities;
- (f) expenditures related to education and job training;
- (g) property tax relief for residents and businesses in the community; or
- (h) other community-related activities sanctioned by Addington Highlands;

15. All proposed expenditures or application of funds from the Community Vibrancy Fund shall require approval by Addington Highlands in a public forum, pursuant to the *Municipal Act* and in accordance with all of Addington Highlands's obligations under Sections 15 through 17.

16. Notwithstanding anything to the contrary herein, Addington Highlands, in its administration of the Community Vibrancy Fund, shall refrain from offering, giving or promising, directly or indirectly, money or anything of value to a Governmental Official to influence the official in his or her official capacity, induce the official to do or omit to do an act in violation of his or her lawful duty, or to secure any improper advantage in order to assist in obtaining or retaining business for or with, or directing business to, any person. For the purposes of this Section 16, "**anything of value**" shall include, but not be limited to, cash or a cash equivalent (including, a "grease", "expediting" or facilitation payment), discounts, gifts, use of materials, facilities or equipment, entertainment, drinks, meals, transportation, lodging, insurance benefits, or promise of future employment. "**Governmental Official**" shall mean any official, employee, agent, or representative of any Canadian, state, federal, provincial, municipal, local or tribal government or any instrumentality thereof; any official, employee, agent, or representative of any government-owned or government-controlled enterprise, any foreign public administration or publicly funded organization, any public international

organization, or any political party; any candidates for public office or political parties; or any relatives or close family/household members of any of those listed above. It being hereby agreed that a breach by either party of this Section 16 shall constitute a fundamental breach of this Agreement.

17. In regards to the receipt and administration of the Amenities Fees received from NCDA to the Community Vibrancy Fund, Addington Highlands shall, at a minimum, institute the following process and procedures:

- (a) Make and keep books, records, and accounts, which, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the Amenities Fees received from NCDA; and
- (b) devise and maintain a system of internal accounting controls sufficient to provide reasonable assurances that:
  - (i) transactions are executed in accordance with Addington Highlands's general or specific authorization;
  - (ii) transactions are recorded as necessary (a) to permit preparation of financial statements in conformity with generally accepted accounting principles or any other criteria applicable to such statements, and (b) to maintain accountability for all payments received;
  - (iii) access to the fund and all payments held therein is permitted only in accordance with Addington Highlands's general or specific authorization; and
  - (iv) the recorded accountability for all such payments held in the fund is compared with the existing fund balance at reasonable intervals and appropriate action is taken with respect to any differences.

18. Upon reasonable notice to Addington Highlands, NCDA shall have the right to: (i) inspect and audit (at NCDA's sole cost and expense) all records created and maintained which relate to the transactions undertaken by Addington Highlands with regard to the Community Vibrancy Fund; and (ii) receive annual audited financial statements of Addington Highlands, prepared by an independent third party in accordance with the *Municipal Act*. Notwithstanding any other provision of this Agreement to the contrary, NCDA shall have the right to terminate this Agreement in the event of any breach of Sections 14 through 18 of this Agreement.

#### **PART VII - DISPUTE RESOLUTION**

19. In the event that either Party provides the other Party with written notice of a dispute regarding the interpretation or implementation of this Agreement (a "**Dispute**") then both Parties shall use their best efforts to settle the Dispute by consulting and negotiating with each other in good faith to reach a solution satisfactory to both Parties. If the parties are unable to resolve any dispute between them, either party may request that the dispute be submitted first to mediation by an impartial third party to be agreed upon by NCDA and Addington Highlands. If the parties are unable, in good faith, to resolve the dispute through mediation, within sixty (60) days following receipt of the said notice, then either Party may provide written notice to the other Party (the "**Arbitration Notice**") requiring

resolution by arbitration and thereafter the Dispute shall be referred to arbitration in accordance with the provisions of the *Arbitration Act, 1991*.

20. This Section sets out the rules and procedures that shall govern any matter that may be arbitrated between the parties in accordance with the terms of this Agreement. If a party has the right to request that a matter be submitted to arbitration, the party may commence the arbitration by delivering a written request to the other party setting out the issue that the party requests be submitted to arbitration and the section of this agreement that entitles the party to request that the matter be resolved by arbitration, and thereafter the matter shall be submitted to arbitration pursuant to the *Arbitrations Act*, or any applicable successor legislation, and the decision of the arbitrator or, if more than one, the decision of a majority shall be final and binding on the parties with no right of appeal on a question of law, fact or mixed law and fact.

21. Where a party requests a matter be submitted to arbitration, the matter shall be decided by a single arbitrator acceptable to the parties, unless either party notifies the other that the former wishes the matter be decided by a Board of Arbitration, in which case each party may appoint one member to the Board of Arbitration and the two members appointed by the parties shall appoint the third member who shall act as Chair. The arbitration shall be conducted in English and shall take place in London, Ontario,

22. Notwithstanding anything to the contrary herein, the arbitrator will not have any power to alter or change any provisions of this Agreement or to impose any new provisions to this Agreement or to substitute any new provisions for any existing provisions or to give any decision inconsistent with the terms and provisions of this Agreement.

23. Each party shall pay its own costs of the arbitration and shall share equally the costs of the arbitrator and any incidental expenses.

#### **PART VIII - ASSIGNMENT**

26. No consent shall be required for NCDA to assign this Agreement to an affiliated or successor entity, or for purposes of securing indebtedness or other obligations respecting the NCDA Wind Project. Addington Highlands acknowledges that a change in control of NCDA shall not be considered an assignment of this Agreement or of any of NCDA's rights and obligations under this Agreement.

27. For greater certainty, NCDA shall be entitled to assign this Agreement and all of its rights thereunder without the consent of Addington Highlands to NCDA's lenders ("**Secured Parties**" or "**Secured Party**" as applicable) as security for NCDA's obligations to such Secured Parties which shall be further entitled to assign this Agreement and the NCDA's rights thereunder in connection with an enforcement of their security. Addington Highlands hereby agrees to execute and deliver an acknowledgement and consent agreement in favour of any applicable Secured Party or assignee thereof, granting and confirming the rights and remedies in this Agreement and to enter into any other reasonable agreements with the Secured Party, as may reasonably be required by NCDA in order to obtain financing from the Secured Party

28. If NCDA proposes to sell, convey, transfer, assign, lease or otherwise dispose of its ownership or control of the Northpoint II Wind Project, or to make a bulk sale of NCDA's assets within the provisions of the *Bulk Sales Act*, NCDA covenants and agrees to notify Addington Highlands sixty (60)

days following said change.

29. NCDA agrees to provide, following any such change, an acknowledgement from any transferee, lessee, or assignee that it has written notice of and acknowledges this Agreement, and agrees to be fully bound by and to perform the duties and obligations of NCDA hereunder in the same manner as if such person was an original signatory to this Agreement.

#### **PART IX - GENERAL**

30. All invoices, notices and communications to NCDA in connection with this Agreement shall be addressed to the party at:

NextEra Canada Development & Acquisitions, Inc.  
ATTN: Business Management  
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Phone (416) 364-9714

With a copy to:

NextEra Canada Development & Acquisitions, Inc.  
ATTN: General Counsel  
700 Universe Blvd. LAW/JB  
Juno Beach, Florida 33408  
Phone (561) 691-2359

31. All invoices, notices and communications to Addington Highlands in connection with this Agreement shall be addressed to:

The Township of Addington Highlands  
72 Edward Street  
PO Box 89  
Flinton, ON K0H 1P0  
Phone (613) 336-2286

32. Any invoice, notices or other communication required or permitted to be given or made under this Agreement shall be in writing, and shall be properly given or made if:

- (a) Delivered in person during normal business hours left with the addressee or any other responsible employee at the relevant address set out herein, or
- (b) telexed, telecopied or sent by other means of recorded electronic communication provided receipt thereof is electronically confirmed.

33. Any party to this Agreement may from time to time change its address for notice by giving notice to the other party in the manner as herein provided.

34. No amendment to this Agreement shall be permitted, except by the written mutual consent of

both parties, and any amendment shall be in writing.

35. The mere failure of either party to give notice to the other of the breach or non-fulfillment of any provision of this Agreement shall not constitute acceptance of the breach or non-fulfillment.

36. The acceptance of a breach or non-fulfillment of any provision of this Agreement shall not constitute acceptance of a further breach or non-fulfillment of either the same provision, or any other provision of this Agreement.

37. Notwithstanding anything to the contrary herein, either party may, by written notice of default to the other, terminate this Agreement in whole or in part if the defaulting party violates any representation herein or fails to perform any of its responsibilities as set forth in this Agreement or any extension hereof. The non-defaulting party's right to terminate this Agreement may be exercised if the defaulting party does not cure such violation or failure (if the violation or failure is capable of cure) within thirty (30) days following receipt of the default notice from the non-defaulting party specifying the violation or failure.

38. This Agreement shall be governed by and interpreted in accordance with the laws of Canada and the Province of Ontario.

39. Time shall be of the essence in this Agreement.

40. This Agreement constitutes the entire agreement or understanding between the parties with respect to the subject matter hereof and supersedes all prior negotiations and documents in relation thereto.

41. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be determined by judicial order or decision to be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall be enforced to the fullest extent permitted by law.

42. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

43. Whenever in this Agreement the approval or consent of either party is required or contemplated, unless otherwise specified, such approval or consent shall not be unreasonably withheld or delayed.

44. This Agreement shall inure to the benefit of Addington Highlands and NCDA, and their respective successors and assigns.

45. The Parties hereby acknowledge and agree that the entering into this Agreement constitutes good and valuable consideration for the performance and enforceability of the respective covenants and obligations of each Party contained in this Agreement.

46. It is understood, acknowledged and agreed that nothing contained in this Agreement nor any acts of the Parties will constitute or be deemed to constitute the Parties as partners, joint-venturers or principal and agent in any way or for any purpose. No provision of this Agreement is intended to

confer any rights, benefits, remedies, obligations or liabilities hereunder upon any person other than the Parties and their respective successors and assigns.

47. The Parties agree that, notwithstanding anything contained in this Agreement, each Party's liability to any other Party in connection with this Agreement will be limited to direct damages and will exclude any other liability, including without limitation, liability for special, indirect, punitive or consequential damages in contract, tort, warranty, equity, strict liability or otherwise.

48. NCDCA shall have the right to terminate this Agreement if it is not awarded a Supply Contract under the IESO's Procurement Program.

**IN WITNESS WHEREOF** The Parties have cause this Agreement to be executed their duly authorized representatives to be effective as of the Effective Date.

**THE CORPORATION OF THE TOWNSHIP  
OF ADDINGTON HIGHLANDS**

\_\_\_\_\_  
Per:

\_\_\_\_\_  
Per:

**NEXTERA CANADA DEVELOPMENT &  
ACQUISITIONS, INC.**

\_\_\_\_\_  
Per:



Schedule A  
Municipal Council Support Resolution  
[attach]

**Schedule B**  
**Municipal Agreement**  
**[attach]**

## Christine Reed

---

**From:** Patricia Gray <pgray@addingtonhighlands.ca>  
**Sent:** May-12-15 11:43 AM  
**To:** clerk@addingtonhighlands.ca; HENRY HOGG; Helen Yanch ehynch@gmail.com; Bill Cox; tonygailfritsch@sympatico.ca; kbthompson04@hotmail.com  
**Subject:** FW: Northpoint - open house  
**Categories:** Wind Project

Hello,

Please see the Open House information below.

I am sorry I did not forward this on Friday, I planned to send it to everyone and forgot.

Thanks, Patricia

---

**From:** Dudek, Derek [<mailto:Derek.Dudek@nexteraenergy.com>]  
**Sent:** Friday, May 08, 2015 11:03 AM  
**To:** [pgray@addingtonhighlands.ca](mailto:pgray@addingtonhighlands.ca)  
**Subject:** Northpoint - open house

Hi Patricia,

Just wanted to confirm we've booked the public open house as follows:

**Denbigh Township Hall**  
**#222 Hwy 28**  
**Denbigh, Ontario**  
**Friday June 5, 2015**  
**from 5:00 PM to 8:00 PM.**

**Derek Dudek** | Community Relations Consultant  
**NextEra** Energy Canada, LP  
390 Bay Street, Suite 1720, Toronto Ontario M5H 2Y2  
office: 416.364.9714 ext 5663  
mobile: 519.318.0237  
[derek.dudek@nexteraenergy.com](mailto:derek.dudek@nexteraenergy.com)

## Christine Reed

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**From:** Faiella, Benjamin <Benjamin.Faiella@nexteraenergy.com>  
**Sent:** May-29-15 10:34 AM  
**To:** Patricia Gray; clerk@addingtonhighlands.ca  
**Cc:** Dudek, Derek  
**Subject:** RE: Northpoint II Wind Project

**Categories:** Wind Project

Christine and Patricia,

Thank you for taking the time to speak with us on Wednesday regarding the potential for Council to delay voting on our agreements until August 4th, instead of June 15th. It is our understanding that the purpose of the delay is to allow Council to make a more informed decision and to speak with or visit a municipality in which NextEra is currently operating a wind energy project.

Taking Council's concerns into consideration, we would like to propose the following course of action. Rather than delay the vote now, we request that Council wait until June 15th to make that decision. This will allow Council to use the contact information provided in our answers yesterday to speak with other municipalities, observe the open house meeting in Denbigh on June 5th, and present any remaining questions to our team at the Council meeting on June 8th. If Council believes that they need more time to make a decision during the June 15th meeting, we request the vote be delayed to the July 7th Council meeting or to a special Council meeting prior to July 20th. This will allow us adequate time to factor your decision into our project evaluation process in preparation for our bid submission in August. We are committed to working with Council following our submission and hope that any subsequent matters that arise can continue to be addressed on an ongoing basis as they have to date.

In the meantime, please let us know if you would like our assistance facilitating a visit to one of our operating wind energy centres or in arranging a meeting with one of the municipality's we suggested.

Respectfully,

Ben Faiella  
Project Manager  
Wind Development – Canada



700 Universe Blvd. FEW/JB  
Juno Beach, Florida 33408  
Office: (561) 304-5237  
Mobile: (561) 373-8136  
[benjamin.faiella@nexteraenergy.com](mailto:benjamin.faiella@nexteraenergy.com)

---

**From:** Patricia Gray [<mailto:pgray@addingtonhighlands.ca>]  
**Sent:** Wednesday, May 27, 2015 10:18 AM  
**To:** Dudek, Derek; Faiella, Benjamin  
**Subject:** Northpoint II Wind Project

This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email.

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Hi,

In the event that Council is unable to make a decision on Municipal Support by the June 15<sup>th</sup> date but rather make the decision August 4<sup>th</sup>; would that pose any issues?

Thanks,

*Patricia Gray*

Planning & Development Administrative Assistant

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Township of Addington Highlands  
P.O.Box 89, 72 Edward Street  
Flinton ON K0H 1P0  
Tel. 613-336-2286, ext 202  
Fax. 613-336-2847



## Christine Reed

---

**From:** Faiella, Benjamin <Benjamin.Faiella@nexteraenergy.com>  
**Sent:** June-01-15 10:59 AM  
**To:** Patricia Gray  
**Cc:** Rickel, Adam; Greenhouse, Ben; clerk@addingtonhighlands.ca; Dudek, Derek  
**Subject:** RE: Northpoint II - Comments regarding East Durham  
**Attachments:** NextEra Letter to Addington Highlands\_June 1 2015.pdf

Patricia,

Thank you for asking for our feedback regarding the East Durham correspondence you received. East Durham's Project Director, Adam Rickel, has prepared a letter (attached) in response to your request. Please let us know if you have any other questions or would like to discuss further.

Respectfully,

Ben Faiella  
Project Manager  
Wind Development – Canada



700 Universe Blvd. FEW/JB  
Juno Beach, Florida 33408  
Office: (561) 304-5237  
Mobile: (561) 373-8136  
[benjamin.faiella@nexteraenergy.com](mailto:benjamin.faiella@nexteraenergy.com)

---

**From:** Patricia Gray [<mailto:pgray@addingtonhighlands.ca>]  
**Sent:** Thursday, May 28, 2015 11:40 AM  
**To:** Dudek, Derek; Faiella, Benjamin  
**Subject:** Northpoint II - Comments regarding East Durham

This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email.

Hi Derek and Ben,  
Please find attached correspondence from someone in East Durham, could you provide some feedback on these comments.  
Thanks,

*Patricia Gray*  
Planning & Development Administrative Assistant

Township of Addington Highlands  
P.O.Box 89, 72 Edward Street

Flinton ON K0H 1P0  
Tel. 613-336-2286, ext 202  
Fax. 613-336-2847

# East Durham Wind, LP

June 1, 2015

Patricia Gray  
Planning & Development Administrative Assistant  
Township of Addington Highlands  
P.O. Box 89, 72 Edward Street  
Flinton, ON K0H 1P0

Dear Ms. Gray:

I am East Durham Wind, LP's Project Director for our East Durham Wind Energy Centre ("East Durham" and/or the "project"). I am writing in response to a letter that Addington Highlands received on Thursday, May 28, 2015 regarding the project. We are disappointed to see such negative comments expressed by this individual regarding our project and would like to correct the record regarding some of the inaccurate claims made by the author of the letter.

## Background

The East Durham project is a 14-turbine, 23 megawatt project located within the Municipality of West Grey. East Durham has been developing this project since 2008 and was awarded a contract to build the project by the Ontario Power Authority<sup>1</sup> in 2011 under the province's Feed-in-Tariff program. The project received its Renewable Energy Approval ("REA") from the Ministry of Environment and Climate Change in January 2014 which was subsequently appealed. The appeal of the REA was dismissed in July 2014.

Construction of the project began in May 2015 and is expected to be completed this summer. To date, all access roads have been built and all turbine foundations have been installed. Turbine deliveries are scheduled to start on June 1<sup>st</sup>.

## Claim #1:

"...they are wrecking our rural roads right now as I speak. They did not want to put up bonds to guarantee they would not ruin our roads and 100 year old bridges, so when we refused their permits, they took us to court TWICE! That cost taxpayers a bundle."

---

<sup>1</sup> Now known as the Independent Electricity System Operator.



Response: Contrary to the claim, East Durham has put securities in place for all municipal and county roads in question to ensure that, if any damages are incurred to any of the roads, bridges or infrastructure and such damage isn't adequately repaired by East Durham, the municipalities will be able to draw on the securities to repair said damage directly.

Unfortunately, East Durham did have to take the Municipality of West Grey ("West Grey") to court on two occasions. The first was in June 2013 after West Grey adopted an anti-wind by-law that required a \$100,000 performance bond for each wind turbine constructed in the municipality. The by-law also imposed other onerous fees on wind projects that were objectionable to East Durham. After East Durham filed its application for Judicial Review in Divisional Court, West Grey rescinded the by-law in July 2013 and the case never was heard by the Court.

The second court case occurred in 2014 after West Grey adopted an entrance permit by-law and tried to enforce an oversized/overweight permit by-law in 2013 that, both in design and application, would have prevented East Durham from proceeding with construction of the project. Consequently, East Durham filed an application for Judicial Review with the Divisional Court. The Court found in East Durham's favour stating:

"We find both by-laws inoperative to the extent they frustrate the purpose of East Durham Wind's REA, which is to authorize the building of the project in furtherance of the province's goal of increasing renewable energy generation...any alteration of the permitting by-laws that amounts to an attempt to circumvent the effect of this Court's order would also constitute bad faith."

In its decision, the Court ordered West Grey to compensate East Durham \$15,000 to partially offset the legal costs East Durham incurred in having to bring the action to the Court. After West Grey continued to delay the issuance of valid permits, East Durham asked the Court to intercede, which it did. At the direction of the Court, West Grey eventually issued the necessary permits which have allowed the project to proceed to construction.

East Durham attempted to avoid these court proceedings by trying to work constructively with West Grey. Unfortunately, West Grey made it clear that it did not intend to cooperate nor issue the permits to which East Durham was clearly entitled. As a result, East Durham was left with no choice but to seek the Court's intervention.

## Claim #2

"They completely bungled their environmental assessment, completely negating our endangered species habitat of the Redside Dace. Concerned citizens have taken them to court over their dismissal of our endangered species. In spite of being in court in appeal mode, they are constructing nonetheless."



Response: The appellants in this case asserted that the Ministry of Natural Resources and Forestry (“MNR”) wrongly exempted East Durham from compliance with the Endangered Species Act (“ESA”) regarding a fish known as the Redside Dace and its habitat. Contrary to the claim, in March 2015, the Court found that MNR did not exempt East Durham. Rather, MNR simply found that the project will not harm Redside Dace; hence, there is no need for East Durham to apply for or obtain an ESA permit. The Court found that:

“This application was without legal basis on the strength of clear and recent precedent.”

The Court ordered the appellants to pay MNR and East Durham a total of \$20,000 to partially offset the legal costs MNR and East Durham incurred in having to defend the project in Court. In addition, the Court ordered the appellants to pay East Durham \$15,387.80 to offset the legal costs East Durham incurred in having to bring a motion to the Court to allow it to participate in the proceeding over the appellants’ objection.

During the proceeding, the appellants requested the Court to stay the ability of East Durham to proceed with construction of the project while the appeal was underway. The Court refused to do so. Though another appeal of this ruling is underway, this is not an impediment to construction and there is no evidence to show that the prior ruling will be overturned.

### Claim #3

“By the way, they cancelled our Community Vibrancy Fund with no notice for no reason. We didn’t want their money anyways.”

Response: Between November 2012 and December 2013, East Durham met with West Grey on a number of occasions to discuss general project updates as well as to try to negotiate a Road Use Agreement and Community Vibrancy Fund Agreement. As evident by the litigation proceedings discussed in Claim #1, the parties were not able to come terms and the project has since moved forward without either of these agreements having been executed.

It is important to note that the Community Vibrancy Fund is a voluntary agreement. Even though East Durham did not enter into an agreement with West Grey, East Durham will continue to look for opportunities to support community initiatives as it does in other communities where no Community Vibrancy Agreement is in place. For instance, East Durham has already donated to local causes such as the Dundalk Fall Fair and Youth Fishing Derby and continues to communicate with community leaders to seek out valuable initiatives to support in lieu of a Community Vibrancy Agreement.

We hope this response is helpful to put the claimant’s assertions in the proper context. We look forward to what we hope is a long and productive relationship with

Addington Highland's Council and staff. Let us know if you have any additional questions or concerns.

Thank you.

Sincerely,

A handwritten signature in blue ink, appearing to read 'AR', is positioned above the printed name and title.

Adam Rickel  
Project Director, East Durham Wind Energy Centre

## Christine Reed

---

**From:** Faiella, Benjamin <Benjamin.Faiella@nexteraenergy.com>  
**Sent:** June-03-15 9:26 AM  
**To:** Christine Reed  
**Cc:** Patricia Gray; Greenhouse, Ben; Dudek, Derek  
**Subject:** RE: Addington Highlands - Meeting June 8th  
**Attachments:** NP 2 AH Prescribed-Form-Municipal-Meeting-Confirmation.docx

**Categories:** Wind Project

Christine,

For our meeting on Monday in Flinton, can you please include this meeting confirmation form for execution by Council? It doesn't represent support or dissent for the project, it just acknowledges that we met to discuss the project. It is one of the prescribed forms that we must include in our bid. I have it being executed by the Reeve, but you can change it to whoever you want. Please note that there is a signature sheet for the rest of the municipal officials as well. Please let me know if you have any questions.

Respectfully,

Ben Faiella  
Project Manager  
Wind Development – Canada



700 Universe Blvd. FEW/JB  
Juno Beach, Florida 33408  
Office: (561) 304-5237  
Mobile: (561) 373-8136  
[benjamin.faiella@nexteraenergy.com](mailto:benjamin.faiella@nexteraenergy.com)

---

**From:** Faiella, Benjamin  
**Sent:** Tuesday, June 02, 2015 3:03 PM  
**To:** 'Christine Reed'  
**Cc:** Patricia Gray; Greenhouse, Ben; Dudek, Derek  
**Subject:** RE: Addington Highlands - Meeting June 8th

Christine,

9:00 AM on June 8<sup>th</sup> will work for us.

Respectfully,

Ben Faiella  
Project Manager  
Wind Development – Canada





700 Universe Blvd. FEW/JB  
Juno Beach, Florida 33408  
Office: (561) 304-5237  
Mobile: (561) 373-8136  
[benjamin.faiella@nexteraenergy.com](mailto:benjamin.faiella@nexteraenergy.com)

---

**From:** Christine Reed [<mailto:clerk@addingtonhighlands.ca>]  
**Sent:** Tuesday, June 02, 2015 11:28 AM  
**To:** Faiella, Benjamin; Dudek, Derek  
**Cc:** Patricia Gray  
**Subject:** Addington Highlands - Meeting June 8th

This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email.

Hi Ben,

At their meeting yesterday afternoon, Council confirmed that they would like to meet with you on June 8<sup>th</sup> at 9 am in Flinton. I believe they would like to have the opportunity to discuss the open house occurring on the previous Friday as well as the Community Vibrancy Agreement.

Could you please let me know as soon as possible if this date and time is acceptable as I have to send a notice to the newspaper this afternoon?

Thank you,

*Christine Reed*

Clerk-Treasurer  
Township of Addington Highlands  
P.O. Box 89  
Flinton, ON K0H 1P0  
(T) 613-336-2286  
(F) 613-336-2847



## Instructions for the Prescribed Form – Municipal Meeting Confirmation

Page i of i

Mar 2015

IESORP/f-LRPIRFP-011r2

This page sets out the instructions for completing the Prescribed Form – Municipal Meeting Confirmation.

All capitalized terms used in these instructions and the Prescribed Form – Municipal Meeting Confirmation, unless otherwise stated, have the meanings ascribed to them in the LRP I RFP.

### INFORMATION FOR THE SIGNING PARTIES:

- a. The purpose of this Prescribed Form is to confirm a meeting has been held between the Registered Proponent and representatives of the Local Municipality to discuss the Large Renewable Project and/or proposed Connection Line described below. This Prescribed Form is used to satisfy requirements in the LRP I RFP and does not constitute an agreement, approval or contract.

### INSTRUCTIONS APPLICABLE TO ALL PRESCRIBED FORMS:

- b. The first page of a Prescribed Form must be marked with the name of the Large Renewable Project that is the subject of the Proposal. The Registered Proponent should use the name given to the Large Renewable Project in the Prescribed Form – Registration Form.
- c. This instruction page is not required to be submitted with the Proposal.
- d. Information provided in each Prescribed Form should be consistent with the information provided in the Proposal.
- e. Where the Prescribed Form has multiple pages, the pages of the Prescribed Form should be kept together in the Proposal in sequential order.
- f. Where a blank field for a section/page reference is provided in a Prescribed Form, enter the section/page reference of the Proposal where the substantiating evidence for that particular item can be found.
- g. Apart from the completion of any blanks, drop down lists, check boxes or similar uncompleted information in a Prescribed Form, no amendments may be made to the wording of a Prescribed Form.
- h. Each Prescribed Form must be completed in its entirety. Fields marked <if applicable> must be completed if applicable to the Proposal. If not applicable, they should be marked "not applicable".
- i. If the signature of the Registered Proponent is required for a Prescribed Form, the Prescribed Form must be signed by a person with authority to bind the Registered Proponent.
- j. With the exception of this instruction page, instructions within a Prescribed Form will be enclosed in brackets.

### INSTRUCTIONS SPECIFIC TO THE PRESCRIBED FORM – MUNICIPAL MEETING CONFIRMATION:

- k. An original ink signature must be provided on the Prescribed Form – Municipal Meeting Confirmation included with the hard copy Proposal marked "Original Copy". For clarity, other than the Original Copy, any additional hard copies of this Prescribed Form must be signed but need not be originals (photocopies may be provided as well).

THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

**Prescribed Form – Municipal Meeting Confirmation**

Page 1 of 3

Mar 2015

IESORP/f-LRPIRFP-011r2

Name of the Large Renewable Project:	<u>Northpoint II Wind Energy Centre</u>
Registered Proponent:	<u>Northpoint II Wind, LP</u>
Renewable Fuel of the Large Renewable Project:	<u>On-Shore Wind</u>
Contract Capacity of the Large Renewable Project <MW>:	<u>up to 200 MW</u>

Capitalized terms not defined herein have the meanings ascribed to them in the LRP I RFP.

The Local Municipality confirms to the IESO the following:

1. I am the/an Reeve of the Township of Addington Highlands (the “**Local Municipality**”) and have the delegated authority to provide this confirmation on behalf of the Local Municipality and without personal liability.
2. The Registered Proponent has advised the Local Municipality that it proposes to develop, construct and operate a Large Renewable Project and/or proposed Connection Line, with the characteristics outlined in the table above, under the LRP I RFP.
3. On the 8 day of June, 2015, at Flinton, Ontario, the Registered Proponent held a meeting with representatives of the Local Municipality to discuss the particulars of the Large Renewable Project and/or proposed Connection Line (the “**Meeting**”).
4. Representatives of the Local Municipality that attended the Meeting are listed in Exhibit A.

Local Municipality: <u>Township of Addington Highlands</u>
Signature:
Name: Henry Hogg
Title: Reeve
I have the authority to sign on behalf of the Local Municipality.
Dated this <u>8</u> day of <u>June</u> , <u>2015</u>

The Registered Proponent acknowledges that this confirmation:



**Prescribed Form – Municipal Meeting Confirmation**

Page 2 of 3

Mar 2015

IESORP/f-LRPIRFP-011r2

1. is not an approval by the Local Municipality of the proposed Large Renewable Project and/or Connection Line;
2. is not a promise by the Local Municipality to host the proposed Large Renewable Project and/or Connection Line;
3. is not a contract and cannot be relied upon by the Registered Proponent, IESO or any third party as containing any promises by the Local Municipality; and
4. is only for the purpose of the Registered Proponent satisfying section 3.2.5(b) of the LRP I RFP and for no other purpose.

Registered Proponent: Northpoint II Wind, LP

Signature:

Name: Ben Greenhouse

Title: Assistant Vice President

I have the authority to bind the Registered Proponent.

Dated this 8 day of June, 2015

**EXHIBIT A**

**REPRESENTATIVES OF THE LOCAL MUNICIPALITY THAT ATTENDED THE MEETING**

<This Exhibit can be duplicated as needed to accommodate additional signatures.>

\_\_\_\_\_  
Name and title of representative from the Local Municipality

\_\_\_\_\_  
Name and title of representative from the Local Municipality

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Name and title of representative from the Local Municipality

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Name and title of representative from the Local Municipality

\_\_\_\_\_  
Name and title of representative from the Local Municipality

\_\_\_\_\_  
Name and title of representative from the Local Municipality

## Christine Reed

---

**From:** Dudek, Derek <Derek.Dudek@nexteraenergy.com>  
**Sent:** June-03-15 9:33 AM  
**To:** Faiella, Benjamin; Christine Reed  
**Cc:** Patricia Gray; Greenhouse, Ben  
**Subject:** RE: Addington Highlands - Meeting June 8th

**Categories:** Wind Project

Hi Christine,

As a follow up to Ben's email, we understand from the IESO that the Exhibit A sheet in the attachment that was just sent also requires a signature, as well as "name and title". They don't make that clear on the form, so I just wanted to let you know that.

Derek  
519.318.0237

---

**From:** Faiella, Benjamin  
**Sent:** Wednesday, June 03, 2015 9:26 AM  
**To:** Christine Reed  
**Cc:** Patricia Gray; Greenhouse, Ben; Dudek, Derek  
**Subject:** RE: Addington Highlands - Meeting June 8th

Christine,

For our meeting on Monday in Flinton, can you please include this meeting confirmation form for execution by Council? It doesn't represent support or dissent for the project, it just acknowledges that we met to discuss the project. It is one of the prescribed forms that we must include in our bid. I have it being executed by the Reeve, but you can change it to whoever you want. Please note that there is a signature sheet for the rest of the municipal officials as well. Please let me know if you have any questions.

Respectfully,

Ben Faiella  
Project Manager  
Wind Development – Canada



700 Universe Blvd. FEW/JB  
Juno Beach, Florida 33408  
Office: (561) 304-5237  
Mobile: (561) 373-8136  
[benjamin.faiella@nexteraenergy.com](mailto:benjamin.faiella@nexteraenergy.com)

---

**From:** Faiella, Benjamin  
**Sent:** Tuesday, June 02, 2015 3:03 PM



**To:** 'Christine Reed'  
**Cc:** Patricia Gray; Greenhouse, Ben; Dudek, Derek  
**Subject:** RE: Addington Highlands - Meeting June 8th

Christine,

9:00 AM on June 8<sup>th</sup> will work for us.

Respectfully,

Ben Faiella  
Project Manager  
Wind Development – Canada



700 Universe Blvd. FEW/JB  
Juno Beach, Florida 33408  
Office: (561) 304-5237  
Mobile: (561) 373-8136  
[benjamin.faiella@nexteraenergy.com](mailto:benjamin.faiella@nexteraenergy.com)

---

**From:** Christine Reed [<mailto:clerk@addingtonhighlands.ca>]  
**Sent:** Tuesday, June 02, 2015 11:28 AM  
**To:** Faiella, Benjamin; Dudek, Derek  
**Cc:** Patricia Gray  
**Subject:** Addington Highlands - Meeting June 8th

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Hi Ben,

At their meeting yesterday afternoon, Council confirmed that they would like to meet with you on June 8<sup>th</sup> at 9 am in Flinton. I believe they would like to have the opportunity to discuss the open house occurring on the previous Friday as well as the Community Vibrancy Agreement.

Could you please let me know as soon as possible if this date and time is acceptable as I have to send a notice to the newspaper this afternoon?

Thank you,

*Christine Reed*

Clerk-Treasurer  
Township of Addington Highlands  
P.O. Box 89  
Flinton, ON KOH 1P0  
(T) 613-336-2286

## Christine Reed

---

**From:** Faiella, Benjamin <Benjamin.Faiella@nexteraenergy.com>  
**Sent:** June-11-15 11:26 AM  
**To:** Christine Reed  
**Subject:** RE: Addington Highlands - Actions from June 8th Special Council Meeting

**Categories:** Wind Project

Christine,

Thanks for the quick follow-up! The letter is fine addressed as-is. We will review the information and get back to you.

Respectfully,

Ben Faiella  
Project Manager  
Wind Development – Canada



700 Universe Blvd. FEW/JB  
Juno Beach, Florida 33408  
Office: (561) 304-5237  
Mobile: (561) 373-8136  
[benjamin.faiella@nexteraenergy.com](mailto:benjamin.faiella@nexteraenergy.com)

---

**From:** Christine Reed [<mailto:clerk@addingtonhighlands.ca>]  
**Sent:** Thursday, June 11, 2015 11:24 AM  
**To:** Faiella, Benjamin  
**Subject:** Addington Highlands - Actions from June 8th Special Council Meeting

This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email.

Good morning Ben,

As you recall from the meeting on Monday, Councillor Fritsch made a motion requesting that NEXTERA increase the compensation outlined in the draft Community Vibrancy Agreement for turbines and transmission lines, please find attached a letter outlining that request. I have also included some additional items for NEXTERA to consider.

I apologize if this letter should have been directed to someone else but I trust you will ensure that it gets forwarded to the appropriate person.

I appreciate your time in reviewing this and look forward to your response.

*Christine Reed*

Clerk-Treasurer  
Township of Addington Highlands  
P.O. Box 89  
Flinton, ON K0H 1P0  
(T) 613-336-2286  
(F) 613-336-2847





# Township of Addington Highlands

---

June 10, 2015

NEXtera Energy Canada  
700 Universe Blvd. FEW/JB  
Juno Beach, Florida 33408  
Attn: Ben Faiella

Dear Ben,

At their June 8<sup>th</sup>, 2015 Special Meeting, the Council of the Corporation of the Township of Addington Highlands unanimously supported the following resolution:

Moved by Fritsch, seconded by Cox that the Township of Addington Highlands formally requests that NEXtera make the following changes to the draft Community Vibrancy Agreement:

- remove any link between the terms of and approval of a "Vibrancy Agreement" and any support of Council and the Municipality by way of a Municipal Council Support Resolution or other related Municipal Agreement.
- Amend Part IV, Clause 5 to stipulate a turbine rate of Three Thousand Five Hundred Dollars (\$3,500) per megawatt nameplate capacity.
- Amend Part IV, Clause 5 to stipulate an overhead transmission line rate of Three Thousand Five Hundred Dollars (\$3,500) per kilometer

In addition to the motion above, other matters were discussed pertaining to the contents of the Community Vibrancy Agreement and they include but are not limited to the following:

- including a clause stipulating that NEXtera will enter into a roads use agreement as well as a transmission line agreement with the municipality which would include a provision for contracting local landowners and residents to provide maintenance of access roads
- the use of non-unionized labour
- the use of local sub-contractors and local labour for the construction phase of the project
- a provision to establish a bursary to be made available to individuals wishing to upgrade their skills in anticipation of future work – both in the short term and long term
- a commitment from NEXtera to enhance educational programs at our local school and community including such things as support for technology upgrades and establishing student scholarships to assist in higher education goals
- a provision to provide training, at no cost, to local fire departments for response to calls related to the wind turbines
- a provision for advance payments (prior to the Commercial Operation Date) to offset incremental costs associated with the project (costs not covered by permit fees)
- a provision indemnifying the municipality of any expenses, legal or otherwise associated with the project
- a provision permitting future changes to permit and development fees consistent with inflation



# Township of Addington Highlands

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- given the absence of an applicable fee structure regarding industrial wind turbines, the permission to establish a structure that is within reason

As you know, we have enlisted the services of a solicitor to review and comment on the proposed Community Vibrancy Agreement. Please find attached those comments complete with amended clauses for your review and comment. Council has yet to receive these amendments however; I thought it was prudent to circulate them to you for comment given our current time constraints.

I appreciate your prompt attention to the items listed above and look forward to your feedback.

Sincerely,

Christine Reed, Clerk-Treasurer



## Christine Reed

---

**From:** Patricia Gray <pgray@addingtonhighlands.ca>  
**Sent:** June-10-15 1:35 PM  
**To:** HENRY HOGG  
**Cc:** ehyanh@gmail.com; Bill Cox; tonygailfritsch@sympatico.ca; Kirby Thompson; clerk@addingtonhighlands.ca  
**Subject:** FW: Northpoint II - question re landowner lease  
**Categories:** Wind Project

Hi Henry,

Ben has responded to my question regarding the lease that landowners have signed and how it affects future uses of their land.

I have copied the rest of Council and Christine on this email, this response will also be included in the information provided regarding the projects.

Thanks,  
Patricia

---

**From:** Faiella, Benjamin [<mailto:Benjamin.Faiella@nexteraenergy.com>]  
**Sent:** Wednesday, June 10, 2015 1:10 PM  
**To:** Patricia Gray  
**Cc:** Greenhouse, Ben; Dudek, Derek  
**Subject:** RE: Northpoint II - question

Patricia,

Thank you for the questions, there can often be some confusion about this, so we appreciate the opportunity to provide more information. When we finance a project, the lender looks at the entire project as the asset that is of value. The turbines, the leases, the collection system, the contract to sell electricity, etc. all together comprise an asset that is of value. As the project does not own the landowner's property, we cannot (and do not) use this as collateral. The leases we hold and the rights that those leases give us to access certain parts of a property are part of the broader project asset that is so used.

When we obtain a lease on a property, we will put a notice on that property's title that states that this interest (the lease) exists. This helps to avoid any future leases or other uses of land that conflict with our use of the land commencing without knowing about our prior interest in the land. This also states that our interest has priority over any subsequently obtained interests. This does not stop a landowner from obtaining a mortgage over the entire property, however, banks typically prefer that their mortgage to have the first priority on title, and so will come to us asking for us to defer our interest to theirs, which is something we will do at a landowner's request provided that the bank signs a standard agreement committing not to interfere with our operations. This type of agreement is fairly standard in the banking world, and has not proven to be an issue at our projects to date.

Respectfully,

Ben Faiella  
Project Manager  
Wind Development – Canada



700 Universe Blvd. FEW/JB  
Juno Beach, Florida 33408  
Office: (561) 304-5237  
Mobile: (561) 373-8136  
[benjamin.faiella@nexteraenergy.com](mailto:benjamin.faiella@nexteraenergy.com)

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**From:** Patricia Gray [<mailto:pgray@addingtonhighlands.ca>]

**Sent:** Tuesday, June 09, 2015 7:53 PM

**To:** Greenhouse, Ben; Faiella, Benjamin; Dudek, Derek

**Subject:** Northpoint II - question

This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email.

Hello Gentlemen,

Reeve Hogg has asked that I contact you to get some clarification on the following:

Can your company mortgage the project to obtain funding?

As explained at the North Frontenac Open House, your company will pay for the construction of the project but then can use the assets to obtain financing.

How does this affect the landowner?

Is the entire lot that is leased used as the asset in obtaining the financing?

Is only the Turbine used as the asset when obtaining the mortgage or financing?

What if the landowner then wants to take out a mortgage and use the land as his security?

If you could provide some insight into this process that would be appreciated and I will forward the information to the Reeve and Council.

Thank you,

*Patricia Gray*

Planning & Development Administrative Assistant

Township of Addington Highlands

P.O.Box 89, 72 Edward Street

Flinton ON K0H 1P0

Tel. 613-336-2286, ext 202

Fax. 613-336-2847



## Christine Reed

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**From:** Patricia Gray <pgray@addingtonhighlands.ca>  
**Sent:** June-19-15 4:54 PM  
**To:** HENRY HOGG; ehyanch@gmail.com; Bill Cox; tonygailfritsch@sympatico.ca; Kirby Thompson  
**Cc:** clerk@addingtonhighlands.ca  
**Subject:** FW: Proposed meeting on June 27th 2015  
  
**Categories:** Wind Project

Hello Everyone,

I spoke with Ben and Derek of NEXtera today regarding the meeting that was proposed for June 27<sup>th</sup> in response to the email from Mr. Keeble, LWCA.

Please see Ben's email below. We can let Ben know how Council wishes to proceed on Monday.

Thanks, Patricia

---

**From:** Faiella, Benjamin [<mailto:Benjamin.Faiella@nexteraenergy.com>]  
**Sent:** Friday, June 19, 2015 4:06 PM  
**To:** Patricia Gray  
**Cc:** Dudek, Derek; Greenhouse, Ben; Bird, Joselen  
**Subject:** RE: Proposed meeting on June 27th 2015

Patricia,

To summarize our discussion on the phone, due to the long distance of the requesting cottage association from the project and having another open house shortly after, our initial feeling is that a Saturday meeting on June 27<sup>th</sup> is unnecessary. However, we are proposing the following to help accommodate the request:

- We will reschedule our July 17<sup>th</sup> (Friday) open house to the evening of July 18<sup>th</sup> (Saturday) to accommodate cottagers who travel on Fridays. We will also have a public meeting in Plevna on the morning of the 18<sup>th</sup> for both projects for anyone who is unable to make the evening meeting in Denbigh.
- All meeting materials for the July 18<sup>th</sup> meeting will be posted to our website no later than July 3<sup>rd</sup> so residents will have over two weeks to review the materials prior to the meeting.
- Our website has information on the project, which includes all of the materials from our last meeting. The links are below.
- If the cottage association is interested, they can contact us and we may be able to meet with them directly to answer their questions

Please pass this information on to Council for their consideration. If they feel strongly that another Saturday meeting is needed prior to our meeting on July 18<sup>th</sup>, please let me know.

Please let me know if you have any questions and I hope you have a great weekend!

Northpoint I: <http://www.nexteraenergycanada.com/projects/northpoint.shtml>

Northpoint II: <http://www.nexteraenergycanada.com/projects/northpoint2.shtml>

Respectfully,

Ben Faiella

Project Manager  
Wind Development – Canada



700 Universe Blvd. FEW/JB  
Juno Beach, Florida 33408  
Office: (561) 304-5237  
Mobile: (561) 373-8136  
[benjamin.faiella@nexteraenergy.com](mailto:benjamin.faiella@nexteraenergy.com)

---

**From:** Patricia Gray [<mailto:pgray@addingtonhighlands.ca>]  
**Sent:** Friday, June 19, 2015 2:42 PM  
**To:** Faiella, Benjamin  
**Subject:** Proposed meeting on June 27th 2015

This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email.

Hi Ben,

At the council meeting Monday night there was discussion of a proposed meeting between Nextera and the Lake Associations on Saturday, June 27<sup>th</sup>.

You had suggested to wait to hear back from you as to whether this date would work or not.

Have you had a chance to work on this, we will send notice to the associations advising of the date once determined.

Thanks and have a good weekend,

*Patricia Gray*

Planning & Development Administrative Assistant

Township of Addington Highlands  
P.O.Box 89, 72 Edward Street  
Flinton ON K0H 1P0  
Tel. 613-336-2286, ext 202  
Fax. 613-336-2847

## Christine Reed

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**From:** Faiella, Benjamin <Benjamin.Faiella@nexteraenergy.com>  
**Sent:** June-26-15 4:58 PM  
**To:** clerk@addingtonhighlands.ca  
**Cc:** pgray@addingtonhighlands.ca; Dudek, Derek; Greenhouse, Ben  
**Subject:** FW: DRAFT Addington Highlands Response  
**Attachments:** CAN\_ON\_Northpoint\_Open\_House\_NPT2\_ALT\_20150626a.pdf; CAN\_ON\_NPT2\_Open\_House\_20150626.pdf; ltr-ah-revised-cvf-funding-2015-06-26.doc; AH CVA Mar 20 vs June 26 Compare.docx; AH COMMUNITY VIBRANCY AGREEMENT - 26 June 2015 NPII.docx

**Importance:** High

**Categories:** Wind Project

Good Afternoon, Christine.

I'm pleased to present our response to your June 11<sup>th</sup> email containing Council's feedback to our proposal. Due to North Frontenac's unwillingness to continue negotiations regarding this windfarm, we will likely pursue the Addington Highlands only transmission line route. Because this route is significantly longer than the original route we planned through North Frontenac, we have made several changes to our proposal to improve the project economics, including adding additional turbines to the array we displayed at the last open house.

These additional turbines will also allow us to significantly improve our original offer and I think Council will be pleased with our proposal. We have attached the following items for Council's consideration:

- **Community Vibrancy Agreement.** We have included a clean copy of our proposed changes and another version that shows the changes from our original proposal that were made in response to Council's feedback.
- **Formal response to Addington Highlands.** This is a letter from Ben Greenhouse summarizing our proposed changes to the Community Vibrancy Agreement
- **Maps of new proposed turbine locations.** You will note that there are 27 new potential turbine locations, most of which are on Crown Land to the west and north of Denbigh and are depicted in yellow. The numbering scheme is for our internal tracking purposes and can be used to provide feedback on specific locations. As mentioned in our earlier meetings, the final number of turbines that will be constructed will depend on numerous variables, to include contract capacity, transmission availability, and the Renewable Energy Approval process.

Please add this information to the June 29<sup>th</sup> Special Council meeting and include this email and the attached documents for Council's consideration. We will have a representative at the meeting to answer any questions Council may have. We also respectfully request a delegation to the July 6<sup>th</sup> Council meeting in Denbigh to discuss our offer and a vote from Council.

One final note, to allow our team additional time to prepare our bid documents, we plan to reschedule our July 18<sup>th</sup> Denbigh Open House to Saturday, August 8<sup>th</sup>.

Please let me know if you have any questions.

Respectfully,

Ben Faiella  
Project Manager  
Wind Development – Canada



700 Universe Blvd. FEW/JB  
Juno Beach, Florida 33408  
Office: (561) 304-5237  
Mobile: (561) 373-8136

[benjamin.faiella@nexteraenergy.com](mailto:benjamin.faiella@nexteraenergy.com)

**Northpoint II Wind, LP**  
**390 Bay Street, Suite 1720**  
**Toronto, ON M5H 2Y2**

June 26, 2015

Reeve and Members of Council  
c/o Christine Reed, Clerk Treasurer  
Corporation of the Township of Addington Highlands  
72 Edward Street,  
PO Box 89  
Flinton, ON K0H 1P0

Dear Reeve and Members of Council,

**Re: Community Vibrancy Agreement (the “Agreement”) between the Corporation of the Township of Addington Highlands (the “Township”) and Northpoint II Wind, LP in respect of the Northpoint II Wind Energy Centre (the “Project”)**

In response to your letter dated June 10, 2015 and your markup of the Agreement, please find enclosed a revised draft of the Agreement that addresses your comments to the greatest extent possible.

In particular, we have made the following notable changes:

- Extended the term of the Agreement to include any extension in the term of the Supply Contract. (See Section 2.)
- Increased the annual Amenity Fee to the greater of a) \$3,500/megawatt for turbines located in the Township of Addington Highlands (“Addington Highlands”), plus \$3,500/km for transmission lines located in Addington Highland’s rights-of-way, plus \$50,000 for each collection substation/switching station located in Addington Highlands and b) \$500,000. This will increase the annual payment to the Township to between \$500,000 and \$750,000, depending on the size of the Project. Thus, the total payment over a 20-year period would range from \$10 million to \$15 million. (See Section 5.)
- Added a provision that will allow the Township to enact building permit fees and other bylaws to address the installation of the Project in Addington Highlands. Said fees are limited, in the aggregate, to \$8,000 per wind turbine. Thus, if 50 turbines are built in Addington Highlands for the Project, said fees would equate to up to \$400,000. (See Section 10.)
- Added a covenant that we use commercially reasonable efforts to enter into a Road Use Agreement with the Township. (See Section 14(a).)
- Added a covenant that we will use good faith efforts to hire local suppliers of labour and materials, to the extent available, in the construction and operation of the Project. (See Section 14(b).)
- Added a covenant that we will use commercially reasonable efforts to establish a bursary for individuals to acquire skills to construct or operate the Project and to

Northpoint II Wind, LP

390 Bay Street, Suite 1720 | Toronto, Ontario M5H 2Y2 | 416 364 9714



educational institutions within Addington Highlands for technology upgrades and scholarships. Said bursary will be in the amount of \$10,000 per year for five years for a total of \$50,000. (See Section 14(c).)

- Added a covenant that we will provide training free of charge to local emergency service providers. (See Section 14(d).)
- Added a covenant that we will reimburse the Township for up to \$150,000 for legal, consulting and other expenses incurred in negotiating the agreements noted above and for participating in the Renewable Energy Approval process for the Project. Note that this is in addition to the reimbursement in the amount of \$5,000 for negotiating the Agreement as outlined in Section 47. (See Section 14(e).)
- Added a provision where we will indemnify the Township against all third party actions, suits and claims associated with the Project, except for negligent or tortious acts, errors, or omissions by the Township. (See Section 43.)

We trust that these changes reflect the willingness on our part to try to meet the requests of the Council and are demonstrative of our desire to work collaboratively with Council in an effort to benefit the broader Addington Highlands community.

We look forward to our continued discussions in hopes that an agreement can be executed shortly after the Council meeting scheduled for July 7<sup>th</sup>. Please do not hesitate to contact my colleague Derek Dudek at 519-318-0237 or by email at [derek.dudek@nexteraenergy.com](mailto:derek.dudek@nexteraenergy.com) if you have any questions or concerns.

Sincerely,

**NORTHPOINT II WIND, LP by its General Partner  
NORTHPOINT WIND II GP, ULC**



Ben Greenhouse  
Assistant Vice President





**Northpoint II  
Wind Energy  
Centre**

Ontario, Canada

- Project Centre
- New Project Sites
- Access Roads
- Existing Infrastructure
- 100 ft
- 200 ft
- Proposed Access Roads
- Proposed Access Road Right-of-Way
- Land Parcel Boundary
- Project Boundary

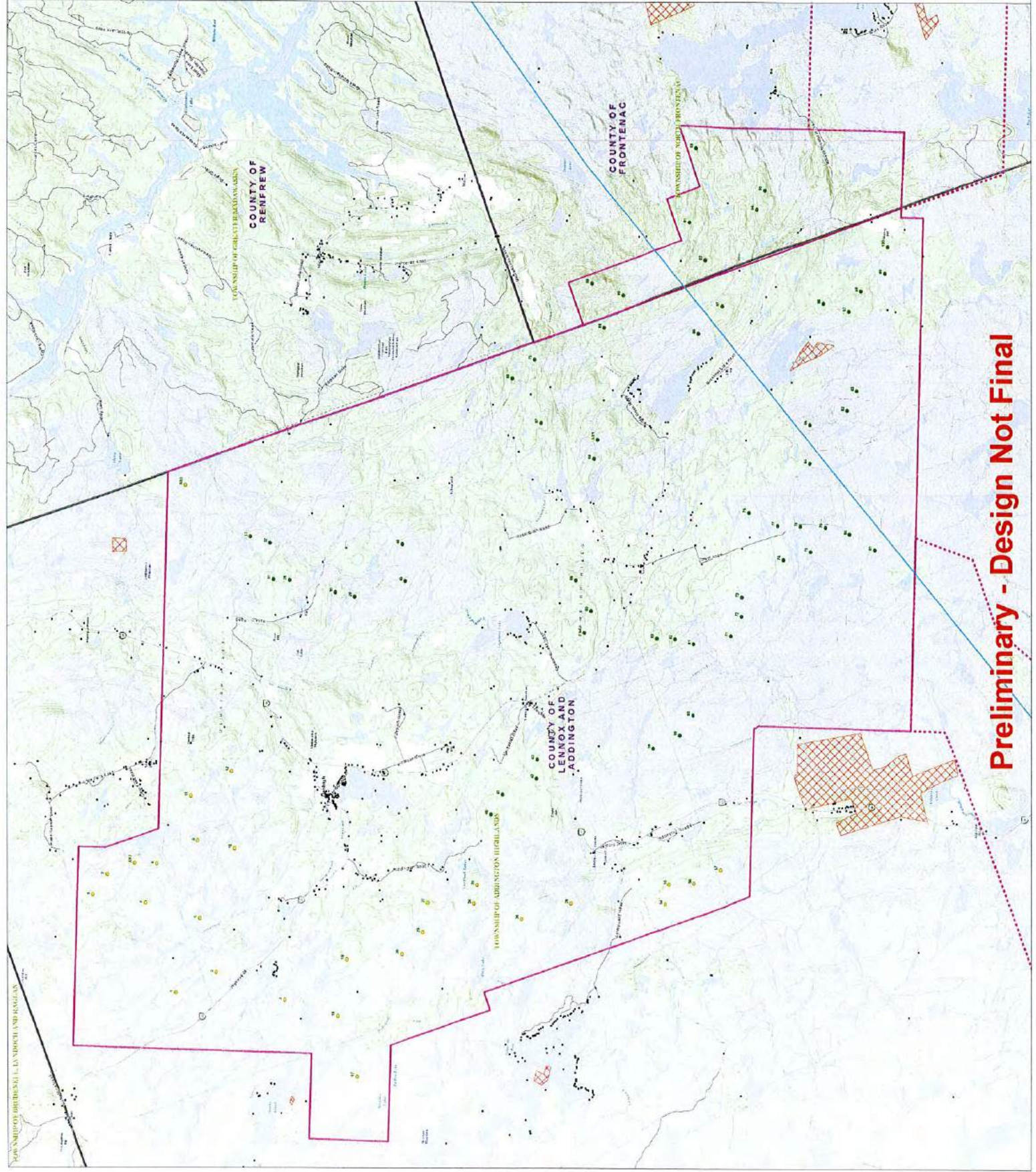


Prepared by: Subject to change based on further design development, completion of environmental and other reports as required, public consultation, REA requirements and other factors.

Date: 05/06/2015

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Project: Northpoint II Wind, LP  
Drawn: 05/06/2015

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**Preliminary - Design Not Final**





**Northpoint II Wind Energy Centre**

Ontario, Canada

- Project Site
- Pre-Project Site
- Subgrids
- Existing Transmission
- 115 kV
- 230 kV
- Transmission Corridor
- Proposed/Agreed Corridor
- Open Line
- Land Access Road
- Regional Municipal Boundary

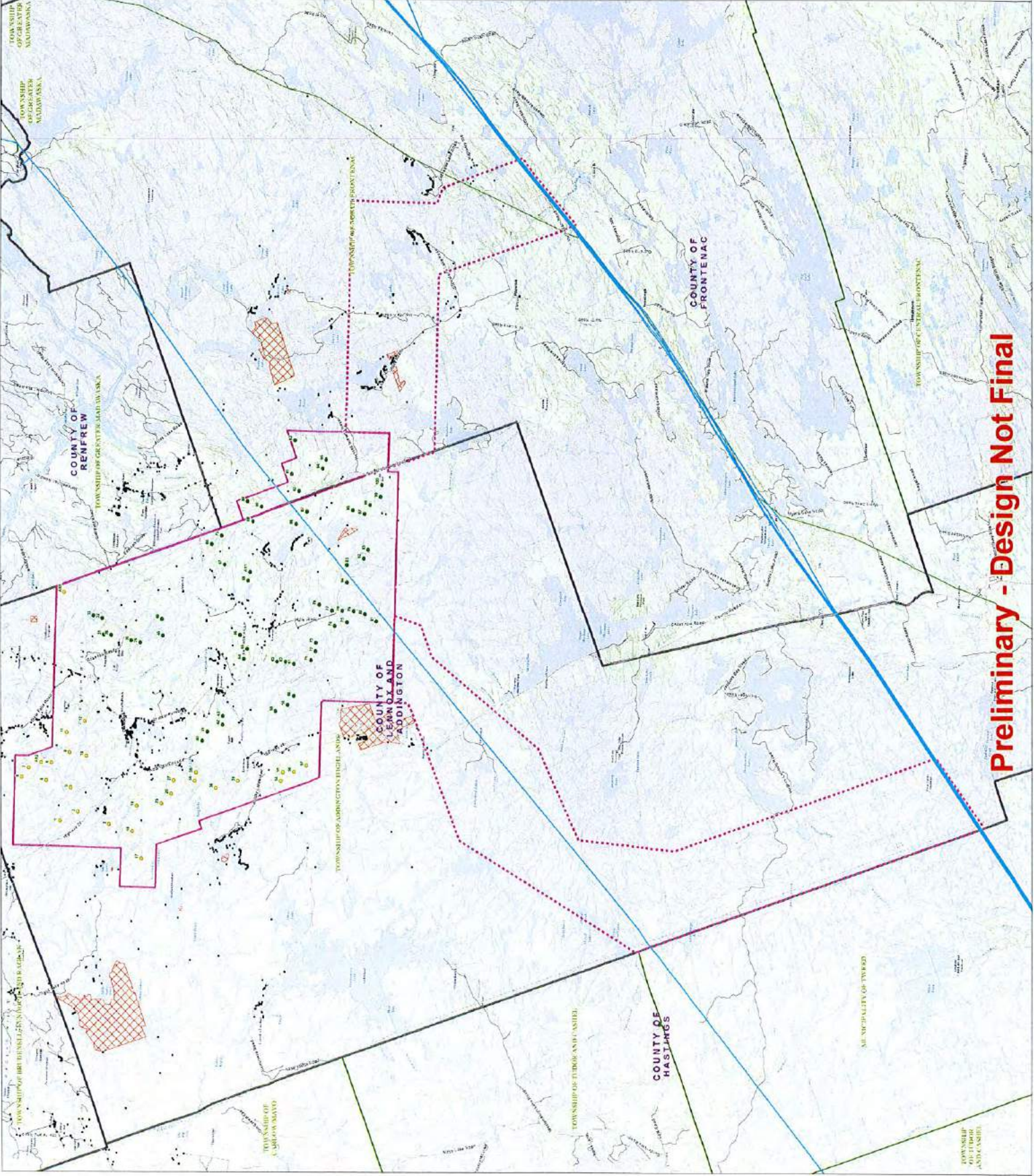


Preliminary. Subject to change based on further due diligence, public consultation, REA implications and other factors.

Drawn: 02/02/2015

Created: 02/02/2015  
 Project: Northpoint II Wind, LP  
 Client: NextEra Energy Canada

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**Preliminary - Design Not Final**



**COMMUNITY VIBRANCY AGREEMENT**

THIS AGREEMENT (the "**Agreement**") made as of this \_\_\_\_ day of \_\_\_\_\_, 2015  
(the "**Effective Date**")

**BETWEEN:**

**THE CORPORATION OF THE TOWNSHIP OF ADDINGTON HIGHLANDS**  
(hereinafter referred to as "**Addington Highlands**")

**OF THE FIRST PART**

- and -

**NORTHPOINT II WIND, LP**  
(hereinafter referred to as "**NORTHPOINT II**")

**OF THE SECOND PART**

(Addington Highlands and Northpoint II are hereinafter individually referred to as a "**Party**" and collectively referred to as the "**Parties**")

WHEREAS Northpoint II is participating in the Independent Electricity System Operator's ("**IESO's**") procurement program for large renewable projects (the "**Procurement Program**") pursuant to which the IESO intends to enter into supply contracts with selected proponents for the supply of electricity from renewable generating facilities; and

WHEREAS Northpoint II proposes to construct a renewable energy generating facility located within the boundaries of The Township of Addington Highlands to be known as the Northpoint II Wind Energy Centre (the "**Wind Project**") to supply electricity in accordance with any Supply Contract awarded to Northpoint II pursuant to the Procurement Program; and

WHEREAS the Wind Project is expected to be rated at up to 200 megawatts and will consist of Wind Turbines, together with the appurtenant equipment, buildings, collection systems, transmission facilities, and access roads (all or a portion of which will be located within the boundaries of the Township of Addington Highlands); and

WHEREAS Addington Highlands has agreed to provide to Northpoint II the Municipal Council Support Resolution and the Municipal Agreement principally in the forms attached hereto as Schedules A and B respectively, and any similar forms of agreement requested by Northpoint II and/or prescribed by the IESO from time to time in accordance with the terms of the Procurement Program (collectively, the "**Municipal Support Documents**"); and

WHEREAS in recognition of Northpoint II's community relations efforts and to compensate Addington Highlands for any potential effect the Wind Project may have, directly or indirectly, on Addington Highlands's infrastructure or its ability to provide services to its residents, Northpoint II has agreed to provide certain amenities and other assurances to Addington Highlands in accordance with the terms of this agreement.

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the Parties have agreed with each other as follows:

#### **PART I - DEFINITIONS**

1. In this Agreement:

- (a) "**Anti-Bribery Laws**" mean any anti-bribery law or international convention, as may apply now or in the future, including the Canadian Corruption of Foreign Public Officials Act, the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act and the OECD Convention on Combating Bribery of Foreign Public Officials
- (b) "**Amenity Fee**" means the fee payable by Northpoint II to Addington Highlands in accordance with Part IV of this Agreement;
- (c) "**Anything of value**" shall have the meaning set forth in Section 17;
- (d) "**Commencement Date**" shall have the meaning set forth in Section 8;
- (e) "**Commercial Operation**" means the point in time when the Wind Project is deemed by the terms of the Supply Contract to have achieved commercial operation;
- (f) "**Commercial Operation Date**" has the same meaning as in the Supply Contract and means the date on which commercial operation of the Wind Project is attained;
- (g) "**Community Vibrancy Fund**" shall have the meaning set forth in Section 15;
- (h) "**Council**" means the Council of Addington Highlands as elected by the community;
- (i) "**Emergency**" means an emergency as defined by the *Emergency Management and Civil Protection Act*, R.S.O. 1990;
- (j) "**Governmental Official**" shall have the meaning set forth in Section 17;
- (k) "**Municipal Support Documents**" shall have the meaning set forth in the recitals to this Agreement;
- (l) "**Secured Party**" means a person, corporation or entity who, from time to time, has a legal right under a financing agreement to assume Northpoint II's position in this Agreement as a result of Northpoint II's default under the said financing agreement;
- (m) "**Stub Year**" means the period of time between the Commercial Operation Date and December 31<sup>st</sup> of the same year;
- (n) "**Supply Contract**" means a supply contract entered into with the IESO pursuant to the qualification of Northpoint II under the Procurement Program;

- (o) **"Wind Project"** shall have the meaning set forth in the recitals to this Agreement;
- (p) **"Wind Turbine"** means a wind driven turbine constructed by Northpoint II, or any subsidiaries or affiliates of Northpoint II, as part of the Northpoint II Wind Project; and
- (q) **"year"** means a calendar year.

#### **PART II-TERM**

2. This Agreement shall become effective on the Effective Date and shall continue for the term of any Supply Contract, whichever is less (the **"Term"**), unless earlier terminated pursuant to Sections 19, 33 or 46.

#### **PART III – MUNICIPAL SUPPORT DOCUMENTS**

3. Addington Highlands shall, within ten (10) business days following receipt of a final draft of any Municipal Support Document(s) from Northpoint II, deliver two (2) executed original copies of same to Northpoint II.

#### **PART IV - AMENITY FEE**

4. Commencing on the Commercial Operation Date and continuing each year during the Term, Northpoint II shall pay the Amenity Fee to Addington Highlands.

5. The Amenity Fee for a given year shall be the greater of: a) the fixed turbine rate of Three Thousand Five Hundred Dollars (\$3,500.00 CAD) multiplied by the aggregate nameplate capacity expressed in megawatts of the Wind Turbines which are located within Addington Highlands and were operating for at least sixty (60) days during the year, as determined by Northpoint II, acting reasonably, plus Three Thousand Five Hundred Dollars (\$3,500.00 CAD) per km of overhead transmission lines located within rights-of-way owned by Addington Highlands, plus Fifty Thousand Dollars (\$50,000.00 CAD) for each collection substation located within the boundaries of the Township of Addington Highlands; and b) Five Hundred Thousand Dollars (\$500,000.00).

6. Notwithstanding the foregoing, the Amenity Fee for a given year shall be reduced by the amount that property taxes levied by Addington Highlands in respect of the Wind Project in that year exceed the previous year's taxes in respect of the Wind Project by more than five percent (5%). The Parties further agree that Northpoint II may from time to time adjust or cancel any Amenity Fee if the economic return from the Wind Project is materially and adversely affected by a change in law or other circumstance beyond the control of Northpoint II (including, without limitation, any new charges, levies, deductions or taxes that may in the future be charged, applied or assessed by the IESO or any other governmental authority, against the Wind Project (or revenues therefrom) or Northpoint II or its affiliates in respect of the Wind Project (or revenues therefrom), other than income taxes of general application), and for so long as such material and adverse effect exists. Prior to making its determination of such material adverse effect, Northpoint II shall:

- (a) engage in meaningful consultation with Addington Highlands;



- (b) provide to Addington Highlands reasonable disclosure of its reasons for considering such adjustment or cancellation; and
- (c) apply a standard of reasonableness to its determination to ensure that such determination is made in a fair, reasonable and non-arbitrary manner.

7. The Amenity Fee for the Stub Year and the final year of the Term shall be prorated using the percentage that the number of days in the Stub Year or the final year of the Term, as applicable, is to 365.

8. Northpoint II shall pay the Amenity Fee annually beginning on March 31<sup>st</sup> of the first year following commencement of commercial operations (the "**Commencement Date**") and by each March 31<sup>st</sup> thereafter for the remainder of the Term.

9. If the Parties are unable to resolve any dispute between them involving payment of any fees set forth in this Agreement, either Party may request that the dispute be submitted first to mediation by an impartial third party to be agreed upon by Northpoint II and Addington Highlands. If the Parties are unable, in good faith, to resolve the dispute through mediation, the dispute shall be submitted to binding arbitration in accordance with the dispute resolution provisions in Part VII of this agreement.

#### **PART V - PERMITS**

10. Northpoint II shall pay to Addington Highlands permit fees for all components of the Wind Project, for which a permit is required, in accordance with the Addington Highlands's permit fee by-laws in effect at the time of application. For greater clarity, this shall include building permits for the Wind Turbines and the maintenance and administration buildings, if any; entrance permits; oversized or overweight haul permits; and other permits for the Wind Project. The Parties acknowledge that the amount of the permit fees pursuant to this Section are anticipated to be reasonable charges for Addington Highlands to administer and enforce the *Building Code Act* and other appropriate bylaws, but in any event shall not, in aggregate, exceed Eight Thousand Dollars (\$8,000.00 CAD) per Wind Turbine. Said fees shall cover the following:

- (a) the cost to review all plans and drawings in support of the application for the permit;
- (b) all inspections of the construction required by the *Building Code Act*;
- (c) if applicable, the cost to inspect entrance culverts to be installed by Northpoint II at the entrance onto the property on which the Wind Turbines will be constructed, such culverts to be of a standard specified by and installed to the satisfaction of the Addington Highlands;
- (d) if applicable, the assigning (but not the installation) of a municipal address for the Wind Turbine; and
- (e) all other efforts reasonably anticipated to be necessary for the issuance of the permit.

11. The Wind Project shall be exempt from payment of any other development charges under any by-

law enacted by Council. In the event Northpoint II is not exempt from the payment of development charges in respect of the Wind Project or is required to pay any increased amount of fees or taxes with respect of the Wind Project, any such payments or increased amounts shall be set off against and deducted from the Amenity Fee required under this Agreement.

12. Addington Highlands agrees to process, review and render a decision on Northpoint II's permit applications in an expeditious manner and in no case more than the earlier of (i) the timeframe outlined in Addington Highlands' ordinances; and (ii) thirty (30) days, provided that such permit applications are complete and contain all information required in accordance with the applicable ordinances.

13. The commitment by Addington Highlands to expedite the processing of permit applications made by Northpoint II as referenced above shall not be interpreted as implying any obligation on the part of Addington Highlands to approve such applications or submissions. All permit application and submissions made by Northpoint II shall be considered by Council or the appropriate administrative officer on their merits at the time the applications or submissions are made. Addington Highlands and Northpoint II both acknowledge that Addington Highlands cannot enter into any agreement that has the effect of expressly or impliedly fettering the legislative discretion of the current or a future Council or the administrative discretion of any municipal officer, acting reasonably, and this Agreement is not intended to have that effect.

#### **PART VI – NORTHPOINT II COVENANTS**

14. In addition to the covenants to pay the fees set out in Parts IV and V hereof, Northpoint II further covenants and agrees with Addington Highlands as follows:

- a) to use commercially reasonable efforts to enter into a Road Use Agreement with Addington Highlands prior to the commencement of construction of the Wind Project;
- b) to use good faith efforts to hire local suppliers of labour and materials, to the extent available and to the extent that such local suppliers are competitive and comply with the requirements set forth in the Supply Contract, in respect of the construction and operation of the Wind Project;
- c) subject to Sections 17-19 of this Agreement, within ninety (90) days of the entering into of a Supply Contract, to use commercially reasonable efforts to enter into an agreement with Addington Highlands with respect to the establishment of a bursary in the amount of Ten Thousand Dollars (\$10,000.00 CAD) per annum for a period of five (5) years which shall be accessible by: 1) individuals seeking to acquire skills in anticipation of providing services related to the construction or operation of the Wind Project; and 2) educational institutions within Addington Highlands to support initiatives such as technology upgrades and the establishment of student scholarships. For avoidance of doubt, all proposed expenditures or application of funds pursuant to this sub-Section shall require approval by Addington Highlands in a public forum, pursuant to the *Municipal Act* and in accordance with all of Addington Highlands's obligations under Sections 17-19 of this Agreement;
- d) to provide training free of charge to local emergency services in respect of calls related to Wind Turbines; and
- e) commencing on the date Northpoint II enters into a Supply Contract and terminating on the Commercial Operation Date, Northpoint II shall reimburse Addington Highlands for expenses incurred by Addington Highlands for legal, consulting, and other costs, supported by an

undisputed invoice and any supporting documentation,, to negotiate the agreements denoted in Subsection (a) and (c) of this Section 14, and for participating in the Renewable Energy Approval process. The Parties agree that the reimbursement under this Subsection (e) shall not exceed One Hundred and Fifty Thousand Dollars (\$150,000.00 CAD).

The covenants and contemplated agreements set out in this Section 14 shall be subject to anti-bribery and corruption provisions acceptable to Northpoint II in its sole discretion, including but not limited to terms and conditions similar to those set forth in Sections 15-19 of this Agreement.

#### **PART VII - COMMUNITY VIBRANCY FUND**

15. The expenditure of the Amenity Fee by Addington Highlands which forms the subject matter of this Agreement ("**Community Vibrancy Fund**") shall be utilized in any lawful manner by Addington Highlands to support the following:

- (a) Expenditures relating to energy sustainability (i.e. municipal renewable energy systems; vehicle fleet upgrades; building energy-efficiency upgrades; conservation programs);
- (b) land stewardship initiatives (i.e. habitat creation/improvement; tree planting);
- (c) expenditures relating to development and construction of Addington Highlands recreational facilities and community facilities (i.e. arenas, parks, trails);
- (d) expenditures for improvement of community and protective services (i.e. police, fire, healthcare);
- (e) expenditures related to roads, urban infrastructure and community facilities;
- (f) expenditures related to education and job training;
- (g) property tax relief for residents and businesses in the community; or
- (h) other community-related activities sanctioned by Addington Highlands;

For greater certainty, no payments made pursuant to this Agreement shall be used by Addington Highlands in connection with or in support of any party or participant, including Addington Highlands, either directly or indirectly, for appeals, judicial review, or for any litigation contrary to the interests of Northpoint II.

16. All proposed expenditures or application of funds from the Community Vibrancy Fund pursuant to Section 15 of this Agreement shall require approval by Addington Highlands in a public forum, pursuant to the *Municipal Act* and in accordance with all of Addington Highlands's obligations under Sections 17-19 of this Agreement.

17. Addington Highlands agrees that the amount of any Amenity Fee, permit fee, or other payment made under this Agreement will be used only for the purposes set forth in this Agreement and in compliance with all Anti-Bribery Laws and all other applicable laws. Notwithstanding anything to the

contrary herein, Addington Highlands, in its administration of this Agreement, the Community Vibrancy Fund, any Amenity Fees, permit fees or other payments, shall refrain from offering, giving or promising, directly or indirectly, money or anything of value to a Governmental Official to influence the official in his or her official capacity, induce the official to do or omit to do an act in violation of his or her lawful duty, or to secure any improper advantage in order to assist in obtaining or retaining business for or with, or directing business to, any person. For the purposes of this Section 17, "anything of value" shall include, but not be limited to, cash or a cash equivalent (including, a "grease", "expediting" or facilitation payment), discounts, gifts, use of materials, facilities or equipment, entertainment, drinks, meals, transportation, lodging, insurance benefits, or promise of future employment. "Governmental Official" shall mean any official, employee, agent, or representative of any Canadian, state, federal, provincial, municipal, local or tribal government or any instrumentality thereof; any official, employee, agent, or representative of any government-owned or government-controlled enterprise, any foreign public administration or publicly funded organization, any public international organization, or any political party; any candidates for public office or political parties; or any relatives or close family/household members of any of those listed above. It being hereby agreed that a breach by either Party of this Section 17 shall constitute a fundamental breach of this Agreement.

18. In regards to the receipt and administration of the Amenity Fees and other fees and payments received from Northpoint II pursuant to the terms of this Agreement, and in regards to administration of the Community Vibrancy Fund, Addington Highlands shall, at a minimum, institute the following processes and procedures:

- (a) Make and keep books, records, and accounts, in accordance with generally accepted accounting principles, which, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the Amenity Fees and other fees received from Northpoint II and of the dispositions of funds held in the Community Vibrancy Fund; and
- (b) devise and maintain a system of internal accounting controls sufficient to provide reasonable assurances that:
  - (i) transactions and dispositions are executed in accordance with Addington Highlands's general or specific authorization;
  - (ii) transactions and dispositions are recorded as necessary (a) to permit preparation of financial statements in conformity with generally accepted accounting principles or any other criteria applicable to such statements, and (b) to maintain accountability for all payments received, transactions, and dispositions of funds;
  - (iii) access to the Community Vibrancy Fund and all payments held therein is permitted only in accordance with Addington Highlands's general or specific authorization; and
  - (iv) the recorded accountability for all such payments held in the Community Vibrancy Fund is compared with the existing Community Vibrancy Fund balance at reasonable intervals and appropriate action is taken with respect

to any differences.

19. Upon reasonable notice to Addington Highlands, Northpoint II shall have the right to: (i) inspect and audit (at Northpoint II's sole cost and expense) all books, records, and accounts which relate to the receipt of funds and any transactions undertaken by Addington Highlands with regard to this Agreement; and (ii) receive annual audited financial statements of Addington Highlands, prepared by an independent third party in accordance with the *Municipal Act*. Notwithstanding any other provision of this Agreement to the contrary, Northpoint II shall have the right to terminate this Agreement in the event of any breach of Sections 15 through 19 of this Agreement.

To the extent Addington Highlands retains or otherwise engages a third-party to undertake initiatives or projects pursuant to Sections 15-16 of this Agreement, Addington Highlands shall use its best efforts to ensure that such third-party agrees in writing to anti-bribery and corruption provisions substantially similar to those contained in Sections 17-19 of this Agreement.

#### **PART VIII - DISPUTE RESOLUTION**

20. In the event that either Party provides the other Party with written notice of a dispute regarding the interpretation or implementation of this Agreement (a "**Dispute**") then both Parties shall use their best efforts to settle the Dispute by consulting and negotiating with each other in good faith to reach a solution satisfactory to both Parties. If the Parties are unable to resolve any dispute between them, either Party may request that the dispute be submitted first to mediation by an impartial third party to be agreed upon by Northpoint II and Addington Highlands. If the Parties are unable, in good faith, to resolve the dispute through mediation, within sixty (60) days following receipt of the said notice, then either Party may provide written notice to the other Party (the "**Arbitration Notice**") requiring resolution by arbitration and thereafter the Dispute shall be referred to arbitration in accordance with the provisions of the *Arbitration Act, 1991*.

21. This Section sets out the rules and procedures that shall govern any matter that may be arbitrated between the Parties in accordance with the terms of this Agreement. If a Party has the right to request that a matter be submitted to arbitration, the Party may commence the arbitration by delivering a written request to the other Party setting out the issue that the Party requests be submitted to arbitration and the section of this agreement that entitles the Party to request that the matter be resolved by arbitration, and thereafter the matter shall be submitted to arbitration pursuant to the *Arbitration Act*, or any applicable successor legislation, and the decision of the arbitrator or, if more than one, the decision of a majority shall be final and binding on the Parties with no right of appeal on a question of law, fact or mixed law and fact.

22. Where a Party requests a matter be submitted to arbitration, the matter shall be decided by a single arbitrator acceptable to the Parties, unless either Party notifies the other that the former wishes the matter be decided by a Board of Arbitration, in which case each Party may appoint one member to the Board of Arbitration and the two members appointed by the Parties shall appoint the third member who shall act as Chair. The arbitration shall be conducted in English and shall take place in Addington Highlands, Ontario,

23. Notwithstanding anything to the contrary herein, the arbitrator will not have any power to alter or change any provisions of this Agreement or to impose any new provisions to this Agreement or to substitute any new provisions for any existing provisions or to give any decision inconsistent with the



terms and provisions of this Agreement.

24. Each Party shall pay its own costs of the arbitration and shall share equally the costs of the arbitrator and any incidental expenses.

#### **PART IX - ASSIGNMENT**

25. Neither Party may assign this Agreement without the written consent of the other; provided that no consent shall be required for Northpoint II to assign this Agreement to: (i) a successor or affiliated entity; (ii) NextEra Energy Canada Partners Holdings, ULC ("**NECPH**") and any successor or affiliated entity of NECPH or (iii) a Secured Party. Addington Highlands acknowledges that a change in control of Northpoint II shall not be considered an assignment of this Agreement or any of Northpoint II's rights or obligations hereunder. Addington Highlands hereby grants to any Secured Party the rights and remedies set forth in Schedule "C" hereto and, in addition, shall, from time to time, at the request of any of Secured Party, promptly execute and deliver in favour of such Secured Party such consents and acknowledgements granting and confirming the rights and remedies in this Agreement. The Corporation shall also enter into any other reasonable agreements with any such Secured Party as may reasonably be required by Northpoint II in order to obtain financing from such Secured Party.

#### **PART X - GENERAL**

26. All invoices, notices and communications to Northpoint II in connection with this Agreement shall be addressed to the Party at:

Northpoint II Wind, LP  
ATTN: Business Management  
390 Bay Street, Suite 1720  
Toronto, ON M5H 2Y2  
Phone (416) 364-9714

With a copy to:

Northpoint II Wind, LP  
ATTN: General Counsel  
700 Universe Blvd. LAW/JB  
Juno Beach, Florida 33408  
Phone (561) 691-2359

27. All invoices, notices and communications to Addington Highlands in connection with this Agreement shall be addressed to:

The Township of Addington Highlands  
72 Edward Street  
PO Box 89  
Flinton, ON K0H 1P0  
Phone (613) 336-2286

28. Any invoice, notices or other communication required or permitted to be given or made under

this Agreement shall be in writing, and shall be properly given or made if:

- (a) Delivered in person during normal business hours left with the addressee or any other responsible employee at the relevant address set out herein, or
- (b) telexed, telecopied or sent by other means of recorded electronic communication provided receipt thereof is electronically confirmed.

29. Any Party to this Agreement may from time to time change its address for notice by giving notice to the other Party in the manner as herein provided.

30. No amendment to this Agreement shall be permitted, except by the written mutual consent of both Parties, and any amendment shall be in writing.

31. The mere failure of either Party to give notice to the other of the breach or non-fulfillment of any provision of this Agreement shall not constitute acceptance of the breach or non-fulfillment.

32. The acceptance of a breach or non-fulfillment of any provision of this Agreement shall not constitute acceptance of a further breach or non-fulfillment of either the same provision, or any other provision of this Agreement.

33. Notwithstanding anything to the contrary herein, either Party may, by written notice of default to the other, terminate this Agreement in whole or in part if the defaulting Party violates any representation herein or fails to perform any of its responsibilities as set forth in this Agreement or any extension hereof. The non-defaulting party's right to terminate this Agreement may be exercised if the defaulting party does not cure such violation or failure (if the violation or failure is capable of cure) within thirty (30) days following receipt of the default notice from the non-defaulting party specifying the violation or failure.

34. This Agreement shall be governed by and interpreted in accordance with the laws of Canada and the Province of Ontario.

35. Time shall be of the essence in this Agreement.

36. This Agreement constitutes the entire agreement or understanding between the Parties with respect to the subject matter hereof and supersedes all prior negotiations and documents in relation thereto.

37. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be determined by judicial order or decision to be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall be enforced to the fullest extent permitted by law.

38. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

39. Whenever in this Agreement the approval or consent of either Party is required or contemplated, unless otherwise specified, such approval or consent shall not be unreasonably withheld or delayed.

40. This Agreement shall inure to the benefit of Addington Highlands and Northpoint II, and their respective successors and assigns.

41. The Parties hereby acknowledge and agree that the entering into this Agreement constitutes good and valuable consideration for the performance and enforceability of the respective covenants and obligations of each Party contained in this Agreement.

42. It is understood, acknowledged and agreed that nothing contained in this Agreement nor any acts of the Parties will constitute or be deemed to constitute the Parties as partners, joint-venturers or principal and agent in any way or for any purpose. No provision of this Agreement is intended to confer any rights, benefits, remedies, obligations or liabilities hereunder upon any person other than the Parties and their respective successors and assigns.

43. In carrying out this Agreement, Northpoint II shall indemnify Addington Highlands against all third party actions, causes of action, suits, claims and demands whatsoever to the extent arising out of, resulting from, or caused by Northpoint II, its employees, servants or agents except for negligent or tortious acts, errors, or omissions by Addington Highlands.

44. In carrying out this Agreement, Addington Highlands shall indemnify and hold harmless Northpoint II from all claims brought against Northpoint II as a result of Addington Highlands or its representatives' failure to comply with Section 17 hereof. Addington Highlands shall immediately report any breach of Section 17 by Addington Highlands or its representatives.

45. The Parties agree that, notwithstanding anything contained in this Agreement, each Party's liability to any other Party in connection with this Agreement will be limited to direct damages and will exclude any other liability, including without limitation, liability for special, indirect, punitive or consequential damages in contract, tort, warranty, equity, strict liability or otherwise.

46. Northpoint II shall have the right to terminate this Agreement if it is not awarded a Supply Contract under the IESO's Procurement Program.

47. Northpoint II shall reimburse Addington Highlands for reasonable legal fees not to exceed \$5,000 incurred to review this Agreement within ninety (90) days of presentation of a final undisputed invoice and any supporting documentation to Northpoint II in respect of same.

**IN WITNESS WHEREOF** The Parties have cause this Agreement to be executed their duly authorized representatives to be effective as of the Effective Date.

**THE CORPORATION OF THE TOWNSHIP  
OF ADDINGTON HIGHLANDS**

\_\_\_\_\_  
Per:

\_\_\_\_\_  
Per:

**NORTHPOINT II WIND, LP by its general partner  
NORTHPOINT II WIND GP, INC.**

\_\_\_\_\_  
Per:

**Schedule A**  
**Municipal Council Support Resolution**  
**[see attached]**



**Schedule B**  
**Municipal Agreement**  
**[see attached]**

**Schedule C**  
**Rights and Remedies Afforded to Secured Parties**

1. Addington Highlands agrees that, upon a Secured Party giving Addington Highlands written notice that it has the legal right to assume Northpoint II's position under this Agreement, the Secured Party will, without any further action being required, assume Northpoint II's position.
2. Northpoint II hereby authorizes Addington Highlands to take these actions at the request of a Secured Party, without Northpoint II's consent and without proof of the Secured Party's entitlement to assume Northpoint II's position.
3. Addington Highlands hereby acknowledges that Northpoint II may grant security to a trustee or collateral agent acting on behalf of one or more lenders, which trustee or collateral agent is a corporation, trust company or other similar entity that is authorized to carry out the business of a trustee or collateral agent in any of the Provinces of Canada (a "**Collateral Agent**") and Addington Highlands hereby acknowledges and agrees that upon receipt of notice that such security was granted, the Collateral Agent will be entitled to all of the rights of the Secured Party set forth in this Schedule "C", and such notice will constitute notice of the existence of the Collateral Agent as the Secured Party.

**2015-03**

**NEXTERA**



**Patricia Gray**

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**From:** Faiella, Benjamin <Benjamin.Faiella@nexteraenergy.com>  
**Sent:** Tuesday, March 17, 2015 2:43 PM  
**To:** Patricia Gray  
**Subject:** RE: Meeting / Community Benefits Agreement

Hey Patricia, I'm on my way. I may be a few minutes late -- I got hung up at a meeting in Cloyne.

-Ben

Sent from Outlook

On Tue, Mar 17, 2015 at 8:19 AM -0700, "Patricia Gray" <pgray@addingtonhighlands.ca> wrote:

This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email.

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That will be fine. See you then.

**From:** Faiella, Benjamin [mailto:Benjamin.Faiella@nexteraenergy.com]  
**Sent:** Tuesday, March 17, 2015 10:58 AM  
**To:** Patricia Gray  
**Subject:** RE: Meeting / Community Benefits Agreement

Patricia,

Will 3:00 work? I may be able to come earlier too if that works better for you.

Sent from Outlook

On Tue, Mar 17, 2015 at 6:11 AM -0700, "Patricia Gray" <pgray@addingtonhighlands.ca> wrote:

This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email.

---

Hi Ben,

Yes I am in and could meet with you, what time do you think you will be by?

Thanks, Patricia

**From:** Faiella, Benjamin [mailto:Benjamin.Faiella@nexteraenergy.com]  
**Sent:** Monday, March 16, 2015 4:31 PM  
**To:** pgray@addingtonhighlands.ca

**Cc:** Dudek, Derek; Geneau, Nicole

**Subject:** Meeting / Community Benefits Agreement

Patricia,

Good afternoon! I called your office and sounds like you were out this afternoon. I'm in the area and if you're available, I would like to come by Tuesday afternoon go over our proposed community benefits agreement and the new prescribed forms that the IESO just released last week that we will be asking the municipality to execute. Do you have an hour free that we can talk?

Respectfully,

Ben Faiella  
Project Manager  
Wind Development – Canada



700 Universe Blvd. FEW/JB  
Juno Beach, Florida 33408  
Office: (561) 304-5237  
Mobile: (561) 373-8136  
[benjamin.faiella@nexteraenergy.com](mailto:benjamin.faiella@nexteraenergy.com)



## Patricia Gray

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**From:** Faiella, Benjamin <Benjamin.Faiella@nexteraenergy.com>  
**Sent:** Friday, March 20, 2015 9:51 PM  
**To:** pgray@addingtonhighlands.ca  
**Cc:** Dudek, Derek; Geneau, Nicole; Wiley, Al; Atkinson, Bronwyn; Greenhouse, Ben  
**Subject:** Community Vibrancy Agreement  
**Attachments:** Addington Highlands CVA (NextEra Draft 20 Mar 2015).docx; Municipal-Council-Support-Resolution - Addington Highlands.docx; Addington Highlands CVA (NextEra Draft).docx

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

Patricia,

Thank you again for meeting with Jason and I earlier this week to review our proposed Community Vibrancy Agreement. It is encouraging to see that this opportunity has been met with a great deal of enthusiasm from within the Addington Highlands community and I'm really looking forward to watching our relationship grow over the coming weeks.

As for the agreement itself, we made a few small formatting updates to the attached version. The two IESO forms are the same.

As we discussed on Tuesday, I would like to set up a call for us to review the agreement again late next week so I can answer any questions you and Christine may have. Is there a particular time that works for you on Thursday or Friday?

Also, please let me know if Council intends to vote on the Municipal Support Resolution on April 7<sup>th</sup>. The support resolution can be passed now and we can continue to work on the Vibrancy Agreement if Council is not prepared to vote on the entire deal.

In the meantime, feel free to contact me with any questions or concerns you may have. Thanks again and have a great weekend!

Respectfully,

Ben Faiella  
Project Manager  
Wind Development – Canada



700 Universe Blvd. FEW/JB  
Juno Beach, Florida 33408  
Office: (561) 304-5237  
Mobile: (561) 373-8136  
[benjamin.faiella@nexteraenergy.com](mailto:benjamin.faiella@nexteraenergy.com)

**COMMUNITY VIBRANCY AGREEMENT**

THIS AGREEMENT (the "**Agreement**") made as of this \_\_\_ day of \_\_\_\_\_, 2015  
(the "**Effective Date**")

**BETWEEN:**

**THE CORPORATION OF THE TOWNSHIP OF ADDINGTON HIGHLANDS**  
(hereinafter referred to as "**Addington Highlands**")

**OF THE FIRST PART**

- and -

**NEXTERA CANADA DEVELOPMENT & ACQUISITIONS, INC.**  
(hereinafter referred to as "**NCDA**")

**OF THE SECOND PART**

(Addington Highlands and NCDA are hereinafter individually referred to as a "**Party**" and collectively referred to as the "**Parties**")

WHEREAS NCDA is participating in the Independent Electricity System Operator's ("**IESO's**") procurement program for large renewable projects (the "**Procurement Program**") pursuant to which the IESO intends to enter into supply contracts with selected proponents for the supply of electricity from renewable generating facilities; and

WHEREAS NCDA proposes to construct a renewable energy generating facility located partially within the boundaries of The Township of Addington Highlands to be known as the Northpoint II Wind Energy Centre (the "**Wind Project**") to supply electricity in accordance with any Supply Contract awarded to NCDA pursuant to the Procurement Program; and

WHEREAS the Wind Project is expected to be rated at approximately 200 megawatts and will consist of Wind Turbines, together with the appurtenant equipment, buildings, collection systems, transmission facilities, and access roads (a portion of which will be located within the boundaries of the Township of Addington Highlands); and

WHEREAS Addington Highlands has agreed to provide to NCDA the Municipal Council Support Resolution and the Municipal Agreement principally in the forms attached hereto as Schedules A and B respectively, and any similar forms of agreement prescribed by the IESO from time to time in accordance with the terms of the Procurement Program (collectively, the "**Municipal Support Documents**"); and

WHEREAS in recognition of NCDA's community relations efforts and to compensate Addington Highlands for any potential effect the Wind Project may have, directly or indirectly, on Addington Highlands's infrastructure or its ability to provide services to its residents, NCDA has agreed to provide certain amenities and other assurances to Addington Highlands in accordance with the terms of this agreement.

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the parties have agreed with each other as follows:

### PART I - DEFINITIONS

1. In this Agreement:

- (a) "**Amenity Fee**" means the fee payable by NCDA to Addington Highlands in accordance with Part III of this Agreement;
- (b) "**Anything of value**" shall have the meaning set forth in Section 16;
- (c) "**Commercial Operation**" means the point in time when the Wind Project is deemed by the terms of the Supply Contract to have achieved commercial operation;
- (d) "**Commercial Operation Date**" has the same meaning as in the IESO Form and means the date on which commercial operation of the Wind Project is attained;
- (e) "**Community Vibrancy Fund**" shall have the meaning set forth in Section 14;
- (f) "**Construction Period**" means the period of time between the start of construction for the Wind Project and six months after the Commercial Operation Date;
- (g) "**Council**" means the Council of Addington Highlands as elected by the community;
- (h) "**Emergency**" means an emergency as defined by the *Emergency Management and Civil Protection Act*, R.S.O. 1990;
- (i) "**Governmental Official**" shall have the meaning set forth in Section 16;
- (j) "**IESO Form**" means the IESO form of supply contract for the Procurement Program;
- (k) "**Municipal Support Documents**" shall have the meaning set forth in the recitals to this Agreement;
- (l) "**Stub Year**" means the period of time between the Commercial Operation Date and December 31<sup>st</sup> of the same year;
- (m) "**Supply Contract**" means a supply contract entered into with the IESO pursuant to the qualification of NCDA under the Procurement Program;
- (n) "**Wind Project**" shall have the meaning set forth in the recitals to this Agreement;
- (o) "**Wind Turbine**" means a wind driven turbine constructed by NCDA, or any subsidiaries or affiliates of NCDA, as part of the Northpoint II Wind Project; and
- (p) "**year**" means a calendar year.

## **PART II-TERM**

2. This Agreement shall become effective on the Effective Date and shall continue for twenty (20) years or the term of any Supply Contract, whichever is less (the "Term"), unless earlier terminated pursuant to Sections 18, 37 or 48.

## **PART III – MUNICIPAL SUPPORT DOCUMENTS**

3. Addington Highlands shall, within ten (10) business days following receipt of a final draft of any Municipal Support Document(s) from NCDA, deliver two (2) executed original copies of same to NCDA.

## **PART IV - AMENITY FEE**

4. Commencing on the Commercial Operation Date and continuing each year during the Term, NCDA shall pay the Amenity Fee to Addington Highlands.

5. The Amenity Fee for a given year shall be (i) the fixed turbine rate of One Thousand Seven Hundred and Fifty Dollars (\$1,750.00) multiplied by the aggregate nameplate capacity expressed in megawatts of the Wind Turbines which are located within Addington Highlands and were operating for at least sixty (60) days during the year, as determined by NCDA, acting reasonably, plus (ii) One Thousand Seven Hundred and Fifty Dollars (\$1,750.00) per km of overhead transmission lines located within rights-of-way owned by Addington Highlands.

6. Notwithstanding the foregoing, the Amenity Fee for a given year shall be reduced by the amount that property taxes levied by Addington Highlands in respect of the Wind Project in that year exceed the previous year's taxes in respect of the Wind Project by more than five percent (5%). The parties further agree that NCDA may from time to time adjust or cancel any Amenity Fee if the economic return from the Wind Project is materially and adversely affected by a change in law or other circumstance beyond the control of NCDA (including, without limitation, any new charges, levies, deductions or taxes that may in the future be charged, applied or assessed by the IESO or any other governmental authority, against the Wind Project (or revenues therefrom) or NCDA or its affiliates in respect of the Wind Project (or revenues therefrom), other than income taxes of general application), and for so long as such material and adverse effect exists. Prior to making its determination of such material adverse effect, NCDA shall:

- (a) engage in meaningful consultation with Addington Highlands;
- (b) provide to Addington Highlands reasonable disclosure of its reasons for considering such adjustment or cancellation; and
- (c) apply a standard of reasonableness to its determination to ensure that such determination is made in a fair, reasonable and non-arbitrary manner.

7. The Amenity Fee for the Stub Year and the final year of the Term shall be prorated using the percentage that the number of days in the Stub Year or the final year of the Term, as applicable, is to 365.

8. NCDA shall pay the Amenity Fee annually beginning on March 31<sup>st</sup> of the first year following commencement of commercial operations and by each March 31<sup>st</sup> thereafter for the remainder of the Term.

9. If the parties are unable to resolve any dispute between them involving payment of any fees set forth in this Agreement, either party may request that the dispute be submitted first to mediation by an impartial third party to be agreed upon by NCDA and Addington Highlands. If the parties are unable, in good faith, to resolve the dispute through mediation, the dispute shall be submitted to binding arbitration in accordance with the dispute resolution provisions in Part VII of this agreement.

#### **PART V - PERMITS**

10. NCDA shall pay permit fees for all components of the Wind Project, for which a building permit is required, in accordance with the Addington Highlands's permit fee by-laws in effect as of April 7, 2015. For greater clarity, this shall include the Wind Turbines and the maintenance and administration buildings, if any. The parties acknowledge that the amount of the permit fees pursuant to this Section are anticipated to be reasonable charges for the Addington Highlands to administer and enforce the *Building Code Act*. Said fees shall cover the following:

- (a) The cost to review all plans and drawings in support of the application for the permit;
- (b) all inspections of the construction required by the *Building Code Act*;
- (c) the cost to inspect entrance culverts to be installed by NCDA at the entrance onto the property on which the Wind Turbines will be constructed, such culverts to be of a standard specified by and installed to the satisfaction of the Addington Highlands;
- (d) the assigning (but not the installation) of a municipal address for the Wind Turbine; and
- (e) all other efforts reasonably anticipated to be necessary for the issuance of the permit.

11. The Wind Project shall be exempt from payment of any other development charges under any by-law enacted by Council. In the event NCDA is not exempt from the payment of development charges in respect of the Wind Project or is required to pay any increased amount of fees or taxes with respect of the Wind Project, any such payments or increased amounts shall be set off against and deducted from the Amenity Fee required under this Agreement.

12. Addington Highlands agrees to process, review and render a decision on NCDA's permit applications in an expeditious manner and in no case more than the earlier of (i) the timeframe outlined in Addington Highlands' ordinances; and (ii) thirty (30) days.

13. The commitment by Addington Highlands to expedite the processing of permit applications made by NCDA as referenced above shall not be interpreted as implying any obligation on the part of Addington Highlands to approve such applications or submissions. All permit application and submissions made by NCDA shall be considered by Council or the appropriate administrative officer



on their merits at the time the applications or submissions are made. Addington Highlands and NCDA both acknowledge that Addington Highlands cannot enter into any agreement that has the effect of expressly or impliedly fettering the legislative discretion of the current or a future Council and this Agreement is not intended to have that effect.

#### **PART VI - COMMUNITY VIBRANCY FUND**

14. The expenditure of the Amenities Fee by Addington Highlands which forms the subject matter of this Agreement ("**Community Vibrancy Fund**") shall be utilized in any lawful manner by Addington Highlands to support the following:

- (a) Expenditures relating to energy sustainability (i.e. municipal renewable energy systems; vehicle fleet upgrades; building energy-efficiency upgrades; conservation programs);
- (b) land stewardship initiatives (i.e. habitat creation/improvement; tree planting);
- (c) expenditures relating to development and construction of Addington Highlands recreational facilities and community facilities (i.e. arenas, parks, trails);
- (d) expenditures for improvement of community and protective services (i.e. police, fire, healthcare);
- (e) expenditures related to roads, urban infrastructure and community facilities;
- (f) expenditures related to education and job training;
- (g) property tax relief for residents and businesses in the community; or
- (h) other community-related activities sanctioned by Addington Highlands;

15. All proposed expenditures or application of funds from the Community Vibrancy Fund shall require approval by Addington Highlands in a public forum, pursuant to the *Municipal Act* and in accordance with all of Addington Highlands's obligations under Sections 15 through 17.

16. Notwithstanding anything to the contrary herein, Addington Highlands, in its administration of the Community Vibrancy Fund, shall refrain from offering, giving or promising, directly or indirectly, money or anything of value to a Governmental Official to influence the official in his or her official capacity, induce the official to do or omit to do an act in violation of his or her lawful duty, or to secure any improper advantage in order to assist in obtaining or retaining business for or with, or directing business to, any person. For the purposes of this Section 16, "**anything of value**" shall include, but not be limited to, cash or a cash equivalent (including, a "grease", "expediting" or facilitation payment), discounts, gifts, use of materials, facilities or equipment, entertainment, drinks, meals, transportation, lodging, insurance benefits, or promise of future employment. "**Governmental Official**" shall mean any official, employee, agent, or representative of any Canadian, state, federal, provincial, municipal, local or tribal government or any instrumentality thereof; any official, employee, agent, or representative of any government-owned or government-controlled enterprise, any foreign public administration or publicly funded organization, any public international

organization, or any political party; any candidates for public office or political parties; or any relatives or close family/household members of any of those listed above. It being hereby agreed that a breach by either party of this Section 16 shall constitute a fundamental breach of this Agreement.

17. In regards to the receipt and administration of the Amenities Fees received from NCDA to the Community Vibrancy Fund, Addington Highlands shall, at a minimum, institute the following process and procedures:

- (a) Make and keep books, records, and accounts, which, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the Amenities Fees received from NCDA; and
- (b) devise and maintain a system of internal accounting controls sufficient to provide reasonable assurances that:
  - (i) transactions are executed in accordance with Addington Highlands's general or specific authorization;
  - (ii) transactions are recorded as necessary (a) to permit preparation of financial statements in conformity with generally accepted accounting principles or any other criteria applicable to such statements, and (b) to maintain accountability for all payments received;
  - (iii) access to the fund and all payments held therein is permitted only in accordance with Addington Highlands's general or specific authorization; and
  - (iv) the recorded accountability for all such payments held in the fund is compared with the existing fund balance at reasonable intervals and appropriate action is taken with respect to any differences.

18. Upon reasonable notice to Addington Highlands, NCDA shall have the right to: (i) inspect and audit (at NCDA's sole cost and expense) all records created and maintained which relate to the transactions undertaken by Addington Highlands with regard to the Community Vibrancy Fund; and (ii) receive annual audited financial statements of Addington Highlands, prepared by an independent third party in accordance with the *Municipal Act*. Notwithstanding any other provision of this Agreement to the contrary, NCDA shall have the right to terminate this Agreement in the event of any breach of Sections 14 through 18 of this Agreement.

#### **PART VII - DISPUTE RESOLUTION**

19. In the event that either Party provides the other Party with written notice of a dispute regarding the interpretation or implementation of this Agreement (a "**Dispute**") then both Parties shall use their best efforts to settle the Dispute by consulting and negotiating with each other in good faith to reach a solution satisfactory to both Parties. If the parties are unable to resolve any dispute between them, either party may request that the dispute be submitted first to mediation by an impartial third party to be agreed upon by NCDA and Addington Highlands. If the parties are unable, in good faith, to resolve the dispute through mediation, within sixty (60) days following receipt of the said notice, then either Party may provide written notice to the other Party (the "**Arbitration Notice**") requiring

resolution by arbitration and thereafter the Dispute shall be referred to arbitration in accordance with the provisions of the *Arbitration Act, 1991*.

20. This Section sets out the rules and procedures that shall govern any matter that may be arbitrated between the parties in accordance with the terms of this Agreement. If a party has the right to request that a matter be submitted to arbitration, the party may commence the arbitration by delivering a written request to the other party setting out the issue that the party requests be submitted to arbitration and the section of this agreement that entitles the party to request that the matter be resolved by arbitration, and thereafter the matter shall be submitted to arbitration pursuant to the *Arbitrations Act*, or any applicable successor legislation, and the decision of the arbitrator or, if more than one, the decision of a majority shall be final and binding on the parties with no right of appeal on a question of law, fact or mixed law and fact.

21. Where a party requests a matter be submitted to arbitration, the matter shall be decided by a single arbitrator acceptable to the parties, unless either party notifies the other that the former wishes the matter be decided by a Board of Arbitration, in which case each party may appoint one member to the Board of Arbitration and the two members appointed by the parties shall appoint the third member who shall act as Chair. The arbitration shall be conducted in English and shall take place in London, Ontario,

22. Notwithstanding anything to the contrary herein, the arbitrator will not have any power to alter or change any provisions of this Agreement or to impose any new provisions to this Agreement or to substitute any new provisions for any existing provisions or to give any decision inconsistent with the terms and provisions of this Agreement.

23. Each party shall pay its own costs of the arbitration and shall share equally the costs of the arbitrator and any incidental expenses.

#### **PART VIII - ASSIGNMENT**

26. No consent shall be required for NCD A to assign this Agreement to an affiliated or successor entity, or for purposes of securing indebtedness or other obligations respecting the NCD A Wind Project. Addington Highlands acknowledges that a change in control of NCD A shall not be considered an assignment of this Agreement or of any of NCD A's rights and obligations under this Agreement.

27. For greater certainty, NCD A shall be entitled to assign this Agreement and all of its rights thereunder without the consent of Addington Highlands to NCD A's lenders ("**Secured Parties**" or "**Secured Party**" as applicable) as security for NCD A's obligations to such Secured Parties which shall be further entitled to assign this Agreement and the NCD A's rights thereunder in connection with an enforcement of their security. Addington Highlands hereby agrees to execute and deliver an acknowledgement and consent agreement in favour of any applicable Secured Party or assignee thereof, granting and confirming the rights and remedies in this Agreement and to enter into any other reasonable agreements with the Secured Party, as may reasonably be required by NCD A in order to obtain financing from the Secured Party

28. If NCD A proposes to sell, convey, transfer, assign, lease or otherwise dispose of its ownership or control of the Northpoint II Wind Project, or to make a bulk sale of NCD A's assets within the provisions of the *Bulk Sales Act*, NCD A covenants and agrees to notify Addington Highlands sixty (60)

days following said change.

29. NCDA agrees to provide, following any such change, an acknowledgement from any transferee, lessee, or assignee that it has written notice of and acknowledges this Agreement, and agrees to be fully bound by and to perform the duties and obligations of NCDA hereunder in the same manner as if such person was an original signatory to this Agreement.

**PART IX - GENERAL**

30. All invoices, notices and communications to NCDA in connection with this Agreement shall be addressed to the party at:

NextEra Canada Development & Acquisitions, Inc.  
ATTN: Business Management  
390 Bay Street, Suite 1720  
Toronto, ON M5H 2Y2  
Phone (416) 364-9714

With a copy to:

NextEra Canada Development & Acquisitions, Inc.  
ATTN: General Counsel  
700 Universe Blvd. LAW/JB  
Juno Beach, Florida 33408  
Phone (561) 691-2359

31. All invoices, notices and communications to Addington Highlands in connection with this Agreement shall be addressed to:

The Township of Addington Highlands  
72 Edward Street  
PO Box 89  
Flinton, ON K0H 1P0  
Phone (613) 336-2286

32. Any invoice, notices or other communication required or permitted to be given or made under this Agreement shall be in writing, and shall be properly given or made if:

- (a) Delivered in person during normal business hours left with the addressee or any other responsible employee at the relevant address set out herein, or
- (b) telexed, telecopied or sent by other means of recorded electronic communication provided receipt thereof is electronically confirmed.

33. Any party to this Agreement may from time to time change its address for notice by giving notice to the other party in the manner as herein provided.

34. No amendment to this Agreement shall be permitted, except by the written mutual consent of

both parties, and any amendment shall be in writing.

35. The mere failure of either party to give notice to the other of the breach or non-fulfillment of any provision of this Agreement shall not constitute acceptance of the breach or non-fulfillment.

36. The acceptance of a breach or non-fulfillment of any provision of this Agreement shall not constitute acceptance of a further breach or non-fulfillment of either the same provision, or any other provision of this Agreement.

37. Notwithstanding anything to the contrary herein, either party may, by written notice of default to the other, terminate this Agreement in whole or in part if the defaulting party violates any representation herein or fails to perform any of its responsibilities as set forth in this Agreement or any extension hereof. The non-defaulting party's right to terminate this Agreement may be exercised if the defaulting party does not cure such violation or failure (if the violation or failure is capable of cure) within thirty (30) days following receipt of the default notice from the non-defaulting party specifying the violation or failure.

38. This Agreement shall be governed by and interpreted in accordance with the laws of Canada and the Province of Ontario.

39. Time shall be of the essence in this Agreement.

40. This Agreement constitutes the entire agreement or understanding between the parties with respect to the subject matter hereof and supersedes all prior negotiations and documents in relation thereto.

41. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be determined by judicial order or decision to be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall be enforced to the fullest extent permitted by law.

42. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

43. Whenever in this Agreement the approval or consent of either party is required or contemplated, unless otherwise specified, such approval or consent shall not be unreasonably withheld or delayed.

44. This Agreement shall inure to the benefit of Addington Highlands and NCDA, and their respective successors and assigns.

45. The Parties hereby acknowledge and agree that the entering into this Agreement constitutes good and valuable consideration for the performance and enforceability of the respective covenants and obligations of each Party contained in this Agreement.

46. It is understood, acknowledged and agreed that nothing contained in this Agreement nor any acts of the Parties will constitute or be deemed to constitute the Parties as partners, joint-venturers or principal and agent in any way or for any purpose. No provision of this Agreement is intended to

confer any rights, benefits, remedies, obligations or liabilities hereunder upon any person other than the Parties and their respective successors and assigns.

47. The Parties agree that, notwithstanding anything contained in this Agreement, each Party's liability to any other Party in connection with this Agreement will be limited to direct damages and will exclude any other liability, including without limitation, liability for special, indirect, punitive or consequential damages in contract, tort, warranty, equity, strict liability or otherwise.

48. NCDCA shall have the right to terminate this Agreement if it is not awarded a Supply Contract under the IESO's Procurement Program.

**IN WITNESS WHEREOF** The Parties have cause this Agreement to be executed their duly authorized representatives to be effective as of the Effective Date.

**THE CORPORATION OF THE TOWNSHIP  
OF ADDINGTON HIGHLANDS**

\_\_\_\_\_  
Per:

\_\_\_\_\_  
Per:

**NEXTERA CANADA DEVELOPMENT &  
ACQUISITIONS, INC.**

\_\_\_\_\_  
Per:



**Schedule A**  
**Municipal Council Support Resolution**  
**[attach]**

**Schedule B**  
**Municipal Agreement**  
**[attach]**

**Prescribed Template – Municipal Council Support Resolution**

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Capitalized terms not defined herein have the meaning ascribed to them in the LRP I RFP.

Resolution NO: \_\_\_\_\_ Date: \_\_\_\_\_

**[WHEREAS]:**

1. The Registered Proponent is proposing to develop, construct and operate a Large Renewable Project, with the characteristics outlined in the table below, under the LRP I RFP.

Name of the Large Renewable Project:	Northpoint II Wind Energy Centre
Registered Proponent:	NextEra Canada Development & Acquisitions, Inc.
Renewable Fuel of the Large Renewable Project:	On-Shore Wind
Contract Capacity of the Large Renewable Project <MW>:	200 MW
Description of the Properties within the geographic bounds of the Local Municipality on which the Site and/or Connection Line is located <PIN(s) (if a PIN is not available, use legal description), Grid Cell(s) and/or Waterpower Site Number>:	See Schedule A attached (the "Lands")

2. The Registered Proponent acknowledges that the Large Renewable Project and/or proposed Connection Line, either in whole or in part is to be located on lands under the jurisdiction of The Corporation of the Township of Addington Highlands;
3. The Registered Proponent has requested that the council of The Corporation of the Township of Addington Highlands indicate by resolution their support for the Large Renewable Project and/or proposed Connection Line on the Lands;
4. Pursuant to the LRP I RFP, Proposals that receive the formal support of the local jurisdictional authorities of all the Project Communities in which the Large Renewable Project and proposed Connection Line are being located in the form of a support resolution will be awarded Rated Criteria points for the purpose of ranking the Proposal in relation to other Proposals for a contract under the LRP I RFP; and

**[NOW THEREFORE BE IT RESOLVED THAT]:**

5. The council of The Corporation of the Township of Addington Highlands supports the development, construction and operation of the Large Renewable Project and/or proposed Connection Line on the Lands.
6. This resolution's sole purpose is to enable the Registered Proponent to receive Rated Criteria points under LRP I RFP and may not be used for the purpose of any other form of approval in relation to the Proposal or Large Renewable Project and/or proposed Connection Line or for any other purpose. Rated Criteria points will be used to rank the Registered Proponent's Proposal in relation to other Proposals received by the IESO under the LRP I RFP.

**Prescribed Template – Municipal Council Support Resolution**

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7. Though this resolution may impact the rank of the Registered Proponent's Proposal in relation to other Proposals received by the IESO, it does not guarantee a contract will be offered to the Registered Proponent under the LRP I RFP.

**[DULY RESOLVED BY THE LOCAL MUNICIPALITY]**

on the \_\_ day of \_\_\_\_\_, 20\_\_

1.	Name:	Title:
	Signature:	
2.	Name:	Title:
	Signature:	
3.	Name:	Title:
	Signature:	
4.	Name:	Title:
	Signature:	
5.	Name:	Title:
	Signature:	

<Signature lines for elected representatives. At least one signature is required.>

**COMMUNITY VIBRANCY AGREEMENT**

THIS AGREEMENT (the "**Agreement**") made as of this \_\_\_ day of \_\_\_\_\_, 2015  
(the "**Effective Date**")

**BETWEEN:**

**THE CORPORATION OF THE TOWNSHIP OF ADDINGTON HIGHLANDS**  
(hereinafter referred to as "**Addington Highlands**")

**OF THE FIRST PART**

- and -

**NEXTERA CANADA DEVELOPMENT & ACQUISITIONS, INC.**  
(hereinafter referred to as "**NCDA**")

**OF THE SECOND PART**

(Addington Highlands and NCDA are hereinafter individually referred to as a "**Party**" and collectively referred to as the "**Parties**")

WHEREAS NCDA is participating in the Independent Electricity System Operator's ("**IESO's**") procurement program for large renewable projects (the "**Procurement Program**") pursuant to which the IESO intends to enter into supply contracts with selected proponents for the supply of electricity from renewable generating facilities; and

WHEREAS NCDA proposes to construct a renewable energy generating facility located partially within the boundaries of The Township of Addington Highlands to be known as the Northpoint II Wind Energy Centre ("**Wind Project**") to supply electricity in accordance with any Supply Contract awarded to NCDA pursuant to the Procurement Program; and

WHEREAS the Wind Project is expected to be rated at approximately 200 megawatts and will consist of Wind Turbines, together with the appurtenant equipment, buildings, collection systems, transmission facilities, and access roads (a portion of which will be located within the boundaries of the Township of Addington Highlands); and

WHEREAS Addington Highlands has agreed to provide to NCDA the Municipal Council Support Resolution and the Municipal Agreement principally in the forms attached hereto as Schedules A and B respectively, and any similar forms of agreement prescribed by the IESO from time to time in accordance with the terms of the Procurement Program (collectively, the "**Municipal Support Documents**"); and

WHEREAS in recognition of NCDA's community relations efforts and to compensate Addington Highlands for any potential effect the Wind Project may have, directly or indirectly, on Addington Highlands's infrastructure or its ability to provide services to its residents, NCDA has agreed to provide certain amenities and other assurances to Addington Highlands in accordance with the terms of this agreement.

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the parties have agreed with each other as follows:

#### PART I - DEFINITIONS

1. In this Agreement:

- (a) "**Amenity Fee**" means the fee payable by NCDA to Addington Highlands in accordance with Part III of this Agreement;
- (b) "**Anything of value**" shall have the meaning set forth in Section 16;
- (c) "**Northpoint II Wind Energy Centre**" or the "**Wind Project**" means the proposed renewable energy generating facility and its Wind Turbines, appurtenant equipment, buildings, collection systems, transmission facilities, and access roads to be constructed by NCDA partly within the Township of Addington Highlands for the purpose of supplying electricity in accordance with a Supply Contract;
- (d) "**Commercial Operation**" means the point in time when the Wind Project is deemed by the terms of the Supply Contract to have achieved commercial operation;
- (e) "**Commercial Operation Date**" has the same meaning as in the IESO Form and means the date on which commercial operation of the Wind Project is attained;
- (f) "**Community Vibrancy Fund**" shall have the meaning set forth in Section 14;
- (g) "**Construction Period**" means the period of time between the start of construction for the Wind Project and six months after the Commercial Operation Date;
- (h) "**Council**" means the Council of Addington Highlands as elected by the community;
- (i) "**Emergency**" means an emergency as defined by the *Emergency Management and Civil Protection Act*, R.S.O. 1990;
- (j) "**Governmental Official**" shall have the meaning set forth in Section 16;
- (k) "**IESO Form**" means the IESO form of supply contract for the Procurement Program;
- (l) "**Municipal Support Documents**" shall have the meaning set forth in the recitals to this Agreement;
- (m) "**Stub Year**" means the period of time between the Commercial Operation Date and December 31<sup>st</sup> of the same year;
- (n) "**Supply Contract**" means a supply contract entered into with the IESO pursuant to the qualification of NCDA under the Procurement Program;



- (o) **"Wind Turbine"** means a wind driven turbine constructed by NCDA, or any subsidiaries or affiliates of NCDA, as part of the Northpoint II Wind Project; and
- (p) **"year"** means a calendar year.

#### **PART II-TERM**

2. This Agreement shall become effective on the Effective Date and shall continue for twenty (20) years or the term of any Supply Contract, whichever is less (the **"Term"**), unless earlier terminated pursuant to Sections 18, 37 or 48.

#### **PART III – MUNICIPAL SUPPORT DOCUMENTS**

3. Addington Highlands shall, within ten (10) business days following receipt of a final draft of any Municipal Support Document(s) from NCDA, deliver two (2) executed original copies of same to NCDA.

#### **PART IV - AMENITY FEE**

4. Commencing on the Commercial Operation Date and continuing each year during the Term, NCDA shall pay the Amenity Fee to Addington Highlands.

5. The Amenity Fee for a given year shall be (i) the fixed turbine rate of One Thousand Seven Hundred and Fifty Dollars (\$1,750.00) multiplied by the aggregate nameplate capacity expressed in megawatts of the Wind Turbines which are located within Addington Highlands and were operating for at least sixty (60) days during the year, as determined by NCDA, acting reasonably, plus (ii) One Thousand Seven Hundred and Fifty Dollars (\$1,750.00) per km of overhead transmission lines located within rights-of-way owned by Addington Highlands.

6. Notwithstanding the foregoing, the Amenity Fee for a given year shall be reduced by the amount that property taxes levied by Addington Highlands in respect of the Wind Project in that year exceed the previous year's taxes in respect of the Wind Project by more than five percent (5%). The parties further agree that NCDA may from time to time adjust or cancel any Amenity Fee if the economic return from the Wind Project is materially and adversely affected by a change in law or other circumstance beyond the control of NCDA (including, without limitation, any new charges, levies, deductions or taxes that may in the future be charged, applied or assessed by the IESO or any other governmental authority, against the Wind Project (or revenues therefrom) or NCDA or its affiliates in respect of the Wind Project (or revenues therefrom), other than income taxes of general application), and for so long as such material and adverse effect exists. Prior to making its determination of such material adverse effect, NCDA shall:

- (a) engage in meaningful consultation with Addington Highlands;
- (b) provide to Addington Highlands reasonable disclosure of its reasons for considering such adjustment or cancellation; and
- (c) apply a standard of reasonableness to its determination to ensure that such

determination is made in a fair, reasonable and non-arbitrary manner.

7. The Amenity Fee for the Stub Year and the final year of the Term shall be prorated using the percentage that the number of days in the Stub Year or the final year of the Term, as applicable, is to 365.

8. NCDA shall pay the Amenity Fee annually beginning on March 31<sup>st</sup> of the first year following commencement of commercial operations and by each March 31<sup>st</sup> thereafter for the remainder of the Term.

9. If the parties are unable to resolve any dispute between them involving payment of any fees set forth in this Agreement, either party may request that the dispute be submitted first to mediation by an impartial third party to be agreed upon by NCDA and Addington Highlands. If the parties are unable, in good faith, to resolve the dispute through mediation, the dispute shall be submitted to binding arbitration in accordance with the dispute resolution provisions in Part VII of this agreement.

#### **PART V - PERMITS**

10. NCDA shall pay permit fees for all components of the Wind Project, for which a building permit is required, in accordance with the Addington Highlands's permit fee by-laws in effect as of April 7, 2015. For greater clarity, this shall include the Wind Turbines and the maintenance and administration buildings, if any. The parties acknowledge that the amount of the permit fees pursuant to this Section are anticipated to be reasonable charges for the Addington Highlands to administer and enforce the *Building Code Act*. Said fees shall cover the following:

- (a) The cost to review all plans and drawings in support of the application for the permit;
- (b) all inspections of the construction required by the *Building Code Act*;
- (c) the cost to inspect entrance culverts to be installed by NCDA at the entrance onto the property on which the Wind Turbines will be constructed, such culverts to be of a standard specified by and installed to the satisfaction of the Addington Highlands;
- (d) the assigning (but not the installation) of a municipal address for the Wind Turbine; and
- (e) all other efforts reasonably anticipated to be necessary for the issuance of the permit.

11. The Wind Project shall be exempt from payment of any other development charges under any by-law enacted by Council. In the event NCDA is not exempt from the payment of development charges in respect of the Wind Project or is required to pay any increased amount of fees or taxes with respect of the Wind Project, any such payments or increased amounts shall be set off against and deducted from the Amenity Fee required under this Agreement.

12. Addington Highlands agrees to process, review and render a decision on NCDA's permit applications in an expeditious manner and in no case more than the earlier of (i) the timeframe

outlined in Addington Highlands' ordinances; and (ii) thirty (30) days.

13. The commitment by Addington Highlands to expedite the processing of permit applications made by NCDA as referenced above shall not be interpreted as implying any obligation on the part of Addington Highlands to approve such applications or submissions. All permit application and submissions made by NCDA shall be considered by Council or the appropriate administrative officer on their merits at the time the applications or submissions are made. Addington Highlands and NCDA both acknowledge that Addington Highlands cannot enter into any agreement that has the effect of expressly or impliedly fettering the legislative discretion of the current or a future Council and this Agreement is not intended to have that effect.

#### **PART VI - COMMUNITY VIBRANCY FUND**

14. The expenditure of the Amenities Fee by Addington Highlands which forms the subject matter of this Agreement ("**Community Vibrancy Fund**") shall be utilized in any lawful manner by Addington Highlands to support the following:

- (a) Expenditures relating to energy sustainability (i.e. municipal renewable energy systems; vehicle fleet upgrades; building energy-efficiency upgrades; conservation programs);
- (b) land stewardship initiatives (i.e. habitat creation/improvement; tree planting);
- (c) expenditures relating to development and construction of Addington Highlands recreational facilities and community facilities (i.e. arenas, parks, trails);
- (d) expenditures for improvement of community and protective services (i.e. police, fire, healthcare);
- (e) expenditures related to roads, urban infrastructure and community facilities;
- (f) expenditures related to education and job training;
- (g) property tax relief for residents and businesses in the community; or
- (h) other community-related activities sanctioned by Addington Highlands;

15. All proposed expenditures or application of funds from the Community Vibrancy Fund shall require approval by Addington Highlands in a public forum, pursuant to the *Municipal Act* and in accordance with all of Addington Highlands's obligations under Sections 15 through 17.

16. Notwithstanding anything to the contrary herein, Addington Highlands, in its administration of the Community Vibrancy Fund, shall refrain from offering, giving or promising, directly or indirectly, money or anything of value to a Governmental Official to influence the official in his or her official capacity, induce the official to do or omit to do an act in violation of his or her lawful duty, or to secure any improper advantage in order to assist in obtaining or retaining business for or with, or directing business to, any person. For the purposes of this Section 16, "**anything of value**" shall include, but not be limited to, cash or a cash equivalent (including, a "grease", "expediting" or

facilitation payment), discounts, gifts, use of materials, facilities or equipment, entertainment, drinks, meals, transportation, lodging, insurance benefits, or promise of future employment. "Governmental Official" shall mean any official, employee, agent, or representative of any Canadian, state, federal, provincial, municipal, local or tribal government or any instrumentality thereof; any official, employee, agent, or representative of any government-owned or government-controlled enterprise, any foreign public administration or publicly funded organization, any public international organization, or any political party; any candidates for public office or political parties; or any relatives or close family/household members of any of those listed above. It being hereby agreed that a breach by either party of this Section 16 shall constitute a fundamental breach of this Agreement.

17. In regards to the receipt and administration of the Amenities Fees received from NCDCA to the Community Vibrancy Fund, Addington Highlands shall, at a minimum, institute the following process and procedures:

- (a) Make and keep books, records, and accounts, which, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the Amenities Fees received from NCDCA; and
- (b) devise and maintain a system of internal accounting controls sufficient to provide reasonable assurances that:
  - (i) transactions are executed in accordance with Addington Highlands's general or specific authorization;
  - (ii) transactions are recorded as necessary (a) to permit preparation of financial statements in conformity with generally accepted accounting principles or any other criteria applicable to such statements, and (b) to maintain accountability for all payments received;
  - (iii) access to the fund and all payments held therein is permitted only in accordance with Addington Highlands's general or specific authorization; and
  - (iv) the recorded accountability for all such payments held in the fund is compared with the existing fund balance at reasonable intervals and appropriate action is taken with respect to any differences.

18. Upon reasonable notice to Addington Highlands, NCDCA shall have the right to: (i) inspect and audit (at NCDCA's sole cost and expense) all records created and maintained which relate to the transactions undertaken by Addington Highlands with regard to the Community Vibrancy Fund; and (ii) receive annual audited financial statements of Addington Highlands, prepared by an independent third party in accordance with the *Municipal Act*. Notwithstanding any other provision of this Agreement to the contrary, NCDCA shall have the right to terminate this Agreement in the event of any breach of Sections 14 through 18 of this Agreement.

#### **PART VII - DISPUTE RESOLUTION**

19. In the event that either Party provides the other Party with written notice of a dispute regarding the interpretation or implementation of this Agreement (a "Dispute") then both Parties shall use

their best efforts to settle the Dispute by consulting and negotiating with each other in good faith to reach a solution satisfactory to both Parties. If the parties are unable to resolve any dispute between them, either party may request that the dispute be submitted first to mediation by an impartial third party to be agreed upon by NCDCA and Addington Highlands. If the parties are unable, in good faith, to resolve the dispute through mediation, within sixty (60) days following receipt of the said notice, then either Party may provide written notice to the other Party (the "**Arbitration Notice**") requiring resolution by arbitration and thereafter the Dispute shall be referred to arbitration in accordance with the provisions of the *Arbitration Act, 1991*.

20. This Section sets out the rules and procedures that shall govern any matter that may be arbitrated between the parties in accordance with the terms of this Agreement. If a party has the right to request that a matter be submitted to arbitration, the party may commence the arbitration by delivering a written request to the other party setting out the issue that the party requests be submitted to arbitration and the section of this agreement that entitles the party to request that the matter be resolved by arbitration, and thereafter the matter shall be submitted to arbitration pursuant to the *Arbitrations Act*, or any applicable successor legislation, and the decision of the arbitrator or, if more than one, the decision of a majority shall be final and binding on the parties with no right of appeal on a question of law, fact or mixed law and fact.

21. Where a party requests a matter be submitted to arbitration, the matter shall be decided by a single arbitrator acceptable to the parties, unless either party notifies the other that the former wishes the matter be decided by a Board of Arbitration, in which case each party may appoint one member to the Board of Arbitration and the two members appointed by the parties shall appoint the third member who shall act as Chair. The arbitration shall be conducted in English and shall take place in London, Ontario,

22. Notwithstanding anything to the contrary herein, the arbitrator will not have any power to alter or change any provisions of this Agreement or to impose any new provisions to this Agreement or to substitute any new provisions for any existing provisions or to give any decision inconsistent with the terms and provisions of this Agreement.

23. Each party shall pay its own costs of the arbitration and shall share equally the costs of the arbitrator and any incidental expenses.

#### **PART VIII - ASSIGNMENT**

26. No consent shall be required for NCDCA to assign this Agreement to an affiliated or successor entity, or for purposes of securing indebtedness or other obligations respecting the NCDCA Wind Project. Addington Highlands acknowledges that a change in control of NCDCA shall not be considered an assignment of this Agreement or of any of NCDCA's rights and obligations under this Agreement.

27. For greater certainty, NCDCA shall be entitled to assign this Agreement and all of its rights thereunder without the consent of Addington Highlands to NCDCA's lenders ("**Secured Parties**" or "**Secured Party**" as applicable) as security for NCDCA's obligations to such Secured Parties which shall be further entitled to assign this Agreement and the NCDCA's rights thereunder in connection with an enforcement of their security. Addington Highlands hereby agrees to execute and deliver an acknowledgement and consent agreement in favour of any applicable Secured Party or assignee thereof, granting and confirming the rights and remedies in this Agreement and to enter into any

other reasonable agreements with the Secured Party, as may reasonably be required by NCDA in order to obtain financing from the Secured Party

28. If NCDA proposes to sell, convey, transfer, assign, lease or otherwise dispose of its ownership or control of the Northpoint II Wind Project, or to make a bulk sale of NCDA's assets within the provisions of the *Bulk Sales Act*, NCDA covenants and agrees to notify Addington Highlands sixty (60) days following said change.

29. NCDA agrees to provide, following any such change, an acknowledgement from any transferee, lessee, or assignee that it has written notice of and acknowledges this Agreement, and agrees to be fully bound by and to perform the duties and obligations of NCDA hereunder in the same manner as if such person was an original signatory to this Agreement.

#### **PART IX - GENERAL**

30. All invoices, notices and communications to NCDA in connection with this Agreement shall be addressed to the party at:

NextEra Canada Development & Acquisitions, Inc.  
ATTN: Business Management  
390 Bay Street, Suite 1720  
Toronto, ON M5H 2Y2  
Phone (416) 364-9714

With a copy to:

NextEra Canada Development & Acquisitions, Inc.  
ATTN: General Counsel  
700 Universe Blvd. LAW/JB  
Juno Beach, Florida 33408  
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31. All invoices, notices and communications to Addington Highlands in connection with this Agreement shall be addressed to:

The Township of Addington Highlands  
72 Edward Street  
PO Box 89  
Flinton, ON K0H 1P0  
Phone (613) 336-2286

32. Any invoice, notices or other communication required or permitted to be given or made under this Agreement shall be in writing, and shall be properly given or made if:

- (a) Delivered in person during normal business hours left with the addressee or any other responsible employee at the relevant address set out herein, or
- (b) telexed, telecopied or sent by other means of recorded electronic communication provided receipt thereof is electronically confirmed.



33. Any party to this Agreement may from time to time change its address for notice by giving notice to the other party in the manner as herein provided.

34. No amendment to this Agreement shall be permitted, except by the written mutual consent of both parties, and any amendment shall be in writing.

35. The mere failure of either party to give notice to the other of the breach or non-fulfillment of any provision of this Agreement shall not constitute acceptance of the breach or non-fulfillment.

36. The acceptance of a breach or non-fulfillment of any provision of this Agreement shall not constitute acceptance of a further breach or non-fulfillment of either the same provision, or any other provision of this Agreement.

37. Notwithstanding anything to the contrary herein, either party may, by written notice of default to the other, terminate this Agreement in whole or in part if the defaulting party violates any representation herein or fails to perform any of its responsibilities as set forth in this Agreement or any extension hereof. The non-defaulting party's right to terminate this Agreement may be exercised if the defaulting party does not cure such violation or failure (if the violation or failure is capable of cure) within thirty (30) days following receipt of the default notice from the non-defaulting party specifying the violation or failure.

38. This Agreement shall be governed by and interpreted in accordance with the laws of Canada and the Province of Ontario.

39. Time shall be of the essence in this Agreement.

40. This Agreement constitutes the entire agreement or understanding between the parties with respect to the subject matter hereof and supersedes all prior negotiations and documents in relation thereto.

41. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be determined by judicial order or decision to be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall be enforced to the fullest extent permitted by law.

42. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

43. Whenever in this Agreement the approval or consent of either party is required or contemplated, unless otherwise specified, such approval or consent shall not be unreasonably withheld or delayed.

44. This Agreement shall inure to the benefit of Addington Highlands and NCD, and their respective successors and assigns.

45. The Parties hereby acknowledge and agree that the entering into this Agreement constitutes good and valuable consideration for the performance and enforceability of the respective covenants

and obligations of each Party contained in this Agreement.

46. It is understood, acknowledged and agreed that nothing contained in this Agreement nor any acts of the Parties will constitute or be deemed to constitute the Parties as partners, joint-venturers or principal and agent in any way or for any purpose. No provision of this Agreement is intended to confer any rights, benefits, remedies, obligations or liabilities hereunder upon any person other than the Parties and their respective successors and assigns.

47. The Parties agree that, notwithstanding anything contained in this Agreement, each Party's liability to any other Party in connection with this Agreement will be limited to direct damages and will exclude any other liability, including without limitation, liability for special, indirect, punitive or consequential damages in contract, tort, warranty, equity, strict liability or otherwise.

48. NCDA shall have the right to terminate this Agreement if it is not awarded a Supply Contract under the IESO's Procurement Program.

**IN WITNESS WHEREOF** The Parties have cause this Agreement to be executed their duly authorized representatives to be effective as of the Effective Date.

**THE CORPORATION OF THE TOWNSHIP  
OF ADDINGTON HIGHLANDS**

\_\_\_\_\_  
Per:

\_\_\_\_\_  
Per:

**NEXTERA CANADA DEVELOPMENT &  
ACQUISITIONS, INC.**

\_\_\_\_\_  
Per:

**Schedule A**  
**Municipal Council Support Resolution**  
**[attach]**

**Schedule B**  
**Municipal Agreement**  
**[attach]**

**2015-04**

**NEXTERA**



## Patricia Gray

---

**From:** Faiella, Benjamin <Benjamin.Faiella@nexteraenergy.com>  
**Sent:** Wednesday, April 01, 2015 5:40 PM  
**To:** Patricia Gray  
**Cc:** Dudek, Derek  
**Subject:** RE: Community Vibrancy Agreement

Patricia,

Ok, thanks for the heads up. Enjoy your time off! We'll schedule something for the week of the 13<sup>th</sup>.

Respectfully,

Ben Faiella  
Project Manager  
Wind Development – Canada



700 Universe Blvd. FEW/JB  
Juno Beach, Florida 33408  
Office: (561) 304-5237  
Mobile: (561) 373-8136  
[benjamin.faiella@nexteraenergy.com](mailto:benjamin.faiella@nexteraenergy.com)

**From:** Patricia Gray [<mailto:pgray@addingtonhighlands.ca>]  
**Sent:** Wednesday, April 01, 2015 5:37 PM  
**To:** Faiella, Benjamin  
**Subject:** RE: Community Vibrancy Agreement

This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email.

Hi Ben,

I may have a chance to get looking at everything however Christine will not, she has the Council meeting on the 7<sup>th</sup>. Sorry but it looks like the 13<sup>th</sup> before we may have any comments.

I am off tomorrow, Friday and Monday – returning Tues. April 7, 2015

Have a good weekend.

Thanks,  
Patricia

**From:** Faiella, Benjamin [<mailto:Benjamin.Faiella@nexteraenergy.com>]  
**Sent:** Tuesday, March 31, 2015 5:59 PM  
**To:** Patricia Gray  
**Cc:** Dudek, Derek  
**Subject:** RE: Community Vibrancy Agreement



Patricia,

Thanks for the update. Would it be possible to meet in Flinton on April 8<sup>th</sup> to review the documents or is that too fast? If not, we could probably do a call on the 13<sup>th</sup>.

Respectfully,

Ben Faiella  
Project Manager  
Wind Development – Canada



700 Universe Blvd. FEW/JB  
Juno Beach, Florida 33408  
Office: (561) 304-5237  
Mobile: (561) 373-8136  
[benjamin.faiella@nexteraenergy.com](mailto:benjamin.faiella@nexteraenergy.com)

**From:** Patricia Gray [<mailto:pgray@addingtonhighlands.ca>]  
**Sent:** Wednesday, March 25, 2015 4:47 PM  
**To:** Faiella, Benjamin; Dudek, Derek  
**Subject:** RE: Community Vibrancy Agreement

This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email.

Hello Ben and Derek,

After speaking with you Derek and letting you know that we will not be able to review the documents before the end of the week, and I thought that Tuesday next week may work; I have had a chance to speak with Christine and she will not have an opportunity to look at anything before Tuesday.

It does not look like Council will be signing the support resolution on the 7<sup>th</sup> of April so perhaps we can have the documents reviewed by April 10<sup>th</sup> and could speak on April 13<sup>th</sup>, I apologize for the delay but we are very busy with preparing the budget and really have not had time to look at everything.

Thanks and have a great day,

Patricia

**From:** Faiella, Benjamin [<mailto:Benjamin.Faiella@nexteraenergy.com>]  
**Sent:** Friday, March 20, 2015 9:51 PM  
**To:** [pgray@addingtonhighlands.ca](mailto:pgray@addingtonhighlands.ca)  
**Cc:** Dudek, Derek; Geneau, Nicole; Wiley, Al; Atkinson, Bronwyn; Greenhouse, Ben  
**Subject:** Community Vibrancy Agreement

Patricia,

Thank you again for meeting with Jason and I earlier this week to review our proposed Community Vibrancy Agreement. It is encouraging to see that this opportunity has been met with a great deal of enthusiasm from within the Addington Highlands community and I'm really looking forward to watching our relationship grow over the coming weeks.

As for the agreement itself, we made a few small formatting updates to the attached version. The two IESO forms are the same.

As we discussed on Tuesday, I would like to set up a call for us to review the agreement again late next week so I can answer any questions you and Christine may have. Is there a particular time that works for you on Thursday or Friday?

Also, please let me know if Council intends to vote on the Municipal Support Resolution on April 7<sup>th</sup>. The support resolution can be passed now and we can continue to work on the Vibrancy Agreement if Council is not prepared to vote on the entire deal.

In the meantime, feel free to contact me with any questions or concerns you may have. Thanks again and have a great weekend!

Respectfully,

Ben Faiella  
Project Manager  
Wind Development – Canada



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Office: (561) 304-5237  
Mobile: (561) 373-8136  
[benjamin.faiella@nexteraenergy.com](mailto:benjamin.faiella@nexteraenergy.com)

## Patricia Gray

---

**From:** Patricia Gray <pgray@addingtonhighlands.ca>  
**Sent:** Thursday, April 09, 2015 10:51 AM  
**To:** Derek.Dudek@NextEraEnergy.com  
**Subject:** Presentation for Public Meeting

<b>Tracking:</b>	<b>Recipient</b>	<b>Read</b>
	Derek.Dudek@NextEraEnergy.com	Read: 4/9/2015 10:54 AM

Hello Derek,  
Councillor Fritsch has asked that we check to see if you will be providing hard copies of your presentation to the public tonight and if so he would suggest preparing 100 to 120 copies.  
Please let me know, if you are unable then we can make the copies here.  
Thanks,

*Patricia Gray*

Planning & Development Administrative Assistant

Township of Addington Highlands  
P.O.Box 89, 72 Edward Street  
Flinton ON K0H 1P0  
Tel. 613-336-2286, ext 202  
Fax. 613-336-2847

## Patricia Gray

---

**From:** Faiella, Benjamin <Benjamin.Faiella@nexteraenergy.com>  
**Sent:** Thursday, April 16, 2015 5:15 PM  
**To:** Patricia Gray  
**Cc:** Dudek, Derek  
**Subject:** RE: Community Vibrancy Agreement

Patricia,

I hope you're having a good week. Have you and Christine had an opportunity to review the agreement that we provided?

Respectfully,

Ben Faiella  
Project Manager  
Wind Development – Canada



700 Universe Blvd. FEW/JB  
Juno Beach, Florida 33408  
Office: (561) 304-5237  
Mobile: (561) 373-8136  
[benjamin.faiella@nexteraenergy.com](mailto:benjamin.faiella@nexteraenergy.com)

**From:** Patricia Gray [<mailto:pgray@addingtonhighlands.ca>]  
**Sent:** Wednesday, April 01, 2015 5:37 PM  
**To:** Faiella, Benjamin  
**Subject:** RE: Community Vibrancy Agreement

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Hi Ben,

I may have a chance to get looking at everything however Christine will not, she has the Council meeting on the 7<sup>th</sup>. Sorry but it looks like the 13<sup>th</sup> before we may have any comments.

I am off tomorrow, Friday and Monday – returning Tues. April 7, 2015

Have a good weekend.

Thanks,

Patricia

**From:** Faiella, Benjamin [<mailto:Benjamin.Faiella@nexteraenergy.com>]  
**Sent:** Tuesday, March 31, 2015 5:59 PM  
**To:** Patricia Gray  
**Cc:** Dudek, Derek  
**Subject:** RE: Community Vibrancy Agreement

Patricia,

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Respectfully,

Ben Faiella  
Project Manager  
Wind Development – Canada



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Office: (561) 304-5237  
Mobile: (561) 373-8136  
[benjamin.faiella@nexteraenergy.com](mailto:benjamin.faiella@nexteraenergy.com)

**From:** Patricia Gray [<mailto:pgray@addingtonhighlands.ca>]  
**Sent:** Wednesday, March 25, 2015 4:47 PM  
**To:** Faiella, Benjamin; Dudek, Derek  
**Subject:** RE: Community Vibrancy Agreement

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Hello Ben and Derek,  
After speaking with you Derek and letting you know that we will not be able to review the documents before the end of the week, and I thought that Tuesday next week may work; I have had a chance to speak with Christine and she will not have an opportunity to look at anything before Tuesday.  
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Thanks and have a great day,  
Patricia

**From:** Faiella, Benjamin [<mailto:Benjamin.Faiella@nexteraenergy.com>]  
**Sent:** Friday, March 20, 2015 9:51 PM  
**To:** [pgray@addingtonhighlands.ca](mailto:pgray@addingtonhighlands.ca)  
**Cc:** Dudek, Derek; Geneau, Nicole; Wiley, Al; Atkinson, Bronwyn; Greenhouse, Ben  
**Subject:** Community Vibrancy Agreement

Patricia,

Thank you again for meeting with Jason and I earlier this week to review our proposed Community Vibrancy Agreement. It is encouraging to see that this opportunity has been met with a great deal of enthusiasm from within the Addington Highlands community and I'm really looking forward to watching our relationship grow over the coming weeks.

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As we discussed on Tuesday, I would like to set up a call for us to review the agreement again late next week so I can answer any questions you and Christine may have. Is there a particular time that works for you on Thursday or Friday?

Also, please let me know if Council intends to vote on the Municipal Support Resolution on April 7<sup>th</sup>. The support resolution can be passed now and we can continue to work on the Vibrancy Agreement if Council is not prepared to vote on the entire deal.

In the meantime, feel free to contact me with any questions or concerns you may have. Thanks again and have a great weekend!

Respectfully,

Ben Faiella  
Project Manager  
Wind Development – Canada



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Office: (561) 304-5237  
Mobile: (561) 373-8136  
[benjamin.faiella@nexteraenergy.com](mailto:benjamin.faiella@nexteraenergy.com)



## Patricia Gray

---

**From:** Patricia Gray <pgray@addingtonhighlands.ca>  
**Sent:** Friday, April 17, 2015 9:18 AM  
**To:** 'Faiella, Benjamin'  
**Subject:** RE: Community Vibrancy Agreement

Hi Ben,

Yes thanks, I did have a good week but it was so busy. I went through the documents on the weekend and I do have some questions for the vibrancy agreement, you can give me a call and we can go over them.

Thanks, Patricia

**From:** Faiella, Benjamin [mailto:Benjamin.Faiella@nexteraenergy.com]  
**Sent:** Thursday, April 16, 2015 5:15 PM  
**To:** Patricia Gray  
**Cc:** Dudek, Derek  
**Subject:** RE: Community Vibrancy Agreement

Patricia,

I hope you're having a good week. Have you and Christine had an opportunity to review the agreement that we provided?

Respectfully,

Ben Faiella  
Project Manager  
Wind Development – Canada



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Juno Beach, Florida 33408  
Office: (561) 304-5237  
Mobile: (561) 373-8136  
[benjamin.faiella@nexteraenergy.com](mailto:benjamin.faiella@nexteraenergy.com)

**From:** Patricia Gray [mailto:pgray@addingtonhighlands.ca]  
**Sent:** Wednesday, April 01, 2015 5:37 PM  
**To:** Faiella, Benjamin  
**Subject:** RE: Community Vibrancy Agreement

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Hi Ben,

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I am off tomorrow, Friday and Monday – returning Tues. April 7, 2015

Have a good weekend.

Thanks,

Patricia

**From:** Faiella, Benjamin [<mailto:Benjamin.Faiella@nexteraenergy.com>]

**Sent:** Tuesday, March 31, 2015 5:59 PM

**To:** Patricia Gray

**Cc:** Dudek, Derek

**Subject:** RE: Community Vibrancy Agreement

Patricia,

Thanks for the update. Would it be possible to meet in Flint on April 8<sup>th</sup> to review the documents or is that too fast? If not, we could probably do a call on the 13<sup>th</sup>.

Respectfully,

Ben Faiella

Project Manager

Wind Development – Canada



700 Universe Blvd. FEW/JB

Juno Beach, Florida 33408

Office: (561) 304-5237

Mobile: (561) 373-8136

[benjamin.faiella@nexteraenergy.com](mailto:benjamin.faiella@nexteraenergy.com)

**From:** Patricia Gray [<mailto:pgray@addingtonhighlands.ca>]

**Sent:** Wednesday, March 25, 2015 4:47 PM

**To:** Faiella, Benjamin; Dudek, Derek

**Subject:** RE: Community Vibrancy Agreement

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Hello Ben and Derek,

After speaking with you Derek and letting you know that we will not be able to review the documents before the end of the week, and I thought that Tuesday next week may work; I have had a chance to speak with Christine and she will not have an opportunity to look at anything before Tuesday.

It does not look like Council will be signing the support resolution on the 7<sup>th</sup> of April so perhaps we can have the documents reviewed by April 10<sup>th</sup> and could speak on April 13<sup>th</sup>, I apologize for the delay but we are very busy with preparing the budget and really have not had time to look at everything.

Thanks and have a great day,

Patricia

**From:** Faiella, Benjamin [<mailto:Benjamin.Faiella@nexteraenergy.com>]

**Sent:** Friday, March 20, 2015 9:51 PM

**To:** [pgray@addingtonhighlands.ca](mailto:pgray@addingtonhighlands.ca)

**Cc:** Dudek, Derek; Geneau, Nicole; Wiley, Al; Atkinson, Bronwyn; Greenhouse, Ben

**Subject:** Community Vibrancy Agreement

Patricia,

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In the meantime, feel free to contact me with any questions or concerns you may have. Thanks again and have a great weekend!

Respectfully,

Ben Faiella  
Project Manager  
Wind Development – Canada



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Juno Beach, Florida 33408  
Office: (561) 304-5237  
Mobile: (561) 373-8136  
[benjamin.faiella@nexteraenergy.com](mailto:benjamin.faiella@nexteraenergy.com)

**Patricia Gray**

---

**From:** Faiella, Benjamin <Benjamin.Faiella@nexteraenergy.com>  
**Sent:** Tuesday, April 21, 2015 2:08 PM  
**To:** Patricia Gray  
**Cc:** Dudek, Derek  
**Subject:** RE: Phone Meeting

Patricia,

Just use the dial-in. Derek will be calling from a different location, so we will need the conference line.

Respectfully,

Ben Faiella  
Project Manager  
Wind Development – Canada



700 Universe Blvd. FEW/JB  
Juno Beach, Florida 33408  
Office: (561) 304-5237  
Mobile: (561) 373-8136  
[benjamin.faiella@nexteraenergy.com](mailto:benjamin.faiella@nexteraenergy.com)

**From:** Patricia Gray [<mailto:pgray@addingtonhighlands.ca>]  
**Sent:** Tuesday, April 21, 2015 2:05 PM  
**To:** Faiella, Benjamin  
**Subject:** Phone Meeting

This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email.

Hi Ben,  
I just read your email, I accepted the request. Are you going to call me or should I dial in?  
Thanks,

*Patricia Gray*

Planning & Development Administrative Assistant

Township of Addington Highlands  
P.O.Box 89, 72 Edward Street  
Flinton ON K0H 1P0  
Tel. 613-336-2286, ext 202  
Fax. 613-336-2847

**2015-05**

**NEXTERA**



## Patricia Gray

---

**From:** Dudek, Derek <Derek.Dudek@nexteraenergy.com>  
**Sent:** Friday, May 08, 2015 11:03 AM  
**To:** pgray@addingtonhighlands.ca  
**Subject:** Northpoint - open house

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

Hi Patricia,

Just wanted to confirm we've booked the public open house as follows:

**Denbigh Township Hall**  
**#222 Hwy 28**  
**Denbigh, Ontario**  
**Friday June 5, 2015**  
**from 5:00 PM to 8:00 PM.**

**Derek Dudek** | Community Relations Consultant  
**NextEra Energy Canada, LP**  
390 Bay Street, Suite 1720, Toronto Ontario M5H 2Y2  
office: 416.364.9714 ext 5663  
mobile: 519.318.0237  
[derek.dudek@nexteraenergy.com](mailto:derek.dudek@nexteraenergy.com)

## Patricia Gray

---

**From:** Patricia Gray <pgray@addingtonhighlands.ca>  
**Sent:** Tuesday, May 19, 2015 1:07 PM  
**To:** 'Dudek, Derek'  
**Subject:** RE: Northpoint - May 19 agenda  
**Attachments:** DOC051915 issacs ltr-05192015111929.pdf; DOC051915 town hall\_-05192015112017.pdf; DOC051915carruthers-05192015130404.pdf

Hi Derek,  
Please see attached.  
Thanks, Patricia

**From:** Dudek, Derek [<mailto:Derek.Dudek@nexteraenergy.com>]  
**Sent:** Tuesday, May 19, 2015 9:19 AM  
**To:** [pgray@addingtonhighlands.ca](mailto:pgray@addingtonhighlands.ca); Christine Reed  
**Subject:** Northpoint - May 19 agenda

Hi Patricia, Christine,

Could I get a copy of the three pieces of correspondence listed on the agenda for today's meeting for my records:

- Correspondence from Dan Carruthers
- Letter from Dianne Isaacs regarding the Community Vibrancy Fund
- Letter from Dianne Isaacs outlining concerns and questions arising from the April 25th, 2015 Townhall meeting

Thanks,

**Derek Dudek** | Community Relations Consultant  
**NextEra Energy Canada, LP**  
390 Bay Street, Suite 1720, Toronto Ontario M5H 2Y2  
office: 416.364.9714 ext 5663  
mobile: 519.318.0237  
[derek.dudek@nexteraenergy.com](mailto:derek.dudek@nexteraenergy.com)



# COUNCIL F.Y.C.

May 19, 2015

May 12, 2015

Addington Highlands Members of Council

Dear Members of Council,

For your information and without prejudice, please be advised that the Community Vibrancy Fund being offered to the municipality by NextEra may fall within the legal definition of a bribe because it is conditional upon members of Council voting favourably with respect to NextEra's proposal and, therefore, is the offering of an item of value to influence the actions of Council.

To wit ( from Wikipedia ):

"Bribery constitutes a crime and is defined by Black's Law Dictionary as the offering, giving, receiving, or soliciting of any item of value to influence the actions of an official or other person in charge of a public or legal duty."

Yours truly,

Dianne Isaacs

c.c. Council of North Frontenac

# COUNCIL F.Y.C.

May 10, 2015

Dear Members of Council;

As per motion M2015-012 the following questions were generated by the townhall participants at the Denbigh townhall meeting of April 25, 2015.

The Denbigh townhall respectfully requests that answers to these questions that become available to Council be forwarded to the Denbigh townhall at [townhall@redpineinstruments.org](mailto:townhall@redpineinstruments.org).

- 1) Would the increased tax revenue and the annual vibrancy fund reduce our yearly grant from the Ontario Municipal Partnership Fund (OMPF) which is currently at \$1.6 million/year?
- 2) Would the power line corridors necessitated by the turbines cross non-participants' lands and would non-participants have any say in the process?
- 3) If the township approves of the turbines and receives the vibrancy fund, would the fund be put into a non-profit trust so as to not reduce our OMPF grant? If a trust is put into place would that trust be operated by, and solely benefit, the residents of Ward 1?
- 4) What are the legal implications for land owners (lessors) with turbines? Are lessors liable for suits regarding health problems and/or the reduction of land values of surrounding properties? Are lessors liable for suits regarding harm to wildlife?
- 5) Should contract wording specifically ensure that lessors are held harmless?
- 6) If there any guarantee that after 20 years wind turbines will not require continuing tax payer subsidies? Is there any assurance that after 20 years wind turbines will be a cost effective part of the grid?
- 7) Some turbines will be installed on Crown land. How many turbines will there be on Crown land and how much will this reduce the municipality's projected revenues?
- 8) What are the implications for lessors when turbines are decommissioned? What will happen if Nextera goes bankrupt or defaults?
- 9) The municipality's Official Plan is in process. Does the Green Energy Act override the Official Plan? What are the consequences for the municipality?

10) If the township roads need to be improved to accommodate transportation of the turbines who pays for the continuing maintenance of the improved roads?

Dianne Isaacs  
as per Denbigh townhall participants  
Motion M2015-012 (enclosed)

May 19, 2015

**Christine Reed**

---

**From:** Tony&GailFritsch <tonygailfritsch@sympatico.ca>  
**Sent:** May-13-15 7:44 AM  
**To:** Christine Reed  
**Subject:** Proposed Wind Power Project - Comments - Dan Carruthers

Christine,

Please include this letter from Dan Carruthers with the Council meeting package. Dan would like to change his financial support offer to 'Council seeks Council'; see his email below. Also, he is looking for some info on property numbers and 2015 budget, as he has described below.

Thanks,  
Tony

---

**From:** Dan Carruthers [mailto:[dan.carruthers@gmail.com](mailto:dan.carruthers@gmail.com)]  
**Sent:** Tuesday, May 12, 2015 8:12 AM  
**To:** Tony&GailFritsch  
**Subject:** Re: Wind

Thanks Tony. Nice to meet with you too!

Following last night's meeting, I would change the section on "Referendum" to "Council seeks Council". Some of the questions you're facing have answers that are difficult to find and having experienced legal and strategic council would be beneficial.

I reiterate my offer to source and pay for such council.

A few other bits:

I was looking for some additional information on the Township budget and taxroll. I'd like to know how many seasonal properties are there in the township v permanent resident properties and what the line items in this year's budget look like. No rush, but if you get a chance, can you have one of your minions send me this info or point me to a link?

Here is a link to a Google doc that some of the Ashby Lakers have been using to consolidate information. It has some info that you might find useful:

<https://goo.gl/gL4pg4>

Finally: Below, for Council's FYI, is a letter that Eric Petzold, our local lake association Prez, sent to Henry.

Let me know if there's anything I can do to help you and Council. We're all in this together.

Cheers,

- Dan

*Eric Petzold, President  
Ashby Lake Protective Association  
Ashby Lake, Ontario*

*Henry Hogg  
Reeve, Addington Highlands  
RR1 Cloyne, Ontario  
K0H 1K0*

*Dear Henry,*

*You have seen from the discussions on the ALPA email list, that many cottage owners on Ashby Lake are extremely concerned about the recent proposal to introduce industrial wind turbines (IWTs) into the area. Our executive has met several times to discuss the implications of the project and what actions we can take as a lake association. We are waiting until this Sunday's Spring General Meeting to gather additional feedback from members, however, given the timing and importance of tonight's joint council meeting, we thought it was important to share our current position, for your consideration.*

*We will be tabling a motion on Sunday to urge the town council of Addington Highlands to officially oppose the development of a large scale IWT project and to declare themselves an "Unwilling Host" (as more than 90 other townships have done in Ontario). We expect this motion to pass.*

*We have attempted to seek answers from many stakeholders involved in this project onto key questions that cottagers on Ashby Lake are asking:*

- Where, specifically, will the turbines be located?*
- Why was the region selected for one of the largest Wind Turbine Projects in Canada?*
- How will the project affect the use of our cottages and surrounding areas (line of sight, traffic, noise, pollution, wildlife)?*
- How will the project affect property values, attractiveness of the region for investment and community services (should there be a associated divestment in the area)?*
- Issues that impact our community requires reasonable notice and consultation, and this hasn't happened here. Why is the project process so short with such limited community involvement?*

*The fact that these and many other questions cannot be answered, and given that a decision by town council is planned for the month of June (which is before the main cottage season) is a major cause of concern. Without proper answers to these and other questions, and given the size and potential long-term, negative impact of the project, it does not seem reasonable that an elected representative could support this project at this time.*

*Renewable energy policies in Ontario - and wind turbines in particular - is a polarizing topic fuelled by political, economic, social, and environmental opinions. As an association committed to preserving the natural environment of our lake, and as taxpayers concerned about the overall attractiveness of Addington Highlands as a tourist and investment destination, we strongly urge you to not endorse to this project and seek additional time for fact finding and real community discussion and involvement.*

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**From:** Dan Carruthers [mailto:dan.carruthers@gmail.com]  
**Sent:** Monday, May 11, 2015 4:40 PM  
**To:** Henry Hogg  
**Cc:** tonygailfritsch@sympatico.ca  
**Subject:** Wind

Henry / Tony:

My name is Dan Carruthers. I'm a cottage owner on Ashby Lake, near Denbigh, where I also had the honour of serving as its lake association president between 2011 and 2013. We are second-generation cottagers on this beautiful lake.

As Henry knows, there has been a tremendous amount of activity recently on the Ashby Lake association message board. We have all recently learned about the proposed Industrial Wind Turbine (IWT) project in the area and people have some very serious concerns. Based on people's reactions, I don't think it's an overstatement to say that this has the potential to be the most contentious and divisive issue the community has dealt with in years.

I have spent the past several weeks educating myself about all things Wind in Ontario. It's been shocking to learn about how these projects have divided communities, how the subsidy-based economics are inflating our energy bills (to the benefit of foreign energy companies), how the will of municipal councils have been undermined by the Green Energy Act and how our rural landscapes are being industrialized, to the long-term detriment of these impacted communities.

Accordingly, I am of the opinion that this project offers little net upside to the community and should be strongly opposed.

The arguments against IWT projects are manifold and well known, and I won't repeat them here. I have tried to put myself in your positions and there are three things that I would be thinking about right now:

**Your tax base:**

I understand that approximately 50% of your tax base comes from cottages and seasonal properties. People have chosen this region for their cottages, based on the natural beauty of the landscapes and lakes. Industrializing the landscape with wind turbines will reduce the attractiveness of the region for this economically important category of landowners.

It is contrary to common sense that industrializing the landscape would make the region a more attractive destination. Subsequently, folks looking for cottages or rural/wilderness-based tourism, will be incentivized to look at other, non-industrialized areas for investment. This, in turn, could cause property values to either flatline or decline (based on diminishing demand).

Referring to data published on your website, the annual number of new residential building permits has been declining for the past ten years. Accordingly, property values are stagnating. Industrializing the landscape will likely accelerate this trend and put downward pressure on your tax base. Community services that depend on these revenues will be impacted.

The tax base needs to be protected and the development of IWTs will undermine this.

On a personal level, the prospect of the IWT project has already affected some of my planning this summer. I was considering buying additional property in the area, but have put these plans on hold. We had planned for some capital improvement projects around the cottage (with the work to be done by local companies) but have also put these plans on hold. (I am loathe to make any new investments in the area

if there's the possibility that I will sell my property and buy a cottage in a more compatible community for cottaging.)

### **Vibrancy fund**

The vibrancy fund being offered by the wind companies is really just a bribe with a fancy name. The few hundred thousand dollars the Township will receive may initially seem attractive, but this new source of revenue will likely not be enough to offset a decline in property tax revenues associated with reduced property values and falling rates of recreational property investment in the region.

Over 20 years the Township will receive ~\$8.4 million which is equivalent to less than 1% of the revenue that NextEra will export to Florida (assuming they win the bid). In this Faustian bargain, the Township will be given a few crumbs in exchange for radically changing the character and attractiveness of the region.

To raise more revenues, Council should work to improve the attractiveness of the region for new investment. The development of IWTs would undermine any such efforts

### **Referendum**

I was at the recent Town Council meeting (I think I was the only member of the public in the audience) and heard a short discussion on the logistics of a formal referendum. Based on me being the only member of the public who attended the last meeting, and a highly non-scientific survey of talking with folks in local shops, I suspect that both permanent and seasonal residents in the area aren't well informed on the issue. Additionally, key decisions and public meetings are being hastily made with little, substantial public input. Lake associations and other community groups are not being given enough time to do their due diligence and present formal responses to the Project.

It was mentioned at the last Council meeting that there was no budget for the ~\$10k that a formal referendum would cost. I would like to offer to pay for such a referendum. I see this as an investment in maintaining my property values. A formal referendum would also help you, politically, to justify your eventual position (either for or against) to the wind energy companies, the Province and the electorate.

One such referendum took place in South Marysburgh, Ontario in 2012. More than 90% of people voted NO. Other referendums have produced similar results. Given the consistent and ubiquitous grass-roots activism against IWTs in Ontario, it is unlikely that a referendum in our region would show overwhelming support for this project. There's only one way to find out.

### **Some closing thoughts:**

- This is a very important decision that Council will be making. It will impact the Region for decades.
- Please ensure that the decision you make is well considered and not being made "with a gun to your head" by the Province or wind energy companies
- Visit places like Wolfe Island and Amherst Island and see the effect these projects have on the landscape and communities. Recognize that the Project being planned for our area is even bigger and will have an even greater impact.
- Please slow down the decision process and consult the taxpayers. Move forward with a referendum following a period of public consultation and education.
- Protect your tax base and grow it.

I will be attending tonight's public meeting in Flinton. I look forward to meeting with you in person.

Kind regards,

Dan Carruthers, PhD

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**Dan Carruthers**  
[dan.carruthers@gmail.com](mailto:dan.carruthers@gmail.com)  
Cell: +1 (613) 277-2509



## Patricia Gray

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**From:** Patricia Gray <pgray@addingtonhighlands.ca>  
**Sent:** Wednesday, May 20, 2015 12:56 PM  
**To:** Derek.Dudek@NextEraEnergy.com  
**Cc:** Faiella, Benjamin (Benjamin.Faiella@nexteraenergy.com)  
**Subject:** Northpoint II Wind Project

Hi Derek,

During our meeting with Ben and Josie on May 13, 15, we talked about Council grappling with how to make a decision whether to support or not support the project.

We talked about getting some feedback from a Municipality that has a wind project with NEXtera, Josie recommended contacting you to request some contact names.

We would be interested in speaking with a Municipality that has signed a support resolution, vibrancy agreement and road use agreement if possible.

If you could provide some projects with a municipal staff contact, that would be great. In speaking with some Councillors, we may be interested in attending a project site and perhaps having some type of tour. At this point I am gathering information and will see how Council would like me to proceed, I am not certain they will go to a project but I would like to find out if it is possible.

Also, in regards to the proposal presented by NEXtera regarding taxation, could you provide a breakdown of how the 450,000.000 was determined, we have looked at some numbers and we arrive at approx. half of what was presented.

I also have some questions from Council that I am hoping you can provide answers to , please see below.

Q: How does NextEra contract out the wind turbine construction? Does the contract typically go to a large (obviously non local) contractor who uses their own subcontractors to do the work? What opportunities and types of work are there typically for local contractors in this type of construction project?

Q: Would the maintenance building for this proposed project be built near one of the wind turbines in Addington Highlands, or would it be located within the general area of the hamlet of Denbigh? Is NextEra willing to entertain locating it within or near Denbigh?

Q: Is there any requirement for the permanent jobs (wind turbine technicians) to live within a specified distance of their work? Can they live anywhere as long as they show up each day? On other rural (sparsely populated areas) areas with wind turbine installations, does the permanent staff live near the project?

Q: What are the total estimated lease costs to be paid out annually (for each of 20 years) to all the landowners involved? Note: These costs are \$ coming directly in to the pockets of residents and seasonal property owners (excluding any income tax they will pay?) which will help improve their standard of living.

Q: In some locations, where there are access issues that affect non participating landowners (e.g. existing road right of way configuration not adequate to transport turbine components, or no route for a transmission line), does the process allow for expropriation or forced easements?

Q: Can the owner of a leased property sever or sell off part of their land after the lease is signed?

Q: Can Developers buy/sell the land leases from other developers.

Q: Are their statistics from similar rural areas that indicate the Wind Power development on property values?

Thank you for your assistance and have a great day,

*Patricia Gray*

Planning & Development Administrative Assistant

Township of Addington Highlands

P.O.Box 89, 72 Edward Street

Flinton ON K0H 1P0

Tel. 613-336-2286, ext 202

Fax. 613-336-2847

## Patricia Gray

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**From:** Patricia Gray <pgray@addingtonhighlands.ca>  
**Sent:** Wednesday, May 20, 2015 1:13 PM  
**To:** Derek.Dudek@NextEraEnergy.com  
**Subject:** FW: Northpoint - May 19 agenda  
**Attachments:** DOC051915 issacs ltr-05192015111929.pdf; DOC051915 town hall\_-05192015112017.pdf; DOC051915carruthers-05192015130404.pdf

Hi Derek,

Yesterday I sent the documents you requested, could you please provide answers to some of the questions in the Town Hall document.

Dianne Issaacs attended the Council meeting last night and I let her know that I would get NEXtera to respond to the questions that pertain to them.

Could you please respond to [townhall@redpineinstruments.org](mailto:townhall@redpineinstruments.org) as indicated in the doc., could you also cc. the Township.

I have been asked by a Councillor, if NEXtera will be doing the advertising for the Open House or if you need the Township to do it. I advised that NEXtera is hosting and would be doing the advertising, however if you have a Notice that you would like us to put on our website, we can do so.

Also, at the Open House do you provide a method of feedback from the public and if so, what is done with the feedback and how do you respond to it?

Thanks, Patricia

**From:** Patricia Gray [<mailto:pgray@addingtonhighlands.ca>]  
**Sent:** Tuesday, May 19, 2015 1:07 PM  
**To:** 'Dudek, Derek'  
**Subject:** RE: Northpoint - May 19 agenda

Hi Derek,  
Please see attached.  
Thanks, Patricia

**From:** Dudek, Derek [<mailto:Derek.Dudek@nexteraenergy.com>]  
**Sent:** Tuesday, May 19, 2015 9:19 AM  
**To:** [pgray@addingtonhighlands.ca](mailto:pgray@addingtonhighlands.ca); Christine Reed  
**Subject:** Northpoint - May 19 agenda

Hi Patricia, Christine,  
Could I get a copy of the three pieces of correspondence listed on the agenda for today's meeting for my records:

- Correspondence from Dan Carruthers
- Letter from Dianne Isaacs regarding the Community Vibrancy Fund
- Letter from Dianne Isaacs outlining concerns and questions arising from the April 25th, 2015 Townhall meeting

Thanks,

Derek Dudek | Community Relations Consultant

**NextEra Energy Canada, LP**  
390 Bay Street, Suite 1720, Toronto Ontario M5H 2Y2  
office: 416.364.9714 ext 5663  
mobile: 519.318.0237  
[derek.dudek@nexteraenergy.com](mailto:derek.dudek@nexteraenergy.com)

## Patricia Gray

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**From:** Dudek, Derek <Derek.Dudek@nexteraenergy.com>  
**Sent:** Thursday, May 21, 2015 3:10 PM  
**To:** Patricia Gray  
**Subject:** RE: Northpoint - May 19 agenda  
**Attachments:** halfPage\_NPII\_ad.pdf

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

Thanks Patricia,  
See revised.

Derek  
519.318.0237

**From:** Patricia Gray [<mailto:pgray@addingtonhighlands.ca>]  
**Sent:** Thursday, May 21, 2015 3:02 PM  
**To:** Dudek, Derek  
**Subject:** RE: Northpoint - May 19 agenda

This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email.

Hi Derek,  
The notice should read 222 Hwy 28 for the address.  
Thanks, Patricia

**From:** Dudek, Derek [<mailto:Derek.Dudek@nexteraenergy.com>]  
**Sent:** Thursday, May 21, 2015 2:09 PM  
**To:** Patricia Gray  
**Cc:** Faiella, Benjamin  
**Subject:** RE: Northpoint - May 19 agenda

Hi Patricia,  
We are currently working on getting you all the answers you are looking for below and in the other email.  
In the meantime, please find our open house notice attached which you may post on your website.

Derek  
519.318.0237

**From:** Patricia Gray [<mailto:pgray@addingtonhighlands.ca>]  
**Sent:** Wednesday, May 20, 2015 1:13 PM  
**To:** Dudek, Derek  
**Subject:** FW: Northpoint - May 19 agenda

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Hi Derek,

Yesterday I sent the documents you requested, could you please provide answers to some of the questions in the Town Hall document.

Dianne Isaacs attended the Council meeting last night and I let her know that I would get NEXtera to respond to the questions that pertain to them.

Could you please respond to [townhall@redpineinstruments.org](mailto:townhall@redpineinstruments.org) as indicated in the doc., could you also cc. the Township.

I have been asked by a Councillor, if NEXtera will be doing the advertising for the Open House or if you need the Township to do it. I advised that NEXtera is hosting and would be doing the advertising, however if you have a Notice that you would like us to put on our website, we can do so.

Also, at the Open House do you provide a method of feedback from the public and if so, what is done with the feedback and how do you respond to it?

Thanks, Patricia

**From:** Patricia Gray [<mailto:pgray@addingtonhighlands.ca>]  
**Sent:** Tuesday, May 19, 2015 1:07 PM  
**To:** 'Dudek, Derek'  
**Subject:** RE: Northpoint - May 19 agenda

Hi Derek,  
Please see attached.  
Thanks, Patricia

**From:** Dudek, Derek [<mailto:Derek.Dudek@nexteraenergy.com>]  
**Sent:** Tuesday, May 19, 2015 9:19 AM  
**To:** [pgray@addingtonhighlands.ca](mailto:pgray@addingtonhighlands.ca); Christine Reed  
**Subject:** Northpoint - May 19 agenda

Hi Patricia, Christine,

Could I get a copy of the three pieces of correspondence listed on the agenda for today's meeting for my records:

- Correspondence from Dan Carruthers
- Letter from Dianne Isaacs regarding the Community Vibrancy Fund
- Letter from Dianne Isaacs outlining concerns and questions arising from the April 25th, 2015 Townhall meeting

Thanks,

**Derek Dudek** | Community Relations Consultant  
NextEra Energy Canada, LP  
390 Bay Street, Suite 1720, Toronto Ontario M5H 2Y2  
office: 416.364.9714 ext 5663  
mobile: 519.318.0237  
[derek.dudek@nexteraenergy.com](mailto:derek.dudek@nexteraenergy.com)

# Open House for Proposed Wind Energy Project

NextEra Canada Development & Acquisitions, Inc., a subsidiary of NextEra Energy Canada, LP is proposing to build the Northpoint II Wind Energy Centre in the Township of Addington Highlands.

Residents are invited to stop in, meet our staff and discuss the proposed project with us.

**Place:** Denbigh Township Hall

222 Hwy 28  
Denbigh, ON

**Date:** Friday, June 5th

**Time:** 5:00 to 8:00 p.m.

6:30 p.m. - Brief presentation on turbine siting

Refreshments will be served.

## About the Proposed Project:

- 100 to 200 megawatts of clean, renewable energy
- Between 35 to 100 wind turbines
- Project construction cost to be approximately \$250 to \$350 million
- Approximately \$20 million in land lease payments\*
- Provide approximately \$4 to \$8 million in property taxes\*
- Provide \$175,000 to \$350,000 annually from the Community Vibrancy Agreement to the Municipality
- Project needs to be awarded a long-term contract with the Independent Electricity System Operator
- Facility is subject to approval from the Ministry of the Environment and Climate Change and other regulatory bodies.
- \* Estimates based on the initial 20 years of this project.



## Patricia Gray

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**From:** Patricia Gray <pgray@addingtonhighlands.ca>  
**Sent:** Friday, May 29, 2015 2:14 PM  
**To:** 'Dudek, Derek'  
**Subject:** RE: Northpoint II - responses to outstanding information

No problem, have a good weekend.

**From:** Dudek, Derek [<mailto:Derek.Dudek@nexteraenergy.com>]  
**Sent:** Friday, May 29, 2015 1:49 PM  
**To:** Patricia Gray  
**Subject:** RE: Northpoint II - responses to outstanding information

Oops. No I forgot. Please do.

Derek  
519.318.0237

**From:** Patricia Gray [<mailto:pgray@addingtonhighlands.ca>]  
**Sent:** Friday, May 29, 2015 1:18 PM  
**To:** Dudek, Derek  
**Subject:** RE: Northpoint II - responses to outstanding information

This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email.

Hi Derek,  
Did you happen to forward your response to the Denbigh Townhall questions to [townhall@redpineinstruments.org](mailto:townhall@redpineinstruments.org); if not I will send it to them.  
Thanks,  
Patricia

**From:** Dudek, Derek [<mailto:Derek.Dudek@nexteraenergy.com>]  
**Sent:** Wednesday, May 27, 2015 5:20 PM  
**To:** Patricia Gray  
**Subject:** Northpoint II - responses to outstanding information

Patricia,

Attached are three documents outlining responses to questions that have been received or raised by Council as you requested. They are as follows:

1. Response to questions from Addington Highlands Council;
2. Response to the gathering held at the Denbigh Townhall; and
3. Response to the questions/comments received by Council from the Ashby Lake Association.

Also included with this email is the following information as requested in your previous two emails:



- Do you provide a method of feedback from the public and if so, what is done with the feedback and how do you respond to it?

**Response: Yes, all written feedback is compiled, and a comprehensive reply to any outstanding questions will be published on our website. We can provide a copy of our responses to Council if they'd like one.**

- We would be interested in speaking with a Municipality that has signed a support resolution, vibrancy agreement and road use agreement if possible.

**Response: Below are some names of people that you may wish to contact:**

Name	Contact Info	Relationship
Lidy Romanuk, Senior Economic Development Officer, Haldimand County	<a href="mailto:lromanuk@haldimandcounty.on.ca">lromanuk@haldimandcounty.on.ca</a> 905-318-5932 x6315	County hosts NextEra Energy Canada's Summerhaven Wind Energy Centre
Kris Franklin, Project Manager, Green Energy Infrastructure, Haldimand County	<a href="mailto:kfranklin@haldimandcounty.ca">kfranklin@haldimandcounty.ca</a> 905-318-5932 x6421	County hosts NextEra Energy Canada's Summerhaven Wind Energy Centre
Ken Hewitt, Mayor, Haldimand County;	<a href="mailto:khewitt@haldimandcounty.on.ca">khewitt@haldimandcounty.on.ca</a> 905-318-5932 6102	County hosts NextEra Energy Canada's Summerhaven Wind Energy Centre
Chris Traini, County Engineer, County of Middlesex	<a href="mailto:ctraini@middlesex.ca">ctraini@middlesex.ca</a> (519) 434-7321 ext. 2264	County hosts our Bornish and Adelaide Wind Energy Centres and transmission lines for our Jericho, Bornish and Adelaide Wind Energy Centres
Brent Kittmer, Director of Community Services, Municipality of Lambton Shores	<a href="mailto:bkittmer@lambtonshores.ca">bkittmer@lambtonshores.ca</a> 519-243-1400	Municipality hosts our Jericho Wind Energy Centre
Brad Knight, CAO, Huron East	<a href="mailto:bknight@huroneast.com">bknight@huroneast.com</a> 519-527-0160	Municipality hosts our Bluewater Wind Energy Centre transmission line
Randy Hope, Mayor, Municipality of Chatham-Kent	<a href="mailto:ckmayor@chatham-kent.ca">ckmayor@chatham-kent.ca</a> 519-360-1988	No direct relation / municipality hosts largest number of wind turbines in Ontario
Denis Doyle, Mayor, Township of Frontenac Islands	<a href="mailto:denisdoyle@kos.net">denisdoyle@kos.net</a> 613-385-2216	No direct relation / host nearby Wolfe Island wind project

- Also, in regards to the proposal presented by NextEra regarding taxation, could you provide a breakdown of how the \$450,000 was determined, we have looked at some numbers and we arrive at approx. half of what was presented.

**Response: See the attached screenshot of how we arrived at the taxation figures:**

# Northpoint Wind Energy Centre (Twp of Addington)

According to MPAC (566 / 567)

Wind Turbine assessed value Per MW	MW	Estimated 1.5 acre of land at the industrial land value for each turbine			
\$42,568	x 2,000	+	\$50,000	=	\$115,136
				x	
		Add. High. 2014 Mill Rate (general industrial)			0.03751144
		Overall Assessment per turbine	=		\$4,318.92
\$42,568	x			=	\$0
				x	
		Add. High. 2014 Mill Rate (general industrial)			
		Overall Assessment per turbine	=		\$0.00
				+	
				+	Substation* \$289,072.00 = \$
					Total = \$

Derek Dudek | Community Relations Consultant  
 NextEra Energy Canada, LP  
 390 Bay Street, Suite 1720, Toronto Ontario M5H 2Y2  
 office: 416.364.9714 ext 5663  
 mobile: 519.318.0237  
[derek.dudek@nexteraenergy.com](mailto:derek.dudek@nexteraenergy.com)

## Ashby Lake Association Response

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### Information about this specific project

1. Plan is for 100 IWTs around Denbigh. Combined with the 50 in the Frontenac area, this will be the LARGEST WIND FARM IN CANADA (<http://goo.gl/fUw8WP>)

Response: There are two separate and distinct windfarms planned by NextEra Canada Development & Acquisitions, Inc. in the area. If built, neither of the windfarms will approach the size of the largest windfarm in Canada.

The Northpoint I project in the North Frontenac area is estimated to be comprised of approximately 35-50 turbines, generating up to 100 megawatts.

The Northpoint II project in Addington Highlands is estimated to be comprised of 35-100 turbines, generating approximately 100-200 megawatts. Given what we know at this stage, the Northpoint II project is likely going to be on the low end of the projected range for this phase of the Province's procurement program.

According to the Canadian Wind Energy Association (CanWEA), through December 31, 2014, Canada had 5,325 wind turbines in operation generating a total of 9,694 megawatts of power. Of these, approximately 1,849 turbines and 3,489 megawatts of wind facilities were operating in Ontario.

The single largest wind project in operation in Canada is the 166 turbine, 299 megawatt project known as the Blackspring Ridge Wind Project in Alberta. In Ontario, the South Kent Wind Farm (124 turbines, 270 megawatts) is the largest windfarm currently in operation.

There are 63 projects in Canada and 24 projects in Ontario that have 35 or more wind turbines installed at a given project. Likewise, there are 37 projects in Canada and 12 in Ontario that have 100 megawatts or more of turbines installed.

In 2015, Ontario has five projects that are 100 megawatts or more that are either under construction or recently went into operation. This includes the K2 Wind Project (140 turbines, 270 megawatts) in Bruce County that is currently under construction.

2. Each tower requires 1 ½ acres plus a road and a cleared area the length of the blade. Therefore 100 turbines would actually require 150 acres plus roads. The rest of the land would still be available for timber, hunting and fishing. Towers have to be spaced out to collect the most wind.

Response: Each tower requires approximately 1.5 acres which includes the road and cleared areas around the turbine. This number may be higher or lower depending on the overall length of road on an individual property, but this is an average we have found to be accurate when looking at projects across North America. Additional land around the base of the turbine may be needed during construction to give room to

assemble the rotor. Turbines do need to be spaced out to maximize direct air flow onto the machines.

3. NextEra has already secured lease-agreements for 12,000 acres from landowners in Addington Highlands, although the majority of the land where the proposed turbines would go is Crown Land.

Response: At this stage of the development process, it appears that approximately half of the turbines being planned for the Northpoint II project will be on private lands and half on Crown lands.

4. The lease is a 50 year lease, broken down into a 7 year period when the company will evaluate and decide whether to build on this land or terminate the lease. If the permit goes ahead, the lease would be amended to include only the acreage and road area needed for the tower. At the end of its life span the tower would be decommissioned. A new tower might be erected. A proportion of the revenue goes to the landowner.

Response: This statement is generally accurate, but it should be noted that we will be required under the Environmental Protection Act to decommission our project as described in the Decommissioning Plan submitted and approved as part of the project's Renewable Energy Approval.

5. NextEra has until the end of August 2015 to submit their bid and one of the determining factors in the selection process is whether the municipality is on board with the project. They hope to sign an agreement with the township saying that the North Frontenac Council support NextEra's bid to create the wind turbine project. In the lead up to them signing an agreement with the township, they plan on providing an information session and community open house in late May 2015.

Response: Correct.

6. NextEra hopes to have the contract awarded by the end of this year.

Response: Correct.

7. If they do not win approval, they will re-bid for the next several years.

Response: Correct.

8. Under the Green Energy Act, councils cannot prevent the farms from being built, but can indicate that they are against it, which would adversely affect the approval process. On the other hand, approval by council would help the approval process.

Response: Correct.

## Arguments against the arguments for wind turbines

9. **The project will create jobs; any number of jobs is better than none.** : Jobs associated with IWT projects tend to be short-term in nature. Nextera themselves have said that they're only creating 6-10 new permanent jobs. This isn't a significant new source of employment for the area. The benefits of these jobs are offset by the negatives of industrializing our landscape. The statement that any number of jobs is better than no jobs isn't true, since it ignores the job source. For example, if it was proposed that 10 massive incinerators were to be built in the area to create jobs, I think we would all agree that, on balance, we'd be better off not having the incinerators, regardless of their job promises.

Response: A 100 megawatt project would represent an investment of \$250 million to \$350 million in the area. While it is true that only 6-10 new permanent jobs would be created, there will be hundreds of jobs that will be created at the peak of construction, as well as the hundreds of engineering, environmental, land agent, legal, archaeological, surveying, and other jobs created to support the development phase of the project.

A recent study in Haldimand County indicated that direct expenditures and payments by wind energy projects in that County, comprising of 443 megawatts of projects, will total more than \$312 million over a 20 year period. This study can be found on our website at:

[http://nexteraenergycanada.com/pdf/summerhaven/HaldRegion\\_EconBenefits-Feb2015.pdf](http://nexteraenergycanada.com/pdf/summerhaven/HaldRegion_EconBenefits-Feb2015.pdf)

10. **Steady revenue for Addington Highlands' coffers** : Nextera are proposing a maximum of \$450k in new revenues, which amounts to a paltry 0.7% of the regional budget (2015 budget of \$66.4M - <http://goo.gl/60xc4w>). It doesn't even move the needle. Additionally, these amounts are based on the full 100 turbines being built and are tied to maximum estimated production levels. If the turbines don't produce the maximum output, revenues fall.

Response: According to the 2013 Addington Highlands Budget Audit, total tax revenues for Addington Highlands in 2013 were \$2.3 million. See

<http://www.addingtonhighlands.ca/audit2013.pdf> and  
<http://www.frontenacnews.ca/addington-news/item/9222-addington-highlands-council>

For a 100 to 200 megawatt project, the project would pay approximately \$220,000 to \$440,000 per year in property taxes broken down as follows:

- \$70,000 to \$140,000 per year paid to Addington Highlands;
- \$60,000 to \$120,000 per year paid to Lennox and Addington County; and
- \$90,000 to \$180,000 per year paid to the Ministry of Education.

In addition, for a project of this size, NextEra proposes to contribute approximately \$175,000 - \$350,000 per year in Community Vibrancy fund payments that could be used at the Township's discretion for the betterment of the community. Thus, over a 20-year period, the collective payments to Addington Highlands from these project sources would range from approximately \$4.9 million to \$9.8 million.

The combination of property taxes and Community Vibrancy funds paid to Addington Highlands would represent approximately 11 to 21 percent of the Township's 2013 total tax revenues.

11. **Minimal environmental impact compared to other energy sources (oil, gas, hydroelectric & uranium) :** Not relevant to this discussion because none of those other generation sources are planned for this area. No one is disputing that wind energy could, in theory be a good idea in some places, but the discussion is whether building the turbines around Ashby and Denbigh is a positive thing for the community. It's not.

Response: Energy production is considered at Provincial scale, not on a municipality wide basis.

12. **Minimal animal (especially birds) impact compared to other energy sources (oil & hydroelectric) :** No other generation sources are being proposed in the area, so they can't be brought into the debate.

Response: Energy production is considered at Provincial scale, not on a municipality wide basis.

13. **Reduces our dependence on oil and gas production :** Can't conflate the building of wind farms in our community with larger issue of oil and gas consumption used for entirely different purposes. Wind isn't going to replace transportation fuels and plastics. One has nothing to do with the other.

Response: Oil and gas are used as fuel sources for electricity generation in Ontario. Wind and other renewables help to offset the use of fossil fuels in the Province for generation purposes.

#### The Detriments of Industrial Wind Turbines

14. **Backcountry access:** increased development and access is negative to the environment. Every generation measures their effect on the landscape compared to the past, and this creates a sliding scale and leads to loss of natural habitat.

Response: As with any generation source, there will be some impact to the environment due to the project's construction and operation. The project will attempt to make use of existing roads and will make efforts to reduce the impact to the environment to the extent possible.

The project will have to complete a rigorous permitting process approved by the Ministry of Environment and Climate Change and other agencies before it proceeds to ensure that all appropriate concerns are taken into account and that appropriate mitigation measures are put in place to minimize the project's impact to the environment.

14. **Landscape fragmentation:** environmental degradation, increased ease of hunting for wolves leading to decrease in ungulate populations

Response: As noted above, wind energy projects are subject to a rigorous multi-year environmental review and approval program administered by the Ministry of the Environment and Climate Change. The project will be required to obtain approval through the Renewable Energy Approval (REA) program established the Environmental Protection Act.

15. **Noise:** 500m is not enough of a setback to remove the 5-15dB above ambient that can be considered a nuisance.

Response: Provincial regulations require a minimum setback of 550m or a greater distance as required to comply with a 40dBA sound level limit at the centre of nearby off-site "receptors" (homes, vacant lots, etc.). This noise level is consistent with the World health Organization's "Guidelines for Community Noise", which recommend a limit of 45dBA outside of an open bedroom window.

16. **Environmental destruction:** considering the access roads, power lines, towers and stations, and the construction sites of the turbines themselves which would all have to be built (up to the highest points, which require the roads switchback, ie more KMs)

Response: See responses above.

17. **Property values :** Demand for cottage properties in the region are in large part based on a relatively pristine natural setting of the area. The presence of IWTs are incompatible with this and will surely drive down values. Article on property values here: <http://goo.gl/JvvWrQ>. It argues that "Turbines complicate your property enjoyment, period," he said. "That alone spells depreciated value(s). Period". An Ontario-based study showing that the presence of IWTs reduced property values by an average of about 35% and as much as 60% (<http://goo.gl/PzbfTI>). Here's a good video from a Grey County realtor talking about a Nextera project and how it reduced a property's value to less than 30% of its market value (were it unenumbered by the presence of an IWT) <http://goo.gl/nAnkID>. Here is a link to a CBC article on the negative impact of IWTs on property values: <http://goo.gl/HG90AB>. In 2013, an Ontario court ruled that IWTs reduce property values between 22 and 55% (<http://goo.gl/Yfiv1g>).

Response: Based on available peer reviewed research, there is no evidence that wind turbines have negative impacts on property values. Rather, studies conducted across North America indicate that property values in areas adjacent to wind turbines have not been impacted. Some studies have shown that property values may decline slightly in

time periods leading up to and during the construction of a wind energy project for a variety of reasons (as suggested in the one linked article); however, afterwards property values remain unaffected.

18. **Incompatible land use for 50% of property tax base:** Addington generates 50% of its tax revenues from seasonal cottage owners. Positive cottage experiences amidst an industrialized landscape would be a challenge. Likely that many people would sell and exit the region.

Response: Windfarms are developed over several years and go through a rigorous permitting process mandated by the Province to ensure that there is minimal impact on host communities.

Additionally, much of the windfarm infrastructure will be masked to cottagers by the rolling and heavily forested terrain in and around Addington Highlands.

Ashby Lake specifically will be approximately 5 kilometers away from the nearest proposed turbine, which is well beyond the Provincially-mandated 550m/40dbA setback requirement.

19. **Industrialized vistas :** General appearance of the lake as a cottage area with windmills on the heights and lights on at night. Loss of cottage outlook. The reason many of us enjoy spending time at Ashby is to enjoy nature and wildlife and see the animals and landscapes that we cannot see in the big cities or the suburbs.

Response: As noted above, turbines will be located approximately 5 kilometers from Ashby Lake. We are currently also exploring ways to mitigate the lighting on turbines that is required for aviation safety purposes.

20. **Extremely divisive to a community :** IWTs put neighbour against neighbour and can tear a community apart . See Wolfe Island for a case study. Also, check out TVO's "Big Wind" documentary (<http://tvo.org/video/211702/big-wind>) to see the community conflict and subsequent fallout that these imposed IWT projects cause.

Response: NextEra Energy Canada prides itself on being long-term owner operators that are part of the communities in which we do business. While we understand these concerns, we can only lead by example as good neighbours, and it is our experience that such divisiveness will dissipate upon project operation.

21. **Makes no sense economically :** Ontarians are massively subsidizing the wind energy industry, which contributes to us having some of the highest electricity costs in North America. Ontario pays 11-13.5 cents per kwh for wind power, where the average price in the U.S. is 7 cents. By comparison, the average price for Ontario nuclear, water and gas is 7 cents. Wind companies also pay a lower corporate tax rate (which is, in effect, another subsidy). Nextera is an American-based company. It make no sense for Ontario taxpayers to be subsidizing them.

Response: These statements are simply not accurate.



The average price of electricity in the United States is not 7 cents per kilowatt hour (kWh). According to the U.S. Energy Information Administration (EIA), the average retail price for electricity in the residential sector in January 2015 was approximately 12.10 cents/kWh. The lowest price was 8.13 cents/kWh in waterpower-rich Washington state while the highest price was 33.34 cents/kWh for oil-dependent Hawaii.

Prices from some states along the Great Lakes that border Ontario include:

- New York – 19.29 cents/ kWh
- Pennsylvania – 12.92 cents/ kWh
- Ohio – 12.05 cents/ kWh
- Michigan – 13.60 cents/ kWh
- Wisconsin – 13.74 cents/ kWh
- Minnesota – 11.51 cents/ kWh

According to the Canadian Electricity Association (CEA [www.electricity.ca](http://www.electricity.ca)), the average residential electricity price across the Canada was 12.07 cents/kWh in 2013. By way of comparison, according to the Ontario Energy Board, the estimated price paid by Ontario residential customers in 2015 will be 8.0 cents/kWh for off-peak usage, 12.2 cents/kWh for mid-peak usage, and 16.6 cents/kWh for on-peak usage.

While it is true that prices for electricity in Ontario have risen in recent years, as they have elsewhere in North America, most of the increases in Ontario are related to upgrades for our aging generation and transmission infrastructure and very little of the increase is associated with renewables generation investments.

The comparison of the cost of new wind generation versus the cost of existing generation resources largely misses the mark. Rather, the proper comparison would be to compare the cost of power from new projects like Northpoint II to the cost of power from other new generation facilities that could meet the future needs of the Province.

Wind projects bidding into the LRP I RFP are not projected to come on-line until late-2019 to coincide with the Province's projected need for additional generation resources to meet increased demand. New resources are also needed to provide replacement power when a number of large nuclear facilities are planned to undergo refurbishment.

As projected by the US Energy Information Administration (EIA), the cost of energy from a new wind generation facility in 2019 is very favorable when compared to other new alternative generation resources:

New Fuel Source	Levelized Cost of Energy (cents/kWh)
Natural Gas	6.6
Wind	8.0
Hydro	8.5
Coal	9.6
Nuclear	9.6

Biomass	10.3
Solar PV	13.0

For this round of proposals, bid prices for wind farms are capped at 11.5 cents/kWh. Given that this is a competitive process, it is expected that the prices submitted will be less than the bid cap.

There are some interesting articles here: <http://goo.gl/DIOonz>.

From Peter Gallant, a banker who's become an expert on the economics of IWT projects (<http://goo.gl/MUxm0J>):

The prospect of a portion of the Florida-based NextEra's revenue going to the township needs to be looked at carefully. The 200 MW capacity of the project will, on average generate power at about 30% of rated capacity and produce about 525,000 megawatt hours that will be fed to the Ontario grid. NextEra will be paid about \$60 million for that annual production. A 20 year contract means \$1.2 billion for the developer. So what is the township's portion of this?

Even though the capital cost of a wind turbine is approximately \$1 million per MW, they are assessed at only \$40 thousand per MW; this 200-MW proposed project would be assessed at only \$4 million, when the actual capital cost is over \$400 million. That \$4 million assessment means the township will be entitled to only about \$70,000 in annual realty taxes based on the current industrial rate. NextEra has also held out the carrot of a \$350,000 "annual payment" to the township; that sounds impressive, but in the context of what NextEra will remove from electricity consumers' pockets, it's small change.

Over 20 years the township will receive \$8.4 million ( $\$350,000 + \$70,000 \times 20$  years) which is equivalent to less than 1% of the revenue that NextEra will export to Florida.

Response: Mr. Gallant's implication that the project should be assessed at its full capital cost does not follow the logic or the spirit of property taxation in Ontario. In Ontario, homeowners and businesses are assessed based on the value of their property, which includes the value of structures on the property. This assessment does not value the contents of the structures. For example, a machine shop would be assessed for the value of the land and the value of the building. The cost of the lathes, CNC machines and inventory in the machine shop would not be assessed for taxation. Similarly, looking at the total cost of a highly advanced electrical generation facility and implying that that cost should be the assessed value is fundamentally misleading.

Finally, the project company that will own and operate this project is a Canadian company. Any proceeds derived from the project will not be "exported" to Florida as Mr. Gallant suggests. Rather they will be re-invested in Canada.

22. **Viewing Night Skies** : The Madawaska Highlands are known for being a “dark area” which is excellent for viewing the night skies, and there was discussion in the past few years about the location of a possible telescope in this area because of the dark skies, and the absence of city or suburban light pollution. We want to enjoy and preserve the natural beauty found at Ashby Lake, for ourselves and future generations.

Response: As noted above, we have heard this concern clearly from the public and are investigating mitigation measures to reduce the impact of mandatory night lighting on wind turbines.

#### Questions Regarding Industrial Wind Turbines

23. **Algonquin First Nation: What is their position on this project?**

Response: Question not directed at NextEra.

24. **Conflict of interest:** Are any of the “YES” councillors in a conflict of interest position? Have they or their families, (etc.) signed deals with Nextera?

Response: Question not directed at NextEra.

25. **Space Observatory:** 100 flashing red lights in the area they are putting a space observatory? Have the authorities who are building that been notified? What's their take?

Response: We have been in contact with representatives from the Madawaska Highlands Observatory and as noted above, we are looking at mitigation measures to address night lighting concerns.

26. **Minimum Setback:** Does the proponent have a minimum setback in mind for his proposal for each tower relative to the nearest residence or cottage (regardless of Ontario guidelines)? This is probably the most important question because it will affect noise, visibility and annoyance in general.

Response: We intend to abide by any and all Provincial setback requirements.

27. **Light pollution:** Will the proponent develop a specific plan in their bid to address the fact that our area is totally free of extraneous light at night? At present our area is one of a very few in southern Ontario that has “no light pollution” at night. There has even been a proposal for a major commercial telescope in the immediate area. Each tower will require night lights. What is the proponent prepared to do to ensure that the lights will be effectively invisible to observers on the ground?

Response: See above.

28. **Turbine Visibility:** Will the proponent have a clearly stated declaration on the issue of how much visibility the wind turbines will have for area residents/cottagers?

No.

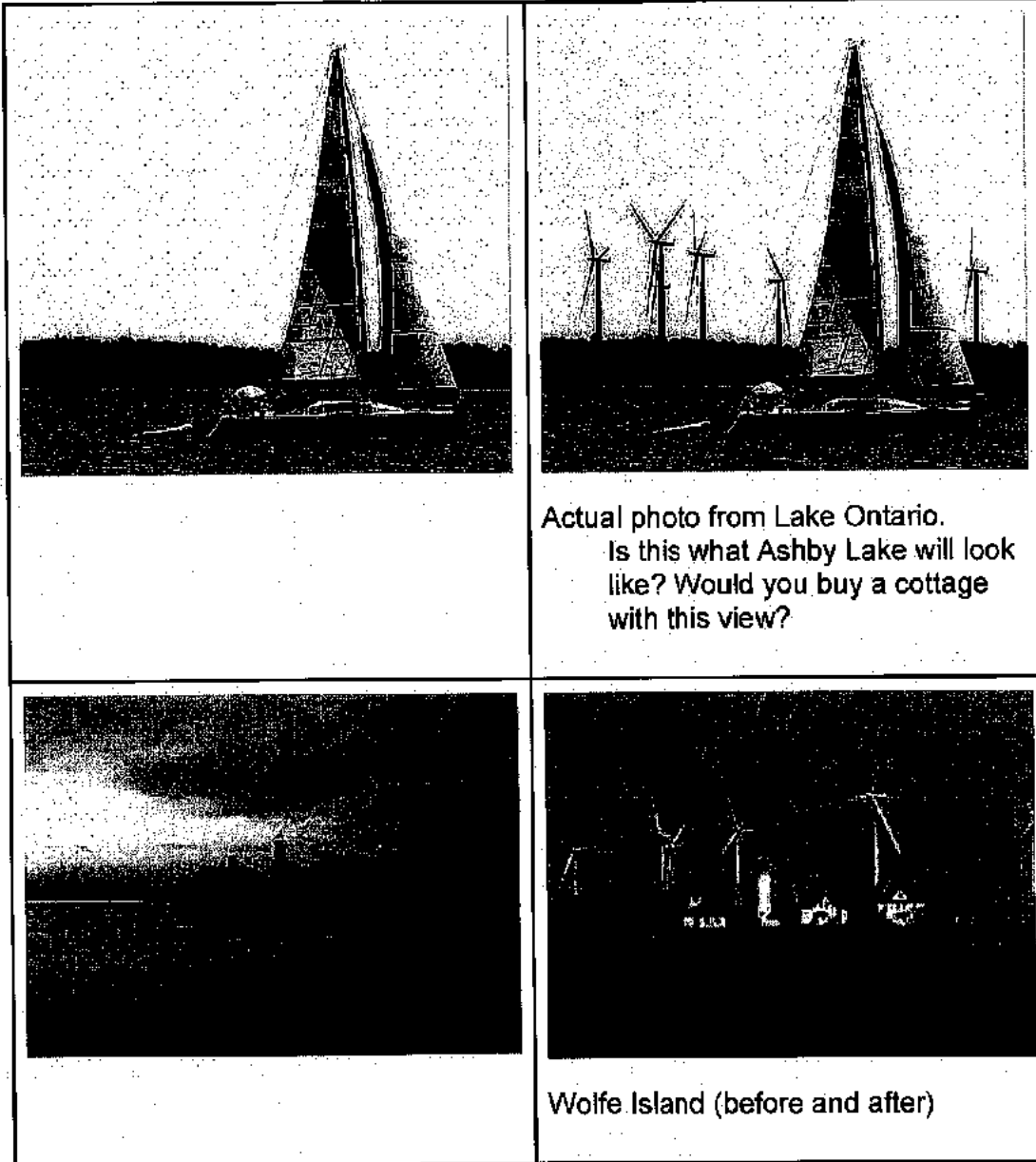
29. Will turbine visibility, change the nature of Ashby Lake, from a quiet fishing and swimming for kids lake and turn it into a turbine energy producing plant.

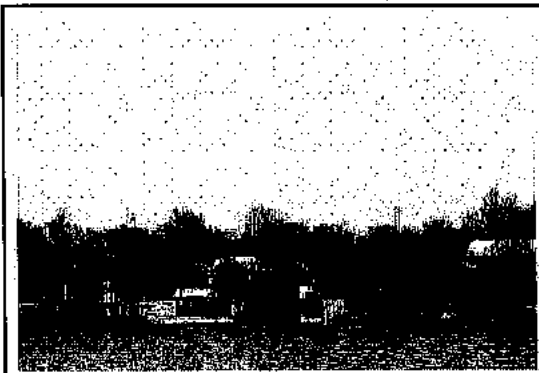
Response: We see no reason for the nature of the area to change as a result of turbine visibility. As noted above, the nearest turbine to Ashby Lake will be approximately 5 kilometres away. Thus, although some of the proposed turbines will be visible from some of the major roads leading to Ashby Lake, we do not expect any of the turbines to be visible from the Lake or the cottages themselves. Thus, there should minimal impacts on people's lifestyle in the area.

30. Why was our area Ashby Lake selected for the IWTs , when there are much larger lakes in the area with greater wind velocity.

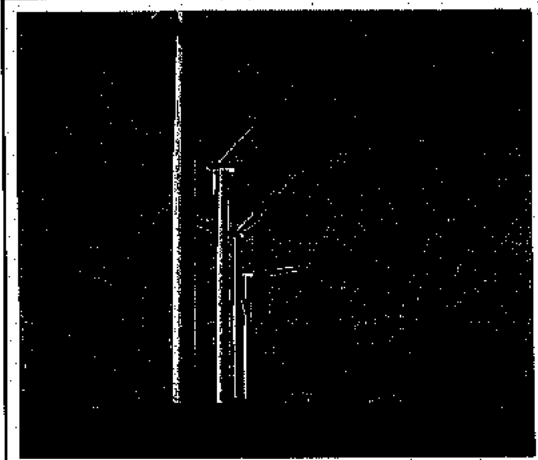
Response: NextEra has not selected Ashby Lake for windfarm development.

## Some pictures of impacted communities





Wolfe Island (before and after)



Chatam farm (before and after)

## Denbigh Town Hall Response

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1. Would the increased tax revenue and the annual vibrancy fund reduce our yearly grant from the Ontario Municipal Partnership Fund (OMPF) which is currently at \$1.6 million/year?

Response: We do not expect that OMPF funding to Addington Highlands will be impacted in any material way. Incremental property tax payments and vibrancy fund contributions from the project would overshadow any potential reduction in OMPF funding.

2. Would the power line corridors necessitated by the turbines cross non-participants' lands and would non-participants have any say in the process?

Response: It is NextEra's intent to locate all electrical infrastructure on participating landowners' private land, Crown land, and/or municipal rights-of-way. We expect to work out specific arrangements with the appropriate party.

3. If the township approves of the turbines and receives the vibrancy fund, would the fund be put into a non-profit trust so as to not reduce our OMPF grant? If a trust is put into place would that trust be operated by, and solely benefit, the residents of Ward 1?

Response: Ultimately, it is up to the municipality to determine how the money from the vibrancy fund is allocated. We have no problem with this suggestion and would be more than happy to work with the municipality to address these concerns.

4. What are the legal implications for land owners (lessors) with turbines? Are lessors liable for suits regarding health problems and/or the reduction of land values of surrounding properties? Are lessors liable for suits regarding harm to wildlife?

Response: All liability for the projects assets are held with the proponent of the wind energy project. Individual landowners do not have responsibility or liability for our project assets and are indemnified in their leases. The only exception would be if the landowner breaches his or her obligations or conducts negligent and willful acts of non-compliance under the lease.

5. Should contract wording specifically ensure that lessors are held harmless?

Response: See above.

6. Is there any guarantee that after 20 years wind turbines will not require continuing tax payer subsidies? Is there any assurance that after 20 years wind turbines will be a cost effective part of the grid?

Response: Proponents who are awarded contracts under the Large Renewable Procurement program do so under a competitive bid process, they do not receive "subsidies". Rather, they receive revenues for power that they produce that are reflective of the market for the investment made.

After the contract term expires, proponents will look to sell power into the market at the then-prevailing market rates through the project's remaining serviceable life.

7. Some turbines will be installed on Crown land. How many turbines will there be on Crown land and how much will this reduce the municipality's projected revenues?

Response: We do not know the exact number of turbines on Crown vs. private land at this time. The final tally will be established after additional public consultation and the completion of environmental studies that will take place after contract award.

In accordance with Ontario Regulations, wind turbines located on Crown land will be taxed in an identical manner to those on private land and the proposed community funding we are offering is also identical. As such, there is no difference in payments to the Township, regardless of where the turbine is located.

8. What are the implications for lessors when turbines are decommissioned? What will happen if Nextera goes bankrupt or defaults?

Response: All of our leases contain clauses that protect the landowner from any obligations associated with decommissioning the projects. In Ontario, the project owner and/or its lenders (in the case of default) are responsible for decommissioning wind energy projects in accordance with the Renewable Energy Approval (REA) permit obtained under the Environmental Protection Act.

9. The municipality's Official Plan is in process. Does the Green Energy Act override the Official Plan? What are the consequences for the municipality?

Response: Yes, Section 62.0.2(3) of the Planning Act states that an Official Plan does not affect a renewable energy undertaking.

10. If the township roads need to be improved to accommodate transportation of the turbines who pays for the continuing maintenance of the improved roads?

Response: The proponent pays for all upgrades, as well as maintenance for a specified period of time. The details of road upgrades and maintenance are typically outlined in a Road Use Agreement between the proponent and the municipality to ensure both parties interests are protected for the life of the project.



## Addington Highlands Council Response

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1. How does NextEra contract out the wind turbine construction? Does the contract typically go to a large (obviously non local) contractor who uses their own subcontractors to do the work? What opportunities and types of work are there typically for local contractors in this type of construction project?

Response: NextEra generally issues several construction-related contracts for work performed on a wind energy project. We typically will issue an RFP for large contractors to bid on for the civil works construction (earthwork, road construction, foundation design and construction, turbine erection). This contract is often referred to as an Engineering, Procurement and Construction (EPC) contract. In this circumstance, the EPC contractor is responsible for hiring subcontractors necessary for supporting its efforts under the contract documents with NextEra.

Likewise, we typically bid out separate contracts for electrical work associated with substation construction, collection/distribution work, and transmission line construction. Often times, the same contractor is responsible for the civil and electrical work given the economies of scale of the combined work.

Provided that local subcontractors are qualified and capable of meeting project safety, environmental and scheduling requirements, our EPC and electrical contractors tend to utilize subcontractors from the project area, largely because it is most cost-effective to do so. There may be certain tasks that require unique and specialized skillsets that aren't available locally and may need to be "imported" from other jurisdictions but they are usually the exception to the rule. As you might expect, the more remote a project site, the more likely that there will be a need to bring in subcontractors from other areas simply because the size and skillsets may not be available locally. Because of this we will typically host a career fair prior to construction to inform the community of the types of skills and qualifications we will be looking for during construction.

By way of example, at our 56 turbine, 125 megawatt Summerhaven wind project in Haldimand County, we employed more than 300 local workers and 55 Ontario businesses during the construction phase. More than \$26 million was invested in local businesses during the construction phase.

2. Would the maintenance building for this proposed project be built near one of the wind turbines in Addington Highlands, or would it be located within the general area of the hamlet of Denbigh? Is NextEra willing to entertain locating it within or near Denbigh?

Response: The maintenance building is typically built next to the project substation for the project. However, we also have either purchased or rented space in nearby municipalities where suitable space is available.

For example our O&M Facility for our Bluewater and Goshen Wind Energy Centre projects in Huron County is conveniently located between the two projects in the village

of Zurich. Likewise, we have rented space in Mt. Forest to service our Conestogo and East Durham Centres located in Wellington and Grey Counties, respectively.

We certainly would be willing to entertain locating such facilities in Denbigh if appropriate arrangements can be made.

3. Is there any requirement for the permanent jobs (wind turbine technicians) to live within a specified distance of their work? Can they live anywhere as long as they show up each day? On other rural (sparsely populated areas) areas with wind turbine installations, does the permanent staff live near the project?

Response: Yes, where possible, we require our wind technicians to live within 50 miles of a project site in order to maximize their efficiency and minimize travel costs. We also find that it is important for our employees to be part of the local community and having these requirements help in this regard.

4. What are the total estimated lease costs to be paid out annually (for each of 20 years) to all the landowners involved? Note: These costs are \$ coming directly in to the pockets of residents and seasonal property owners (excluding any income tax they will pay?) which will help improve their standard of living.

Response: The total lease payments will be contingent on two factors – the final permitted array and how windy it is in a given year.

It is important to understand that the array will not be final until the project receives its Renewable Energy Approval (REA). At this stage, we expect that the turbines will be installed approximately equally on private and Crown lands. Turbines and infrastructure on private land will generate payments for the landowner, while turbines and infrastructure on Crown land will generate Crown land rent payments to the Province.

Each lease provides compensation for landowners based on the amount of infrastructure on their property and the greater of:

- a percentage of the generated revenue, or
- a minimum payment that increases with the Ontario Consumer Price Index (CPI).

This arrangement ensures that landowners will receive adequate compensation even during poor operating periods, but still allows them to reap the benefits during better operating periods.

For a 100-200 megawatt wind energy project with half of the turbines on private land, we estimate that landowners would receive between \$350,000 and \$700,000 in land rent payments for the first full year of operation from the project.

Once the project has completed the permitting process and the project design is approved by the Province prior to construction, we will be able to provide clearer minimum estimated land payments to the municipality.

5. In some locations, where there are access issues that affect non participating landowners (e.g. existing road right of way configuration not adequate to transport turbine components, or no route for a transmission line), does the process allow for expropriation or forced easements?

Response: Although the Ontario Electricity Act does give electricity transmitters the right to expropriate land in limited circumstances to install a transmission line, for the eight wind energy projects we have built in Ontario we have not expropriated land for any project purpose. It is our desire to work out arrangements with willing landowners.

6. Can the owner of a leased property sever or sell off part of their land after the lease is signed?

Response: Under the terms of our agreement, landowners who have signed a lease may sever or sell off parts of their land provided they provide written notice of the sale to us, and provided that the landowner obtains an agreement with any purchaser of the lands that they will assume the appropriate obligations under the lease.

Otherwise, the ability to sever properties would be the same as other properties and subject to local or provincial requirements in accordance with the Planning Act.

7. Can Developers buy/sell the land leases from other developers.

Response: Generally yes, although it depends on the terms of the lease. Consent to do so may be required from the landowner.

8. Are there statistics from similar rural areas that indicate the Wind Power development on property values?

Response: There have been many studies done on the impact of wind power development on property values.

In 2014, academics from the University of Guelph and Health Canada analyzed the impact of wind turbines on property values in Melancthon, near Orangeville Ontario. Their research found that:

“wind turbines have not significantly impacted nearby property values”.

George Canning and John Simmons, two accredited appraisers in Ontario studied the impact on property values in Chatham Kent, Ontario and found that

“there was no empirical evidence to indicate that rural residential properties realized lower sale prices than similar residential properties within the same area that were outside of the viewshed of a wind turbine”

The Lawrence Berkeley National Laboratory first looked at the issue in 2009, and then refreshed its analysis in 2013, looking at data from more than 50,000 home sales. The University of Connecticut analyzed more than 122,000 transactions in Massachusetts in 2013. That same year the University of Rhode Island assessed 48,554 transactions in Rhode Island over 13 years. In the UK in 2007, the Royal Institute of Chartered Surveyors evaluated 919 transactions within 5-8 km of three wind farms.

All of these studies found that there was no statistically significant impact of wind energy facilities on nearby property values. These are just a sampling of the studies, there have been many more with similar findings.

## Patricia Gray

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**From:** Patricia Gray <pgray@addingtonhighlands.ca>  
**Sent:** Thursday, May 28, 2015 10:54 AM  
**To:** Derek.Dudek@NextEraEnergy.com; Faiella, Benjamin  
(Benjamin.Faiella@nexteraenergy.com)  
**Subject:** Northpoint II - Locations for posting Notice

Hi,  
Here is a list of places where a notice could be posted for the Open House as discussed during our telephone conversation yesterday.

41 Stop – Denbigh  
Gleaser’s Store – Denbigh  
Post Office – Denbigh  
Post Office - Cloyne  
Foodland – Northbrook  
Bank of Montreal – Northbrook  
Kaladar Shell – Kaladar

Post Office – Flinton – I can send a notice over as we pick up our mail there daily  
Libraries – Denbigh and Flinton – I can email the notice

Thank you,

*Patricia Gray*

Planning & Development Administrative Assistant

Township of Addington Highlands  
P.O.Box 89, 72 Edward Street  
Flinton ON K0H 1P0  
Tel. 613-336-2286, ext 202  
Fax. 613-336-2847

**Patricia Gray**

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**From:** Patricia Gray <pgray@addingtonhighlands.ca>  
**Sent:** Thursday, May 28, 2015 1:20 PM  
**To:** 'Dudek, Derek'  
**Subject:** RE: Northpoint II - Comments regarding East Durham

Hi,  
Yes I did get the email, thank you.  
Patricia

**From:** Dudek, Derek [<mailto:Derek.Dudek@nexteraenergy.com>]  
**Sent:** Thursday, May 28, 2015 12:50 PM  
**To:** Patricia Gray; Faiella, Benjamin  
**Subject:** RE: Northpoint II - Comments regarding East Durham

Hi Patricia,  
No problem.  
Also, did you get my email yesterday with all of the information?

Derek  
519.318.0237

**From:** Patricia Gray [<mailto:pgray@addingtonhighlands.ca>]  
**Sent:** Thursday, May 28, 2015 11:40 AM  
**To:** Dudek, Derek; Faiella, Benjamin  
**Subject:** Northpoint II - Comments regarding East Durham

This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email.

Hi Derek and Ben,  
Please find attached correspondence from someone in East Durham, could you provide some feedback on these comments.  
Thanks,

*Patricia Gray*

Planning & Development Administrative Assistant

Township of Addington Highlands  
P.O.Box 89, 72 Edward Street  
Flinton ON K0H 1P0  
Tel. 613-336-2286, ext 202  
Fax. 613-336-2847

**Amy McDonald**

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**From:**

**Sent:**

**To:**

**Subject:**

[REDACTED]  
Wind Turbines

I do not live in your area, but I know someone who does and so please pass this message on to your council for me. I am sorry about your wind development proposal with NextEra. I live in the project zone of East Durham, north of Guelph Ontario. This is a brutal company to deal with and speaking from experience, I feel sorry for you.

Our municipality did not want inefficient, expensive wind turbines, but they are wrecking our rural roads right now as I speak. They did not want to put up bonds to guarantee they would not ruin our roads and 100 year old bridges, so when we refused their permits, they took us to court TWICE! That cost taxpayers a bundle. They completely bungled their environmental assessment, completely negating our endangered species habitat of the Redside Dace. Concerned citizens have taken them to court over their dismissal of our endangered species. In spite of being in court in appeal mode, they are constructing nonetheless. By the way they cancelled our Community Vibrancy Fund with no notice for no reason. We didn't want their money anyways. Your resistance groups can contact me if they want to. We are planning on taking our Ontario government to court. The Ministry of the Environment is protecting neither its citizens nor the environment.

[REDACTED]

## Patricia Gray

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**From:** Faiella, Benjamin <Benjamin.Faiella@nexteraenergy.com>  
**Sent:** Friday, May 29, 2015 10:34 AM  
**To:** Patricia Gray; clerk@addingtonhighlands.ca  
**Cc:** Dudek, Derek  
**Subject:** RE: Northpoint II Wind Project

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Christine and Patricia,

Thank you for taking the time to speak with us on Wednesday regarding the potential for Council to delay voting on our agreements until August 4th, instead of June 15th. It is our understanding that the purpose of the delay is to allow Council to make a more informed decision and to speak with or visit a municipality in which NextEra is currently operating a wind energy project.

Taking Council's concerns into consideration, we would like to propose the following course of action. Rather than delay the vote now, we request that Council wait until June 15th to make that decision. This will allow Council to use the contact information provided in our answers yesterday to speak with other municipalities, observe the open house meeting in Denbigh on June 5th, and present any remaining questions to our team at the Council meeting on June 8th. If Council believes that they need more time to make a decision during the June 15th meeting, we request the vote be delayed to the July 7th Council meeting or to a special Council meeting prior to July 20th. This will allow us adequate time to factor your decision into our project evaluation process in preparation for our bid submission in August. We are committed to working with Council following our submission and hope that any subsequent matters that arise can continue to be addressed on an ongoing basis as they have to date.

In the meantime, please let us know if you would like our assistance facilitating a visit to one of our operating wind energy centres or in arranging a meeting with one of the municipality's we suggested.

Respectfully,

Ben Faiella  
Project Manager  
Wind Development – Canada



700 Universe Blvd. FEW/JB  
Juno Beach, Florida 33408  
Office: (561) 304-5237  
Mobile: (561) 373-8136  
[benjamin.faiella@nexteraenergy.com](mailto:benjamin.faiella@nexteraenergy.com)

**From:** Patricia Gray [<mailto:pgray@addingtonhighlands.ca>]  
**Sent:** Wednesday, May 27, 2015 10:18 AM



**To:** Dudek, Derek; Faiella, Benjamin  
**Subject:** Northpoint II Wind Project

This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email.

Hi,

In the event that Council is unable to make a decision on Municipal Support by the June 15<sup>th</sup> date but rather make the decision August 4<sup>th</sup>; would that pose any issues?

Thanks,

*Patricia Gray*

Planning & Development Administrative Assistant

Township of Addington Highlands  
P.O.Box 89, 72 Edward Street  
Flinton ON K0H 1P0  
Tel. 613-336-2286, ext 202  
Fax. 613-336-2847

**Patricia Gray**

---

**From:** Faiella, Benjamin <Benjamin.Faiella@nexteraenergy.com>  
**Sent:** Friday, May 29, 2015 4:33 PM  
**To:** Patricia Gray  
**Subject:** RE: Northpoint II Wind Project

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

You too, Patricia!

Respectfully,

Ben Faiella  
Project Manager  
Wind Development – Canada



700 Universe Blvd. FEW/JB  
Juno Beach, Florida 33408  
Office: (561) 304-5237  
Mobile: (561) 373-8136  
[benjamin.faiella@nexteraenergy.com](mailto:benjamin.faiella@nexteraenergy.com)

**From:** Patricia Gray [<mailto:pgray@addingtonhighlands.ca>]  
**Sent:** Friday, May 29, 2015 4:25 PM  
**To:** Faiella, Benjamin  
**Subject:** RE: Northpoint II Wind Project

This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email.

Thanks Ben, have a good weekend.

**From:** Faiella, Benjamin [<mailto:Benjamin.Faiella@nexteraenergy.com>]  
**Sent:** Friday, May 29, 2015 10:34 AM  
**To:** Patricia Gray; [clerk@addingtonhighlands.ca](mailto:clerk@addingtonhighlands.ca)  
**Cc:** Dudek, Derek  
**Subject:** RE: Northpoint II Wind Project

Christine and Patricia,

Thank you for taking the time to speak with us on Wednesday regarding the potential for Council to delay voting on our agreements until August 4th, instead of June 15th. It is our understanding that the purpose of the delay is to allow

Council to make a more informed decision and to speak with or visit a municipality in which NextEra is currently operating a wind energy project.

Taking Council's concerns into consideration, we would like to propose the following course of action. Rather than delay the vote now, we request that Council wait until June 15th to make that decision. This will allow Council to use the contact information provided in our answers yesterday to speak with other municipalities, observe the open house meeting in Denbigh on June 5th, and present any remaining questions to our team at the Council meeting on June 8th. If Council believes that they need more time to make a decision during the June 15th meeting, we request the vote be delayed to the July 7th Council meeting or to a special Council meeting prior to July 20th. This will allow us adequate time to factor your decision into our project evaluation process in preparation for our bid submission in August. We are committed to working with Council following our submission and hope that any subsequent matters that arise can continue to be addressed on an ongoing basis as they have to date.

In the meantime, please let us know if you would like our assistance facilitating a visit to one of our operating wind energy centres or in arranging a meeting with one of the municipality's we suggested.

Respectfully,

Ben Faiella  
Project Manager  
Wind Development – Canada



700 Universe Blvd. FEW/JB  
Juno Beach, Florida 33408  
Office: (561) 304-5237  
Mobile: (561) 373-8136  
[benjamin.faiella@nexteraenergy.com](mailto:benjamin.faiella@nexteraenergy.com)

**From:** Patricia Gray [<mailto:pgray@addingtonhighlands.ca>]  
**Sent:** Wednesday, May 27, 2015 10:18 AM  
**To:** Dudek, Derek; Faiella, Benjamin  
**Subject:** Northpoint II Wind Project

This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email.

Hi,  
In the event that Council is unable to make a decision on Municipal Support by the June 15<sup>th</sup> date but rather make the decision August 4<sup>th</sup>; would that pose any issues?

Thanks,

*Patricia Gray*

Planning & Development Administrative Assistant

Township of Addington Highlands  
P.O.Box 89, 72 Edward Street  
Flinton ON K0H 1P0  
Tel. 613-336-2286, ext 202

**2015-05 TO 2015-06**

**RES**



## Christine Reed

---

**From:** Stephen Cookson <Stephen.Cookson@res-americas.com>  
**Sent:** May-12-15 11:57 AM  
**To:** Christine Reed  
**Cc:** Don McKinnon (dpmckinnon@dillon.ca)  
**Subject:** RE: Addington Highlands Presentation  
**Attachments:** RES Canada Presentation to Addington Highlands Council - Denbigh Windfarm - 04may15 - Rev1.pdf

**Categories:** Wind Project

Hi Christine,

Hope all is well.

I wanted to send you a corrected version of the presentation I sent last Friday. We realized that the website and email addresses on the last slide were incorrect (should have been ".com" instead of ".ca").

Please find attached the same presentation that I sent but with this error corrected. Please use this version on your website.

Thanks and best regards,  
Stephen

---

**From:** Stephen Cookson  
**Sent:** May 8, 2015 3:42 PM  
**To:** 'Christine Reed'  
**Cc:** Don McKinnon ([dpmckinnon@dillon.ca](mailto:dpmckinnon@dillon.ca))  
**Subject:** RE: Addington Highlands Presentation

Hi Christine,

Please find attached the presentation that we gave to council on Monday. We have made a few minor modifications for clarity.

I understand that you will be posting this on the township's website and that is fine by us. I believe that the slide that will be of most interest to the public will be the study area map. Please keep in mind (and perhaps remind the councilors) that the map shows wide study area boundaries for both the project and the transmission line areas. These areas will be refined over time and will be reduced in size, but our intention for the time being is to study a large area to make sure that we are capturing information and concerns from a larger and more comprehensive zone.

I have also included both a project-specific email address and website on the final slide. These are not yet active, but I figured I would include these so that folks know where to go for additional project information in coming months. We will let you know when the website and email are functional.

That's all for now. Please let me or Don (from Dillon, in copy here) if you need any more information. In the interim, please let us know if you or the council have any comments on our draft Consultation Engagement Plan.

As mentioned, I'll be in touch again soon when we have a firm plan for our public meeting and also when we are prepared to make a more formal proposal with regards to the vibrancy agreement.

Thanks,  
Stephen

**Stephen Cookson, Eng., ing.**  
**Director, Development**

**Renewable Energy Systems Canada Inc.**

300 Léo-Pariseau, Suite 2516, Montréal, Québec, H2X 4B3

Tel: (514) 525-2113 ext. 226

Fax: (514) 524-9669

Cell: (514) 409-4816

[stephen.cookson@res-americas.com](mailto:stephen.cookson@res-americas.com)

[www.res-group.com](http://www.res-group.com)

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---

**From:** Stephen Cookson  
**Sent:** May 7, 2015 4:25 PM  
**To:** 'Christine Reed'  
**Subject:** RE: Addington Highlands Presentation

Hi Christine,

Yes, this shouldn't be a problem. We are happy to share our company introduction and preliminary project information with the public.

We are just making a few clarifying notes on the presentation and I will send you a PDF version tomorrow so that you can post it on your website.

Thanks again for coordinating our delegation. We will be in touch in coming weeks to make more formal proposals with regards to the project and share our plans for further public consultation.

Best regards,  
Stephen

---

**From:** Christine Reed [<mailto:clerk@addingtonhighlands.ca>]  
**Sent:** May 7, 2015 11:15 AM  
**To:** Stephen Cookson  
**Subject:** Addington Highlands Presentation

Hi Stephen,

Is it possible to obtain an electronic copy of the presentation that you made to Council on the 4<sup>th</sup> of May? I have had a request from a Councillor for it to be posted on our web-site as we have done the NEXtera presentation.



Thank you,

*Christine Reed*

Clerk-Treasurer

Township of Addington Highlands

P.O. Box 89

Flinton, ON K0H 1P0

(T) 613-336-2286

(F) 613-336-2847



## Christine Reed

---

**From:** Stephen Cookson <Stephen.Cookson@res-americas.com>  
**Sent:** June-05-15 12:03 PM  
**To:** Christine Reed  
**Cc:** Katie Myrans (kmyrans@dillon.ca); Andrea Cosman  
**Subject:** Denibigh Website and Notice  
**Attachments:** Notice of Public Community Meeting #1 - Denbigh - FINAL.pdf

**Categories:** Wind Project

Christine – just to let you know that, as promised, our website is live and the notice for our public meeting, which showed in the Frontenac news yesterday, is available.

The website is at: [www.denbighwind.com](http://www.denbighwind.com)

The notice for the public meeting is attached. Please feel free to create links from the municipal website and refer any inquiries to the website or the project information email at: [info@denbighwind.com](mailto:info@denbighwind.com)

Regards,  
Stephen

**Stephen Cookson**  
**Director - Desarrollo**  
**RES Chile SpA**

Andres Bello 2115, Oficina 1001, piso 10, Providencia, Santiago, Chile  
Tel: +1 (514) 525-2113 x226  
Cell: +1 (514) 409-4816  
Chile Cell: +56 (9) 5207-3060  
[stephen.cookson@res-americas.com](mailto:stephen.cookson@res-americas.com)  
[www.res-americas.com/en/about-us/res-chile.aspx](http://www.res-americas.com/en/about-us/res-chile.aspx)

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# DENBIGH WIND PROJECT

## Notice of Public Community Meeting

### For a Project Proposal Under the Large Renewable Procurement

The proponent identified below is proposing to submit a proposal to the Independent Electricity System Operator (IESO) to design, build, and operate a Large Renewable Project for the generation of electricity under the IESO's Large Renewable Procurement (LRP). The LRP is a competitive process for procuring long-term energy supply from large renewable energy projects with a capacity greater than 500 kilowatts. At the conclusion of the LRP, the IESO may award contracts for successful projects up to the specified procurement targets for each renewable fuel: 300 megawatts (MW) for wind, 140 MW for solar, 75 MW for waterpower, and 50 MW for bioenergy.

This notice is being distributed to notify members of the public of a public community meeting that has been scheduled to discuss the Large Renewable Project proposal. Information regarding the proponent, the Large Renewable Project proposal, and the meeting details are described below.

This public community meeting is being held as part of the early community engagement requirements of the LRP. The public community meeting will present details about the Large Renewable Project and its proposed connection line. Representatives of the proponent will be available to discuss the Large Renewable Project and the overall LRP process. Should this Large Renewable Project be awarded a contract, the Large Renewable Project would need to obtain all required permits and approvals and conduct any required further community engagement activities. Further details regarding the LRP are available at [www.ieso.ca/lrp](http://www.ieso.ca/lrp).

#### Proponent and the Large Renewable Project proposal

**Proponent:** Denbigh Wind LP

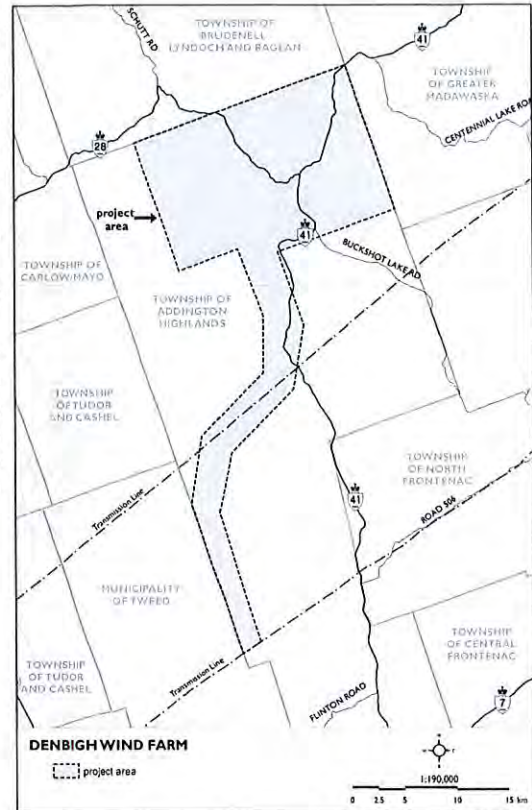
**Qualified Applicant:** Renewable Energy Systems Canada Inc.

**Name of the Large Renewable Project proposal:** Denbigh Wind Project

**Renewable fuel of the Large Renewable Project:** On-Shore Wind

**Proposed capacity of the Large Renewable Project (MW):** up to 170 MW

**Proposed connection point of the Large Renewable Project:** Connection to transmission line/circuit C27P or C28C



#### Proposed location of the Large Renewable Project and proposed connection line

The project area, illustrated in the map above, is to be located entirely within the Township of Addington Highlands. The project, minus the connection line, is proposed to be located on crown and private lands near the town of Denbigh, to the east and west of Highways 41 and 28. The connection line will run primarily on crown lands through the centre and southwestern portions of the Township of Addington Highlands. The provincial government has divided Ontario into grid areas known as crown land grid cells for the purpose of identifying the location of potential wind projects. The following crown land grid cells may contain project components:

1403895721	1403897381	1403893422	1403898463	1403897375	1403894848	1403892798	1403896277	1403894857	1403893980	1403894572	1403893669
1403897102	1403896832	1403893425	1403897924	1403890786	1403894849	1403894268	1403898461	1403892814	1403892509	1403893704	1403891929
1403893126	1403897650	1403893426	1403898195	1403892839	1403894854	1403893087	1403898194	1403894570	1403893379	1403893977	1403895426
1403893129	1403897648	1403891078	1403894285	1403892842	1403894856	1403894281	1403894573	1403891634	1403895423	1403895133	1403892521
1403893130	1403897649	1403891080	1403894286	1403891957	1403892520	1403894283	1403893705	1403892516	1403891931	1403895134	1403895429
1403893132	1403897652	1403892834	1403894287	1403891959	1403895141	1403893954	1403892811	1403894861	1403894266	1403895137	1403891636
1403891958	1403897654	1403893417	1403894293	1403897926	1403894280	1403894851	1403892226	1403895422	1403893090	1403895138	1403894858
1403893134	1403897655	1403897107	1403894294	1403892835	1403894850	1403893994	1403894269	1403894267	1403893091	1403895143	1403893701
1403892840	1403897656	1403890490	1403893427	1403892838	1403895135	1403891926	1403894852	1403894560	1403894270	1403895144	1403895145
1403894863	1403897657	1403897376	1403894582	1403890491	1403892519	1403894855	1403892517	1403895425	1403894273	1403891632	1403894246
1403893712	1403891372	1403897380	1403894292	1403897928	1403894562	1403892507	1403894561	1403892219	1403894274	1403893378	1403893092
1403893998	1403898730	1403897384	1403893709	1403893708	1403894568	1403892508	1403893955	1403893990	1403894278	1403893380	1403893958
1403898196	1403893131	1403890783	1403896556	1403893710	1403893979	1403894282	1403893993	1403891633	1403892813	1403893395	1403893381
1403891079	1403891371	1403892250	1403895442	1403893714	1403895136	1403895139	1403895142	1403891635	1403894556	1403893398	1403892802
1403892547	1403891665	1403892254	1403894868	1403893715	1403895140	1403893377	1403893397	1403892512	1403895420	1403891933	1403893670
1403891374	1403891666	1403897920	1403894869	1403893716	1403893665	1403893396	1403892220	1403892513	1403895428	1403891934	1403898194
1403897653	1403891668	1403897921	1403894002	1403894574	1403893978	1403892221	1403892217	1403892514	1403895421	1403892218	1403898194
1403890195	1403891670	1403897922	1403894003	1403893418	1403891924	1403892222	1403893667	1403892227	1403895424	1403892799	
1403894005	1403893717	1403897923	1403894004	1403894557	1403891925	1403892223	1403894564	1403892510	1403895427	1403892800	
1403890193	1403892256	1403897925	1403893997	1403894569	1403891928	1403892812	1403894565	1403892515	1403893957	1403892808	
1403895443	1403892541	1403897927	1403897382	1403894853	1403893376	1403892215	1403894566	1403894279	1403894567	1403892809	
1403892841	1403892542	1403893707	1403895157	1403892225	1403892518	1403893666	1403893394	1403894272	1403894559	1403892810	
1403894575	1403892543	1403893996	1403893419	1403893688	1403893088	1403894284	1403894571	1403891930	1403893689	1403893103	
1403894581	1403892544	1403891961	1403893420	1403893104	1403892216	1403893995	1403893686	1403891932	1403893991	1403894563	
1403891664	1403892546	1403891962	1403892249	1403893105	1403892224	1403896000	1403894242	1403893953	1403893956	1403893702	
1403897106	1403892549	1403891964	1403892251	1403892797	1403893687	1403896554	1403894243	1403892511	1403893992	1403893703	
1403890489	1403890784	1403890194	1403892252	1403894558	1403891927	1403895959	1403894245	1403894271	1403893106	1403893668	
1403893999	1403893421	1403898462	1403892257	1403894847	1403894846	1403896555	1403894845	1403893089	1403892801	1403894572	

#### Public community meeting information

**Date:** July 2, 2015

**Time:** 6:00 PM to 9:00 PM

**Location:** Denbigh Township Hall, 222 Hwy 28, Denbigh, Ontario

#### Contact information for the proponent

Stephen Cookson, Director, Development

T: 514-525-2113

E: [info@denbighwind.com](mailto:info@denbighwind.com)

300, Leo-Pariseau, Suite 2516, Montreal, Québec, H2X 4B3

[www.denbighwind.com](http://www.denbighwind.com) and [www.res-americas.com](http://www.res-americas.com)



## Christine Reed

---

**From:** Stephen Cookson <Stephen.Cookson@res-americas.com>  
**Sent:** June-11-15 3:35 PM  
**To:** Christine Reed  
**Cc:** Patricia Gray (pgray@addingtonhighlands.ca)  
**Subject:** RE: June 15th Council Meeting  
**Attachments:** Bursary\_Flyer.pdf; Greenwich Economic Impact Report - MNR - FINAL RELEASED.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**Categories:** Wind Project

Thanks Christine,

Yes, please include us on the agenda. I plan on presenting on the following:

- Update on project development
- Plan for public meeting on July 2
- Vibrancy fund proposal
- Request for Municipal Support Resolution (MSR)

I will be sending you a draft of the Vibrancy Fund Agreement later today or tomorrow, as well as a copy of the MSR that we hope for council to consider.

In the interim, please find attached:

- An example of our bursary flyer for the bursary program we put in place in the Township of Dorion for the Greenwich project
- An Economic impact report that was done by the Minister of Natural Resources on the Greenwich project.

The economic impact report details the positive economic impacts that the project had in the area and region around this Crown land project. Like the Denbigh project, the Greenwich project was mostly on public lands but had some private lands involved and was in proximity to the town of Dorion. I think it would be of interest to the councilors as they debate the potential benefits of the project and so hope you or Patricia can distribute if you deem appropriate.

Thanks and best regards,  
Stephen

---

**From:** Christine Reed [<mailto:clerk@addingtonhighlands.ca>]  
**Sent:** June 11, 2015 9:52 AM  
**To:** Stephen Cookson  
**Subject:** June 15th Council Meeting

Hi Stephen,

I am just confirming that I am still putting you on the agenda as a delegation for the June 15<sup>th</sup> meeting in Denbigh at 7pm.

*Christine Reed*

Clerk-Treasurer

Township of Addington Highlands

P.O. Box 89

Flinton, ON K0H 1P0

(T) 613-336-2286

(F) 613-336-2847





# GREENWICH WIND FARM

## Dorion Wind Turbine Technician

# RES Bursary Program

**Five (5) - \$5,000 bursaries are available to support tuition and temporary relocation expenses.**

### ELIGIBILITY

1. Students must show proof of their permanent address in Dorion.
2. Students must show proof of registration at an accredited wind turbine technician program.

### GUIDELINES

1. The program operates on a first come, first serve basis. The first five students to submit proof of address and registration will be confirmed as program participants.
2. The bursary is awarded upon successful completion of a program. Proof of completion is required.

Successful candidates will be informed of potential employment opportunities with the Greenwich Wind Farm operation and maintenance team but this does not guarantee employment.

**Submissions  
to be made to:**

**Nikki Roehrig**  
nikki.roehrig@res-americas.com  
300 Leo-Pariseau  
Suite 2516  
Montreal, Quebec  
H2X 4B3

**Note:** If you have any questions about the eligibility of a particular technician program, please contact Nikki Roehrig at the above address.

**2015-06**

**NEXTERA**



**Patricia Gray**

---

**From:** Faiella, Benjamin <Benjamin.Faiella@nexteraenergy.com>  
**Sent:** Monday, June 01, 2015 10:59 AM  
**To:** Patricia Gray  
**Cc:** Rickel, Adam; Greenhouse, Ben; clerk@addingtonhighlands.ca; Dudek, Derek  
**Subject:** RE: Northpoint II - Comments regarding East Durham  
**Attachments:** NextEra Letter to Addington Highlands\_June 1 2015.pdf

Patricia,

Thank you for asking for our feedback regarding the East Durham correspondence you received. East Durham's Project Director, Adam Rickel, has prepared a letter (attached) in response to your request. Please let us know if you have any other questions or would like to discuss further.

Respectfully,

Ben Faiella  
Project Manager  
Wind Development – Canada



700 Universe Blvd. FEW/JB  
Juno Beach, Florida 33408  
Office: (561) 304-5237  
Mobile: (561) 373-8136  
[benjamin.faiella@nexteraenergy.com](mailto:benjamin.faiella@nexteraenergy.com)

**From:** Patricia Gray [<mailto:pgray@addingtonhighlands.ca>]  
**Sent:** Thursday, May 28, 2015 11:40 AM  
**To:** Dudek, Derek; Faiella, Benjamin  
**Subject:** Northpoint II - Comments regarding East Durham

This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email.

Hi Derek and Ben,  
Please find attached correspondence from someone in East Durham, could you provide some feedback on these comments.  
Thanks,

*Patricia Gray*  
Planning & Development Administrative Assistant

Township of Addington Highlands  
P.O.Box 89, 72 Edward Street

Flinton ON K0H 1P0  
Tel. 613-336-2286, ext 202  
Fax. 613-336-2847



# East Durham Wind, LP

June 1, 2015

Patricia Gray  
Planning & Development Administrative Assistant  
Township of Addington Highlands  
P.O. Box 89, 72 Edward Street  
Flinton, ON K0H 1P0

Dear Ms. Gray:

I am East Durham Wind, LP's Project Director for our East Durham Wind Energy Centre ("East Durham" and/or the "project"). I am writing in response to a letter that Addington Highlands received on Thursday, May 28, 2015 regarding the project. We are disappointed to see such negative comments expressed by this individual regarding our project and would like to correct the record regarding some of the inaccurate claims made by the author of the letter.

## Background

The East Durham project is a 14-turbine, 23 megawatt project located within the Municipality of West Grey. East Durham has been developing this project since 2008 and was awarded a contract to build the project by the Ontario Power Authority<sup>1</sup> in 2011 under the province's Feed-in-Tariff program. The project received its Renewable Energy Approval ("REA") from the Ministry of Environment and Climate Change in January 2014 which was subsequently appealed. The appeal of the REA was dismissed in July 2014.

Construction of the project began in May 2015 and is expected to be completed this summer. To date, all access roads have been built and all turbine foundations have been installed. Turbine deliveries are scheduled to start on June 1<sup>st</sup>.

## Claim #1:

"...they are wrecking our rural roads right now as I speak. They did not want to put up bonds to guarantee they would not ruin our roads and 100 year old bridges, so when we refused their permits, they took us to court TWICE! That cost taxpayers a bundle."

---

<sup>1</sup> Now known as the Independent Electricity System Operator.



Response: Contrary to the claim, East Durham has put securities in place for all municipal and county roads in question to ensure that, if any damages are incurred to any of the roads, bridges or infrastructure and such damage isn't adequately repaired by East Durham, the municipalities will be able to draw on the securities to repair said damage directly.

Unfortunately, East Durham did have to take the Municipality of West Grey ("West Grey") to court on two occasions. The first was in June 2013 after West Grey adopted an anti-wind by-law that required a \$100,000 performance bond for each wind turbine constructed in the municipality. The by-law also imposed other onerous fees on wind projects that were objectionable to East Durham. After East Durham filed its application for Judicial Review in Divisional Court, West Grey rescinded the by-law in July 2013 and the case never was heard by the Court.

The second court case occurred in 2014 after West Grey adopted an entrance permit by-law and tried to enforce an oversized/overweight permit by-law in 2013 that, both in design and application, would have prevented East Durham from proceeding with construction of the project. Consequently, East Durham filed an application for Judicial Review with the Divisional Court. The Court found in East Durham's favour stating:

"We find both by-laws inoperative to the extent they frustrate the purpose of East Durham Wind's REA, which is to authorize the building of the project in furtherance of the province's goal of increasing renewable energy generation...any alteration of the permitting by-laws that amounts to an attempt to circumvent the effect of this Court's order would also constitute bad faith."

In its decision, the Court ordered West Grey to compensate East Durham \$15,000 to partially offset the legal costs East Durham incurred in having to bring the action to the Court. After West Grey continued to delay the issuance of valid permits, East Durham asked the Court to intercede, which it did. At the direction of the Court, West Grey eventually issued the necessary permits which have allowed the project to proceed to construction.

East Durham attempted to avoid these court proceedings by trying to work constructively with West Grey. Unfortunately, West Grey made it clear that it did not intend to cooperate nor issue the permits to which East Durham was clearly entitled. As a result, East Durham was left with no choice but to seek the Court's intervention.

## Claim #2

"They completely bungled their environmental assessment, completely negating our endangered species habitat of the Redside Dace. Concerned citizens have taken them to court over their dismissal of our endangered species. In spite of being in court in appeal mode, they are constructing nonetheless."

Response: The appellants in this case asserted that the Ministry of Natural Resources and Forestry ("MNRF") wrongly exempted East Durham from compliance with the Endangered Species Act ("ESA") regarding a fish known as the Redside Dace and its habitat. Contrary to the claim, in March 2015, the Court found that MNRF did not exempt East Durham. Rather, MNRF simply found that the project will not harm Redside Dace; hence, there is no need for East Durham to apply for or obtain an ESA permit. The Court found that:

"This application was without legal basis on the strength of clear and recent precedent."

The Court ordered the appellants to pay MNRF and East Durham a total of \$20,000 to partially offset the legal costs MNRF and East Durham incurred in having to defend the project in Court. In addition, the Court ordered the appellants to pay East Durham \$15,387.80 to offset the legal costs East Durham incurred in having to bring a motion to the Court to allow it to participate in the proceeding over the appellants' objection.

During the proceeding, the appellants requested the Court to stay the ability of East Durham to proceed with construction of the project while the appeal was underway. The Court refused to do so. Though another appeal of this ruling is underway, this is not an impediment to construction and there is no evidence to show that the prior ruling will be overturned.

### Claim #3

"By the way, they cancelled our Community Vibrancy Fund with no notice for no reason. We didn't want their money anyways."

Response: Between November 2012 and December 2013, East Durham met with West Grey on a number of occasions to discuss general project updates as well as to try to negotiate a Road Use Agreement and Community Vibrancy Fund Agreement. As evident by the litigation proceedings discussed in Claim #1, the parties were not able to come terms and the project has since moved forward without either of these agreements having been executed.

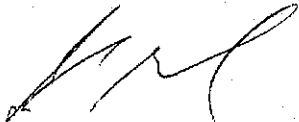
It is important to note that the Community Vibrancy Fund is a voluntary agreement. Even though East Durham did not enter into an agreement with West Grey, East Durham will continue to look for opportunities to support community initiatives as it does in other communities where no Community Vibrancy Agreement is in place. For instance, East Durham has already donated to local causes such as the Dundalk Fall Fair and Youth Fishing Derby and continues to communicate with community leaders to seek out valuable initiatives to support in lieu of a Community Vibrancy Agreement.

We hope this response is helpful to put the claimant's assertions in the proper context. We look forward to what we hope is a long and productive relationship with

Addington Highland's Council and staff. Let us know if you have any additional questions or concerns.

Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read 'AR', is positioned above the printed name.

Adam Rickel  
Project Director, East Durham Wind Energy Centre

## Patricia Gray

---

**From:** Faiella, Benjamin <Benjamin.Faiella@nexteraenergy.com>  
**Sent:** Wednesday, June 10, 2015 9:10 AM  
**To:** Patricia Gray  
**Cc:** Greenhouse, Ben; Dudek, Derek  
**Subject:** RE: Northpoint II - question

Thanks for reaching out, Patricia. We will return answers to your questions later today.

Respectfully,

Ben Faiella  
Project Manager  
Wind Development – Canada



700 Universe Blvd. FEW/JB  
Juno Beach, Florida 33408  
Office: (561) 304-5237  
Mobile: (561) 373-8136  
[benjamin.faiella@nexteraenergy.com](mailto:benjamin.faiella@nexteraenergy.com)

**From:** Patricia Gray [<mailto:pgray@addingtonhighlands.ca>]  
**Sent:** Tuesday, June 09, 2015 7:53 PM  
**To:** Greenhouse, Ben; Faiella, Benjamin; Dudek, Derek  
**Subject:** Northpoint II - question

This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email.

Hello Gentlemen,

Reeve Hogg has asked that I contact you to get some clarification on the following:

Can your company mortgage the project to obtain funding?

As explained at the North Frontenac Open House, your company will pay for the construction of the project but then can use the assets to obtain financing.

How does this affect the landowner?

Is the entire lot that is leased used as the asset in obtaining the financing?

Is only the Turbine used as the asset when obtaining the mortgage or financing?

What if the landowner then wants to take out a mortgage and use the land as his security?

If you could provide some insight into this process that would be appreciated and I will forward the information to the Reeve and Council.

Thank you,

*Patricia Gray*

Planning & Development Administrative Assistant

Township of Addington Highlands

P.O.Box 89, 72 Edward Street

Flinton ON K0H 1P0

Tel. 613-336-2286, ext 202

Fax. 613-336-2847

## Patricia Gray

---

**From:** Patricia Gray <pgray@addingtonhighlands.ca>  
**Sent:** Wednesday, June 10, 2015 1:25 PM  
**To:** 'Faiella, Benjamin'  
**Subject:** RE: Northpoint II - question

Thank you Ben for the information, I will forward it to Reeve Hogg and the rest of Council.  
Have a good day,  
Patricia

**From:** Faiella, Benjamin [<mailto:Benjamin.Faiella@nexteraenergy.com>]  
**Sent:** Wednesday, June 10, 2015 1:10 PM  
**To:** Patricia Gray  
**Cc:** Greenhouse, Ben; Dudek, Derek  
**Subject:** RE: Northpoint II - question

Patricia,

Thank you for the questions, there can often be some confusion about this, so we appreciate the opportunity to provide more information. When we finance a project, the lender looks at the entire project as the asset that is of value. The turbines, the leases, the collection system, the contract to sell electricity, etc. all together comprise an asset that is of value. As the project does not own the landowner's property, we cannot (and do not) use this as collateral. The leases we hold and the rights that those leases give us to access certain parts of a property are part of the broader project asset that is so used.

When we obtain a lease on a property, we will put a notice on that property's title that states that this interest (the lease) exists. This helps to avoid any future leases or other uses of land that conflict with our use of the land commencing without knowing about our prior interest in the land. This also states that our interest has priority over any subsequently obtained interests. This does not stop a landowner from obtaining a mortgage over the entire property, however, banks typically prefer that their mortgage to have the first priority on title, and so will come to us asking for us to defer our interest to theirs, which is something we will do at a landowner's request provided that the bank signs a standard agreement committing not to interfere with our operations. This type of agreement is fairly standard in the banking world, and has not proven to be an issue at our projects to date.

Respectfully,

Ben Faiella  
Project Manager  
Wind Development – Canada



700 Universe Blvd. FEW/JB  
Juno Beach, Florida 33408  
Office: (561) 304-5237  
Mobile: (561) 373-8136

## Patricia Gray

---

**From:** Faiella, Benjamin <Benjamin.Faiella@nexteraenergy.com>  
**Sent:** Wednesday, June 10, 2015 1:10 PM  
**To:** Patricia Gray  
**Cc:** Greenhouse, Ben; Dudek, Derek  
**Subject:** RE: Northpoint II - question

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Respectfully,

Ben Faiella  
Project Manager  
Wind Development – Canada



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Office: (561) 304-5237  
Mobile: (561) 373-8136  
[benjamin.faiella@nexteraenergy.com](mailto:benjamin.faiella@nexteraenergy.com)

**From:** Patricia Gray [<mailto:pgray@addingtonhighlands.ca>]  
**Sent:** Tuesday, June 09, 2015 7:53 PM  
**To:** Greenhouse, Ben; Faiella, Benjamin; Dudek, Derek  
**Subject:** Northpoint II - question

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Hello Gentlemen,

Reeve Hogg has asked that I contact you to get some clarification on the following:

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What if the landowner then wants to take out a mortgage and use the land as his security?

If you could provide some insight into this process that would be appreciated and I will forward the information to the Reeve and Council.

Thank you,

*Patricia Gray*

Planning & Development Administrative Assistant

Township of Addington Highlands  
P.O.Box 89, 72 Edward Street  
Flinton ON K0H 1P0  
Tel. 613-336-2286, ext 202  
Fax. 613-336-2847



## Patricia Gray

---

**From:** Dudek, Derek <Derek.Dudek@nexteraenergy.com>  
**Sent:** Wednesday, June 10, 2015 4:09 PM  
**To:** pgray@addingtonhighlands.ca  
**Cc:** Faiella, Benjamin  
**Subject:** Northpoint II - inquiry  
**Attachments:** Map15-0228 - Copeland Lake - OPT.PDF

Hello Patricia,

Ben passed this along for me to look into for you. I can confirm that all three of the proposed turbines (64-66) we showed on this draft layout would exceed the minimum setback requirements as required by the Province in Ontario Regulation 359/09. The minimum setback is 550 metres from the centre of a dwelling, and the draft locations shown were approximately 900m from Copeland Lake Road, which is even closer than any of the cottages on the lake. The Province would not permit any turbines that are less than 550m from a non-participating dwelling.

I've also attached the photomontage we had on display at the open house for Copeland Lake.

I hope this helps.

Thanks,

**Derek Dudek** | Community Relations Consultant  
NextEra Energy Canada, LP  
390 Bay Street, Suite 1720, Toronto Ontario M5H 2Y2  
office: 416.364.9714 ext 5663  
mobile: 519.318.0237  
[derek.dudek@nexteraenergy.com](mailto:derek.dudek@nexteraenergy.com)

---

**From:** Patricia Gray [<mailto:pgray@addingtonhighlands.ca>]  
**Sent:** Wednesday, June 10, 2015 3:24 PM  
**To:** Faiella, Benjamin  
**Subject:** Northpoint II - Concern regarding turbine location - Copeland Lake

This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email.

Hi Ben,

Councillor Fritsch has received a concern from someone regarding Copeland Lake, could you respond to the comment below.

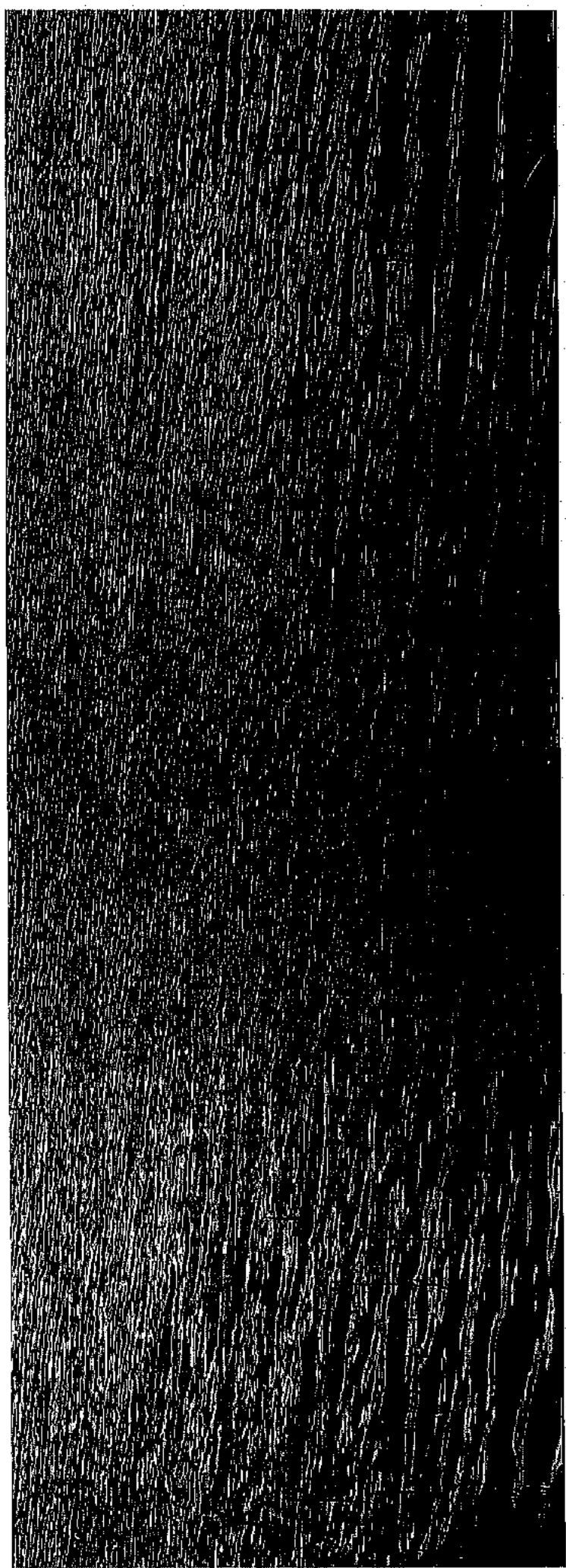
"If the attached "green dot" proposed turbines are accurate, 64, 65 and 66 are clearly too close to the residences surrounding Copeland Lake."

Thank you,

*Patricia Gray*

Planning & Development Administrative Assistant

Township of Addington Highlands  
P.O.Box 89, 72 Edward Street  
Flinton ON K0H 1P0  
Tel. 613-336-2286, ext 202  
Fax. 613-336-2847



## Patricia Gray

---

**From:** Dudek, Derek <Derek.Dudek@nexteraenergy.com>  
**Sent:** Thursday, June 11, 2015 1:26 PM  
**To:** Patricia Gray  
**Subject:** RE: Survey  
**Attachments:** Fast McLeman attitudes to new RET.PDF

Hi Patricia,  
No problem...see attached.

Derek  
519.318.0237

**From:** Patricia Gray [<mailto:pgray@addingtonhighlands.ca>]  
**Sent:** Thursday, June 11, 2015 1:08 PM  
**To:** Dudek, Derek  
**Subject:** Survey

This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email.

Hi Derek,  
You mentioned at the North Frontenac meeting that you sent them a copy of a formal survey conducted to gauge public reaction to IWT's, could you send me a copy of that as well.  
Thanks,

*Patricia Gray*

Planning & Development Administrative Assistant

Township of Addington Highlands  
P.O.Box 89, 72 Edward Street  
Flinton ON K0H 1P0  
Tel. 613-336-2286, ext 202  
Fax. 613-336-2847

# Journal of Rural and Community Development

## Attitudes Towards New Renewable Energy Technologies in the Eastern Ontario Highlands

**Author:** Stewart Fast, & Robert McLeman

**Citation:**

Fast, S., & McLeman, R. (2012). Attitudes towards new renewable energy technologies in the Eastern Ontario Highlands. *Journal of Rural and Community Development*, 7(3), 106-122.

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## **Attitudes Towards New Renewable Energy Technologies in the Eastern Ontario Highlands**

**Stewart Fast**

University of Ottawa  
[sfast082@uottawa.ca](mailto:sfast082@uottawa.ca)

**Robert McLeman**

University of Ottawa  
[rmcleman@uottawa.ca](mailto:rmcleman@uottawa.ca)

### **Abstract**

As governments seek to expand generation capacity from sources such as solar farms, wind turbines, hydroelectric and biomass generators, rural responses to renewable energy become increasingly important. In early 2011 we conducted a mail-out survey of permanent residents, a concurrent internet-based survey of seasonal residents and follow-up focus groups in two rural eastern Ontario municipalities to assess public attitudes and to project acceptance and potential uptake of various technologies. Survey participation was relatively high (n = 180, response rate 22%). One focus group included local and regional government decision-makers, the other for residents representing a range of socio-economic and demographic groups. Results showed strong support among residents to pursue alternative energy sources (89%), mostly out of concerns with rising energy costs, but also from a desire to use local energy sources. Support was highest for solar technologies (87%) and lowest for wind turbines (58%) and new hydroelectric dams (58%). There was little evidence of NIMBY views being prevalent among permanent residents. Seasonal cottage dwellers were less supportive of hydroelectric dams and a wood pellet facility. Our findings suggest rural residents start with favourable attitudes towards alternative forms of energy production. Acceptance and uptake will likely be strengthened by locally relevant demonstration projects and by supporting citizen involvement in task groups, workshops or other venues for information sharing.

Keywords: Renewable energy, attitudes, NIMBY, acceptance, feed-in-tariff

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### **1.0 Introduction**

As governments seek to expand capacity to generate electricity and to heat buildings from “green” sources (i.e. non-fossil-fuel, non-nuclear), interest and investment in renewable energy technologies (RETs) have grown. RETs, including photovoltaic installations, wind turbines, hydroelectric generators and biomass combustion facilities, are new forms of land use largely situated in rural areas. RETs are often promoted as a means of environmentally and economically sustainable development for rural communities (Fitzgibbon, 2010; Scheer, 2007). However, some projects – wind farms in particular – have received mixed responses from rural populations in North America and Europe (Devine-Wright, 2005; Devine-Wright, et al., 2009; Hill & Knott, 2010; van der Horst, 2007; Warren, Lumsden, O'Dowd, & Birnie, 2005; Woods, 2003). The key concern from the energy policy perspective is that without taking into account the social responses to RETs it may prove difficult for targets for RETs to be reached. From

a rural studies perspective, there is a parallel interest in avoiding conflict and ensuring that benefits from RETs accrue to the rural communities that are the sites for these new technologies (Fitzgibbon, 2010).

In Ontario, there has been a rapid increase in the number of RET projects approved for development (currently 108 solar farms, 51 wind farms and 47 hydroelectric) and more than 33,000 applications have been submitted for small (less than 10 KW) solar photovoltaic installations (OPA, 2010, 2011). This growth is due to a “Feed-in-Tariff” (FIT) program of the 2009 *Green Energy Act* which offers high rates and access to the grid for electricity generated from renewable resources. The roll-out of the *Green Energy Act* has been controversial and a province wide debate has emerged in media and among political parties with concerns raised that RETs are expensive, unreliable, possibly unsafe, that the siting process is undemocratic and the landscape of rural regions is being tarnished (Deweese, 2010; Flaming, 2009; Merriam, 2011; Paperny, 2010; Radwanski, 2011; Wentz, 2010). The lively public discussion about the *Green Energy Act* provides a useful opportunity to study in a systematic fashion the formation of public attitudes towards new RETs.

The Eastern Ontario Highlands region has significant potential for solar and wind farms, small-scale hydro and conversion of unutilized biomass to fuel. While its population is one of Ontario’s poorest on average, the region is rich in natural resources and a number of government initiatives have been created there to demonstrate and offer incentives for new RET developments. This paper describes early findings from an ongoing investigation into public attitudes, responses and potential uptake of RETs in the region, drawing upon results from a mail-out survey and follow-up focus groups meetings. Through this project we hope to gain insights into potential future energy trajectories in the region and by extension in other similar rural communities. In this paper, we identify those RETs that are most likely to be supported by residents, and the factors that may influence these responses.

## 2.0 Overview of the Study Region

The term Eastern Ontario Highlands refers to an upland region of mixed forest that encompasses the headwaters of the Skootamatta-Moira, Mississippi, Salmon and Tay river watersheds (Figure 1). The study region is south of Algonquin Park and north of provincial highway 7, and straddles the counties of Lanark, Frontenac and Lennox & Addington. Our study focuses on two municipalities found within this region: Addington Highlands and North Frontenac. The permanent, year-round population of these townships are 2532 and 1842 respectively (Statistics Canada, 2011), but during the summer months the region’s population is tripled by an influx of seasonal residents (Cumming Cockburn Ltd, 2003).

This area is characterized by a rugged, heavily glaciated terrain, with extensive lake and river systems. Approximately 70% of the region is forested Crown-owned land, supporting a mix of land-based economic activities, including forestry, outdoor recreation, and subsistence hunting, fishing and trapping (McLeman, 2010). Permanent settlements consist primarily of small village nodes spread along around four main roads. While the average age of residents is over fifty and rising, the population is kept stable by an influx of retirees attracted by the relatively low-priced waterfront properties. Census figures show 30% of the population has moved within the last 5 years (Statistics Canada, 2006) many from nearby urban centres of Toronto and Ottawa. Employment and population trends are consistent with patterns elsewhere in rural eastern Ontario (Sander-Regier, McLeman, Brklachich, &

Woodrow, 2009). Natural resource based activities of forestry and mining employ fewer people and many jobs are now found in servicing tourists and seasonal residents. Seasonal homes outnumber permanent homes and as cottage dwellers have come to contribute a larger portion of the municipal tax base they have, at times, exercised growing political power. For example, in the past 5 years logging plans and a proposal for development of a lakeside lodge have been either modified or dropped amidst concerns expressed by different local cottage associations.

The permanent population experiences employment rates and median incomes (45%; \$37,789) that are considerably lower than the provincial average (67%; \$69,156), while government contributions (e.g., old age pension, employment insurance) as a proportion of income are higher (29% versus 9.8%) (Statistics Canada, 2006). Household and social activities are tied to the landscape – e.g., chopping firewood and snowmobile club – and, as in other rural Canadian communities, people struggle to retain schools and attract health care providers (McLeman, 2010; McLeman & Gilbert, 2007).

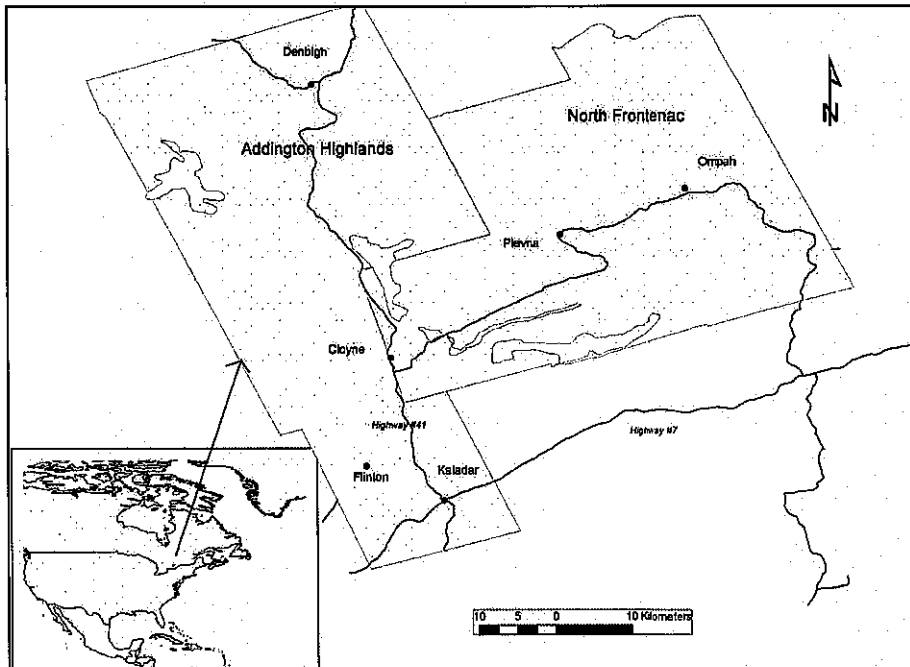


Figure 1. Eastern Ontario Highlands

A number of RET projects have been proposed or initiated in the study area by various government, private sector actors and individuals. The high school has been selected by the school board as a site to pilot test a biomass heating system. Instead of heating oil, wood pellets will be used. Boiler installation and maintenance are paid for by the “Green Schools Pilot Initiative” (Ontario Ministry of Education, n.d.). Several homeowners and businesses have installed solar panels under the FIT/microFIT program mentioned earlier, and one of the municipalities has committed to installing panels on a municipally owned building. Three private wind development companies have expressed interest in developing wind farms along ridges in the northern part of the study area, where test turbines have shown promising conditions. Finally there are dozens of former mill dams and water control structures with the potential to generate hydro-electricity. These latter are overseen by a Conservation Authority who manage water levels for flood control,



drinking water, recreational and wildlife habitat needs. These four examples represent the best-known RET developments in the region. Residents are also aware of developments elsewhere, such as large solar farms to the south and a wind farm on Wolfe Island adjacent to the city of Kingston and south of highway 7.

### **3.0 Methods**

A self-administered questionnaire titled “Household Energy Use and Energy Attitudes in Addington Highlands and North Frontenac Region” was sent by mail in February 2011 to households along selected rural routes and general delivery mail boxes in four sections of the region, two in Addington Highlands and two in North Frontenac. Different coloured paper was used to track geographical origin of responses. The mail out included a cover letter, a form to provide contact information if respondents were interested in follow-up discussions and a stamped self-addressed return envelope. Advance notice of the survey was done by commissioning a local reporter to write an article in the local paper (an unsolicited story also appeared in another lesser-read paper). A fortuitous public reminder was provided when a respondent wrote a letter to the editor commenting on the survey. A separate on-line version of the survey was made available over the period February to August 2011 to solicit responses from seasonal cottage residents and allow any permanent residents whose mail box was not selected to receive the mail-out a chance to respond. Ten different cottage associations provided assistance in contacting seasonal residents through newsletters, web-site postings and attendance of the first author at an Annual General Meeting.

The questionnaire consisted of four main sections: types of fuels used and quantities; level of agreement with different statements about energy issues; level of agreement with hypothetical RET projects, proponents and locations; and, background demographic information. Wording and layout were selected after pre-testing with selected local residents. The data was analyzed using Excel (2007 version) and PASW (version 18).

Two focus groups were subsequently held in March 2011 lasting between 2.5 and 3 hours each. Recruitment for the first group was from individuals who completed the questionnaire. From 20 individuals who indicated potential interest, twelve were invited and eight showed up on the day of the meeting. An effort was made to select a diversity of opinion on renewable energies based on their survey responses, and participants included a mix of newcomers and long-time residents. A one-page backgrounder was sent to participants prior to the meeting to explain the format and advise of general topics for discussion.

Participants in the second focus group were selected for their being active participants in governance structures in the region. The eight participants included three township councillors, and representatives from the two Conservation Authorities and the two Counties with jurisdiction in the region, the provincial Ministry of Natural Resources, the local regional forest management company, and the local regional tourism association. Participants were also sent the one-page backgrounder prior to the meeting.

Meetings were moderated by the first author and held in a village hall. A research assistant took notes and audio-recorded the meetings. Both groups opened with the same question: “How will people in Addington Highlands and North Frontenac meet their energy needs 20 years from now?” which initiated a broad-ranging, lightly moderated discussion of energy options, opportunities and barriers in the

region. After a break, preliminary findings from the survey were presented and discussed. A final exercise entailed a guided discussion of the four examples of local RET projects described in section 2 above, during which participants commented on their views of each, and their opinion of which types of RETs would be most successful in the region in the future.

Our study has several potential limitations that should be kept in mind when reading the following results and discussion sections. First the response rate (22%) to the survey adds a possibility of response bias. Second the survey findings may not be generalizable to other rural settings where forest biomass is less prevalent. Third, the focus group discussion is unique to the group of individuals at the table and would have been different with a different set of participants.

## 4.0 Results

### 4.1 Survey

We distributed 836 questionnaires of which 180 (22%) were returned representing 9.4% of the total number of permanent households (1,920) in the townships. Those who completed the survey tended to be close to community characteristics reported in the 2006 census in terms of age, employment status, and income, but had higher levels of formal education. The demographic characteristics of the respondents are shown in Table 1.

Table 1. *Demographic characteristics of permanent residents of Addington Highlands and North Frontenac surveyed on energy use and energy attitudes in February to May 2011*

Characteristic	Number of responses to question and %
<b>Gender</b>	n = 172
Male	54%
Female	46%
<b>Education</b>	n = 157
High school completed	71 (45%)
Apprenticeship	9 (6%)
College or university	77 (49%)
<b>Household income</b>	n = 141
Under \$20,000	20 (14%)
\$20 – \$39,000	42 (30%)
\$40 – \$59,000	31 (22%)
over \$60,000	48 (34%)
<b>Occupation (top 4)</b>	n = 160
Retired	83 (52%)
Construction	19 (12%)
Business operator	13 (8%)
Health care	11 (7%)
<b>Village</b>	n = 175
Flinton	60 (34%)
Denbigh	54 (31%)
Ompah	35 (20%)
Cloyne	26 (15%)

Our efforts to obtain responses from seasonal cottage dwellers yielded 23 completed on-line questionnaires. Seasonal respondents had higher levels of formal education (91% with college or university) and higher income levels (84% over \$60,000) than the permanent resident population. We consider the responses from seasonal residents as a separate sample and do not include them in our reporting of general trends for the population of the eastern Ontario Highlands region. There are two reasons for this: first, collection methods differed for each population and second, seasonal (i.e., second home) residents make up a distinct, more affluent and highly mobile population whose interests and experience in the region inherently differ from permanent residents in many ways (McLeman, 2010). However, their views are important to future energy developments and seasonal resident survey responses, are compared to those of the permanent resident population in several places in the following discussion.

#### 4.1.1 Household Energy Use Patterns

Use of wood for household heating is widespread in this region, 71% use wood as either primary or secondary heating source, another 12% use wood pellets. This is a unique energy pattern for planners if we consider that the Canadian average for heating with wood is 4% as the primary heating source and 6% as a primary or secondary source, see more in Table 2. Three quarters of residents use 3 or more bush cords annually (a unit of split firewood stacked to be four feet high, four feet deep and eight feet deep - 1.3 m x 1.3 m x 2.6 m) and over half (56%) cut their own wood.

Table 2. *Household heating sources in use in the study area and in Canada*

Heating source	% of residents in study area using (n = 180)	% of all Canadians using as primary heating source (SHEU, 2007)
Wood	71%	4%
Heating oil	40%	8%
Electricity	31%	38%
Wood pellets	12%	Reported with wood
Propane	14%	1%
Natural gas	N/A	44%

In terms of other household energy use, 57% of residents spend more than \$200 on gasoline or diesel per month and most residents (60%) spend between \$100 and \$200 per month on electricity. Only one respondent reported no gasoline or diesel use and only four respondents (2%) were “off-grid” (obtaining electricity from their own generation and not the provincial electricity distribution system).

#### 4.1.2 Views on Energy

More than 90% of residents agreed that costs and reliability are important energy issues for the future (Figure 2). Support was also high for using local energy sources (83%) but residents were less sure of there being a need to avoid fossil fuels (51% agree). A high proportion of residents (89%) think it is important to look for alternative ways to use and obtain energy. In terms of personal habits 92% indicated they find ways to reduce use of energy to save money while 75% indicated they do so to help the environment.

Responses were solicited on a Likert scale (1 = strongly agree, 5 = strongly disagree), allowing for statistical comparison of mean values and insight into

possible group differences. Views on energy are consistent across permanent residents in the region with a few minor exceptions. Lower income individuals attributed more importance to keeping energy costs low (household income less than \$20,000  $\bar{x}$  = 1.28, \$20,000 – \$39,000  $\bar{x}$  = 1.55, \$40,000 – \$59,000  $\bar{x}$  = 1.62, >\$60,000  $\bar{x}$  = 1.62, ANOVA  $P$ =.027) and those with apprenticeship level of education felt less strongly about the need for alternative energy ( $\bar{x}$  = 2.44 compared to  $\bar{x}$  = 1.49 for high school education and  $\bar{x}$  = 1.57 for college education, ANOVA  $P$ =.009). No significant differences exist in the views of residents living in different villages, or between male and female respondents or between those who are raising children or not. Seasonal residents felt that looking for alternative ways to produce energy was less important than did permanent residents ( $\bar{x}$  = 2.86 vs. 1.58,  $p$ <.001, Welch T-test) and expressed less concern with keeping energy costs low ( $\bar{x}$  = 2.00 vs. 1.31,  $p$ <.001, Student T-test).

Many (28%) of the respondents added comments to help explain their responses. The quotations below illustrate the types of energy-related concerns residents expressed.

“Something should be done about hydro charges going up constantly.”

“Living in an underprivileged area, with declining youth population (under 40 yrs) it is imperative that any green technologies that could produce and maintain economy is [sic] beneficial.”

“A lot of people in our area cannot afford the continually rising costs of hydro.”

“I would think that most people would like to be off the grid mainly for reliability as there have been numerous outages and most have a generator as back up.”

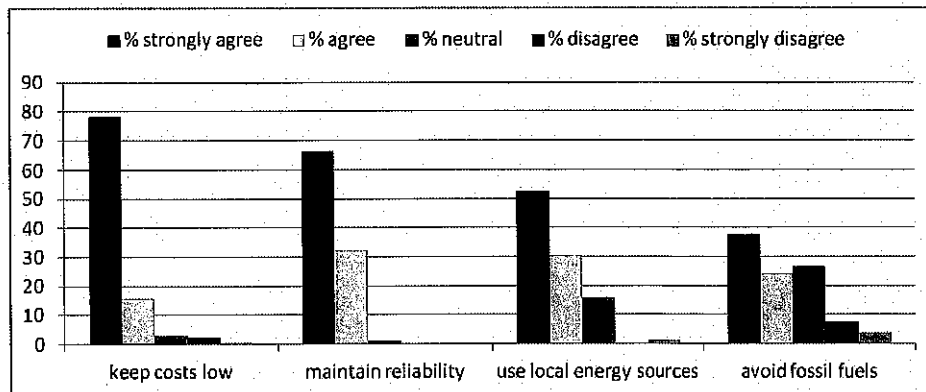


Figure 2. Response to question “What are most important energy issues in the future?” from residents of Eastern Ontario Highlands surveyed February to May, 2011

When asked if they would like to see more renewable energy produced in their township, 88% of respondents were supportive and 97% were supportive or neutral (Figure 3). When a NIMBY element was added to the scenario slightly more opposition emerged and 11% of residents said they would prefer to support RET only if it occurred outside the region. ANOVA and T-tests reveal no statistical difference between the responses of residents with different income or education

levels, those living in different villages or those raising children or not. Seasonal residents are slightly less likely to desire renewable energy production in the region ( $\bar{x} = 2.09$  vs.  $\bar{x} = 1.56$ ,  $P < .1$ , Welch T-test) but no more likely to have NIMBY attitudes than are permanent residents.

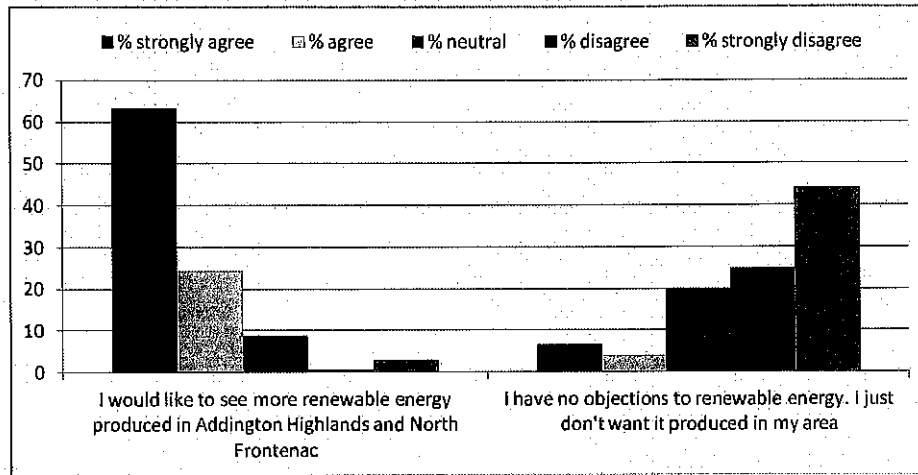


Figure 3. Levels of renewable energy “NIMBY” attitudes among residents of Eastern Ontario Highlands surveyed February to May, 2011

Table 3 reports attitudes towards nine renewable energy options for the region including differences in attitudes associated with various socio-economic factors. Support was strongest for rooftop solar panels, and all of the solar options presented in the survey ranked highly relative to other technologies. Older residents without children expressed less support for rooftop solar panels than did residents with children. The least preferred options are a wind farm or a new hydro dam. Support for a new hydro dam is lowest among permanent residents with no children; seasonal residents also indicate low levels of support, bordering on outright disagreement, to a dam. Support for a new dam is very high among respondents residing in the village of Flinton, where there already exists an aging dam on the Skootamatta River. The option of renovating an existing dam receives greater support among permanent residents, with seasonal residents being less supportive. Support for a wind-farm is mixed, with respondents earning less than \$20,000 /yr significantly more likely to approve of such a development. Wind farms and a new dam appear to be the most polarizing options given the relatively high number of people disagreeing or strongly disagreeing with them as compared with other RET options.

New uses of forest resources in the form of a pellet plant or a wood chip boiler receive moderate levels of support. These options had large proportion of respondents who were unsure or neutral of these technologies. This could indicate respondents were ambivalent about these options or that more information was needed before declaring a position. Seasonal residents had statistically lower support for a pellet plant than did permanent residents. Not surprisingly those that heat with pellets were more likely to support a local pellet plant than those heating with oil, electricity, propane or firewood ( $p < 0.05$ , t-test, not reported in Table 3).

Table 3. Attitudes towards different sources and sizes of RET in the eastern Ontario Highlands

	Rooftop solar	Solar farm	Scattered panels	Renovate dam	Pellet plant	Wood chip boiler	Scattered wind turbines	New dam	Wind farm
% support	87	79	73	72	67	63	63	58	58
% opposed	5	11	9	13	14	11	18	21	25
% neutral	8	11	19	15	19	26	19	21	17
Standard error of mean (2 SE)	1.46 - 1.76	1.63 - 2.00	1.71 - 2.07	1.78 - 2.19	1.94 - 2.33	1.93 - 2.31	2.10 - 2.53	2.14 - 2.60	2.20 - 2.66
Likert scale (1 = strongly agree, 5 = strongly disagree) mean values									
Gender									
male	1.58	1.94	1.94	2.17	2.32	2.28	2.33	2.37	2.44
female	1.63	1.76	1.88	1.79	2.04	2.06	2.38	2.32	2.51
child rearing									
yes	1.29*	1.58	1.62	1.68	2.21	2.06	2.29	1.85*	2.28
no	1.71*	1.89	1.96	2.07	2.08	2.15	2.32	2.51*	2.50
village									
Cloyne	1.50	1.46	1.48	2.05	1.96	2.14	2.16	2.50	2.42
Denbigh	1.78	1.75	2.02	2.27	1.92	1.98	2.19	2.74	2.28
Flinton	1.60	1.94	2.08	1.72	2.27	2.30	2.22	1.75**	2.53
Ompah	1.53	2.00	1.75	2.00	2.57	2.15	2.53	2.79	2.45
income									
under 20 k	1.21	1.20	1.38	1.33	2.23	1.91	1.67	1.77	1.44*
20 to 39 k	1.45	1.65	1.94	2.06	2.20	2.17	2.63	2.39	2.75
40 to 59 k	1.88	1.89	1.88	1.48	1.79	1.88	2.29	1.80	2.32
over 60 k	1.71	1.89	2.04	2.08	1.98	2.15	2.21	2.50	2.64
residence status									
seasonal	1.52	1.90	1.76	2.73*	2.78*	2.52	2.00	3.41**	2.64
permanent	1.61	1.82	1.89	1.99*	2.13*	2.12	2.32	2.37**	2.43

**Bold** indicates difference at  $p < 0.1$ , \* indicates difference is significant at  $p < 0.05$ , \*\* indicates difference is significant  $p < 0.01$ , for 2 factors (gender, child-rearing, residence status) the Student T-test is used, for 3 and 4 factors (village, income) a one-way ANOVA with Tukey-h post-hoc test is used

#### 4.2 Focus Group Findings

Consistent with the findings from the survey, participants in both focus groups generally supported RETs, and suggested that wind farms would likely be the most contentious technology. Residents expressed concern that seasonal residents or residents who had relocated from urban areas would be concerned with aesthetic impacts on the scenery. These expectations were not supported by survey data which show similar levels of support for wind farms between seasonal residents and permanent residents and no significant differences between long-term and newcomer residents. Some quotations from focus group participants to illustrate the types of concerns identified with wind technology include:

“I sure as hell know they aren’t going to put one of those wind farms on my property.”

“I wouldn’t make this an urban / rural issue but in some respects I think it is. Rural people might be more used to seeing towers, because a lot of old farms had wind machines that pumped water...we are talking two generations ago but if you grew up in that situation....it is a different type of wind energy but it still involves a tower and blades and so I think people are more used to seeing that in the country.”

“You go to Wolfe Island, and it is almost a disgusting insulting thing when you look at the beauty and then this thing is just clustered with (...)it is producing nice energy but you have a huge challenge and I think it will continue wherever you go with ‘not in my backyard’”

“If you talk about two or three turbines on \_\_\_\_ Lake, there would certainly be a very different perspective from people that come up on only on weekends”

“I think it is being maligned...it is popular to believe it is bad.”

##### Box 1 - Profiles of the participants of focus group #1

Participant A – male retiree long-time resident, active in local hunting and fishing organization
Participant B – male, business owner, has solar panels under microFIT program, moved to area from urban centre
Participant C – male retiree active member of County-level “green energy task force”, moved to area from urban centre
Participant D – female long-time resident, active in community organizations, lives off grid
Participant E – male, long-time resident, volunteer firefighter, lives off grid
Participant F – male retiree active in lake association moved to area from urban centre
Participant G – male retiree long-time resident active in local organizations
Participant H – male retiree, long-time resident active in local organizations

Although the survey results suggest strong support for solar panels on rooftops, there were several concerns that emerged in the focus group discussion. One participant provided a possible explanation for greater support seen in the survey by those in child-rearing families. He described the relevance of the microFIT incentive program for older residents thus:

“This is turning into a retirement community. When you have someone coming in at the age of 65 and take a look at solar, which you get your return back in 10 or 12 years, and it costs you \$70,000 to do, I don’t think at 65 I’d be willing to put out the \$70,000 to maybe live long enough to see some return on it”

The costs of the microFIT subsidy to taxpayers also generated discussion. In one of the exchanges one participant described his rooftop solar panels as a “*damn good investment*” but another felt the costs were too high to the Ontario taxpayer at which point several participants discussed if the costs of the nuclear alternatives were just as high. The argument that subsidizing RET is driving up electricity rates turned out to be a prominent criticism from opposition political parties during the run-up to the fall 2011 election and it is worth exploring the public perceptions of this argument in the EOH during the study period. It is made even more relevant by the fact that advocacy groups and national media claim that green energy concerns caused the governing party to lose seats in rural areas (Howlett K & Ladurantye, 2011; Wind Concerns Ontario, 2011). As reported above, focus group participants considered and discarded the argument that RET subsidies should be abandoned to avoid raising the price of electricity. The survey comments provide an additional measure of attitudes. Of the specific comments on electricity costs, seven blamed mismanagement of the provincial utility Hydro I, five indicated there should be continued subsidies for installing solar or other forms of renewable energy and four said microFIT subsidies should be abandoned altogether. Below is a sample of the comments.

“I would like the debt taken off of the Hydro bills as well as the HST. No one pays our debts so why should we have to pay Hydro's debt”

“I have vacant land suitable for solar panels, but find it too costly to install. These should be made more available to people who want to assist the energy problem”

“Power should be generated where it will be used without requiring subsidies reminiscent of Soviet Union fantasy economics. Personally I don’t want to fund or suffer the consequences of Mcguinty’s [Premier of Ontario] green dream simply so the provincial liberals can get a few more ridings in the Golden Horseshoe ridings”

Several participants in both focus groups expressed scepticism that solar panels would continue to be installed if there were changes in provincial policy after the election. The election completed in October 2011 saw the governing party returned to power albeit with less seats. At the time of writing the microFIT program remained intact but lower rates are expected for new solar installations.

When asked about the hydro-electric option participants in both focus groups were generally in favour of the technology but expressed a great deal of concern about



the number of approvals required from oversight bodies for water-ways. In the second focus group one participant recounted the seven year wait their hydro-electric project took between decision to go ahead and to producing electricity; “*there is not just one approval, there are 10 approvals.*” Flinton is one village that has seen officials from the Conservation Authority enter into agreements with private parties to develop hydro-electric power in the river running beside town but these plans have floundered for lack of expertise and start-up capital. Despite this, support for a hydro dam remains high in Flinton as seen in the survey responses and expanded on in survey comments such as “*At one time Flinton generated its own power plant at the Flinton Dam. Why not now??*” Some participants expressed doubt that municipalities would lead projects to convert existing dams to produce electricity. Some quotations that reflect the discussion are:

“They will struggle with the long-term commitment.”

“If some municipal government says yes we are going to do this, they aren’t going to see the benefit during their period of power so it is difficult for them to champion a project like that.”

“We have so much potential for water and one of the biggest obstacles I see is the red tape.”

Diverting water to generate power, even in the case of a pre-existing dam, raised concern among some participants in the first focus group that water levels for recreational activities and for fish habitat would be compromised, a reality also recognized by officials in the second focus group. Concerns about water levels may be behind the significantly less enthusiastic responses to hydro-electric options from the survey sample of seasonal residents, most of whom own water-front property.

The discussion of the biomass energy option brought out some enthusiastic responses from both groups. Unlike the wind, solar and hydro examples no negative opinions were expressed in the first focus group, while the only concern expressed in the second focus group was uncertainty over the ease with which forestry operators could change from existing tree removal practices to providing for pellet production. Participants saw a wood pellet factory as a logical follow-up to the planned installation of a wood pellet boiler at the region’s school. The following quotations reflect the discussion:

“We’ve got just incredible amounts of sawdust and bark and trimmings and wood....to me this is an ideal opportunity for somebody to come along and open a pellet plant somewhere within easy distance.”

“I love the concept over in North Addington [i.e. at the school - North Addington Education Centre]. I think that is great, now if we only can get the pellets here.”

“This could be a product that has many many other spinoffs.”

Participants in the focus group for residents shared ideas on actions that might promote greater uptake of local renewable energy production, and in doing so, some reflected on how everyday conversations connect to political decisions. One participant related a story of people knocking on his door to ask him about the outdoor wood boiler on his property, and concluded by saying, “*I think that is the*

*kind of thing that promotes it [a move towards renewable energy]*” He picked up on the language used by another participant to say “*You have to keep highlighting that there are alternatives to the cord from the pole*” and put forth the idea of “diversification workshops.” A different participant welcomed this and added the idea of tours of local hydro dam sites, solar panels, geothermal heating or other renewable energy technologies. Another participant was supportive of this idea, and gave the example of a community-owned, ground-mounted solar farm from a neighbouring county as an example to learn from. Near the conclusion of the first focus group, one participant observed “*if you don’t attend something like this [focus group] you get so damned insulated that you can’t see the forest from the trees.*”

## 5.0 Discussion

Our findings suggest residents of the Eastern Ontario Highlands have a strong level of support for alternative ways to generate energy. This is true when the question is framed generally and when specific types different RET in their own backyard are provided as examples. The biggest reason to support alternatives appears to be a general dissatisfaction with rising electricity prices, but there is also a strong interest in harnessing local energy sources. Comments from survey respondents and from focus group discussion show that some see RETs as economic development in an area that is struggling; others see it as part of being well-prepared for disruptions to conventional energy supplies.

In a region where a high proportion of residents use wood to heat their homes, it is perhaps unsurprising that support for wood-based RET was high. There was unanimous agreement in the focus groups for a wood pellet factory, and 68% agreement from survey respondents with those who currently use wood pellet stoves the strongest supporters. For many residents, wood is simply the cheapest and most readily available option, and this fact seems to translate into higher levels of support for biomass energy than has been identified in existing scholarly research, particularly studies coming out of the United Kingdom (Upham & Shackley, 2006; Upham, Shackley, & Waterman, 2007). Wood-pellets garnered a high level of “neutral” responses in the survey. It is unclear if the neutral stance is because few have experience with what a wood pellet factory might look like, or because people are unsure what the pellets would be used for. When the opportunity to discuss the example was given in the focus groups, participants were very enthusiastic about the installation of a wood-pellet boiler at the school. Concerns were raised about the fact that the School Board that manages the installation is assessing wood pellet supply tenders from seven bidders across southern Ontario and into Quebec, none of which manufactures pellets in the study region. If no local pellet supplier emerges in coming years, local attitudes towards this project could quickly change, given how much raw wood product is locally available, and given the large number of residents engaged in forestry.

Residents also strongly supported solar RETs. Positive opinion was high for rooftop installations (87%) and for solar farms (79%), indicating that the technology itself is seen as benign even when prominently visible and taking up a large area (one solar farm south of the study area takes up 40 ha). Early adopters of the microFIT program have been publicized in the local paper, and the technology is easily visible on many roofs along highways in the region. This likely contributes to the high public awareness of the technology, and possibly contributes to the high levels of support with a technology people have become familiar with.

There is some underlying concern related to the price being paid by the provincial power authority for electricity generated by solar photovoltaic technology. Several focus group participants and survey respondents expressed views that the FIT incentive program is wasteful, echoing views often given in mainstream media and by political opposition parties. On the other hand, even with the arguments against solar subsidies circulating in the public sphere, some residents call for even further subsidies to support local RET developments. It was also interesting to observe that wasteful subsidy opinions tended to become moderated in the focus groups when the cost of the nuclear energy option was raised. This may have been due to the high sensitivity and public awareness of Japan's Fukushima nuclear power plant disaster, which was still in its early stages when the focus groups were held and referenced by several participants. This would imply that at least some residents would accept higher priced electricity if it came from "safe", "local" sources. This finding must be regarded as tenuous however as EOH residents show a very strong preference for keeping costs of electricity low. A longitudinal survey of EOH residents with sampling periods that incorporate future changes in electricity rates and in government incentive programs would provide better evidence to fully assess public perceptions of the costs of RET incentives.

One concern about the FIT incentive program that is not widely expressed in media is how the 10 year payback period may be too long for many older residents. Given that rural populations like those in the Eastern Ontario Highlands tend to have higher average ages, this may warrant further reflection by policymakers seeking to offer incentives for renewable energy production in these communities.

Residents were in favour of using falling water to generate electricity, but more so for existing dams versus constructing new dams (73% versus 58%). The greatest barrier that came through in the focus groups was a perceived excessive number of regulatory approvals required to get at the water. There was also concern about changing water levels on recreational activities and fish habitat. Potential hydro project proponents should be prepared to mitigate these concerns with clear communication with residents.

From the second focus group there was great deal of discussion about what would motivate a municipality to pursue a hydro-electric project. Having a partner like a Conservation Authority which has the in-house capacity to perform environmental impact assessments was deemed important, as was creating a number of working demonstration projects in the area to attract risk-averse investors (both public and private) to hydroelectric RETs.

The NIMBY response is a favourite explanation for those who suggest people will oppose any new buildings or new technology close to their property. Relatively few survey respondents expressed the classic NIMBY response (11%). It was indicated most frequently with respect to wind turbines. The higher level of support expressed by lower income individuals is consistent with explanations from van der Horst (2007) and Brannstrom et al. (2011) who find depressed areas in economic decline are more likely to host wind-farms. The proportion of those disagreeing with a wind farm in the region (25%) is in line with the review of surveys carried out by Devine-Wright (2007) who suggest 20% opposition is common. Prior opinion surveys for eastern Ontario are rare. One was carried out for Ontario bird-watchers, a group that is highly sensitive to the impact of wind turbines on birds, and found 22% disagreed with wind energy (Cheskey & Zedan, 2010). Another measure of public response to wind farm development comes from

Hill et al. (2010) who document an increase from 20 to 45 in the number of local groups across Ontario joining the provincial anti-wind organization Wind Concerns Ontario between 2008 and 2010.

Results from both the focus group discussion and the survey suggest seasonal residents of the Eastern Ontario Highlands are a group that resists change to the environmental amenities that directly influence the enjoyment of their properties, specifically lakes and forests. Any development of RET in the region may face opposition from this group, particularly for hydro-electric power and possibly a wood pellet plant. This tension is characteristic of trends towards post-productivism in rural areas like the Eastern Ontario Highlands whereby tourism generates capital tied to idyllic rural representations of landscapes and less wealth is generated from “productive” use of the land such as forestry and mining (Bryant & Johnston, 1992; Ilbery & Bowler, 1998; Woods, 2003). It is a reality that planners should address especially considering the large numbers of seasonal and recreational properties in other rural regions of Ontario experiencing RET developments (e.g. Huron and Bruce Counties) and the strong likelihood of RET expansion elsewhere in North America. However, it would be inaccurate to portray all seasonal residents as anti-RET development. Many cottages are remote and off-grid due to lack of electricity lines; some cottage owners use solar, wind and geothermal power and contribute to an expanding knowledge base of alternative energy production in the EOH region and elsewhere. Further case studies focussed on the views of seasonal residents in rural regions in Ontario and elsewhere could contribute more detailed advice to rural planners.

Overall our findings suggest that residents in the Eastern Ontario Highlands generally hold a positive attitude towards all new RETs and that, at least with respect to solar installations, this positive attitude endures even after RET infrastructure is built. Our suggestion is that planners may be able to foster this attitude by engaging rural residents through participatory planning, through demonstration and with regular consultation of residents (including seasonal cottage owners) during project proposals. Residents are particularly enthusiastic when local resources are used in the development of non-conventional energy options.

## 6.0 Acknowledgements

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## Patricia Gray

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**From:** Faiella, Benjamin <Benjamin.Faiella@nexteraenergy.com>  
**Sent:** Friday, June 19, 2015 5:03 PM  
**To:** Patricia Gray  
**Cc:** Dudek, Derek  
**Subject:** RE: Proposed meeting on June 27th 2015

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

Thanks, Patricia!

Respectfully,

Ben Faiella  
Project Manager  
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**From:** Patricia Gray [<mailto:pgray@addingtonhighlands.ca>]  
**Sent:** Friday, June 19, 2015 5:02 PM  
**To:** Faiella, Benjamin  
**Subject:** RE: Proposed meeting on June 27th 2015

This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email.

Thanks, I have sent this to Council and hope to know Monday what they would like.  
I have also sent the link to our website.  
Have a good weekend,  
Patricia

**From:** Faiella, Benjamin [<mailto:Benjamin.Faiella@nexteraenergy.com>]  
**Sent:** Friday, June 19, 2015 4:06 PM  
**To:** Patricia Gray  
**Cc:** Dudek, Derek; Greenhouse, Ben; Bird, Joselen  
**Subject:** RE: Proposed meeting on June 27th 2015

Patricia,

To summarize our discussion on the phone, due to the long distance of the requesting cottage association from the project and having another open house shortly after, our initial feeling is that a Saturday meeting on June 27<sup>th</sup> is unnecessary. However, we are proposing the following to help accommodate the request:

- We will reschedule our July 17<sup>th</sup> (Friday) open house to the evening of July 18<sup>th</sup> (Saturday) to accommodate cottagers who travel on Fridays. We will also have a public meeting in Plevna on the morning of the 18<sup>th</sup> for both projects for anyone who is unable to make the evening meeting in Denbigh.
- All meeting materials for the July 18<sup>th</sup> meeting will be posted to our website no later than July 3<sup>rd</sup> so residents will have over two weeks to review the materials prior to the meeting.
- Our website has information on the project, which includes all of the materials from our last meeting. The links are below.
- If the cottage association is interested, they can contact us and we may be able to meet with them directly to answer their questions

Please pass this information on to Council for their consideration. If they feel strongly that another Saturday meeting is needed prior to our meeting on July 18<sup>th</sup>, please let me know.

Please let me know if you have any questions and I hope you have a great weekend!

Northpoint I: <http://www.nexteraenergycanada.com/projects/northpoint.shtml>

Northpoint II: <http://www.nexteraenergycanada.com/projects/northpoint2.shtml>

Respectfully,

Ben Faiella  
Project Manager  
Wind Development – Canada



700 Universe Blvd. FEW/JB  
Juno Beach, Florida 33408  
Office: (561) 304-5237  
Mobile: (561) 373-8136  
[benjamin.faiella@nexteraenergy.com](mailto:benjamin.faiella@nexteraenergy.com)

**From:** Patricia Gray [<mailto:pgray@addingtonhighlands.ca>]

**Sent:** Friday, June 19, 2015 2:42 PM

**To:** Faiella, Benjamin

**Subject:** Proposed meeting on June 27th 2015

This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email.

Hi Ben,

At the council meeting Monday night there was discussion of a proposed meeting between Nextera and the Lake Associations on Saturday, June 27<sup>th</sup>.

You had suggested to wait to hear back from you as to whether this date would work or not.

Have you had a chance to work on this, we will send notice to the associations advising of the date once determined.



Thanks and have a good weekend,

*Patricia Gray*

Planning & Development Administrative Assistant

Township of Addington Highlands

P.O.Box 89, 72 Edward Street

Flinton ON K0H 1P0

Tel. 613-336-2286, ext 202

Fax. 613-336-2847

## Patricia Gray

---

**From:** Patricia Gray <pgray@addingtonhighlands.ca>  
**Sent:** Friday, June 26, 2015 3:30 PM  
**To:** 'Faiella, Benjamin'  
**Subject:** RE: Agreement in Word Document

The notice for the special meeting says to discuss the project proposed by RES, however there will likely be other discussion on wind and if we have your info – we will include it as well.

**From:** Faiella, Benjamin [<mailto:Benjamin.Faiella@nexteraenergy.com>]  
**Sent:** Friday, June 26, 2015 3:20 PM  
**To:** Patricia Gray  
**Subject:** RE: Agreement in Word Document

Patricia,

What is the purpose of the meeting on June 30<sup>th</sup>?

Respectfully,

Ben Faiella  
Project Manager  
Wind Development – Canada



700 Universe Blvd. FEW/JB  
Juno Beach, Florida 33408  
Office: (561) 304-5237  
Mobile: (561) 373-8136  
[benjamin.faiella@nexteraenergy.com](mailto:benjamin.faiella@nexteraenergy.com)

**From:** Patricia Gray [<mailto:pgray@addingtonhighlands.ca>]  
**Sent:** Friday, June 26, 2015 3:20 PM  
**To:** Faiella, Benjamin  
**Subject:** RE: Agreement in Word Document

This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email.

Hi Ben,

There is a special meeting planned for Tuesday June 30, 15 in Denbigh at 9:00am; if we have your information , we will include it on the agenda.

I will let Christine know that you would like to be a delegation to Council on the 6<sup>th</sup>.

Thanks and have a good weekend,

Patricia

**From:** Faiella, Benjamin [<mailto:Benjamin.Faiella@nexteraenergy.com>]  
**Sent:** Thursday, June 25, 2015 6:34 PM  
**To:** Patricia Gray  
**Cc:** Dudek, Derek  
**Subject:** RE: Agreement in Word Document

Patricia,

Thank you very much! We worked on the finishing touches of our response today and hope to have something to you to tomorrow. Also, we would like to have a delegation to Council for your July 6<sup>th</sup> meeting in Denbigh.

Respectfully,

Ben Faiella  
Project Manager  
Wind Development – Canada



700 Universe Blvd. FEW/JB  
Juno Beach, Florida 33408  
Office: (561) 304-5237  
Mobile: (561) 373-8136  
[benjamin.faiella@nexteraenergy.com](mailto:benjamin.faiella@nexteraenergy.com)

**From:** Patricia Gray [<mailto:pgray@addingtonhighlands.ca>]  
**Sent:** Thursday, June 25, 2015 10:12 AM  
**To:** Faiella, Benjamin  
**Subject:** FW: Agreement in Word Document

This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email.

Hi Ben,  
Attached is the word doc.  
Thanks, Patricia

**From:** Christine Reed [<mailto:clerk@addingtonhighlands.ca>]  
**Sent:** Thursday, June 25, 2015 9:39 AM  
**To:** Patricia Gray  
**Subject:** Agreement in Word Document

Hi,  
I have attached the word document to be forwarded to NEXTerA.

Christine

## Patricia Gray

---

**From:** Patricia Gray <pgray@addingtonhighlands.ca>  
**Sent:** Friday, June 26, 2015 5:46 PM  
**To:** 'Faiella, Benjamin'  
**Subject:** RE: DRAFT Addington Highlands Response

No problem

**From:** Faiella, Benjamin [mailto:Benjamin.Faiella@nexteraenergy.com]  
**Sent:** Friday, June 26, 2015 5:41 PM  
**To:** Patricia Gray  
**Subject:** RE: DRAFT Addington Highlands Response

Just forward it and delete draft in the subject line if you don't mind. I'm working off of my phone now.

Sent from Outlook

---

**From:** Patricia Gray <pgray@addingtonhighlands.ca>  
**Sent:** Friday, June 26, 2015 5:39 PM  
**Subject:** RE: DRAFT Addington Highlands Response  
**To:** Faiella, Benjamin <benjamin.faiella@nexteraenergy.com>

This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email.

I am going to forward the info to Council now so they can review before the meeting.  
Do you want to resend with a corrected subject line so I can just forward the email?  
Thanks  
P

**From:** Faiella, Benjamin [mailto:Benjamin.Faiella@nexteraenergy.com]  
**Sent:** Friday, June 26, 2015 5:34 PM  
**To:** Patricia Gray  
**Subject:** RE: DRAFT Addington Highlands Response

Thanks, Patricia. And just to clarify, that wasn't our draft response. I just messed up the subject line.

Have a great weekend!

-Ben

Sent from Outlook

On Fri, Jun 26, 2015 at 2:32 PM -0700, "Patricia Gray" <pgray@addingtonhighlands.ca> wrote:

This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email.

Hi Ben,

We will include this with the agenda for June 30<sup>th</sup>.

The meeting was originally scheduled for the 29<sup>th</sup> at the last Council meeting but it has been rescheduled for the 30<sup>th</sup>.

Thanks, Patricia

**From:** Faiella, Benjamin [mailto:Benjamin.Faiella@nexteraenergy.com]

**Sent:** Friday, June 26, 2015 4:58 PM

**To:** clerk@addingtonhighlands.ca

**Cc:** pgray@addingtonhighlands.ca; Dudek, Derek; Greenhouse, Ben

**Subject:** FW: DRAFT Addington Highlands Response

**Importance:** High

Good Afternoon, Christine.

I'm pleased to present our response to your June 11<sup>th</sup> email containing Council's feedback to our proposal. Due to North Frontenac's unwillingness to continue negotiations regarding this windfarm, we will likely pursue the Addington Highlands only transmission line route. Because this route is significantly longer than the original route we planned through North Frontenac, we have made several changes to our proposal to improve the project economics, including adding additional turbines to the array we displayed at the last open house.

These additional turbines will also allow us to significantly improve our original offer and I think Council will be pleased with our proposal. We have attached the following items for Council's consideration:

- **Community Vibrancy Agreement.** We have included a clean copy of our proposed changes and another version that shows the changes from our original proposal that were made in response to Council's feedback.
- **Formal response to Addington Highlands.** This is a letter from Ben Greenhouse summarizing our proposed changes to the Community Vibrancy Agreement
- **Maps of new proposed turbine locations.** You will note that there are 27 new potential turbine locations, most of which are on Crown Land to the west and north of Denbigh and are depicted in yellow. The numbering scheme is for our internal tracking purposes and can be used to provide feedback on specific locations. As mentioned in our earlier meetings, the final number of turbines that will be constructed will depend on numerous variables, to include contract capacity, transmission availability, and the Renewable Energy Approval process.

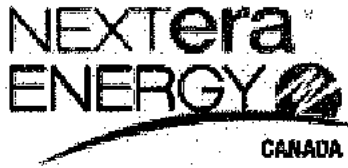
Please add this information to the June 29<sup>th</sup> Special Council meeting and include this email and the attached documents for Council's consideration. We will have a representative at the meeting to answer any questions Council may have. We also respectfully request a delegation to the July 6<sup>th</sup> Council meeting in Denbigh to discuss our offer and a vote from Council.

One final note, to allow our team additional time to prepare our bid documents, we plan to reschedule our July 18<sup>th</sup> Denbigh Open House to Saturday, August 8<sup>th</sup>.

Please let me know if you have any questions.

Respectfully,

Ben Faiella  
Project Manager  
Wind Development – Canada



700 Universe Blvd. FEW/JB  
Juno Beach, Florida 33408

Office: (561) 304-5237

Mobile: (561) 373-8136

[benjamin.faiella@nexteraenergy.com](mailto:benjamin.faiella@nexteraenergy.com)

**2015-06**

RES



## Christine Reed

---

**From:** Stephen Cookson <Stephen.Cookson@res-americas.com>  
**Sent:** June-14-15 3:53 PM  
**To:** Christine Reed  
**Subject:** RE: June 15th Council Meeting  
**Attachments:** Summary - Community Benefits and Development Agreement - Denbigh Windfarm - rev1 - 12june15.pdf  
  
**Categories:** Wind Project

Hi Christine,

Please find attached a Summary of the proposed Community Benefits and Development Agreement for the Denbigh project, as discussed.

Please distribute this to the councilors in advance of the meeting on Monday. I will be presenting the outline and content of the agreement during my delegation on Monday night.

The formal draft of the proposed agreement is just undergoing final legal review and I will have it sent to you by email on Monday. It is not essential that it makes it into the councilors package for the meeting, but I think it is a good idea to include a copy if you receive it in time (we're planning on sending it by around 2pm).

Please keep in mind that the proposal is a draft and that we are open to any comments or concerns that council may have. But it is fully in line with what we discussed so far and so I hope it meets the council's expectations.

Again, since I will be driving to Denbigh as of Monday morning, you should receive the draft agreement from one of my colleagues at the RES Canada office.

Please give me a call on my cell (number below) in case you have any questions or concerns. I should have cell signal until about 1pm.

Thanks and best regards,  
Stephen

**Stephen Cookson, Eng., ing.**  
**Director, Development**  
**Renewable Energy Systems Canada Inc.**  
300 Léo-Pariseau, Suite 2516, Montréal, Québec, H2X 4B3  
Tel: (514) 525-2113 ext. 226  
Fax: (514) 524-9669  
Cell: (514) 409-4816  
stephen.cookson@res-americas.com  
www.res-group.com

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---

**From:** Stephen Cookson  
**Sent:** June 12, 2015 3:02 PM  
**To:** 'Christine Reed'  
**Subject:** RE: June 15th Council Meeting

OK, thanks Christine.

I'll send you the summary as soon as possible and the agreement on Monday.

I think only the summary requires review before the meeting on Monday as I'll be presenting the rest of the agreement during the presentation and so the formal document is best ready after the presentation in any case.

Regards,  
Stephen

---

**From:** Christine Reed [<mailto:clerk@addingtonhighlands.ca>]  
**Sent:** June 12, 2015 2:53 PM  
**To:** Stephen Cookson  
**Subject:** RE: June 15th Council Meeting

Hi Stephen,

I will bring the projector and laptop up with me to Denbigh on Monday evening. The council agenda is circulated to the members on Thursday afternoons so it is already gone. I can always forward what you have to them electronically and then print them hard copies for Monday.

Christine

---

**From:** Stephen Cookson [<mailto:Stephen.Cookson@res-americas.com>]  
**Sent:** June-12-15 2:44 PM  
**To:** Christine Reed  
**Subject:** RE: June 15th Council Meeting

Hi Christine,

Yes – I plan on making another power-point presentation on Monday, if that is OK. Not essential but I think it would help explain the update and agreement proposal better.

Apologies that I haven't sent the formal agreement proposal yet. We are just waiting for legal review and this might not be complete before the end of the day. In this case I will send it to you on Monday and use the presentation as an opportunity to present it to council. In the interim, I'm working on a bullet-point summary which I can send and perhaps you can include in the council materials.

Regards,  
Stephen

---

**From:** Christine Reed [<mailto:clerk@addingtonhighlands.ca>]  
**Sent:** June 12, 2015 1:03 PM

**To:** Stephen Cookson  
**Subject:** RE: June 15th Council Meeting

Hi Stephen,

Were you planning on doing a visual presentation when you come to the Council meeting on the 15<sup>th</sup>? We meet in a community hall so I will have to bring any equipment required with me.

Christine

---

**From:** Stephen Cookson [<mailto:Stephen.Cookson@res-americas.com>]  
**Sent:** June-11-15 3:35 PM  
**To:** Christine Reed  
**Cc:** Patricia Gray ([pgray@addingtonhighlands.ca](mailto:pgray@addingtonhighlands.ca))  
**Subject:** RE: June 15th Council Meeting

Thanks Christine,

Yes, please include us on the agenda. I plan on presenting on the following:

- Update on project development
- Plan for public meeting on July 2
- Vibrancy fund proposal
- Request for Municipal Support Resolution (MSR)

I will be sending you a draft of the Vibrancy Fund Agreement later today or tomorrow, as well as a copy of the MSR that we hope for council to consider.

In the interim, please find attached:

- An example of our bursary flyer for the bursary program we put in place in the Township of Dorion for the Greenwich project
- An Economic impact report that was done by the Minister of Natural Resources on the Greenwich project.

The economic impact report details the positive economic impacts that the project had in the area and region around this Crown land project. Like the Denbigh project, the Greenwich project was mostly on public lands but had some private lands involved and was in proximity to the town of Dorion. I think it would be of interest to the councilors as the debate the potential benefits of the project and so hope you or Patricia can distribute if you deem appropriate.

Thanks and best regards,  
Stephen

---

**From:** Christine Reed [<mailto:clerk@addingtonhighlands.ca>]  
**Sent:** June 11, 2015 9:52 AM  
**To:** Stephen Cookson  
**Subject:** June 15th Council Meeting

Hi Stephen,

I am just confirming that I am still putting you on the agenda as a delegation for the June 15<sup>th</sup> meeting in Denbigh at 7pm.

*Christine Reed*

Clerk-Treasurer  
Township of Addington Highlands  
P.O. Box 89  
Flinton, ON K0H 1P0  
(T) 613-336-2286  
(F) 613-336-2847



**Presented to the Township of Addington Highlands**

**Summary – Proposed Community Benefits and Development Agreement**

**For the Denbigh Windfarm Project by RES Canada**

The following is a summary of the main elements of the Community Benefits and Development Agreement, proposed by RES Canada to the Township of Addington Highlands, with regards to the Denbigh Windfarm Project.

**Whereas:**

- RES Canada intends to bid into the Large Renewable Procurement (LRP) process and for the supply of electricity from a commercial wind energy project located on lands within the Municipality
- The project is expected to have an rated nameplate capacity of between 100MW and 170MW and include transmission facilities and access roads
- RES Canada wishes to offer additional commitments and benefits to the Township or Addington Highlands and is prepared to guarantee these in a formal agreement in advance of its bid into the LRP tender
- RES Canada hopes that as part of the Township's evaluation of the project development, that the Township considers this proposal, as well as all the other information provide regarding the project, and all of its potential impacts and benefits, in deciding whether to offer any preliminary support to RES Canada for the development of the project

**Commitments:**

- Annual Community Benefit Fund contribution from the project of \$2,000/MW installed in the Township. For a 150MW project, this represents \$300,000 CAD/year. Funding to start at COD (commencement of deliveries) and continue for the life of the project. Fund to be managed as ultimately decided by the Township council but RES suggests management by a committee that utilizes it for economic development initiatives, land stewardship initiatives, township recreational facilities, community-related activities, and other priorities of the Township and its community.
- Bursary Program – Five (5) \$5,000 bursaries for citizens of the Township who would like to enter into training or educational programs that could be applied to the construction or operation of a wind energy facility. Program managed by RES Canada; first-come, first-serve basis; 50% of bursary awarded with proof of registration, 50% awarded with proof of completion.
- Commitment to enter into a Road User Agreement with the Township that guarantees responsible and reliable use and maintenance of roads in the Township. Commitment to improving or maintaining current standards of roads and bridges used for the project.
- Commitment to enter any required easement agreements with the Township for ROW use requirements of the project, including a generous easement payment offer based on 1.5x the commercial value of the land.

- Initial funding to the Township, during the development and construction phase of the project, to cover any additional administration or civil works planning requirements. An annual amount of \$30,000 for each full year of development and construction (likely 3 years minimum)
- Commitment to hire local labour and companies where possible and qualified for the construction and operation of the project. This includes a commitment to posting all potential construction contracting opportunities issued by RES Canada in the Township office or via its preferred economic development communication media.
- Commitment to pay all annual taxes based on the current assessment and the Township's industrial tax rate. Any non-regular increase in the tax rate (beyond regular, imposed increases) would be paid but equivalent amount would be removed from annual funding. The intention is to pay regular taxes (and increases) but have an agreed upon base starting rate with the Township.
- Commitment to pay any construction permit fees, specifically those for the installation of the project infrastructure (perhaps not yet defined), but as defined on an agreed upon date.
- Commitment to continue robust consultation with the Township on all matters respecting the project and provide ongoing information about the development and design of the project.

Expectations:

- Cooperation from the Township in addressing information requests and applications, including expeditious processing of permit requests. However, no expectation that would fetter the Township's legislative discretion.
- Agreement to provide initial, preliminary support to the project in the form of a Municipal Support Resolution (MSR) for the LRP tender. A copy of the form of the MSR has been provided to the Township.
- Agreement to enter into a Road User Agreement that would allow for the use of certain municipal roads in a fair and mutually beneficial way.
- Agreement to enter into a general Easement Agreement that would allow for the use of certain municipal rights of way in exchange for above market easement payments to the Township
- Commitment to continue valuable information sharing and feedback to ensure that the project is well developed and all local concerns are addressed before providing final positive input into the REA process.

The formal draft agreement has been provided to the Township for consideration. RES Canada welcomes comments and suggested improvements to the content and form of the agreement. RES Canada would like the township to consider the proposal official and binding, and hopes that it can be finalized in advance of the LRP bid submission date and as required to enable the Township's consideration and execution of a MSR in preliminary support of the project.



## Christine Reed

---

**From:** Stephen Cookson <Stephen.Cookson@res-americas.com>  
**Sent:** June-15-15 10:10 AM  
**To:** Christine Reed; Patricia Gray (pgray@addingtonhighlands.ca)  
**Cc:** Michele Beauchamp  
**Subject:** RE: June 15th Council Meeting  
**Attachments:** Prescribed-Form-Municipal-Agreement - Denbigh Wind Project - rev1 - 15june15.docx; Prescribed-Form-Municipal-Meeting-Confirmation - Denbigh Wind Project - rev1 - 15june15.docx; Prescribed-Template-Municipal-Council-Support-Resolution - Denbigh Wind Project - rev1 - 15june15.docx; Summary - Community Benefits and Development Agreement - Denbigh Windfarm - rev1 - 12june15.docx

**Categories:** Wind Project

Christine,

Hope you had a nice weekend.

In addition to the Summary of the proposed agreement that I sent below (attached here again for Patricia's benefit), please find attached the proposed forms from the LRP process that we would need the Township to execute if it was to provide support and we were to enter into the Community Benefits Agreement.

I thought it was appropriate to include these in our submission for the councilors to see exactly what was being requested. They are standard forms being used by all proponents and I've just added our project information into the forms. There is one for the confirming the Municipal Support Resolution, one for confirming the Municipal Agreement, and one for confirming that we've had a Municipal meeting (like the one we are doing tonight).

Please include these in the printed package tonight if possible. If not, no problem. We will be sending final versions a little later in the process.

As planned, my colleague Michele, in copy here, will be sending you and Patricia the formal agreement document a bit later today.

Thanks again,  
Stephen

---

**From:** Stephen Cookson  
**Sent:** June 14, 2015 3:53 PM  
**To:** 'Christine Reed'  
**Subject:** RE: June 15th Council Meeting

Hi Christine,

Please find attached a Summary of the proposed Community Benefits and Development Agreement for the Denbigh project, as discussed.

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The formal draft of the proposed agreement is just undergoing final legal review and I will have it sent to you by email on Monday. It is not essential that it makes it into the councilors package for the meeting, but I think it is a good idea to include a copy if you receive it in time (we're planning on sending it by around 2pm).

Please keep in mind that the proposal is a draft and that we are open to any comments or concerns that council may have. But it is fully in line with what we discussed so far and so I hope it meets the council's expectations.

Again, since I will be driving to Denbigh as of Monday morning, you should receive the draft agreement from one of my colleagues at the RES Canada office.

Please give me a call on my cell (number below) in case you have any questions or concerns. I should have cell signal until about 1pm.

Thanks and best regards,  
Stephen

**Stephen Cookson, Eng., ing.**  
**Director, Development**  
**Renewable Energy Systems Canada Inc.**  
300 Léo-Pariseau, Suite 2516, Montréal, Québec, H2X 4B3  
Tel: (514) 525-2113 ext. 226  
Fax: (514) 524-9669  
Cell: (514) 409-4816  
[stephen.cookson@res-americas.com](mailto:stephen.cookson@res-americas.com)  
[www.res-group.com](http://www.res-group.com)

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**To:** Christine Reed  
**Cc:** Patricia Gray ([pgray@addingtonhighlands.ca](mailto:pgray@addingtonhighlands.ca))  
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Thanks Christine,

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- Update on project development
- Plan for public meeting on July 2



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- Request for Municipal Support Resolution (MSR)

I will be sending you a draft of the Vibrancy Fund Agreement later today or tomorrow, as well as a copy of the MSR that we hope for council to consider.

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**Subject:** June 15th Council Meeting

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*Christine Reed*

Clerk-Treasurer  
Township of Addington Highlands  
P.O. Box 89  
Flinton, ON K0H 1P0  
(T) 613-336-2286  
(F) 613-336-2847



## Instructions for the Prescribed Template – Municipal Council Support Resolution

Page i of i

Mar 2015

IESORP/f-LRPIRFP-013r2

This page sets out the instructions for completing the Prescribed Template – Municipal Council Support Resolution.

All capitalized terms used in these instructions and the Prescribed Template – Municipal Council Support Resolution, unless otherwise stated, have the meanings ascribed to them in the LRP I RFP.

### INFORMATION FOR THE SIGNING PARTIES:

- a. The purpose of this Prescribed Template is to provide a template for a Local Municipality to provide support for a Large Renewable Project and/or proposed Connection Line which is proposed to be located in the Local Municipality. The support will be shown in the form of a resolution and which may be used for the purposes of awarding Rated Criteria points under the LRP I RFP.

### INSTRUCTIONS APPLICABLE TO THE PRESCRIBED TEMPLATE – MUNICIPAL COUNCIL SUPPORT RESOLUTION:

- b. This instruction page is not required to be submitted with the Proposal.
- c. Information provided in each Prescribed Template must be consistent with the information provided in the Proposal.
- d. Where the Municipal Council Support Resolution has multiple pages, the pages of the Municipal Council Support Resolution should be kept together in the Proposal in sequential order.
- e. Words in between square brackets (i.e. “[” and “]”) are immaterial to the intent of the Prescribed Template and may be modified to follow standard procedure of the issuing body. Wording not contained within square brackets must not be changed for the Proposal to be awarded Rated Criteria points.
- f. The entirety of the Prescribed Template (all blanks) must be completed in order for the Proposal to be awarded Rated Criteria points, and the Prescribed Templates must be signed to be considered complete.
- g. With the exception of this instruction page, instructions within a Prescribed Template will be enclosed in brackets.
- h. An original ink signature must be provided on the Prescribed Template – Municipal Council Support Resolution included with the hard copy Proposal marked "Original Copy". For clarity, other than the Original Copy, any additional hard copies of this Prescribed Template must be signed but need not be originals (photocopies may be provided as well).
- i. The Local Municipality has the option of drafting the Prescribed Template – Municipal Council Support Resolution on the council letterhead. The language of the Municipal Council Support Resolution must be the same as shown in the Prescribed Template – Municipal Council Support Resolution in order for the Proposal to obtain Rated Criteria points. The IESO will not award Rated Criteria points if the resolution includes additional conditions or delegation of authority to staff for additional approvals.

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**Prescribed Template – Municipal Council Support Resolution**

Page 1 of 2

Mar 2015

IESORP/f-LRPIRFP-013r2

Capitalized terms not defined herein have the meaning ascribed to them in the LRP I RFP.

Resolution NO: \_\_\_\_\_ Date: \_\_\_\_\_

**[WHEREAS]:**

1. The Registered Proponent is proposing to develop, construct and operate a Large Renewable Project, with the characteristics outlined in the table below, under the LRP I RFP.

Name of the Large Renewable Project:	<u>Denbigh Wind Project</u>
Registered Proponent:	<u>Denbigh Wind LP</u>
Renewable Fuel of the Large Renewable Project:	<u>On-Shore Wind</u>
Contract Capacity of the Large Renewable Project <MW>:	<u>TBD</u>
Description of the Properties within the geographic bounds of the Local Municipality on which the Site and/or Connection Line is located <PIN(s) (if a PIN is not available, use legal description), Grid Cell(s) and/or Waterpower Site Number>:	<u>To be finalized – as per the Notice and final project boundary</u>

2. The Registered Proponent acknowledges that the Large Renewable Project and/or proposed Connection Line, either in whole or in part is to be located on lands under the jurisdiction of the Township of Addington Highlands;
3. The Registered Proponent has requested that the council of the Township of Addington Highlands indicate by resolution their support for the Large Renewable Project and/or proposed Connection Line on the Lands;
4. Pursuant to the LRP I RFP, Proposals that receive the formal support of the local jurisdictional authorities of all the Project Communities in which the Large Renewable Project and proposed Connection Line are being located in the form of a support resolution will be awarded Rated Criteria points for the purpose of ranking the Proposal in relation to other Proposals for a contract under the LRP I RFP; and

**[NOW THEREFORE BE IT RESOLVED THAT]:**

5. The council of the Township of Addington Highlands supports the development, construction and operation of the Large Renewable Project and/or proposed Connection Line on the Lands.
6. This resolution's sole purpose is to enable the Registered Proponent to receive Rated Criteria points under LRP I RFP and may not be used for the purpose of any other form of approval in relation to the Proposal or Large Renewable Project and/or proposed Connection Line or for any other purpose. Rated Criteria points will be used to rank the Registered Proponent's Proposal in relation to other Proposals received by the IESO under the LRP I RFP.

**Prescribed Template – Municipal Council Support Resolution**

Page 2 of 2

Mar 2015

IESORP/f-LRPIRFP-013r2

7. Though this resolution may impact the rank of the Registered Proponent's Proposal in relation to other Proposals received by the IESO, it does not guarantee a contract will be offered to the Registered Proponent under the LRP I RFP.

**[DULY RESOLVED BY THE LOCAL MUNICIPALITY]**

on the \_\_ day of \_\_\_\_\_, 20\_\_

1.	Name:	Title:
	Signature:	
2.	Name:	Title:
	Signature:	
3.	Name:	Title:
	Signature:	
4.	Name:	Title:
	Signature:	
5.	Name:	Title:
	Signature:	

<Signature lines for elected representatives. At least one signature is required.>



## Instructions for the Prescribed Form – Municipal Meeting Confirmation

Page i of i

Mar 2015

IESORP/f-LRPIRFP-011r2

This page sets out the instructions for completing the Prescribed Form – Municipal Meeting Confirmation.

All capitalized terms used in these instructions and the Prescribed Form – Municipal Meeting Confirmation, unless otherwise stated, have the meanings ascribed to them in the LRP I RFP.

### INFORMATION FOR THE SIGNING PARTIES:

- a. The purpose of this Prescribed Form is to confirm a meeting has been held between the Registered Proponent and representatives of the Local Municipality to discuss the Large Renewable Project and/or proposed Connection Line described below. This Prescribed Form is used to satisfy requirements in the LRP I RFP and does not constitute an agreement, approval or contract.

### INSTRUCTIONS APPLICABLE TO ALL PRESCRIBED FORMS:

- b. The first page of a Prescribed Form must be marked with the name of the Large Renewable Project that is the subject of the Proposal. The Registered Proponent should use the name given to the Large Renewable Project in the Prescribed Form – Registration Form.
- c. This instruction page is not required to be submitted with the Proposal.
- d. Information provided in each Prescribed Form should be consistent with the information provided in the Proposal.
- e. Where the Prescribed Form has multiple pages, the pages of the Prescribed Form should be kept together in the Proposal in sequential order.
- f. Where a blank field for a section/page reference is provided in a Prescribed Form, enter the section/page reference of the Proposal where the substantiating evidence for that particular item can be found.
- g. Apart from the completion of any blanks, drop down lists, check boxes or similar uncompleted information in a Prescribed Form, no amendments may be made to the wording of a Prescribed Form.
- h. Each Prescribed Form must be completed in its entirety. Fields marked <if applicable> must be completed if applicable to the Proposal. If not applicable, they should be marked "not applicable".
- i. If the signature of the Registered Proponent is required for a Prescribed Form, the Prescribed Form must be signed by a person with authority to bind the Registered Proponent.
- j. With the exception of this instruction page, instructions within a Prescribed Form will be enclosed in brackets.

### INSTRUCTIONS SPECIFIC TO THE PRESCRIBED FORM – MUNICIPAL MEETING CONFIRMATION:

- k. An original ink signature must be provided on the Prescribed Form – Municipal Meeting Confirmation included with the hard copy Proposal marked "Original Copy". For clarity, other than the Original Copy, any additional hard copies of this Prescribed Form must be signed but need not be originals (photocopies may be provided as well).

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**Prescribed Form – Municipal Meeting Confirmation**

Page 1 of 3

Mar 2015

IESORP/f-LRPIRFP-011r2

Name of the Large Renewable Project:	<u>Denbigh Wind Project</u>
Registered Proponent:	<u>Denbigh Wind LP</u>
Renewable Fuel of the Large Renewable Project:	<u>On-Shore Wind</u>
Contract Capacity of the Large Renewable Project <MW>:	<u>TBD</u>

Capitalized terms not defined herein have the meanings ascribed to them in the LRP I RFP.

The Local Municipality confirms to the IESO the following:

1. I am the/an <insert title or position held with the Local Municipality> of the Township of Addington Highlands (the “**Local Municipality**”) and have the delegated authority to provide this confirmation on behalf of the Local Municipality and without personal liability.
2. The Registered Proponent has advised the Local Municipality that it proposes to develop, construct and operate a Large Renewable Project and/or proposed Connection Line, with the characteristics outlined in the table above, under the LRP I RFP.
3. On the \_\_ day of \_\_\_\_, 20 \_\_, at <insert location of meeting>, the Registered Proponent held a meeting with representatives of the Local Municipality to discuss the particulars of the Large Renewable Project and/or proposed Connection Line (the “**Meeting**”).
4. Representatives of the Local Municipality that attended the Meeting are listed in Exhibit A.

Local Municipality: <u>&lt;insert legal name of the Local Municipality&gt;</u>
Signature:
Name:
Title:
I have the authority to sign on behalf of the Local Municipality.
Dated this __ day of ____, 20 __



**Prescribed Form – Municipal Meeting Confirmation**

Page 2 of 3

Mar 2015

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The Registered Proponent acknowledges that this confirmation:

1. is not an approval by the Local Municipality of the proposed Large Renewable Project and/or Connection Line;
2. is not a promise by the Local Municipality to host the proposed Large Renewable Project and/or Connection Line;
3. is not a contract and cannot be relied upon by the Registered Proponent, IESO or any third party as containing any promises by the Local Municipality; and
4. is only for the purpose of the Registered Proponent satisfying section 3.2.5(b) of the LRP I RFP and for no other purpose.

Registered Proponent: <u>Denbigh Wind LP</u>
Signature:
Name:
Title:
I have the authority to bind the Registered Proponent.
Dated this __ day of _____, 20__



## Instructions for the Prescribed Form – Municipal Agreement

Page i of i

Mar 2015

IESORP/f-LRPIRFP-015r2

This page sets out the instructions for completing the Prescribed Form – Municipal Agreement.

All capitalized terms used in these instructions and the Prescribed Form – Municipal Agreement, unless otherwise stated, have the meanings ascribed to them in the LRP I RFP.

### INFORMATION FOR THE SIGNING PARTIES:

- a. The purpose of this Prescribed Form is to confirm that a binding agreement was reached between the Local Municipality and the Registered Proponent pertaining to the Large Renewable Project. The terms of the agreement are not required to be disclosed in this document. The agreement may be used for the purposes of awarding Rated Criteria points under the LRP I RFP.

### INSTRUCTIONS APPLICABLE TO ALL PRESCRIBED FORMS:

- b. The first page of a Prescribed Form must be marked with the name of the Large Renewable Project that is the subject of the Proposal. The Registered Proponent should use the name given to the Large Renewable Project in the Prescribed Form-Registration Form.
- c. This instruction page is not required to be submitted with the Proposal.
- d. Information provided in each Prescribed Form should be consistent with the information provided in the Proposal.
- e. Where the Prescribed Form has multiple pages, the pages of the Prescribed Form should be kept together in the Proposal in sequential order.
- f. Where a blank field for a section/page reference is provided in a Prescribed Form, enter the section/page reference of the Proposal where the substantiating evidence for that particular item can be found.
- g. Apart from the completion of any blanks, drop down lists, check boxes or similar uncompleted information in a Prescribed Form, no amendments may be made to the wording of a Prescribed Form.
- h. Each Prescribed Form must be completed in its entirety. Fields marked <if applicable> must be completed if applicable to the Proposal. If not applicable, they should be marked "not applicable".
- i. If the signature of the Registered Proponent is required for a Prescribed Form, the Prescribed Form must be signed by a person with authority to bind the Registered Proponent.
- j. With the exception of this instruction page, instructions within a Prescribed Form will be enclosed in brackets.

### INSTRUCTIONS SPECIFIC TO THE PRESCRIBED FORM – MUNICIPAL AGREEMENT:

- k. An original ink signature must be provided on the Prescribed Form – Municipal Agreement included with the hard copy Proposal marked "Original Copy". For clarity, other than the Original Copy, any additional hard copies of this Prescribed Form must be signed but need not be originals (photocopies may be provided as well).

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**Prescribed Form – Municipal Agreement**

Name of the Large Renewable Project	<u>Denbigh Wind Project</u>
Renewable Fuel of the Large Renewable Project:	<u>On-Shore Wind</u>
Contract Capacity of the Large Renewable Project <MW>:	<u>TBD</u>

All capitalized terms not defined herein have the meanings ascribed to them in the LRP I RFP;

**WHEREAS** the Registered Proponent intends to submit a Proposal for a Large Renewable Project under the LRP I RFP;

**NOW THEREFORE:**

1. The Registered Proponent acknowledges that it is proposing to develop, construct and operate a Large Renewable Project, with the characteristics outlined in the table above, under the LRP I RFP.
2. The Local Municipality of the Township of Addington Highlands acknowledges that it has entered into a binding agreement with the Registered Proponent in respect of the Large Renewable Project effective on the \_\_ day of \_\_\_\_, 20\_\_.
3. The Registered Proponent and the Local Municipality acknowledge that the binding agreement may be conditional only on the Registered Proponent being awarded an LRP I Contract for the Large Renewable Project.
4. The Registered Proponent and the Local Municipality acknowledge that the Registered Proponent's Proposal may be awarded Rated Criteria points by the IESO under the LRP I RFP where the Registered Proponent and every Project Community completes this Prescribed Form.
5. The Registered Proponent acknowledges that the binding agreement may not be used for the purpose of any other form of approval in relation to the Proposal or the Large Renewable Project or for any other purpose.

Registered Proponent: <u>Denbigh Wind LP</u>	Local Municipality: <u>&lt;insert legal name of the Local Municipality&gt;</u>
Signature:	Signature:
Name:	Name:
Title:	Title:
I have the authority to bind the Registered Proponent.	I have the authority to bind the Local Municipality.
Dated this __ day of ____, 20__	Dated this __ day of ____, 20__

**Presented to the Township of Addington Highlands**

**Summary – Proposed Community Benefits and Development Agreement**

**For the Denbigh Windfarm Project by RES Canada**

The following is a summary of the main elements of the Community Benefits and Development Agreement, proposed by RES Canada to the Township of Addington Highlands, with regards to the Denbigh Windfarm Project.

**Whereas:**

- RES Canada intends to bid into the Large Renewable Procurement (LRP) process and for the supply of electricity from a commercial wind energy project located on lands within the Municipality
- The project is expected to have an rated nameplate capacity of between 100MW and 170MW and include transmission facilities and access roads
- RES Canada wishes to offer additional commitments and benefits to the Township or Addington Highlands and is prepared to guarantee these in a formal agreement in advance of its bid into the LRP tender
- RES Canada hopes that as part of the Township's evaluation of the project development, that the Township considers this proposal, as well as all the other information provide regarding the project, and all of its potential impacts and benefits, in deciding whether to offer any preliminary support to RES Canada for the development of the project

**Commitments:**

- Annual Community Benefit Fund contribution from the project of \$2,000/MW installed in the Township. For a 150MW project, this represents \$300,000 CAD/year. Funding to start at COD (commencement of deliveries) and continue for the life of the project. Fund to be managed as ultimately decided by the Township council but RES suggests management by a committee that utilizes it for economic development initiatives, land stewardship initiatives, township recreational facilities, community-related activities, and other priorities of the Township and its community.
- Bursary Program – Five (5) \$5,000 bursaries for citizens of the Township who would like to enter into training or educational programs that could be applied to the construction or operation of a wind energy facility. Program managed by RES Canada; first-come, first-serve basis; 50% of bursary awarded with proof of registration, 50% awarded with proof of completion.
- Commitment to enter into a Road User Agreement with the Township that guarantees responsible and reliable use and maintenance of roads in the Township. Commitment to improving or maintaining current standards of roads and bridges used for the project.
- Commitment to enter any required easement agreements with the Township for ROW use requirements of the project, including a generous easement payment offer based on 1.5x the commercial value of the land.

- Initial voluntary contribution to the Township, during the development and construction phase of the project, for general assistance given by the Township regarding any administration or civil works planning requirements. An annual amount of \$30,000 for each full year of development and construction (likely 3 years minimum).
- Commitment to hire local labor and companies where possible and qualified for the construction and operation of the project. This includes a commitment to posting all potential construction contracting opportunities issued by RES Canada in the Township office or via its preferred economic development communication media.
- Commitment to pay all annual taxes based on the current assessment and the Township's industrial tax rate. Any non-regular increase in the tax rate (beyond regular, imposed increases) would be paid but equivalent amount would be removed from annual funding. The intention is to pay regular taxes (and increases) but have an agreed upon base starting rate with the Township.
- Commitment to pay any construction permit fees, specifically those for the installation of the project infrastructure (perhaps not yet defined), but as defined on an agreed upon date.
- Commitment to continue robust consultation with the Township on all matters respecting the project and provide ongoing information about the development and design of the project.

Expectations:

- Cooperation from the Township in addressing information requests and applications, including expeditious processing of permit requests. However, no expectation that would fetter the Township's legislative discretion.
- Agreement to provide initial, preliminary support to the project in the form of a Municipal Support Resolution (MSR) for the LRP tender. A copy of the form of the MSR has been provided to the Township.
- Agreement to enter into a Road User Agreement that would allow for the use of certain municipal roads in a fair and mutually beneficial way.
- Agreement to enter into a general Easement Agreement that would allow for the use of certain municipal rights of way in exchange for above market easement payments to the Township
- Commitment to continue valuable information sharing and feedback to ensure that the project is well developed and all local concerns are addressed before providing final positive input into the REA process.

The formal draft agreement has been provided to the Township for consideration. RES Canada welcomes comments and suggested improvements to the content and form of the agreement. RES Canada would like the township to consider the proposal official and binding, and hopes that it can be finalized in advance of the LRP bid submission date and as required to enable the Township's consideration and execution of a MSR in preliminary support of the project.

## Christine Reed

---

**From:** Stephen Cookson <Stephen.Cookson@res-americas.com>  
**Sent:** June-16-15 9:49 AM  
**To:** Christine Reed; Patricia Gray (pgray@addingtonhighlands.ca)  
**Cc:** Don McKinnon (dpmckinnon@dillon.ca)  
**Subject:** Presentation  
**Attachments:** Addington Highlands Municipal Presentation #2 - 15june15 - rev2 - SUBMITTED.pdf  
**Categories:** Wind Project

Christine, Patricia,

Please find attached a copy of the presentation that I gave last night and feel free to upload to the Township website.

Thanks for your support in coordinating our submissions. Please let me know if you have any questions or concerns with the materials we provided.

Best regards,  
Stephen

**Stephen Cookson**  
**Director - Desarrollo**  
**RES Chile SpA**

Andres Bello 2115, Oficina 1001, piso 10, Providencia, Santiago, Chile  
Tel: +1 (514) 525-2113 x226  
Cell: +1 (514) 409-4816  
Chile Cell: +56 (9) 5207-3060  
[stephen.cookson@res-americas.com](mailto:stephen.cookson@res-americas.com)  
[www.res-americas.com/en/about-us/res-chile.aspx](http://www.res-americas.com/en/about-us/res-chile.aspx)

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## Christine Reed

---

**From:** Stephen Cookson <Stephen.Cookson@res-americas.com>  
**Sent:** June-23-15 4:32 PM  
**To:** Christine Reed  
**Subject:** RE: Meeting on the 30th of June

Thanks Christine – we appreciate the flexibility.

I will be accompanied by Peter Clibbon, Senior Vice President of Development and general manager for RES Canada.

Please let me know if you or Patricia or the councilors have any questions or comments on the proposed Community Benefits and Development Agreement in advance of the meeting.

I will be in touch tomorrow to give you a brief update on our planning for the public meeting.

Best regards,  
Stephen

---

**From:** Christine Reed [<mailto:clerk@addingtonhighlands.ca>]  
**Sent:** June 23, 2015 4:17 PM  
**To:** Stephen Cookson  
**Subject:** Meeting on the 30th of June

Hi Stephen,

Please be advised that I have heard back from all the Councillors and moving the meeting date to Tuesday June 30<sup>th</sup> works for them. The location and time will remain the same – 9 am at the Denbigh Hall.

Christine

## Christine Reed

---

**From:** Stephen Cookson <Stephen.Cookson@res-americas.com>  
**Sent:** June-29-15 11:52 AM  
**To:** Christine Reed  
**Cc:** Patricia Gray (pgray@addingtonhighlands.ca)  
**Subject:** RE: Meeting on the 30th of June  
**Attachments:** RES Canada Letter to Citizens of Addington Highlands - Denbigh Project - FINAL (executed).pdf

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**Categories:** Wind Project

Christine, Patricia,

We look forward to our meeting with council tomorrow morning at 9am in Denbigh. I will bring several copies of the proposed Community Benefits Agreement and summary.

In the interim, we wanted to make you and council aware of an open letter that we have sent to all of the mailboxes in the Township, in an effort to reach out to the population directly and provide some more information about the project and our proposal to council. Please find a copy of this letter attached and distribute it to the councilors today if possible. It should be arriving at all Township addresses by mid-week, this week.

Please let us know if you need any more information in advance of our meeting tomorrow or the public meeting on Thursday.

Thanks,  
Stephen

---

**From:** Stephen Cookson  
**Sent:** June 23, 2015 4:32 PM  
**To:** 'Christine Reed'  
**Subject:** RE: Meeting on the 30th of June

Thanks Christine – we appreciate the flexibility.

I will be accompanied by Peter Clibbon, Senior Vice President of Development and general manager for RES Canada.

Please let me know if you or Patricia or the councilors have any questions or comments on the proposed Community Benefits and Development Agreement in advance of the meeting.

I will be in touch tomorrow to give you a brief update on our planning for the public meeting.

Best regards,  
Stephen

---

**From:** Christine Reed [<mailto:clerk@addingtonhighlands.ca>]  
**Sent:** June 23, 2015 4:17 PM

**To:** Stephen Cookson

**Subject:** Meeting on the 30th of June

Hi Stephen,

Please be advised that I have heard back from all the Councillors and moving the meeting date to Tuesday June 30<sup>th</sup> works for them. The location and time will remain the same – 9 am at the Denbigh Hall.

Christine





**Renewable Energy Systems Canada Inc.**

300 Léo-Pariseau, Suite 2516

Montréal, Québec

H2X 4B3 Canada

Phone: 514 525 2113

Fax: 514 524 9669

Email: [infoCanada@res-americas.com](mailto:infoCanada@res-americas.com)

Web: [www.res-americas.com](http://www.res-americas.com)

June 26, 2015

**Re: Denbigh Wind Farm Project**

Dear Citizen of Addington Highlands,

You are receiving this letter today because you have a civic address in the Township of Addington Highlands, the municipality where we have proposed the Denbigh Wind Farm project. We are writing to provide you some additional information about the project and our proposal to the township. We hope that this information is helpful within the context of a healthy and transparent debate on the merits of the project, and the opportunity it represents for the local community.

You might have already heard about the project. We have made several presentations to your township council and have been active in the community over the last few months. Basic information about the project, including previous public notices, maps, and background information, are available on the project website at [www.denbighwind.com](http://www.denbighwind.com).

There has been a lot of discussion about the potential impacts from the project and we've done our best to try and provide information about these, at this early stage of development. We believe it is important for the community to understand the project well and we are committed to continuing discussions in an open and constructive way.

Fundamentally, renewable energy from projects such as the Denbigh Wind Farm has allowed Ontario to shut down the coal power plants that once polluted the lakes and air quality of Ontario and the Madawaska highlands. Locally, we believe that the impacts from the Denbigh project will be limited, and at the same time, that our proposal represents an attractive economic development opportunity for the township.

We believe that these types of developments need to be evaluated as a balance between impacts and benefits, and that the potential benefits for the township outweigh the potential impacts in this case. In addition to the overall positive economic impacts related to a project of this size (jobs, use of local services, spin-off investment), RES Canada is offering the following benefits to the township, which could be guaranteed through a formal Community Benefits Agreement that we have presented to your township council:

- A voluntary annual contribution to a Community Benefits Fund of \$2,000/MW (megawatt) installed in the township; for a 150MW project, this would represent \$300,000/year for 20 years, totaling \$6,000,000 (million) in payments to Addington Highlands over the lifetime of the project. This fund could be used to pay for township initiatives such as land stewardship, economic development, recreational facilities (arenas, ballparks), education facilities (libraries, internet access), expanding school and public transportation, improving municipal infrastructure (roads, bridges) and services (fire, ambulance), or any other priorities of the township and local communities;





Renewable Energy Systems Canada Inc.

300 Léo-Pariseau, Suite 2516

Montréal, Québec

H2X 4B3 Canada

Phone: 514 525 2113

Fax: 514 524 9669

Email: [infoCanada@res-americas.com](mailto:infoCanada@res-americas.com)

Web: [www.res-americas.com](http://www.res-americas.com)

- Maintaining the annual tax contribution from the project to the Township, which is currently estimated at over \$3,000,000 (million) over the lifetime of the project;
- A \$25,000 educational and training bursary program which would provide scholarships to citizens of the township to take courses related to the construction or operation of the wind farm so that they are prepared to take advantage of the job opportunities available;
- A commitment to use regional companies and local labor for the construction and operation of the windfarm

In addition to these benefits, we would commit to continuing the valuable work we are doing within the township to ensure that the project is designed and implemented in a sensitive manner, minimizing impacts where possible. We are committed to establishing adequate setbacks for all project infrastructure; particularly, to using minimum distances between wind turbines and residences or cottages that exceed the provincial requirements. We are also planning on using the latest available technology to reduce any light pollution caused by nighttime obstruction lighting on the turbines and preserving the dark skies that are valued by many in the township.

Even though we are proposing to use uninhabited Crown lands for the most part, we understand that these lands are used by some members of the community and have some sensitive natural features. We will continue to work hard to avoid these features and, through careful design and consultation, minimize impact on the current use and enjoyment of the territory.

Should our project be awarded a contract in the upcoming provincial tender, there will be a long and robust environmental assessment and consultation process, where the township, local stakeholders, and citizens will have a chance to study, comment, and ultimately help decide if this project should go forward.

For the time being, we are asking you to consider the potential opportunity that the project represents – jobs, funding, tax revenue for the township, development - and provide us your preliminary support and constructive feedback. And to do this with the understanding that wind energy is an important part of the solution for the environmental and energy supply challenges that Ontario faces today.

Please visit our project website noted above or contact to us at [info@denbighwind.com](mailto:info@denbighwind.com) or (514) 525-2113 if you would like any more information. We will continue to keep you up to date on our progress and look forward to meeting many of you in the coming months and years ahead.

Sincerely,

A handwritten signature in black ink, appearing to read 'Stephen Cookson'.

Stephen Cookson

Director, Development, RES Canada

cc: Peter Clibbon - Senior Vice-President, RES Canada  
Don McKinnon – Lead, Dillon Consulting  
Township of Addington Highlands

**2015-06-15**

**STAFF REPORT TO COUNCIL**



## Report to: Council

**Date : June 11, 2015**

**From: Patricia Gray – Planning & Development Admin. Assistant**

**Re: Northpoint II Wind Energy Project**

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As requested, I have contacted the Municipalities and asked if they would answer some questions from Council and Staff, as well as offer any advice to Council to help make a decision. All of the Municipalities said that they would participate and respond to the questions, some offered to provide copies of agreements that were made such as Road Use Agreements. To date, I have received one written comment, and I have taken notes from the phone calls where information was given – see attached.

The majority of the comments provided during telephone conversations with the contacts were positive although these Municipalities did not need to provide support resolutions but rather worked with the companies after the projects were approved. The comments from 3 of 4 Municipalities regarding NEXtera were positive. The fourth Municipality had difficulty with the Company; the Municipality had declared themselves to be an unwilling host.

Two of the three Municipalities contacted with RES projects did not offer feedback over the phone on the company, I have not heard from the third yet. One Municipality said that they would be glad to answer questions but thought that Council may want to do it as a whole and they do not meet until June 15, 15. The other Municipality contact was the Mayor and he offered advice and help, detailed in the summary of the conversation.

MPAC has been contacted with regards to property values; they have not seen any decrease in assessment due to abutting wind turbines.

Nextera has been contacted regarding land owner leases and the encumbrances on the property and have responded – see attached.

### **Included in this report:**

-Summaries of conversations with Municipal representatives, in order of date of conversation: Huron East, Lambton Shores, Chatham-Kent, Dorion Township, Middlesex County, West Grey

The rest of the comments are pending, each representative that I spoke with said they would get back to me with responses to the questions and provide some extra documents for review.

-List of Municipalities contacted

-Copy of questions sent to Municipalities with NEXtera or RES projects

-Copy of response and information provided by MPAC regarding property values

-Question and Response regarding Landowner Lease and encumbrances

-Frequently asked questions and answers as found on NEXtera website for landowners

-Journal of Rural Community and Development –Attitudes towards New Renewable Energy Technologies in Eastern Ontario Highlands – This includes Addington Highlands and North Frontenac – A survey of residents conducted by Stewart Fast and Robert McLeman regarding renewable energy, conducted by mail and internet.

- their 3<sup>rd</sup> project has just started
- NEXtera project is for the transmission lines, no towers
- they have one of the most organized lobby groups against wind turbines
- the municipality did not need to make a decision
- NEXtera experience – was positive, nothing but good things to say
- received their first vibrancy payment and they are putting it toward a fire truck
- property values are not affected, farm land values are not affected – small farm holdings may be affected, lake shore values – not affected and the cottagers are not looking at the turbines.
- negative impact – none to list as of yet, not at all
- some damage was done to roads, no trouble getting settlement from sub-contractors
- Derek Dudek was the first contact and he was very helpful and provided everything that they requested
- developed a road user agreement – legal advice was paid for as well as pre and post construction engineer consulting.
- 3500.00 per mw
- 5000.00 per km of transmission line
- used overhead transmission line, this caused some upset but NEXtera exercised the right to be in the road allowance
- would not be scared to deal with NEXtera again
- had significant tree removal within the road allowance and had a provision to replace, it was cleaned up very nice, stumps removed, replanted, re-ditched – very good job
- host the transformer station
- local companies: restoration work, subcontractors – paid very well
- rental accommodations while work was taking place
- positive spin off from project
- Electricity Act gives them the right to be in the road allowance
- NEXtera tried to negotiate with Hydro One to use same poles etc. – no negotiating on Hydro's behalf
- level of development and construction never seen before
- recommended contacting Chatham-Kent as they have embraced the projects



## Lambton Shores – Staff

## Host the Jericho Wind Energy Centre, NEXtera

- under the old program, did not need to provide support resolution
- host 84 wind turbines, 50 in the NEXtera project
- 3 million dollar security right at start
- big chunk of Municipality on all of the municipal roads
- Signed a Community Vibrancy Agreement
- NEXtera – township will be happy to work with them, the best contractor ever worked with, understand public perception
- leave Municipality in better shape than they found it
- since the company is so big, they have deep pockets and are less worried about the margins
- their 2<sup>nd</sup> wind energy project, nothing like working with NEXtera
- less than 5 complaints on the project
- lots of opposition in the neighbouring municipality and that opposition would come to Lambton Shores to object
- project is doing the final re-claim – touching up the ditches, gravel
- there was a complaint that in the fall the restoration was only in rough stage and the ditches were not finished and water was not moving the same, but once the company was made aware of an issue, they fixed it same day or the next
- received daily project updates and weekly construction updates
- addressed concerns immediately
- allowed to hire staff person from an engineering company to be municipal rep on project
- indemnification fee, indemnified long term also
- securities up front over 100,000.00 and would bump it up at any time
- pre-construction review different firm and NEXtera paid
- less of a development agreement but more how to access the roads and how they will leave everything
- pay for staff time
- took out permit clause etc. in vibrancy agreement – perception
- hired a solicitor
- NEXtera has paid the first vibrancy payment
- in the end NEXtera is a good company, forced on them but good marriage

## **Chatham-Kent – Elected Official, Host of South Kent Wind Farm and Talbot Wind Energy Project - RES**

- leading municipality in wind projects
- don't give resolution until you have negotiated agreements
- does Council want to hold ownership
- Chatham-Kent is 15% owner and has community compensation in one project
- also has projects with compensation package only
- 450 industrial turbines
- will soon have over 500
- would be willing to share some of the documents
- don't under sell – can pay more than what has been offered
- no one protests
- no devalue in property
- no expropriation of land
- RES does it 2 ways, Community Benefit Plan, Landowner benefit
- has both overhead and underground lines
- pattern deal – 4 million commitment, 15% ownership, maintenance contracts, higher price for road use agreements
- did not offer any comments on RES

### **Offer from Mayor to Council**

- happy to meet in Chatham-Kent
- bring all of Council and involved staff i.e. 9 people
- have a 1 day meeting
- provide staff from legal, roads, planning, energy, maintenance
- can educate Council and staff quite well in a short time
- would also be willing to conduct a conference call
- can provide a template of agreement
- nothing to be afraid of
- get maximum benefit to the community

**Dorian Township – Staff  
RES**

**Hosts the Greenwich Wind Energy Project -**

- Northwestern Ontario
- one of the 1<sup>st</sup> | the North
- windfarm located out of way on Crown land
- vibrancy and roads agreements

Council may want to answer the questions as a group, next Council meeting is June 15, 15

**Patricia Gray**

---

**From:** Chris Traini <ctraini@middlesex.ca>  
**Sent:** Monday, June 08, 2015 11:28 AM  
**To:** Patricia Gray  
**Subject:** FW: NextEra Wind project

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

Sorry Patricia – I've been trying to send through a copy of our road use agreement but the documents keeps bouncing back to me. If you would like a copy let me know and I'll figure out a way to get it to you.

**From:** Chris Traini  
**Sent:** Monday, June 08, 2015 11:25 AM  
**To:** 'Patricia Gray'  
**Cc:** Wayne Meagher (wmeagher@middlesex.ca)  
**Subject:** RE: NextEra Wind project

Hi Patricia,

I hope it's OK but I'm going to give you a bit of a summary of our dealings with the wind companies other than answering the specific questions. As an upper tier municipality we had a little bit of a different involvement from our lower tier partners.

There was no direct support for the project from Middlesex County Council, we understood that approval of wind farms in Ontario was through the province so our strategy was to try and minimize the impact on our County residents. We were not asked to pass a support resolution for any project in Middlesex County but some of the lower tier municipalities may have been requested to do so.

Consultation with the companies was fairly poor in the early going but improved as the projects moved forward. For example they could have saved us all a lot of headaches by choosing a more appropriate route for their transmission line which would have been identified if they consulted with us earlier in the process. They seem to have learned from their past mistakes as they are now actively seeking our input even before making their initial applications to the province for new projects.

Middlesex treated the wind farm companies as we would any independent/private utility. They followed the same requirements with regards to the road user agreement (see attached) which included a road user fee (\$4,000 per kilometer) and includes terms for relocation of their utility at 100% their cost. They also agreed to an initial fee of \$10,000 to cover our legal expenses. I've attached a copy of the redacted road use agreement for your information.

We applied our existing permit fees and policies to the projects. They applied and paid for work, entrance and over dimensional/over weight moving permits. We took security as part of the road user agreement (\$250,000 during construction – reduced to \$125,000 for any post construction issues).

Construction went fairly smoothly – they applied and paid for all their permits and we didn't deal with any serious issues. A few spots of damage to road infrastructure were handled and repaired in a timely manner.

We had the typical public reaction to the construction of the turbines but I would think it's about the same across Ontario. I don't know of any issues between the company and any private land owners.

I would generally say that NextEra was about the same to deal with as any other professionally run independent utility company. I would also say that they have improved their working relationship with the County as the project progressed and are now more proactive with regards to the planning stages of upcoming projects.

I think this generally answers most of your questions. You may wish to contact the municipalities of North Middlesex and Adelaide Metcalfe as their perspective may be different from ours here at the County.

If you need anything further please let me know.

Chris Traini, P.Eng.  
County Engineer  
County of Middlesex  
[ctraini@middlesex.ca](mailto:ctraini@middlesex.ca)  
(519) 434-7321 ext. 2264

**From:** Patricia Gray [<mailto:pgray@addingtonhighlands.ca>]  
**Sent:** Friday, June 05, 2015 11:41 AM  
**To:** Chris Traini  
**Subject:** RE: NextEra Wind project

Good Morning Chris,

Thank you so much for getting back to me, I have attached a list of questions that Council and Staff have prepared; thank you for taking the time to answer them.

If there is any other advice you can offer to Council regarding agreements or questions that Council should ask of Nextera, that would be appreciated also.

Council has been asked to provide a support resolution to the company for the project application and I have been tasked with contacting municipalities and reporting back to Council by June 15<sup>th</sup>, I look forward to your comments.

Thank you again,

*Patricia Gray*

Planning & Development Administrative Assistant

Township of Addington Highlands  
P.O.Box 89, 72 Edward Street  
Flinton ON K0H 1P0  
Tel. 613-336-2286, ext 202  
Fax. 613-336-2847

**From:** Chris Traini [<mailto:ctraini@middlesex.ca>]  
**Sent:** Friday, June 05, 2015 10:33 AM  
**To:** [pgray@addingtonhighlands.ca](mailto:pgray@addingtonhighlands.ca)  
**Subject:** NextEra Wind project

Hi Patricia,

I got your voice mail and would be happy to answer any questions you may have about the wind farm project that was completed by NextEra in Middlesex County.

Please send me your list of questions and either I or one of my colleagues will get you a response.

Sincerely,

Chris Traini, P.Eng.  
County Engineer  
County of Middlesex  
[ctraini@middlesex.ca](mailto:ctraini@middlesex.ca)  
(519) 434-7321 ext. 2264

## Grey West – Staff

## Host of East Durham Wind Project, NEXtera

- no support resolution required
- Council passed a resolution – not wanting turbines
- Energy Act governs, went to court, tried to pass a bylaw but it was squashed
- adversarial
- spent over 100,000.00 legal fees trying to stop the project
- bottom line – they are constructing turbines now, concrete bases are in
- it's a losing battle with the Energy Act stacked against you
- have agreements in place – wide load agreement, entrance agreement, licence agreement
- agreements were originally contested by company
- have adequate securities
- Community Vibrancy Agreement offered, withdrew after legal proceedings
- has been tough, other wind turbine companies seem to be easier to work with
- security – in place now for damages etc.
- bottom line, NEXtera got what they wanted and Municipality got some extra security, higher than NEXtera wanted
- 3500.—per turbine, 85000.00yr approx
- 30,000.00 up front
- NEXtera has come back and said they are interested in sponsoring projects proposed by Council but Council is reluctant because they do not want NEXtera's name on rink or soccer field when there was so much controversy

## List of Municipalities Contacted

-Haldimand County – Summerhaven Wind Energy Centre – NEXtera

-Lambton Shores – Jericho Wind Energy Centre – NEXtera

-Huron East – Bluewater Wind Energy Centre – NEXtera

County of Middlesex – Bornish and Adelaide Wind Energy Centres and transmission line for Jericho,  
– NEXtera

West Grey – East Durham Wind Energy Centre – NEXtera

Wellington County – Conestogo Wind Energy Centre – NEXtera

Township of Mapleton – Conostogo Wind Energy Centre - NEXtera

South Huron – Goshen Project - NEXtera

Blue Water – Goshen Project -NEXtera

Dorion Township – Greenwich Wind Energy Project – RES

Chatham-Kent – South Kent Wind Farm and Talbot Wind Energy Project – RES

Brook-Alvinston - Brook Alvinston Wind Energy Project – RES



## **Council Questions to Ontario Municipalities with Nextera Canada or RES Canada Projects:**

1. Was the Municipality requested to provide a Municipal Support Resolution for the project application?
2. If applicable, for existing projects did the Municipality and community support the project?
3. If applicable, for current proposed projects, does the Municipality and community support the project?
4. How did Council go about making a decision and what did they base it on? Did they use specific evaluation criteria?
5. What are the financial impacts for the Municipality (taxes, community vibrancy fund)?
6. What are the negative impacts?
7. What are the positive impacts?
8. How have property values been affected?
9. Did the Municipality obtain legal advice or use consulting services and if so, for what specific elements of the project? Was it of value?
10. What agreements did you have in place with the company, road user agreement, vibrancy fund agreement/hosting agreement? Is the Company honoring those agreements?
11. How did you handle the issuing of permits i.e. Building permits – how did you determine the value of the construction, permit fee structure, did you need additional support i.e. surveyor to confirm location and setbacks?
12. How was the construction phase, did you have any issues with the company – if so what and how did you resolve the issues?
13. How is your continued relationship with the wind energy company?
14. Public reaction then and now?
15. Was private land involved; are you aware of any issues between these landowners and the wind energy company?
16. Do you have other projects in your Municipality with other wind energy companies, how do they compare?

Thank you for taking the time to answer these questions, if you can provide any further information or advice for Council, that would be appreciated.

If you have any documents that you could provide, that you feel would be beneficial for Council to review such as a Road Use Agreement or Vibrancy Fund Agreement, that would also be appreciated.

## Patricia Gray

---

**From:** Natalie Tryon <deputyclerk@addingtonhighlands.ca>  
**Sent:** Wednesday, June 10, 2015 12:55 PM  
**To:** clerk@addingtonhighlands.ca; Patricia Gray  
**Subject:** FW: Assessment Values of Properties in Close Proximity to Wind Turbines

**From:** Contant, Michel [<mailto:MICHEL.CONTANT@mpac.ca>]  
**Sent:** June-08-15 8:42 AM  
**To:** Natalie Tryon  
**Cc:** Verch, Alissa  
**Subject:** RE: Assessment Values of Properties in Close Proximity to Wind Turbines

Hi Natalie. There are probably 2 points to be answered here. Firstly the land on which the turbines will sit. There is no added assessment for the turbines but the land that it sits on will be assessed in the industrial tax bracket.

As for neighboring properties you can imagine that this is becoming a contentious issue. MPAC has been monitoring the sale of properties to ensure that everything is taken into account when determining the current value. So far we have not seen any decrease in assessment due to abutting wind turbines. In fact, we have defended that in court as well. That is not to say that down the road we could see an adjustment...I can just state that currently we do not make any assessed value adjustments if you are near a wind turbine.

Hope this helps. Let me know if you need anything else.

Mike

*Michel Contant* M.I.M.A.

Account Manager Municipal Relations  
Stakeholder Relations and Communications  
Municipal Property Assessment Corporation  
☎ 1.613.933.7249 ext. 306 or 1.877.239.9643  
☎ 613.933.0597  
☎ 613.360.4677

**From:** Verch, Alissa  
**Sent:** Friday, June 05, 2015 2:36 PM  
**To:** Natalie Tryon  
**Cc:** Contant, Michel  
**Subject:** RE: Assessment Values of Properties in Close Proximity to Wind Turbines

Hi Natalie,

I have copied Mike Contant on this email. He will get back to you with a response to your question.

Thanks  
Alissa

**From:** Natalie Tryon [mailto:deputyclerk@addingtonhighlands.ca]  
**Sent:** Friday, June 05, 2015 2:31 PM  
**To:** Verch, Alissa  
**Subject:** Assessment Values of Properties in Close Proximity to Wind Turbines

Hello Alissa,

Quick question!! Would wind turbines affect the assessed value of properties? If so, what are the defining factors, if any?

The Township of Addington Highlands has been approached by two wind turbine companies and some of the residents of Addington Highlands are indicating that the wind turbines would affect the value of their properties. We were just wondering from MPAC's standpoint if this is true.

Any assistance would be greatly appreciated.

Thanks,

*Natalie Tryon*

Deputy Clerk-Treasurer/Tax Collector  
Township of Addington Highlands  
P.O. Box 89  
Flinton, ON K0H 1P0  
Tel. 613-336-2286  
Fax. 613-336-2847

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# **Impact of Industrial Wind Turbines on Residential Property Assessment In Ontario**

2012 Assessment Base Year Study



MUNICIPAL  
PROPERTY  
ASSESSMENT  
CORPORATION

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## ABSTRACT

The Municipal Property Assessment Corporation (MPAC) commissioned this study of the effects of industrial wind turbines (IWT) on the current value of property in proximity to the turbines. Over the last few years, the subject of IWTs has been the subject of a number of reports and studies – both in Canada and worldwide. Past and current studies undertaken by both academics as well as real estate and health professionals have focused on the potential impacts of IWTs on property value and health. Given MPAC's legislated mandate, this report focuses on the potential impact of IWTs on property values.

MPAC's study concludes that 2012 Current Value Assessments (CVA) of properties located within proximity to an IWT are assessed at their current value and are equitably assessed in relation to homes at greater distances. No adjustments are required for 2012 CVAs. This finding is consistent with MPAC's 2008 CVA report. The 2012 CVA study also found that there is no statistically significant impact on sale prices of residential properties in these market areas resulting from proximity to an IWT. The study underwent a rigorous independent third-party peer review and includes appendices describing the study parameters and documenting the analyses.

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## AUTHORS OF THIS REPORT

### **Brian Guerin, BA (Hon), MRICS, M.I.M.A.**

Brian Guerin is Director, Valuation – Assessment Standards and Mass Appraisal, Office of the Chief Assessor with the Municipal Property Assessment Corporation. Mr. Guerin has almost 20 years of property assessment experience in the province of Ontario overseeing the mass appraisal of nearly five million properties. Since 1999, he has been responsible for the development of all mass appraisal models used in the valuation of all property types through seven province-wide assessment updates. He holds an honours degree in Mathematics from Carleton University and is a Chartered Valuation Surveyor with the Royal Institution of Chartered Surveyors and is an accredited member of the Institute of Municipal Assessors.

### **Jason Moore, BAS (Hon), MBA, UBC Certificate of Real Property Assessment**

Jason Moore is Valuation Manager - Assessment Standards and Mass Appraisal, Office of the Chief Assessor with the Municipal Property Assessment Corporation. Mr. Moore oversees the mass appraisal of approximately 1.8 million properties across 12 MPAC field offices including the regions of Durham, York, Halton, Peel, Niagara and cities of

Hamilton, Brantford and Brant as well as Norfolk Counties. He is also responsible for the valuation and data collection procedures for residential and farm property types. Mr. Moore has given several presentations and training sessions on mass appraisal and regression analysis as well as specific residential and farm issues. He has a Masters, Business Administration from McMaster University.

### **Jamie Stata, BA, UBC Certificate of Real Property Assessment**

Jamie Stata is a Property Valuation Specialist - Assessment Standards and Mass Appraisal, Office of the Chief Assessor with the Municipal Property Assessment Corporation. Mr. Stata has nearly 25 years of property assessment experience in the province of Ontario. He currently conducts the valuation of residential development land across six counties in Southwestern Ontario and has completed the mass appraisal analysis for Huron, Perth, Gray and Bruce counties over the past five province-wide assessment updates. He has completed research on the combined valuation of residential and commercial properties as well as recently led a project team researching the acquisition of new cost estimates on farm buildings. Mr. Stata has presented at the International Association of Assessing Officers Annual Conference on Assessment Administration as well as the Mass Appraisal Valuation Symposium conducted by the International Property Tax Institute.

### **Scott Bradfield, BSC (Hon)**

Scott Bradfield is a Mass Appraisal Analyst with Assessment Standards and Mass Appraisal, Office of the Chief Assessor, Municipal Property Assessment Corporation. Mr. Bradfield has over a decade of experience in regression and statistical analysis for property appraisal and is currently responsible for all mass appraisal work for three MPAC field offices responsible for the cities of Hamilton, Brantford and Brant as well as Haldimand and Norfolk Counties. He is also MPAC's subject matter expert for residential valuation and data collection and has led several research projects for the corporation. Mr. Bradfield holds an honours Statistics degree from McMaster University.

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# EXECUTIVE SUMMARY

This report provides the results of the Municipal Property Assessment Corporation's (MPAC) study of the *Impact of Industrial Wind Turbines on Residential Property Assessment in Ontario (2012 Assessment Base Year Study)*.

## *Background*

MPAC is responsible for accurately assessing and classifying property in Ontario for the purposes of municipal and education taxation. In Ontario, property assessments are updated on the basis of a four-year assessment cycle. The last province-wide Assessment Update took place in 2012 when MPAC updated the assessments of Ontario's nearly five million properties to reflect the legislated valuation date of January 1, 2012. Assessments updated for the 2012 base year are in effect for the 2013-2016 property tax years. Ontario's assessment phase-in program prescribes that assessment increases are phased in over a four-year period. Any decreases in assessment are applied immediately.

When assessing any property, MPAC relies on the real estate market to indicate what influence a factor, such as Industrial Wind Turbines (IWT), may have on a property's value. MPAC does this through the ongoing study and analysis of the market including the investigation of sales transactions. This market analysis typically reveals whether or not a factor has a negative, positive, or no impact on a property's value.

Over the last few years, the subject of IWTs has been the subject of a number of reports and studies – both in Canada and worldwide. Past and current studies undertaken by both academics as well as real estate and health professionals have focused on the potential impacts of IWTs on property value and health. Given MPAC's legislative mandate, this report focuses on the potential impact of IWTs on property value.

MPAC has completed two reviews of the impact of IWTs: 2008 and 2012 Base Year Studies.

## *2008 Base Year Study*

In 2008, MPAC undertook a study looking at the impact of IWTs on residential assessments using the 2008 base year. The 2008 study concluded that the presence of industrial wind turbines that are either abutting or in proximity to a property did not have a positive or negative impact on the value of assessments.

## *2012 Base Year Study*

In response to the growing presence of IWTs in Ontario as well as requests for information from stakeholders, MPAC undertook a new study using the 2012 assessment base year to provide a thorough examination of the impact of IWTs on residential property assessment.

Specifically, the study examined the following two statements:

1. Determine if residential properties in close proximity to IWTs are assessed equitably in relation to residential properties located at a greater distance. In this report, this is referred to as ***Study 1 – Equity of Residential Assessments in Proximity to Industrial Wind Turbines***.
2. Determine if sale prices of residential properties are affected by the presence of an IWT in close proximity. In this report, this is referred to as ***Study 2 – Effect of Industrial Wind Turbines on Residential Sale Prices***.



Study 2 was added to the original scope of the review to respond to enquiries MPAC received from stakeholders and interested parties.

To conduct these studies, MPAC considered 15 market areas with sufficient sales to allow for analysis and applied industry standard mass appraisal techniques and internationally accepted ratio study standards.

To determine equity of assessments of properties within close proximity to an IWT, MPAC conducted an Assessment-to-Sale Ratio (ASR) study. An individual ASR is calculated by dividing the assessed value of each property by its time adjusted sale price. A ratio study is conducted to first establish the level of appraisal for a group of properties and equity is determined by comparing the level of appraisal with other groups of properties. If a group of properties is assessed at market value, the median ASR will lie between 0.95-1.05. By definition, equity is said to exist if there is 5% or less difference between property categories (or groups of properties) as per International Association of Assessing Officers (IAAO) ratio study standards.

The level of appraisal for properties within 1 km of an IWT is 1.034. The level of appraisal for properties at greater distance (1-2 km, 2-5 km and over 5 km) range from 0.989 to 0.992, a 4.2- 4.5% differential, which is below the 5% noted above.

### *Conclusions*

Following MPAC's review, it was concluded that 2012 CVAs of properties located within proximity of an IWT are assessed at their current value and are equitably assessed in relation to homes at greater distances. No adjustments are required for 2012 CVAs. This finding is consistent with MPAC's 2008 CVA report.

MPAC's findings also concluded that there is no statistically significant impact on sale prices of residential properties in these market areas resulting from proximity to an IWT, when analysing sale prices.

In addition to the results shared in this report, MPAC also commissioned an internationally recognized expert in the field of mass appraisal and ratio studies to review the report and its findings. This expert has confirmed the findings in this report (Appendix A).

As MPAC works towards the next province-wide Assessment Update in 2016, qualified valuation staff will continue to study and analyse the Ontario real estate market including investigation of sales transactions to determine the impact of various factors – including IWTs – have on a property's value.

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# INTRODUCTION

The topic of wind energy is front and centre in the minds of a large number of Ontarians, particularly those living in rural areas of the province. There has been extensive reporting on the numerous aspects of this new development, be it in the reports of health effects, the approval process for siting IWTs, or the potential for property devaluation due to the perceived stigma attached to these developments.

Several studies, based on both scientific and non-empirical methods, have been completed by academics and real estate professionals to determine whether or not an adverse effect on sales prices exists with the presence of an IWT on a nearby property. In a recent study in the United States<sup>1</sup>, released by the Berkeley National Laboratory and prepared for the U.S. Department of Energy, results indicate a minimal impact on property values as a result of being in close proximity to IWTs. One Ontario case study<sup>2</sup>, released in 2013, argues that properties in Ontario are devalued by as much as 30-35%.

Current studies on both the valuation impact and health effects<sup>3</sup> are underway by the University of Guelph<sup>3</sup> and Health Canada<sup>4</sup>.

Prior to undertaking this study, MPAC conducted a study using 2008 base year Current Value Assessments (CVA), to determine whether residential properties located near IWTs were equitably assessed when compared to properties at a greater distance. The study was based on very limited sales information as there were a limited number of industrial wind turbines in the province at that time. As a result, it was difficult to draw meaningful conclusions with the 2008 study. Based on the available sale information, no adjustment to value was required for the 2008 CVA.

In conducting this current study, MPAC had additional sales data to review than it did in 2008. In addition to more sales, MPAC also received Requests for Reconsideration from the owners of 83 properties where proximity to IWTs was listed as a concern following the 2012 province-wide Assessment Update.

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<sup>1</sup> Ben Hoen et al, "A Spatial Hedonic Analysis of the Effects of Wind Energy Facilities on Surrounding Property Values in the United States", Berkeley National Laboratory, August 2013

<sup>2</sup> Ben Lansink, "Case Studies: Diminution / Change in Price Melancthon and Clear Creek Wind Turbine Analyses, Municipal Property Assessment Corporation (MPAC) Current Value Changes," Lansink Appraisals and Consulting, February 2013

<sup>3</sup> R Vyn and R McCullough, "The Effects of Wind Turbines on Property Values in Ontario: Does Perception Match Empirical Evidence?", Canadian Journal of Agricultural Economics, forthcoming

<sup>4</sup> [http://www.hc-sc.gc.ca/ewh-semt/consult/\\_2013/wind\\_turbine-eoliennes/index-eng.php](http://www.hc-sc.gc.ca/ewh-semt/consult/_2013/wind_turbine-eoliennes/index-eng.php)

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## PURPOSE OF THIS REPORT

This 2012 base year report has been written to provide a thorough examination of the impact of IWTs on residential property assessment. Specifically, the report examines the following two statements:

1. Determine if residential properties in close proximity to IWTs are assessed equitably in relation to residential properties located at a greater distance. In this report, this is referred to as ***Study 1 – Equity of Residential Assessments in Proximity to Industrial Wind Turbines.***
2. Determine if sale prices of residential properties are impacted by the presence of an IWT in close proximity. In this report, this is referred to as ***Study 2 – Effect of Industrial Wind Turbines on Residential Sale Prices.***

Study 2 was added to the original scope of the review to respond to enquiries MPAC received from stakeholders and interested parties.

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## LEGISLATION

Sections of the *Assessment Act* relevant to this study include the following:

Section 1 (1): “current value” means, in relation to land, the amount of money the fee simple, if unencumbered, would realize if sold at arm’s length by a willing seller to a willing buyer; (“valeur actuelle”).

Section 19 (1): The assessment of land shall be based on its current value.

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# VALUATION OF RESIDENTIAL PROPERTIES

To estimate value of residential properties, MPAC applies the Direct Comparison Approach (DCA) in a mass appraisal environment. DCA estimates the current value of a subject property by adjusting the sale price of comparable properties for differences between the comparable properties and the subject property. Mass appraisal is the valuation of a group of properties as of a given date using standardized processes, employing common data, and allowing for statistical testing.

## *Multiple Regression Analysis*

The DCA approach to value in a mass appraisal setting uses industry standard Computer Assisted Mass Appraisal (CAMA) techniques and, in particular, a statistical tool known as Multiple Regression Analysis (MRA).

Regression analysis is a statistical technique used to analyse data in order to predict the value of one variable, such as market value, based on known data (e.g., living area, lot size, quality, location, etc.). If only one variable is used, such as living area, the procedure is called Simple Regression Analysis. When two or more variables are used in the analysis, the procedure is called Multiple Regression Analysis.

MRA estimates the value of one variable (i.e., the dependent variable) based on the information from the available data (i.e., the independent variables). Assessing authorities, such as MPAC, develop an equation that estimates current value based on the sale prices and property characteristics of sold properties. The equation, or valuation model, provides the best estimate of current value in statistical terms since it reduces the overall error between sale price and predicted value (estimated current value) to the lowest possible amount in dollar terms.

## *Market Areas*

In Ontario, MPAC has defined 130 residential market areas. Market areas are geographic areas subject to the same economic influences. One valuation model is built for each market area. A market area could be a section of a large city, like Toronto, a medium size city like Niagara Falls or a cluster of smaller towns. Also, it could be the rural residential properties with a county or a group of lakes in a recreational waterfront area such as Muskoka or the Kawartha Lakes.

## *Key Factors Affecting Value*

Approximately 85% of the current value of a property can be attributed to the following five property characteristics: location, building area, construction quality, lot size and age of the home adjusted for renovations and additions. Other features that may be adjusted for include; water frontage, building amenities (e.g., basement area, basement finish, bathrooms, fireplaces, heating, air conditioning), secondary structures (e.g., garages, in-ground pools), site features (e.g., abutting green space, abutting a ravine, abutting a commercial property, topography, corner lot, traffic pattern). Not all features will enter every market model; therefore, value influences will differ across the province.

## *Legislated Valuation Date*

All estimates of current value represent market conditions as of January 1, 2012, the legislated valuation date for the 2013-2016 property tax years. As a result, part of MPAC's analysis is to determine the amount of inflation or deflation in each market area and adjust sale prices for time in relation to the legislated valuation date.

### *Sales Ratio Study*

Once each valuation model has been developed, it is tested to ensure equity, accuracy and uniformity using a sales ratio study. A sales ratio study ensures that the overall level of appraisal of the market area is within corporate and industry standards for accuracy and uniformity. The second aspect of the sales ratio study is to ensure that equity has been achieved across all major property characteristics.

### *Application of Valuation Model*

Once the statistical testing has been completed, and the valuation model for each market area has been deemed appropriate, it is applied to all the applicable properties in the market area and individual value review commences by qualified valuation staff. The purpose of this exercise is to reconcile the value estimates to ensure that a fair and equitable assessment has been placed on each property. These efforts tend to focus on areas with few sales and properties with features that cannot be captured within mass appraisal models. This review work continues up until the Assessment Roll is provided to each municipality and will include sales before and after the valuation date.

### *Sales*

For this study, sales in proximity to IWTs were found in 15 market areas.

**Table 1 - MPAC Market Area Descriptions**

<b>Market Area</b>	<b>MPAC Region</b>	<b>Description</b>
<b>05RR030</b>	05 – Kingston	Napanee, Loyalist Township, Frontenac/Lennox & Addington Counties South Rural/Waterfront
<b>20RR010</b>	20 – Brantford	Brant, Haldimand, Norfolk Counties - Rural/Waterfront
<b>22RR010</b>	22 – Kitchener	Dufferin & Wellington Counties - Rural
<b>22UR020</b>	22 – Kitchener	Dufferin County Villages
<b>22UR030</b>	22 – Kitchener	Wellington County Villages
<b>23RR010</b>	23 – London	Elgin, Middlesex & Oxford Counties - Rural
<b>24RR010</b>	24 – Goderich	Huron & Perth Counties - Rural/Waterfront
<b>25RR010</b>	25 – Owen Sound	Grey & Bruce Counties - Rural/Waterfront
<b>25UR010</b>	25 – Owen Sound	Grey & Bruce Counties - Urban
<b>26RR010</b>	26 – Chatham	Chatham-Kent - Rural/Wallaceburg
<b>26RR030</b>	26 – Chatham	Lambton County - Rural/Waterfront
<b>27RR120</b>	27 – Windsor	Essex County
<b>27UR070</b>	27 – Windsor	Lasalle, Tecumseh, Lakeshore Urban & Essex Urban
<b>31RR010</b>	31 – Sault Ste Marie	District of Algoma
<b>31UR010</b>	31 – Sault Ste Marie	Sault Ste. Marie/Prince Township

Adjustments for being in proximity to IWTs were not included when establishing CVAs for the 2008 or 2012 base year in any of these market areas.

# INDUSTRIAL WIND TURBINES

## 2012 BASE YEAR ANALYSIS

Between 2008 and 2012, Ontario has seen a proliferation of wind turbine projects, with the introduction of the *Green Energy Act* in 2009, and the Feed-in-Tariff (FIT) program. This has resulted in a much larger set of available sales data for properties in proximity to these projects.

For the purposes of the 2012 base year study, MPAC has adopted a definition of an IWT to be one with a capacity of at least 1.5 megawatts. This is consistent with the definition currently being used by Health Canada<sup>5</sup>. In instances where the generating capacity of the IWT was not available in MPAC's property assessment database, it was calculated by dividing the IWT legislated rate of \$40,000 per megawatt (MW) into the assessed value of the IWT.

## DATA COLLECTION

MPAC assigns a property code of 567 to represent IWTs. As per legislation in the Province of Ontario at the time of this report, IWTs are valued at \$40,000/MW, plus the value of the associated land at the industrial tax class. MPAC analyzed sales within 5 km of any IWT with a generating capacity of 1.5 MW or higher.

To ensure MPAC's inventory of IWTs was as complete as possible, geographic co-ordinates were acquired from NAV Canada. Any IWTs identified by NAV Canada that had not yet been field inspected by MPAC were inspected by local staff and all relevant data keyed into MPAC's database. Any IWTs identified on MPAC's computer database that were not included on NAV Canada's database were inspected by local MPAC staff and the GPS co-ordinates were collected. MPAC staff then process controlled all IWT co-ordinates to ensure accuracy (e.g., co-ordinates not placing the IWTs on the correct property). Of the 1,185 IWTs in MPAC's database after this exercise, only 28 had a capacity below 1.5 MW, leaving 1,157 IWTs for review. The distribution across MPAC's market areas is as follows:

Table 2 - Count of IWTs by Market Area

Market Area	MPAC Region	Description	IWT Count	Property Count
05RR030	05 – Kingston	Napanee, Loyalist Township, Frontenac/Lennox & Addington Counties South Rural/Waterfront	86	63
20RR010	20 – Brantford	Brant, Haldimand, Norfolk Counties - Rural/Waterfront	53	42
22RR010	22 – Kitchener	Dufferin & Wellington Counties - Rural	163	107
23RR010	23 – London	Elgin, Middlesex & Oxford Counties - Rural	37	26
24RR010	24 – Goderich	Huron & Perth Counties - Rural/Waterfront	21	18
25RR010	25 – Owen Sound	Grey & Bruce Counties - Rural/Waterfront	167	136
26RR010	26 – Chatham	Chatham-Kent - Rural/Wallaceburg	325	247
26RR030	26 – Chatham	Lambton County - Rural/Waterfront	10	8
27RR120	27 – Windsor	Essex County	170	145
31RR010	31 – Sault Ste. Marie	District of Algoma	69	21
31UR010	31 – Sault Ste. Marie	Sault Ste. Marie/Prince Township	56	21
<b>TOTAL</b>			<b>1,157</b>	<b>834</b>

<sup>5</sup> [http://www.hc-sc.gc.ca/ewh-semt/consult/\\_2013/wind\\_turbine-eoliennes/comments\\_part1-commentaires\\_partie1-eng.php#a16](http://www.hc-sc.gc.ca/ewh-semt/consult/_2013/wind_turbine-eoliennes/comments_part1-commentaires_partie1-eng.php#a16)

As some properties had more than one IWT erected on them, the property count does not match the count of IWTs.

Virtually all IWTs are erected on vacant lots or farm properties, with almost 90% located on farms and the remainder on vacant lots.

The year of construction of IWTs in the database ranges from 2002 to 2013, with a market area breakdown as follows:

**Table 3 - Typical Physical Characteristics of IWTs Across Ontario**

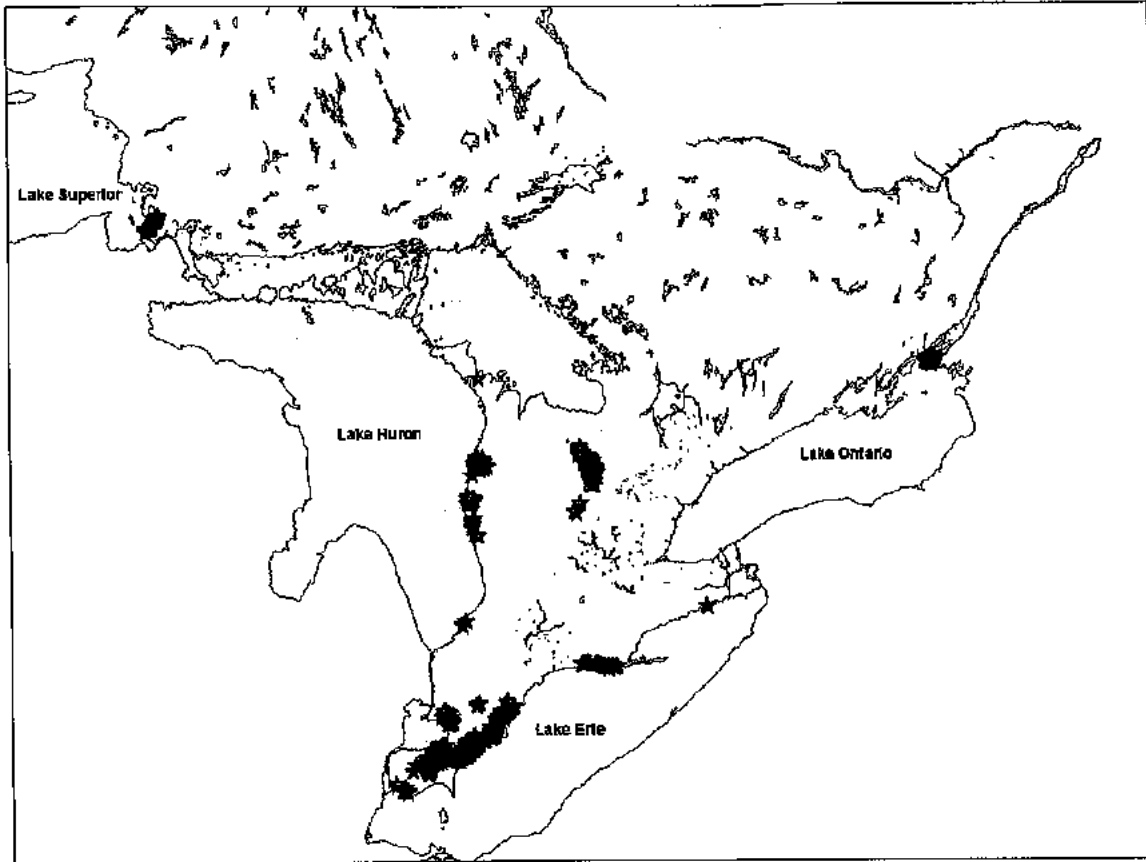
Market Area	MPAC Region	Median Year of Construction	Earliest Year of Construction	Latest Year of Construction	Median Generating Capacity	Minimum Generating Capacity	Maximum Generating Capacity
05RR030	05 - Kingston	2008	2008	2008	2.30	1.65	2.30
20RR010	20 - Brantford	2007	2007	2008	1.50	1.50	1.65
22RR010	22 - Kitchener	2008	2006	2012	1.50	1.50	2.40
23RR010	23 - London	2007	2006	2007	1.50	1.50	1.50
24RR010	24 - Goderich	2006	2006	2006	1.80	1.80	1.80
25RR010	25 - Owen Sound	2008	2002	2012	1.65	1.60	2.30
26RR010	26 - Chatham	2010	2008	2013	2.00	1.50	2.50
26RR030	26 - Chatham	2008	2008	2009	1.65	1.50	1.65
27RR120	27 - Windsor	2010	2010	2010	2.30	1.65	2.30
31RR010	31 - Sault Ste. Marie	2006	2006	2006	1.50	1.50	1.50
31UR010	31 - Sault Ste. Marie	2006	2006	2006	1.50	1.50	1.50
<b>OVERALL</b>		<b>2008</b>	<b>2002</b>	<b>2013</b>	<b>1.80</b>	<b>1.50</b>	<b>2.50</b>

Refer to Table 1 for market area descriptions.

The following map shows the locations of the IWTs used in the analysis. [Appendix B](#) provides the work instructions for local MPAC staff when determining the GPS co-ordinates for each IWT used in the analyses.

Figure 1

### Location of IWTs Across Ontario



## SALES INVESTIGATIONS

For the purposes of this study, all sales where any portion of a property was within 2 km of one or more IWTs were flagged for inspection by MPAC. The sale was investigated to ensure it was an arm's length transaction and that the property data on file reflected what existed at the time of the sale. Also, GPS co-ordinates were collected from the corner of the residence nearest an IWT. Finally, where possible, pictures were taken from the residence towards the closest surrounding IWT(s). Once this step was completed, distance was once again calculated from the co-ordinates of the IWT to the co-ordinates of the corner of the residences nearest an IWT. This was the actual distance used in the study for sales within 2 km. Appendix C includes the work instructions for staff conducting the sales review for this project.

A view variable was created using the pictures and descriptions provided for sales within 2 km of an IWT. Three categories were created:



Full View



Partial View



No View



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# STUDY 1 – EQUITY OF RESIDENTIAL ASSESSMENTS IN PROXIMITY TO INDUSTRIAL WIND TURBINES

For this study, MPAC analyzed open market sales of improved residential properties from January 2009 through December 2012, in the market areas surrounding IWTs. A market area is defined as a geographic area, usually contiguous, subject to the same economic influences, where properties tend to increase or decrease in value together.

## Sales Filters

To account for typical minimum sale amounts, any sale below \$10,000 was removed in Southwestern or Eastern Ontario, and any sale below \$5,000 was removed in Northern Ontario. Any sale on a property on which an IWT sits, was removed from analysis to avoid the potential influence that the income stream associated to such properties may offer. Cases where a property sold as a vacant lot and has since been built on, or a sale representing a built on property that is now a vacant lot, have also been removed from the analysis. There were five market areas with five or fewer sales and these were excluded from the analysis. To verify the validity of the remaining sales, any sale within 2 km of an IWT was field inspected and reviewed by staff from the local MPAC offices. Sales determined to be other than open market transactions, or suspect, were removed from analysis. For the sales outside of a 2 km buffer, those with extreme ratios of Current Value Assessment to sale price as defined by the International Association of Assessing Officers (IAAO) Standard on Ratio Studies<sup>6</sup>, were also removed from analysis.

## Assessment-to-Sale Ratio Study

To establish the level of appraisal and test for equity, MPAC looks at Assessment-to-Sale Ratio (ASR). The ASR is calculated by dividing the assessed value of each property by its time adjusted sale price.

One would expect to see a median ASR between 0.95-1.05 for a group of properties if they are assessed at market value. The median ASR of different categories of properties can be compared against one another to ensure that they align and therefore, the level of appraisal is equitable between each group. If the median ASR for a group of properties is higher than another group, this would indicate that it is assessed at a higher level of assessment.

Mean and median ASRs and their 95% confidence intervals were calculated for groups of view and distance variables. The median always divides the data into two equal parts and is less affected by extreme ratios than other measures of central tendency. Because of these properties, the median is the generally preferred measure of central tendency. When the mean or median is calculated on the data in a sample, the result is a point estimate, which is accurate for the sample but is only one indicator of the level of appraisal in the population. Confidence intervals around the measures of level provide indicators of the reliability of the sample statistics as predictors of the overall level of appraisal of the population. Note that noncompliance with appraisal level standards cannot be determined without the use of confidence intervals or hypothesis tests<sup>7</sup>. A confidence interval consists of two numbers (upper and lower limits) that bracket a calculated measure of central tendency for the sample; there is a specified degree of confidence that the calculated upper and lower limits bracket the true measure of central tendency for the population.

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<sup>6</sup> International Association of Assessing Officers, *Standard on Ratio Studies*, April 2013, pp. 53-54

<sup>7</sup> *Ibid*, p. 13

MPAC looked at three different data elements in determining if equity exists:

1. Abutting a property with an IWT;
2. Distance to closest IWT; and,
3. View of an IWT.

## 1. ABUTTING A PROPERTY WITH AN IWT

There were 32 sales of properties that directly abutted a property with an IWT, 31 of which were within 1 km of an IWT as would be expected and one sale within 2 km (two large abutting lots). When looking at the 31 abutting properties within 1 km of an IWT in comparison to sales less than 1 km from an IWT that do not abut an IWT, the median ASR is actually lower for properties abutting an IWT (0.989 abutting vs. 1.040 not abutting). This indicates that there is no inequity between properties that abut an IWT and other properties within 1 km that do not physically abut an IWT.

When looking at all sales that abut a property with an IWT the median ASR is very near 1.00.

Table 4 - Abutting an IWT ASRs

	Number of Sales	Median	Lower Confidence Limit	Upper Confidence Limit	Actual Coverage (%)
Abutting Wind Turbine	32	1.002	0.929	1.121	98%

Based on all sales of properties abutting a property with an IWT there appears to be no difference between these abutting properties and sales that are a similar distance to a IWT but do not abut an IWT. See [Appendix D1 - Abutting a Property with an IWT](#) for statistical output.

## 2. DISTANCE TO CLOSEST IWT

A breakdown of the 41,424 sales used in the analysis, by distance, follows:

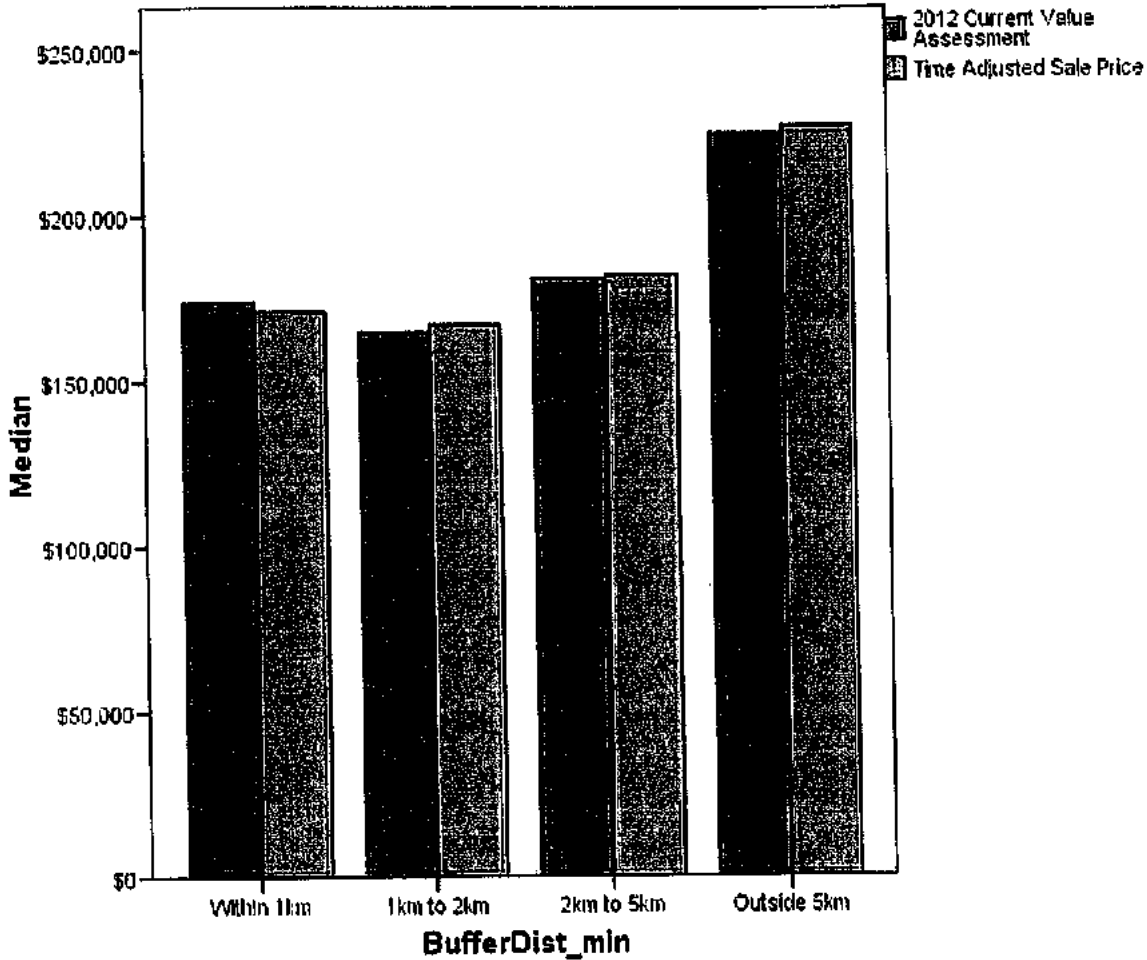
Table 5 - Distance Grouping by Market Area

Market Area	MPAC Region	Pre-Construction			Post Construction Sales			> 5 km
		< 1 km	1-2 km	2-5 km	< 1 km	1-2 km	2-5 km	
05RR030	05 - Kingston	0	0	0	13	7	8	2,606
20RR010	20 - Brantford	0	0	0	25	9	71	4,868
22RR010	22 - Kitchener	1	3	29	25	22	54	1,597
22UR020	22 - Kitchener	0	0	0	0	0	404	2,017
22UR030	22 - Kitchener	0	18	4	0	74	28	2,300
23RR010	23 - London	0	0	1	4	52	71	4,300
24RR010	24 - Goderich	0	0	0	2	3	98	786
25RR010	25 - Owen Sound	0	1	3	12	18	262	2,692
25UR010	25 - Owen Sound	0	0	0	0	16	161	4,180
26RR010	26 - Chatham	31	86	427	52	214	409	663
26RR030	26 - Chatham	0	0	0	1	23	76	1,942
27RR120	27 - Windsor	20	62	132	92	210	636	2,198
27UR070	27 - Windsor	0	29	32	1	125	147	2,660
31RR010	31 - Sault Ste. Marie	0	0	0	0	5	7	1,483
31UR010	31 - Sault Ste. Marie	0	0	0	0	12	3	2,801
<b>TOTAL</b>		<b>52</b>	<b>199</b>	<b>628</b>	<b>227</b>	<b>790</b>	<b>2,435</b>	<b>37,093</b>

Refer to Table 1 for market area descriptions.

Comparing the median assessed value to the median time adjusted sale amount by the distance categories the figures are very similar. The results for all sales are provided in the following graph.

Figure 2 - Comparison of CVA and Time Adjusted Sale Price by Distance Groupings



Appendix D2 - CVA and Tas-Amt Bar Charts contains a similar bar chart for each market area.

When broken into the distance categories, sales within 1 km of an IWT show a higher median ASR than the other groups.

Table 3 - Distance Grouping ASRs

Distance Grouping	Number of Sales	Median	Lower Confidence Limit	Upper Confidence Limit	Actual Coverage (%)
Within 1 km	279	1.034	1.011	1.057	95.8%
1 km to 2 km	989	0.989	0.979	1.000	95.1%
2 km to 5 km	3,063	0.992	0.988	0.997	95.3%
Outside 5 km	37,093	0.992	0.991	0.993	95.0%
<b>OVERALL</b>	<b>41,424</b>	<b>0.992</b>	<b>0.991</b>	<b>0.994</b>	<b>95.0%</b>

Sales of properties within 1 km of an IWT have a median ASR of 1.034 while the overall median for all sales outside of 5 km of an IWT is 0.992. This is a difference of 4.2%. Also, the median confidence interval does not overlap the confidence interval for the other groups. This indicates the difference is statistically significant. Sales between 1 km and

5 km away from an IWT appear to be assessed at the same level of appraisal as the sales greater than 5 km from an IWT. See Appendix D3 - Distance by Market Area and Type for ASR data for each market area.

In Study #2, regressions were run for all rural market areas. Urban models were not recalibrated since there was only one sale within 1 km of an IWT in all urban areas. To ensure that the ASRs were equitable for sales within 5 km of an IWT in urban market areas, the urban and rural markets were looked at separately. The results are displayed below.

Table 4 - Distance Groupings -- Urban Market ASRs

Distance Grouping	Number of Sales	Median	Lower Confidence Limit	Upper Confidence Limit	Actual Coverage (%)
Within 1 km	1	1.138			
1 km to 2 km	274	0.975	0.955	0.992	95.4%
2 km to 5 km	779	0.976	0.969	0.984	95.5%
Outside 5 km	13,958	0.988	0.986	0.990	95.1%
<b>OVERALL</b>	<b>15,012</b>	<b>0.987</b>	<b>0.985</b>	<b>0.989</b>	<b>95.1%</b>

Table 5 - Distance Groupings -- Rural Market ASRs

Distance Grouping	Number of Sales	Median	Lower Confidence Limit	Upper Confidence Limit	Actual Coverage (%)
Within 1 km	278	1.034	1.011	1.055	95.2%
1 km to 2 km	715	0.996	0.982	1.008	95.7%
2 km to 5 km	2,284	0.999	0.993	1.005	95.3%
Outside 5 km	23,135	0.995	0.993	0.997	95.1%
<b>OVERALL</b>	<b>26,412</b>	<b>0.996</b>	<b>0.994</b>	<b>0.997</b>	<b>95.0%</b>

In the urban markets, there is only one sale within 1 km of an IWT. The median ASRs for sales outside of 1 km are all below 1.00. They are slightly lower than the results for the rural market areas; however, the median ASRs outside 1 km in the rural market areas are still below 1.00. Based on these results, it appears that urban market areas are equitably assessed with regard to the distance to the closest IWT. Also, there is no significant difference between urban market areas and rural market areas regarding the influence of distance to the closest IWT. See Appendix D3 - Distance by Market Area and Type for ASR data for each market type.

### 3. VIEW OF AN IWT

When all sales within 2 km of the nearest IWT are analyzed together, the median ASR for full view is higher than the median ASR for properties with no view. However, there is correlation between full view and distance. Almost 75% of sales within 1 km of an IWT have a full view while only 25% of sales from 1 to 2 km to an IWT have a full view. As mentioned above, sales within 1 km of an IWT have a median ASR higher than the other distances. Therefore, the sales were split into two groups to perform the ratio study by view towards the closest IWT.

Table 6 - View Groupings – Sales within 1km ASRs

View	Number of Sales	Median	Lower Confidence Limit	Upper Confidence Limit	Actual Coverage (%)
Full View	190	1.032	1.001	1.060	95.0%
Partial View	33	1.005	0.952	1.057	96.5%
No View	56	1.064	0.998	1.092	95.6%
<b>OVERALL</b>	<b>279</b>	<b>1.034</b>	<b>1.011</b>	<b>1.057</b>	<b>95.8%</b>

Within 1 km, sales with no view have the highest median ASR (1.064 vs. 1.032 for full view) based on 56 sales. Partial view has the lowest median ASR at 1.005. This seems to indicate that view does not affect ASR for sales within 1 km of an IWT.

The ASR results for sales from 1 km to 2 km away from an IWT are:

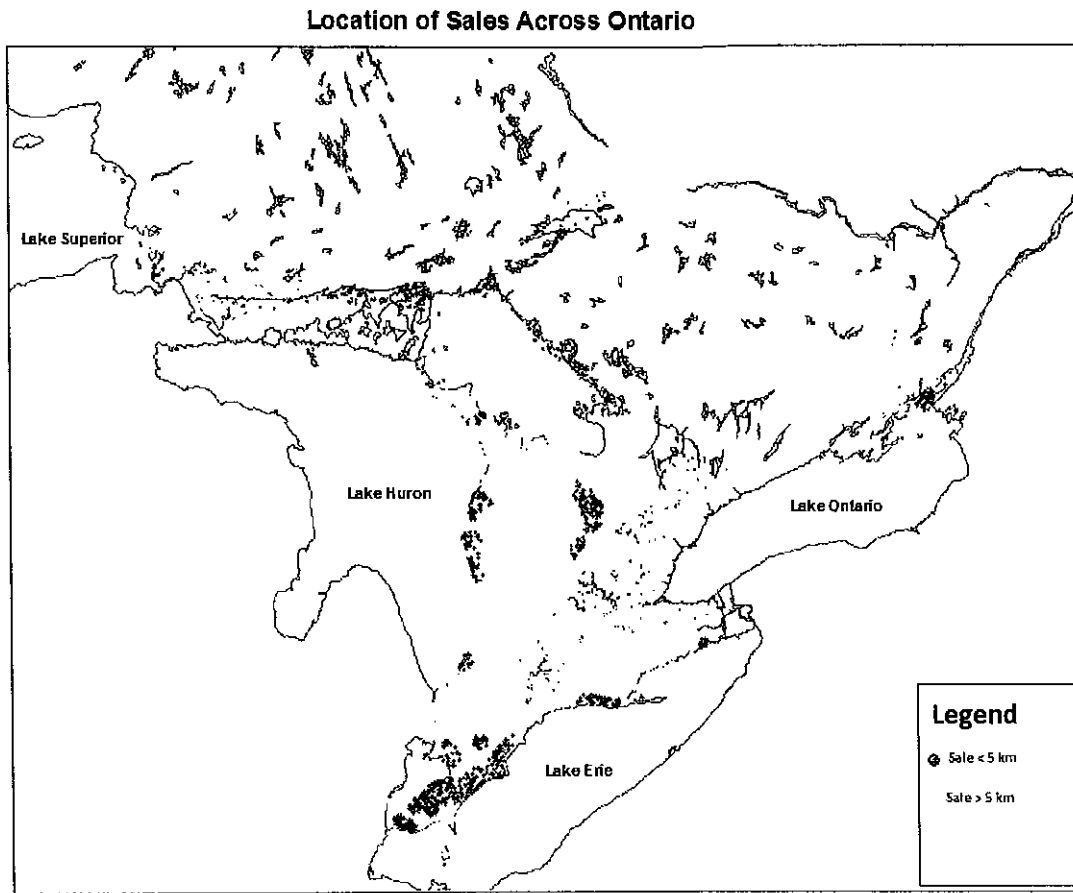
Table 7 - View Groupings – Sales 1km to 2km ASRs

View	Number of Sales	Median	Lower Confidence Limit	Upper Confidence Limit	Actual Coverage (%)
Full View	239	1.001	0.981	1.026	96.2%
Partial View	103	0.980	0.939	1.018	95.2%
No View	647	0.984	0.972	0.997	95.1%
<b>OVERALL</b>	<b>989</b>	<b>0.989</b>	<b>0.979</b>	<b>1.000</b>	<b>95.1%</b>

Properties with a full view of one or more IWTs have a median ASR of 1.001 while properties with a partial view have a median ASR of 0.980. Sales with no view have a median ASR of 0.984. There is a moderate difference between full view and no view of 1.7%. The confidence intervals of the three groups do overlap and all three groups have median ASRs close to 1.00. See [Appendix D4 - View All Sales and by Market Area](#) for ASR data for each market area.



Figure 3



## SUMMARY OF FINDINGS

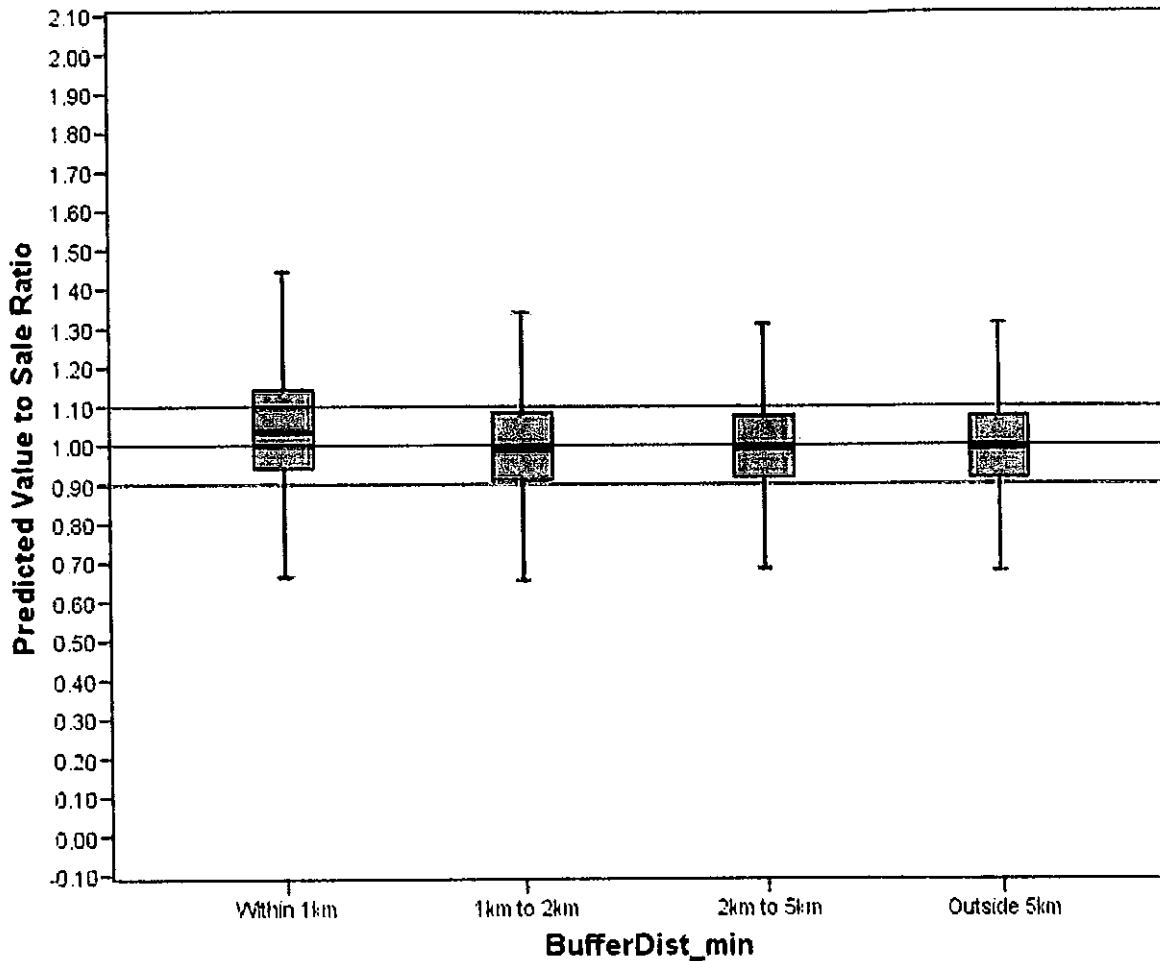
Section 9.2.1 of the IAAO Standard on Ratio Studies states:

*“The level of appraisal of each stratum (class, neighborhood, age group, market areas, and the like) should be within 5 percent of the overall level of appraisal of the jurisdiction. For example, if the overall level of appraisal of the jurisdiction is 1.00, but the appraisal level for residential property is 0.93 and the appraisal level for commercial property is 1.06, the jurisdiction is not in compliance with this requirement. This test should be applied only to strata subject to compliance testing. It can be concluded that this standard has been met if 95 percent (two-tailed) confidence intervals about the chosen measures of central tendency for each of the strata fall within 5 percent of the overall level of appraisal calculated for the jurisdiction. Using the above example, if the upper confidence limit for the level of residential property is 0.97 and the lower confidence limit for commercial property is 1.01, the two strata are within the acceptable range.”*

Sales within 1 km of an IWT showed a level of appraisal that was higher than the median ASR of sales further away (median ASR of 1.034). The lower confidence level of sales within 1 km of an IWT is 1.011. This is well within 5% of the

overall level of appraisal ( $1.011 - 0.992 = 1.9\%$ ). So, although sales within 1 km of an IWT do have a median ASR above the overall level, the difference is not great enough to require value adjustment according to IAAO guidelines. These findings are illustrated in the following box plot.

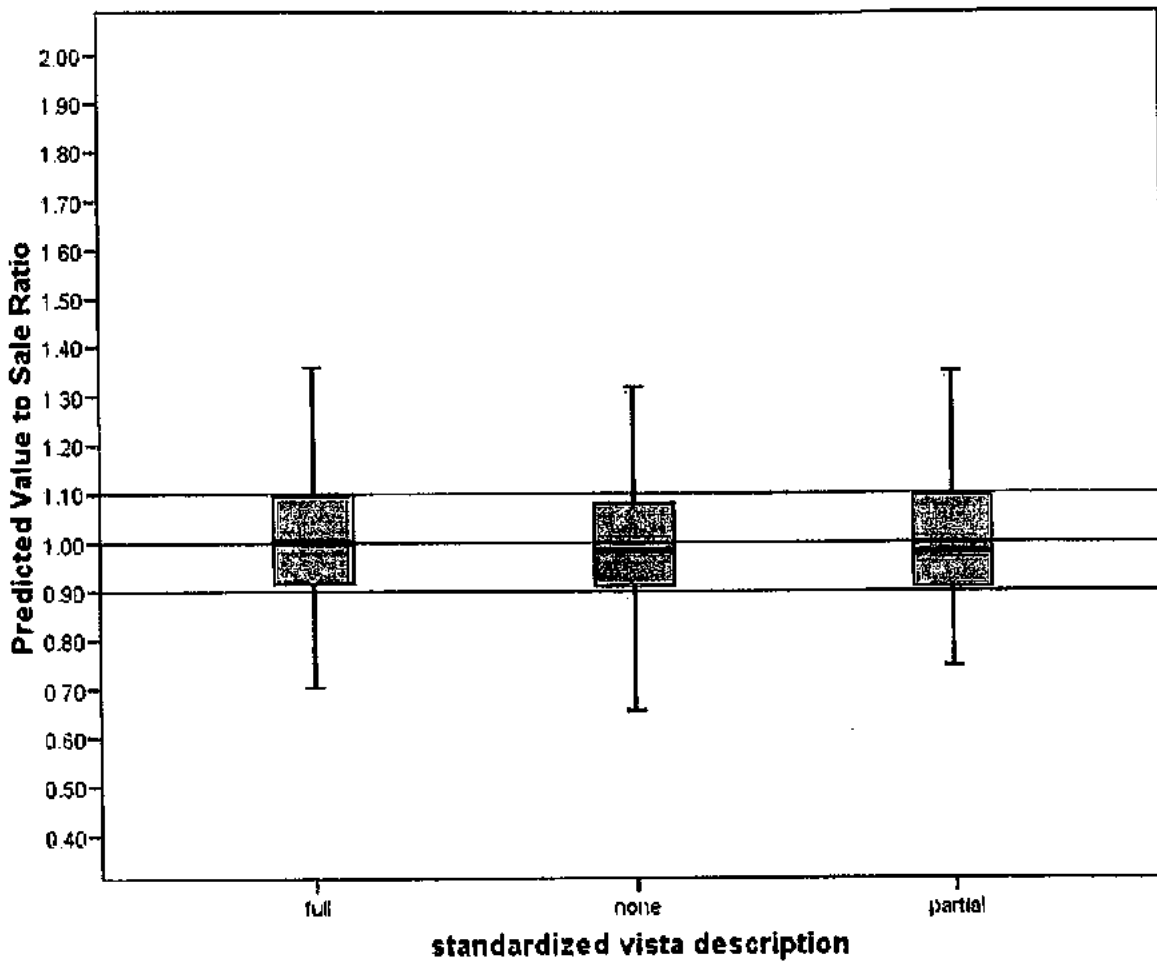
Figure 4 - ASR by Distance Grouping



The dark line within each box represents the median ASR. The lower and upper ends of the box represent the 25<sup>th</sup> and 75<sup>th</sup> percentiles, respectively. This box plot illustrates that the median ASR for sales within 1 km of an IWT is slightly higher than the other groups, but the boxes for all the groups overlap. See [Appendix D5 - Distance Boxplots](#) for additional graphs.

Also, between 1 km and 2 km some testing appeared to indicate a difference in the level of appraisal based on the view towards the closest IWT. The median ASR for properties with a full view is 1.001 while the median ASR for properties with No View is 0.984. This is a difference of 1.7%. This difference is well below 5% without reference to the confidence intervals. Again, based on IAAO standards, the difference between median ASRs does not approach the threshold to require an adjustment. This is also illustrated using the following box plots.

Figure 5 - ASR by View Grouping Sales 1km to 2km to an IWT



The median ASR for full view is slightly higher than the other two view categories but again there is a large amount of overlap among the three boxes. See [Appendix D6 - View Boxplots](#) for additional graphs.

In the IAAO Standard on Ratio Studies, 2013<sup>8</sup>, an equity decision making matrix is provided to allow a jurisdiction to determine if equity exists between groups of properties. This matrix has been populated for the two scenarios described above. The performance standard range is 0.95 to 1.05. Note that if the point estimate is outside of the performance standard range but the confidence interval does overlap the range, action is not required.

Table 8 - Decision Making Matrix

Scenario	Point Estimate	Confidence Interval (CI) Width	CI Overlaps Performance Standard Range	Point Estimate in Performance Standard Range	Action Required
<1 km to IWT	1.034	1.011 to 1.057	Yes	Yes	No
Full View 1 to 2 km to an IWT	1.001	0.981 to 1.026	Yes	Yes	No

<sup>8</sup> International Association of Assessing Officers, *Standard on Ratio Studies*, April 2013, p. 35

Therefore, based on the results of this analysis, there is no inequity with regards to distance to the closest IWT and view towards an IWT.

This finding is consistent with MPAC's 2008 study. *MPAC's 2008 study is included as Appendix E of this report.*

Our findings are also consistent with a third party review of this study conduct by Robert J. Gloudemans. Mr. Gloudemans is an independent internationally recognized mass appraisal consultant. MPAC provided Mr. Gloudemans with a dataset of all sales less than 5 km from the nearest IWT to conduct his analysis. *Mr. Gloudemans' report is included as Appendix A.*

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# STUDY 2 – EFFECT OF PROXIMITY TO INDUSTRIAL WIND TURBINES ON RESIDENTIAL SALE PRICES

To determine if sale prices of residential properties are impacted by being in proximity to IWTs, three binary variables (0 – No, 1 – Yes) were created based on the following distance groupings:

- IWT\_1km - The home is within 1 km of the nearest IWT.
- IWT\_2km - The home is within 1-2 km of the nearest IWT.
- IWT\_5km - The centre of the lot is within 2-5 km of the nearest IWT.

The requirement for exact location of the house was assumed to be less important as distance to the nearest IWT increases and the centroid of the lot was deemed acceptable for the purposes of this study for properties further than 2 km away from the nearest IWT.

The regression models used to produce the January 1, 2012 Current Value Assessments were recalibrated with these variables included to determine whether they would enter the equation at a statistically significant level. The typical significance level for Multiple Regression Analysis is either 5% or 10%.

If one or more of the distance variables enters a regression analysis significantly, that is an indication that distance to an IWT affects sale prices in that market area and a value adjustment to the assessed value may be required.

## SALES UTILIZED

Table 9 provides a breakdown of the distance grouping variables for each market area.

**Table 9 - Distance Grouping by Market Area**

Market Area	MPAC Region	Pre-Construction			Post-Construction		
		< 1 km	1-2 km	2-5 km	< 1 km	1-2 km	2-5 km
<b>05RR030</b>	05 - Kingston	0	0	0	7	6	10
<b>20RR010</b>	20 -Brantford	0	0	0	19	7	54
<b>22RR010</b>	22 - Kitchener	1	3	32	20	18	37
<b>22UR020</b>	22 - Kitchener	0	0	0	0	0	281
<b>22UR030</b>	22 - Kitchener	0	17	4	0	47	24
<b>23RR010</b>	23 - London	0	0	1	3	41	53
<b>24RR010</b>	24 - Goderich	0	0	0	2	2	74
<b>25RR010</b>	25 – Owen Sound	0	2	2	8	10	201
<b>25UR010</b>	25 – Owen Sound	0	0	0	0	14	109
<b>26RR010</b>	26 - Chatham	33	81	415	15	96	173
<b>26RR030</b>	26 - Chatham	0	0	0	0	23	60
<b>27RR120</b>	27 - Windsor	22	66	185	64	128	397
<b>27UR070</b>	27 - Windsor	0	30	33	1	78	84
<b>31RR010</b>	31 – Sault Ste. Marie	0	0	0	0	12	19
<b>31UR010</b>	31 – Sault Ste. Marie	0	0	0	0	8	4
<b>TOTAL</b>		<b>56</b>	<b>199</b>	<b>672</b>	<b>142</b>	<b>490</b>	<b>1584</b>

This table also indicates the number of sales occurring pre-construction and post construction periods. Pre-construction sales include sales one year prior to completion of the IWT.

Two market areas have sufficient sales to test distance groupings and state of IWT construction, namely *MPAC Region 26-Chatham* representing Lambton County – Rural/Waterfront (market area 26RR010) and *MPAC Region 27-Windsor* representing Essex County (market area 27RR120). Most market areas have sufficient sales within 1 km to test the value impact within that distance.

The sales period to develop valuation models ranges from December 2008 to December 2011 in these market areas. Table 10 provides a summary.

Table 10 - Market Area Sales Summary

Market Area	MPAC Region	Median House Square Footage (sq ft)	Median Age (years)	Median Lot Size (Acres)	Sale Date Range (year/month)	Median Time Adjusted Sale Price
05RR030	05 - Kingston	1,314	38	0.53	08/12 - 11/11	\$219,918
20RR010	20 - Brantford	1,324	44	0.25	09/01 - 11/12	\$218,254
22RR010	22 - Kitchener	1,729	33	1.32	09/01 - 11/12	\$401,056
23RR010	23 - London	1,441	40	0.32	09/01 - 11/12	\$230,697
24RR010	24 - Goderich	1,428	46	0.82	08/12 - 11/11	\$246,041
25RR010	25 - Owen Sound	1,340	37	0.61	08/12 - 11/11	\$219,375
26RR010	26 - Chatham	1,245	52	0.23	09/01 - 11/12	\$129,842
26RR030	26 - Chatham	1,346	39	0.26	09/01 - 11/12	\$176,225
27RR120	27 - Windsor	1,305	37	0.20	09/01 - 11/12	\$170,238
31RR010	31 - Sault Ste. Marie	1,086	43	0.26	08/01 - 11/12	\$85,065
<b>OVERALL</b>		<b>1,332</b>	<b>39.5</b>	<b>0.29</b>	09/01 - 11/12	\$218,814

Refer to Table 1 for market area descriptions.

When reviewing sale counts for properties within 5 km of an IWT, it was determined that some sales occurred in the urban market areas; however, there were no sales of properties in these market areas within 1 km of an IWT. For the purposes of this study, only rural market areas that had sales within 1 km were studied.

Variables for each distance were added to the model for each market area. If the distance grouping variables entered the equation with 5% significance level (95% confidence level), it would indicate very strong statistical evidence that distance to the nearest IWT is impacting on sale prices.

Tables 11 and 12 provide the dollar adjustment and an indication if the variables entered the model with a 10%, 5% or 1% significance level. Typically, MPAC sets a 5% significance level for any property characteristic to be included in a valuation model in accordance with statistical practice.

**Table 11 - Dollar Adjustments in Market Areas with Insufficient Pre-Construction Sales**

Market Area	MPAC Region	< 1 km	1-2 km	2-5 km
05RR030	05 - Kingston	+\$36,435**	DNE	+\$31,832**
20RR010	20 - Brantford	DNE	DNE	DNE
22RR010	22 - Kitchener	DNE	DNE	DNE
23RR010	23 - London	DNE	DNE	-\$21,021**
24RR010	24 - Goderich	DNE	DNE	DNE
25RR010	25 – Owen Sound	DNE	DNE	DNE
26RR030	26 - Chatham	DNE	DNE	+\$12,261**
31RR010	31 – Sault Ste. Marie	DNE	DNE	DNE

*\*, \*\*, \*\*\* indicate that the dollar adjustment is statistically significant at the 10%, 5% or 1% significance level, respectively (DNE = Did Not Enter)*

**Table 12 - Dollar Adjustments in Market Areas with Sufficient Pre-Construction Sales**

Market Area	MPAC Region	Pre-Construction Sales			Post Construction Sales		
		< 1 km	1-2 km	2-5 km	< 1 km	1-2 km	2-5 km
26RR010	26 - Chatham	-\$6,451*	-\$3,686*	DNE	DNE	DNE	DNE
27RR120	27 - Windsor	DNE	DNE	DNE	DNE	DNE	DNE

*\*, \*\*, \*\*\* indicate that the dollar adjustment is statistically significant at the 10%, 5% or 1% significance level, respectively*

*(DNE = Did Not Enter)*

Appendix F includes the regression outputs referred to Tables 11 and 12.



## Summary of Findings

Rural valuation models used for the 2012 base year were re-calibrated incorporating the three distance variables. With the exception of *MPAC Region 26-Chatham* representing Chatham-Kent – Rural/Wallaceburg (market area 26RR010) and *MPAC Region 27– Windsor* representing Essex County (market area 27RR120), there were insufficient sales to study any potential difference in impact pre-construction and post-construction. In the case of market area 05RR030 (*MPAC Region 5-Kingston* representing Napanee, Loyalist Township, Frontenac/Lennox & Addington Counties South Rural/Waterfront), being within 1 km of an IWT entered the model as a positive value of \$36,435. In this market area and the 26RR030 market area, the variable representing properties between 2 and 5 km from an IWT also entered positively.

Upon review of the sales database, it was determined that the IWT variables created for this study were highly correlated with the neighbourhood locational identifier. This strong correlation resulted in coefficients that did not make appraisal sense, and thus have been negated for the purposes of this study.

For market areas 26RR010 and 27RR120, sufficient sales data was evident to study the activity on both pre-construction and post-construction home sales. In neither instance did any of the variables enter the regression for 27RR120. For 26RR010, the variable identifying sales within 1 km of an IWT entered in the pre-construction period, and then only at the 10% significance level. The indicated coefficient was -\$6,451. The variable representing sales between 1 and 2 km away from an IWT also entered at a coefficient of -\$3,686, also only at the 10% significance level. In the post-construction period, no variable entered the regression for these areas. Thus, it can be assumed that any impact, no matter how marginal, was isolated in these areas to the post-announcement, pre-construction period.

In market area 23RR010 (*MPAC Region 23 – London* representing Elgin, Middlesex & Oxford Counties – Rural), the variable used to identify properties 2-5km away from an IWT entered the regression with a negative coefficient. After review of the sales database, it was determined that this variable was highly correlated with the neighbourhood locational identifier. This is borne out by the fact that neither of the other, closer, distance variables entered the regression.

With the exceptions noted above, no distance variables entered any regression equations for any of the other market areas.

To further confirm its findings, MPAC also conducted an additional analysis using approximately 2,000 sales and re-sales following similar logic to the Lansink study. The main differences between the February 2013 Lansink Study and MPAC's re-sale analysis is the sample size and the determination of the increase in the market between re-sales. Using 2,051 properties and generally accepted time adjustment techniques, MPAC cannot conclude any loss in price due to the proximity of an IWT. *Appendix G includes the re-sales analysis.*

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## LIST OF REPORT APPENDICES

**Appendix -A – Independent Review of Report – Summary of Wind Turbines, Analysis by R.J. Gloudemans**

**Appendix B -- Industrial Wind Project – Work Instructions for IWT Locations**

**Appendix- C – Industrial Wind Project – Work Instructions for Sales Review**

**Appendix –D1- Abutting a Property with an Industrial Wind Turbine**

**Appendix –D2 – CVA & TAS AMT Bar Charts**

**Appendix –D3 – Distance by Market Area and Type**

**Appendix –D4– View All Sales and Market Area**

**Appendix – D5 - Distance Boxplots**

**Appendix –D6- View Box Plots**

**Appendix –E – MPAC 2008 Report on the Impact of Wind Turbines on Residential Properties**

**Appendix –F- Regression Output for Study 2**

**Appendix –G- Re-sale Analysis – Lansink & MPAC Industrial Wind Project –Sales Review**

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# GLOSSARY OF TERMS

**Assessment Roll** – An annual listing provided to each taxing authority in the Province of Ontario containing, among other things, the current value and tax classification of each property within the jurisdiction.

**Assessment-to-Sale Ratio (ASR)** – The ratio obtained by dividing the assessed value of a property by the time adjusted sale price of a property.

**Base Year** – The year that an estimate of a property's value is based on.

**CVA** – Current value assessment. The estimated value of a property based on a specific date.

**Direct Comparison Approach to Value (aka Sales Comparison Approach to Value)** – An approach to valuing a property which estimates the current value of a subject property by adjusting the sale price of comparable properties for differences between the comparable properties and the subject property.

**Industrial Wind Turbine (IWT)** – A wind turbine used to generate at least 1.5 MW of electricity.

**GPS Co-ordinates** – A set of two numbers that reference the latitude and longitude of a point on the Earth.

**Market Area** – A market area is defined as a geographic area, usually contiguous, subject to the same economic influences, where properties tend to increase or decrease in value together.

**Market Model** – Geographic areas subject to the same economic influences.

**Mass Appraisal** – The valuation of a group of properties as of a given date using standardized processes, employing common data, and allowing for statistical testing.

**Median** - The median of a group of numbers is the middle number after they have been sorted from lowest to highest. If you have an odd number of cases, the median is the middle value. If you have an even number of cases, the median is the value midway between the two middle values. The median, in comparison to the mean, is less sensitive to extreme values.

**Megawatt (MW)** – A unit of measure in energy generation or consumption.

**MPAC** – The Municipal Property Assessment Corporation. A body responsible for determining the correct market value and tax classification for all properties in the Province of Ontario, based on current value assessment.

**Regression Analysis** – A statistical technique used to analyse data in order to predict the value of one variable, such as market value, based on known data (e.g., living area, lot size, quality, location, etc.).

**For more information about MPAC and how MPAC assesses properties, visit [www.mpac.ca](http://www.mpac.ca).**

## Patricia Gray

---

**From:** Faiella, Benjamin <Benjamin.Faiella@nexteraenergy.com>  
**Sent:** Wednesday, June 10, 2015 1:10 PM  
**To:** Patricia Gray  
**Cc:** Greenhouse, Ben; Dudek, Derek  
**Subject:** RE: Northpoint II - question

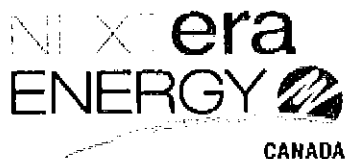
Patricia,

Thank you for the questions, there can often be some confusion about this, so we appreciate the opportunity to provide more information. When we finance a project, the lender looks at the entire project as the asset that is of value. The turbines, the leases, the collection system, the contract to sell electricity, etc. all together comprise an asset that is of value. As the project does not own the landowner's property, we cannot (and do not) use this as collateral. The leases we hold and the rights that those leases give us to access certain parts of a property are part of the broader project asset that is so used.

When we obtain a lease on a property, we will put a notice on that property's title that states that this interest (the lease) exists. This helps to avoid any future leases or other uses of land that conflict with our use of the land commencing without knowing about our prior interest in the land. This also states that our interest has priority over any subsequently obtained interests. This does not stop a landowner from obtaining a mortgage over the entire property, however, banks typically prefer that their mortgage to have the first priority on title, and so will come to us asking for us to defer our interest to theirs, which is something we will do at a landowner's request provided that the bank signs a standard agreement committing not to interfere with our operations. This type of agreement is fairly standard in the banking world, and has not proven to be an issue at our projects to date.

Respectfully,

Ben Faiella  
Project Manager  
Wind Development – Canada



700 Universe Blvd. FEW/JB  
Juno Beach, Florida 33408  
Office: (561) 304-5237  
Mobile: (561) 373-8136  
[benjamin.faiella@nexteraenergy.com](mailto:benjamin.faiella@nexteraenergy.com)

**From:** Patricia Gray [<mailto:pgray@addingtonhighlands.ca>]  
**Sent:** Tuesday, June 09, 2015 7:53 PM  
**To:** Greenhouse, Ben; Faiella, Benjamin; Dudek, Derek  
**Subject:** Northpoint II - question

**This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email.**

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Hello Gentlemen,

Reeve Hogg has asked that I contact you to get some clarification on the following:

Can your company mortgage the project to obtain funding?

As explained at the North Frontenac Open House, your company will pay for the construction of the project but then can use the assets to obtain financing.

How does this affect the landowner?

Is the entire lot that is leased used as the asset in obtaining the financing?

Is only the Turbine used as the asset when obtaining the mortgage or financing?

What if the landowner then wants to take out a mortgage and use the land as his security?

If you could provide some insight into this process that would be appreciated and I will forward the information to the Reeve and Council.

Thank you,

*Patricia Gray*

Planning & Development Administrative Assistant

Township of Addington Highlands

P.O.Box 89, 72 Edward Street

Flinton ON K0H 1P0

Tel. 613-336-2286, ext 202

Fax. 613-336-2847

## **Frequently Asked Questions as found on the NEXEra website for landowners:**

### What is NextEra Energy Resources looking for to build a wind project?

NextEra Energy Resources looks for a location with a good wind resource, landowners who are interested in hosting wind turbines and proximity to transmission lines.

### What does a land easement cover?

The easement will generally cover payment terms, length of easement, other uses of the property, the location and type of access roads, other support facilities and the condition of the land after wind operations cease, as well as the landowner's responsibilities and NextEra Energy Resources' responsibilities

### Am I liable for accidents or injuries on my land?

No. Landowners are not liable for actions occurring on their property as a result of the wind turbines. Our contracts with landowners hold them harmless from liability resulting from hosting wind turbines on their property.

### Can I lease my land for other things after I lease to you?

Yes. Our option and our easement are only for a wind farm project. Landowners can enter into other leases that do not interfere with the wind flow to the turbine, the stability of its foundation or buried collection lines.

### Can I still have hunting leases after I sign?

Yes. Landowners hosting turbines can still have hunting leases. A number of our wind projects are on hunting camp property.

### Who pays the taxes if I have wind turbines on my land?

NextEra Energy Resources pays the taxes on our generation equipment and infrastructure



## Council Questions to Ontario Municipalities with Nextera Canada or RES Canada Projects:

1. Was the Municipality requested to provide a Municipal Support Resolution for the project application? (An MSR was not requested for the project application.)
2. If applicable, for existing projects did the Municipality and community support the project? (Municipal Council does not support the project, and there is certainly opposition to the project, particularly in the area where the turbines are being built.)
3. If applicable, for current proposed projects, does the Municipality and community support the project? (West Grey only has one IWT project, being NextEra, that construction is currently taking place. See comments above.)
4. How did Council go about making a decision and what did they base it on? Did they use specific evaluation criteria? (I can't speak for Council, however, Council cited environmental, ecological, health, property de-valuation, and aesthetic concerns, as main issues with IWTs)
5. What are the financial impacts for the Municipality (taxes, community vibrancy fund)? (IWTs will not have been assessed yet, so tax implications not known at this time. NextEra withdrew their Community Vibrancy Fund offer likely as a result of the litigation between the two parties.)
6. What are the negative impacts? (See question #4. Possible impact on roads/bridges.)
7. What are the positive impacts? (Will be some tax revenue generated).
8. How have property values been affected? (Too early to determine, however this may be a concern as the municipality has fielded many calls from prospective purchasers of properties in West Grey inquiring as to whether or not the property they plan to purchase are near the proposed IWTs.)
9. Did the Municipality obtain legal advice or use consulting services and if so, for what specific elements of the project? Was it of value? (Legal advice is essential to protect the interests of the municipality. The Municipality hired Ed Veldboom, Russell Christie LLP, from Orillia, to look after the interests of the Municipality throughout the process with NextEra Energy.)
10. What agreements did you have in place with the company, road user agreement, vibrancy fund agreement/hosting agreement? Is the Company honoring those agreements? (The Municipality has an Oversize/Overload Agreement, Entrance Permit Agreements, and a Licence Agreement to permit NextEra infrastructure (conduit) on a West Grey Bridge. As previously noted, NextEra withdrew their Community Vibrancy Fund Agreement offer. IWT construction commenced a few weeks ago, and it appears the agreements are being honoured to date,)
11. How did you handle the issuing of permits i.e. Building permits – how did you determine the value of the construction, permit fee structure, did you need additional support i.e. surveyor to confirm location and setbacks? (The Building Department accepted the valuation of \$950,000 per turbine submitted in the NextEra building permits, and there was a charge of \$15.00 per \$1,000 construction value charged for each building permit. The Municipality did not utilize additional support to confirm location or setbacks.)

# Journal of Rural and Community Development

## Attitudes Towards New Renewable Energy Technologies in the Eastern Ontario Highlands

**Author:** Stewart Fast, & Robert McLeman

**Citation:**

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## **Attitudes Towards New Renewable Energy Technologies in the Eastern Ontario Highlands**

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University of Ottawa  
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**Robert McLeman**

University of Ottawa  
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### **Abstract**

As governments seek to expand generation capacity from sources such as solar farms, wind turbines, hydroelectric and biomass generators, rural responses to renewable energy become increasingly important. In early 2011 we conducted a mail-out survey of permanent residents, a concurrent internet-based survey of seasonal residents and follow-up focus groups in two rural eastern Ontario municipalities to assess public attitudes and to project acceptance and potential uptake of various technologies. Survey participation was relatively high (n = 180, response rate 22%). One focus group included local and regional government decision-makers, the other for residents representing a range of socio-economic and demographic groups. Results showed strong support among residents to pursue alternative energy sources (89%), mostly out of concerns with rising energy costs, but also from a desire to use local energy sources. Support was highest for solar technologies (87%) and lowest for wind turbines (58%) and new hydroelectric dams (58%). There was little evidence of NIMBY views being prevalent among permanent residents. Seasonal cottage dwellers were less supportive of hydroelectric dams and a wood pellet facility. Our findings suggest rural residents start with favourable attitudes towards alternative forms of energy production. Acceptance and uptake will likely be strengthened by locally relevant demonstration projects and by supporting citizen involvement in task groups, workshops or other venues for information sharing.

Keywords: Renewable energy, attitudes, NIMBY, acceptance, feed-in-tariff

---

### **1.0 Introduction**

As governments seek to expand capacity to generate electricity and to heat buildings from “green” sources (i.e. non-fossil-fuel, non-nuclear), interest and investment in renewable energy technologies (RETs) have grown. RETs, including photovoltaic installations, wind turbines, hydroelectric generators and biomass combustion facilities, are new forms of land use largely situated in rural areas. RETs are often promoted as a means of environmentally and economically sustainable development for rural communities (Fitzgibbon, 2010; Scheer, 2007). However, some projects – wind farms in particular – have received mixed responses from rural populations in North America and Europe (Devine-Wright, 2005; Devine-Wright, et al., 2009; Hill & Knott, 2010; van der Horst, 2007; Warren, Lumsden, O’Dowd, & Birnie, 2005; Woods, 2003). The key concern from the energy policy perspective is that without taking into account the social responses to RETs it may prove difficult for targets for RETs to be reached. From

a rural studies perspective, there is a parallel interest in avoiding conflict and ensuring that benefits from RETs accrue to the rural communities that are the sites for these new technologies (Fitzgibbon, 2010).

In Ontario, there has been a rapid increase in the number of RET projects approved for development (currently 108 solar farms, 51 wind farms and 47 hydroelectric) and more than 33,000 applications have been submitted for small (less than 10 KW) solar photovoltaic installations (OPA, 2010, 2011). This growth is due to a “Feed-in-Tariff” (FIT) program of the 2009 *Green Energy Act* which offers high rates and access to the grid for electricity generated from renewable resources. The roll-out of the *Green Energy Act* has been controversial and a province wide debate has emerged in media and among political parties with concerns raised that RETs are expensive, unreliable, possibly unsafe, that the siting process is undemocratic and the landscape of rural regions is being tarnished (Deweese, 2010; Flaming, 2009; Merriam, 2011; Paperny, 2010; Radwanski, 2011; Wente, 2010). The lively public discussion about the *Green Energy Act* provides a useful opportunity to study in a systematic fashion the formation of public attitudes towards new RETs.

The Eastern Ontario Highlands region has significant potential for solar and wind farms, small-scale hydro and conversion of unutilized biomass to fuel. While its population is one of Ontario’s poorest on average, the region is rich in natural resources and a number of government initiatives have been created there to demonstrate and offer incentives for new RET developments. This paper describes early findings from an ongoing investigation into public attitudes, responses and potential uptake of RETs in the region, drawing upon results from a mail-out survey and follow-up focus groups meetings. Through this project we hope to gain insights into potential future energy trajectories in the region and by extension in other similar rural communities. In this paper, we identify those RETs that are most likely to be supported by residents, and the factors that may influence these responses.

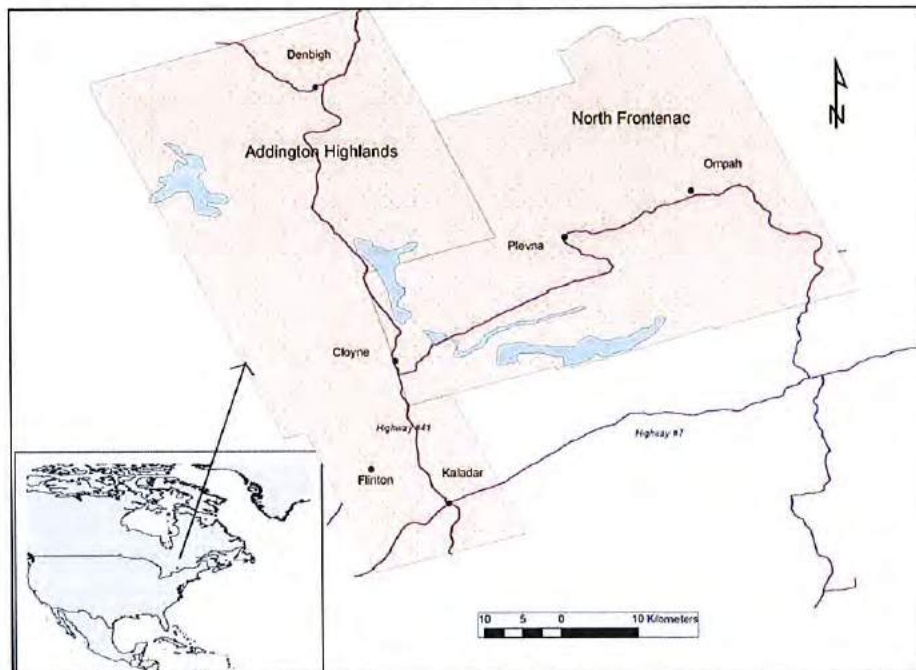
## 2.0 Overview of the Study Region

The term Eastern Ontario Highlands refers to an upland region of mixed forest that encompasses the headwaters of the Skootamatta-Moira, Mississippi, Salmon and Tay river watersheds (Figure 1). The study region is south of Algonquin Park and north of provincial highway 7, and straddles the counties of Lanark, Frontenac and Lennox & Addington. Our study focuses on two municipalities found within this region: Addington Highlands and North Frontenac. The permanent, year-round population of these townships are 2532 and 1842 respectively (Statistics Canada, 2011), but during the summer months the region’s population is tripled by an influx of seasonal residents (Cumming Cockburn Ltd, 2003).

This area is characterized by a rugged, heavily glaciated terrain, with extensive lake and river systems. Approximately 70% of the region is forested Crown-owned land, supporting a mix of land-based economic activities, including forestry, outdoor recreation, and subsistence hunting, fishing and trapping (McLeman, 2010). Permanent settlements consist primarily of small village nodes spread along around four main roads. While the average age of residents is over fifty and rising, the population is kept stable by an influx of retirees attracted by the relatively low-priced waterfront properties. Census figures show 30% of the population has moved within the last 5 years (Statistics Canada, 2006) many from nearby urban centres of Toronto and Ottawa. Employment and population trends are consistent with patterns elsewhere in rural eastern Ontario (Sander-Regier, McLeman, Brklachich, &

Woodrow, 2009). Natural resource based activities of forestry and mining employ fewer people and many jobs are now found in servicing tourists and seasonal residents. Seasonal homes outnumber permanent homes and as cottage dwellers have come to contribute a larger portion of the municipal tax base they have, at times, exercised growing political power. For example, in the past 5 years logging plans and a proposal for development of a lakeside lodge have been either modified or dropped amidst concerns expressed by different local cottage associations.

The permanent population experiences employment rates and median incomes (45%; \$37,789) that are considerably lower than the provincial average (67%; \$69,156), while government contributions (e.g., old age pension, employment insurance) as a proportion of income are higher (29% versus 9.8%) (Statistics Canada, 2006). Household and social activities are tied to the landscape – e.g., chopping firewood and snowmobile club – and, as in other rural Canadian communities, people struggle to retain schools and attract health care providers (McLeman, 2010; McLeman & Gilbert, 2007).



*Figure 1.* Eastern Ontario Highlands

A number of RET projects have been proposed or initiated in the study area by various government, private sector actors and individuals. The high school has been selected by the school board as a site to pilot test a biomass heating system. Instead of heating oil, wood pellets will be used. Boiler installation and maintenance are paid for by the “Green Schools Pilot Initiative” (Ontario Ministry of Education, n.d.). Several homeowners and businesses have installed solar panels under the FIT/microFIT program mentioned earlier, and one of the municipalities has committed to installing panels on a municipally owned building. Three private wind development companies have expressed interest in developing wind farms along ridges in the northern part of the study area, where test turbines have shown promising conditions. Finally there are dozens of former mill dams and water control structures with the potential to generate hydro-electricity. These latter are overseen by a Conservation Authority who manage water levels for flood control,



drinking water, recreational and wildlife habitat needs. These four examples represent the best-known RET developments in the region. Residents are also aware of developments elsewhere, such as large solar farms to the south and a wind farm on Wolfe Island adjacent to the city of Kingston and south of highway 7.

### **3.0 Methods**

A self-administered questionnaire titled “Household Energy Use and Energy Attitudes in Addington Highlands and North Frontenac Region” was sent by mail in February 2011 to households along selected rural routes and general delivery mail boxes in four sections of the region, two in Addington Highlands and two in North Frontenac. Different coloured paper was used to track geographical origin of responses. The mail out included a cover letter, a form to provide contact information if respondents were interested in follow-up discussions and a stamped self-addressed return envelope. Advance notice of the survey was done by commissioning a local reporter to write an article in the local paper (an unsolicited story also appeared in another lesser-read paper). A fortuitous public reminder was provided when a respondent wrote a letter to the editor commenting on the survey. A separate on-line version of the survey was made available over the period February to August 2011 to solicit responses from seasonal cottage residents and allow any permanent residents whose mail box was not selected to receive the mail-out a chance to respond. Ten different cottage associations provided assistance in contacting seasonal residents through newsletters, web-site postings and attendance of the first author at an Annual General Meeting.

The questionnaire consisted of four main sections: types of fuels used and quantities; level of agreement with different statements about energy issues; level of agreement with hypothetical RET projects, proponents and locations; and, background demographic information. Wording and layout were selected after pre-testing with selected local residents. The data was analyzed using Excel (2007 version) and PASW (version 18).

Two focus groups were subsequently held in March 2011 lasting between 2.5 and 3 hours each. Recruitment for the first group was from individuals who completed the questionnaire. From 20 individuals who indicated potential interest, twelve were invited and eight showed up on the day of the meeting. An effort was made to select a diversity of opinion on renewable energies based on their survey responses, and participants included a mix of newcomers and long-time residents. A one-page backgrounder was sent to participants prior to the meeting to explain the format and advise of general topics for discussion.

Participants in the second focus group were selected for their being active participants in governance structures in the region. The eight participants included three township councillors, and representatives from the two Conservation Authorities and the two Counties with jurisdiction in the region, the provincial Ministry of Natural Resources, the local regional forest management company, and the local regional tourism association. Participants were also sent the one-page backgrounder prior to the meeting.

Meetings were moderated by the first author and held in a village hall. A research assistant took notes and audio-recorded the meetings. Both groups opened with the same question: “How will people in Addington Highlands and North Frontenac meet their energy needs 20 years from now?” which initiated a broad-ranging, lightly moderated discussion of energy options, opportunities and barriers in the

region. After a break, preliminary findings from the survey were presented and discussed. A final exercise entailed a guided discussion of the four examples of local RET projects described in section 2 above, during which participants commented on their views of each, and their opinion of which types of RETs would be most successful in the region in the future.

Our study has several potential limitations that should be kept in mind when reading the following results and discussion sections. First the response rate (22%) to the survey adds a possibility of response bias. Second the survey findings may not be generalizable to other rural settings where forest biomass is less prevalent. Third, the focus group discussion is unique to the group of individuals at the table and would have been different with a different set of participants.

## 4.0 Results

### 4.1 Survey

We distributed 836 questionnaires of which 180 (22%) were returned representing 9.4% of the total number of permanent households (1,920) in the townships. Those who completed the survey tended to be close to community characteristics reported in the 2006 census in terms of age, employment status, and income, but had higher levels of formal education. The demographic characteristics of the respondents are shown in Table 1.

Table 1. *Demographic characteristics of permanent residents of Addington Highlands and North Frontenac surveyed on energy use and energy attitudes in February to May 2011*

Characteristic	Number of responses to question and %
<b>Gender</b>	n = 172
Male	54%
Female	46%
<b>Education</b>	n = 157
High school completed	71 (45%)
Apprenticeship	9 (6%)
College or university	77 (49%)
<b>Household income</b>	n = 141
Under \$20,000	20 (14%)
\$20 – \$39,000	42 (30%)
\$40 – \$59,000	31 (22%)
over \$60,000	48 (34%)
<b>Occupation (top 4)</b>	n = 160
Retired	83 (52%)
Construction	19 (12%)
Business operator	13 (8%)
Health care	11 (7%)
<b>Village</b>	n = 175
Flinton	60 (34%)
Denbigh	54 (31%)
Ompah	35 (20%)
Cloyne	26 (15%)

Our efforts to obtain responses from seasonal cottage dwellers yielded 23 completed on-line questionnaires. Seasonal respondents had higher levels of formal education (91% with college or university) and higher income levels (84% over \$60,000) than the permanent resident population. We consider the responses from seasonal residents as a separate sample and do not include them in our reporting of general trends for the population of the eastern Ontario Highlands region. There are two reasons for this: first, collection methods differed for each population and second, seasonal (i.e., second home) residents make up a distinct, more affluent and highly mobile population whose interests and experience in the region inherently differ from permanent residents in many ways (McLeman, 2010). However, their views are important to future energy developments and seasonal resident survey responses, are compared to those of the permanent resident population in several places in the following discussion.

#### 4.1.1 Household Energy Use Patterns

Use of wood for household heating is widespread in this region, 71% use wood as either primary or secondary heating source, another 12% use wood pellets. This is a unique energy pattern for planners if we consider that the Canadian average for heating with wood is 4% as the primary heating source and 6% as a primary or secondary source, see more in Table 2. Three quarters of residents use 3 or more bush cords annually (a unit of split firewood stacked to be four feet high, four feet deep and eight feet deep - 1.3 m x 1.3 m x 2.6 m) and over half (56%) cut their own wood.

Table 2. *Household heating sources in use in the study area and in Canada*

Heating source	% of residents in study area using (n = 180)	% of all Canadians using as primary heating source (SHEU, 2007)
Wood	71%	4%
Heating oil	40%	8%
Electricity	31%	38%
Wood pellets	12%	Reported with wood
Propane	14%	1%
Natural gas	N/A	44%

In terms of other household energy use, 57% of residents spend more than \$200 on gasoline or diesel per month and most residents (60%) spend between \$100 and \$200 per month on electricity. Only one respondent reported no gasoline or diesel use and only four respondents (2%) were “off-grid” (obtaining electricity from their own generation and not the provincial electricity distribution system).

#### 4.1.2 Views on Energy

More than 90% of residents agreed that costs and reliability are important energy issues for the future (Figure 2). Support was also high for using local energy sources (83%) but residents were less sure of there being a need to avoid fossil fuels (51% agree). A high proportion of residents (89%) think it is important to look for alternative ways to use and obtain energy. In terms of personal habits 92% indicated they find ways to reduce use of energy to save money while 75% indicated they do so to help the environment.

Responses were solicited on a Likert scale (1 = strongly agree, 5 = strongly disagree), allowing for statistical comparison of mean values and insight into

possible group differences. Views on energy are consistent across permanent residents in the region with a few minor exceptions. Lower income individuals attributed more importance to keeping energy costs low (household income less than \$20,000  $\bar{x}$  = 1.28, \$20,000 – \$39,000  $\bar{x}$  = 1.55, \$40,000 - \$59,000  $\bar{x}$  = 1.62, >\$60,000  $\bar{x}$  = 1.62, ANOVA  $P$ =.027) and those with apprenticeship level of education felt less strongly about the need for alternative energy ( $\bar{x}$  = 2.44 compared to  $\bar{x}$  = 1.49 for high school education and  $\bar{x}$  = 1.57 for college education, ANOVA  $P$ =.009). No significant differences exist in the views of residents living in different villages, or between male and female respondents or between those who are raising children or not. Seasonal residents felt that looking for alternative ways to produce energy was less important than did permanent residents ( $\bar{x}$  = 2.86 vs. 1.58,  $p$ <.001, Welch T-test) and expressed less concern with keeping energy costs low ( $\bar{x}$  = 2.00 vs. 1.31,  $p$ <.001, Student T-test).

Many (28%) of the respondents added comments to help explain their responses. The quotations below illustrate the types of energy-related concerns residents expressed.

“Something should be done about hydro charges going up constantly.”

“Living in an underprivileged area, with declining youth population (under 40 yrs) it is imperative that any green technologies that could produce and maintain economy is [sic] beneficial.”

“A lot of people in our area cannot afford the continually rising costs of hydro.”

“I would think that most people would like to be off the grid mainly for reliability as there have been numerous outages and most have a generator as back up.”

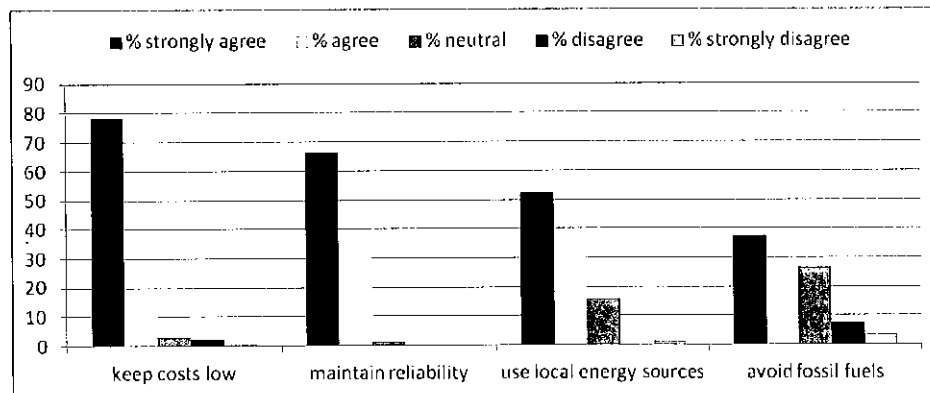


Figure 2. Response to question “What are most important energy issues in the future?” from residents of Eastern Ontario Highlands surveyed February to May, 2011

When asked if they would like to see more renewable energy produced in their township, 88% of respondents were supportive and 97% were supportive or neutral (Figure 3). When a NIMBY element was added to the scenario slightly more opposition emerged and 11% of residents said they would prefer to support RET only if it occurred outside the region. ANOVA and T-tests reveal no statistical difference between the responses of residents with different income or education

levels, those living in different villages or those raising children or not. Seasonal residents are slightly less likely to desire renewable energy production in the region ( $\bar{x} = 2.09$  vs.  $\bar{x} = 1.56$ ,  $P < .1$ , Welch T-test) but no more likely to have NIMBY attitudes than are permanent residents.

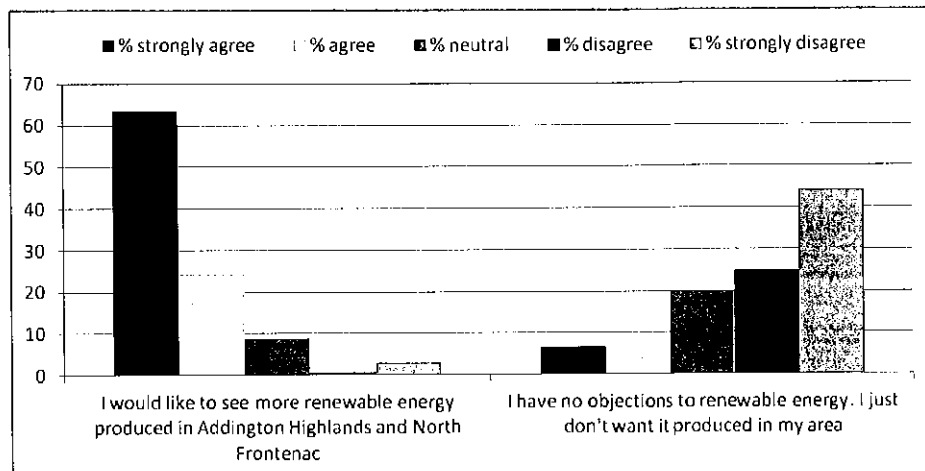


Figure 3. Levels of renewable energy “NIMBY” attitudes among residents of Eastern Ontario Highlands surveyed February to May, 2011

Table 3 reports attitudes towards nine renewable energy options for the region including differences in attitudes associated with various socio-economic factors. Support was strongest for rooftop solar panels, and all of the solar options presented in the survey ranked highly relative to other technologies. Older residents without children expressed less support for rooftop solar panels than did residents with children. The least preferred options are a wind farm or a new hydro dam. Support for a new hydro dam is lowest among permanent residents with no children; seasonal residents also indicate low levels of support, bordering on outright disagreement, to a dam. Support for a new dam is very high among respondents residing in the village of Flinton, where there already exists an aging dam on the Skootamatta River. The option of renovating an existing dam receives greater support among permanent residents, with seasonal residents being less supportive. Support for a wind-farm is mixed, with respondents earning less than \$20,000 /yr significantly more likely to approve of such a development. Wind farms and a new dam appear to be the most polarizing options given the relatively high number of people disagreeing or strongly disagreeing with them as compared with other RET options.

New uses of forest resources in the form of a pellet plant or a wood chip boiler receive moderate levels of support. These options had large proportion of respondents who were unsure or neutral of these technologies. This could indicate respondents were ambivalent about these options or that more information was needed before declaring a position. Seasonal residents had statistically lower support for a pellet plant than did permanent residents. Not surprisingly those that heat with pellets were more likely to support a local pellet plant than those heating with oil, electricity, propane or firewood ( $p < 0.05$ , t-test, not reported in Table 3).



Table 3. Attitudes towards different sources and sizes of RET in the eastern Ontario Highlands

	Rooftop solar	Solar farm	Scattered panels	Renovate dam	Pellet plant	Wood chip boiler	Scattered wind turbines	New dam	Wind farm
% support	87	79	73	72	67	63	63	58	58
% opposed	5	11	9	13	14	11	18	21	25
% neutral	8	11	19	15	19	26	19	21	17
Standard error of mean (2 SE)	1.46–1.76	1.63–2.00	1.71–2.07	1.78–2.19	1.94–2.33	1.93–2.31	2.10–2.53	2.14–2.60	2.20–2.66
Gender									
male	1.58	1.94	1.94	2.17	2.32	2.28	2.33	2.37	2.44
female	1.63	1.76	1.88	1.79	2.04	2.06	2.38	2.32	2.51
child rearing									
yes	1.29*	1.58	1.62	1.68	2.21	2.06	2.29	1.85*	2.28
no	1.71*	1.89	1.96	2.07	2.08	2.15	2.32	2.51*	2.50
village									
Cloyne	1.50	1.46	1.48	2.05	1.96	2.14	2.16	2.50	2.42
Denbigh	1.78	1.75	2.02	2.27	1.92	1.98	2.19	2.74	2.28
Flinton	1.60	1.94	2.08	1.72	2.27	2.30	2.22	1.75**	2.53
Ompah	1.53	2.00	1.75	2.00	2.57	2.15	2.53	2.79	2.45
income									
under 20 k	1.21	1.20	1.38	1.33	2.23	1.91	1.67	1.77	1.44*
20 to 39 k	1.45	1.65	1.94	2.06	2.20	2.17	2.63	2.39	2.75
40 to 59 k	1.88	1.89	1.88	1.48	1.79	1.88	2.29	1.80	2.32
over 60 k	1.71	1.89	2.04	2.08	1.98	2.15	2.21	2.50	2.64
residence status									
seasonal	1.52	1.90	1.76	2.73*	2.78*	2.52	2.00	3.41**	2.64
permanent	1.61	1.82	1.89	1.99*	2.13*	2.12	2.32	2.37**	2.43

**Bold** indicates difference at  $p < 0.1$ , \* indicates difference is significant at  $p < 0.05$ , \*\* indicates difference is significant  $p < 0.01$ , for 2 factors (gender, child-rearing, residence status) the Student T-test is used, for 3 and 4 factors (village, income) a one-way ANOVA with Tukey-b post-hoc test is use

## **4.2 Focus Group Findings**

Consistent with the findings from the survey, participants in both focus groups generally supported RETs, and suggested that wind farms would likely be the most contentious technology. Residents expressed concern that seasonal residents or residents who had relocated from urban areas would be concerned with aesthetic impacts on the scenery. These expectations were not supported by survey data which show similar levels of support for wind farms between seasonal residents and permanent residents and no significant differences between long-term and newcomer residents. Some quotations from focus group participants to illustrate the types of concerns identified with wind technology include:

“I sure as hell know they aren’t going to put one of those wind farms on my property.”

“I wouldn’t make this an urban / rural issue but in some respects I think it is. Rural people might be more used to seeing towers, because a lot of old farms had wind machines that pumped water...we are talking two generations ago but if you grew up in that situation....it is a different type of wind energy but it still involves a tower and blades and so I think people are more used to seeing that in the country.”

“You go to Wolfe Island, and it is almost a disgusting insulting thing when you look at the beauty and then this thing is just clustered with (...)it is producing nice energy but you have a huge challenge and I think it will continue wherever you go with ‘not in my backyard’”

“If you talk about two or three turbines on \_\_\_ Lake, there would certainly be a very different perspective from people that come up on only on weekends”

“I think it is being maligned...it is popular to believe it is bad.”

### **Box 1 - Profiles of the participants of focus group #1**

Participant A – male retiree long-time resident, active in local hunting and fishing organization

Participant B – male, business owner, has solar panels under microFIT program, moved to area from urban centre

Participant C – male retiree active member of County-level “green energy task force”, moved to area from urban centre

Participant D – female long-time resident, active in community organizations, lives off grid

Participant E – male, long-time resident, volunteer firefighter, lives off grid

Participant F – male retiree active in lake association moved to area from urban centre

Participant G – male retiree long-time resident active in local organizations

Participant H – male retiree, long-time resident active in local organizations

Although the survey results suggest strong support for solar panels on rooftops, there were several concerns that emerged in the focus group discussion. One participant provided a possible explanation for greater support seen in the survey by those in child-rearing families. He described the relevance of the microFIT incentive program for older residents thus:

“This is turning into a retirement community. When you have someone coming in at the age of 65 and take a look at solar, which you get your return back in 10 or 12 years, and it costs you \$70,000 to do, I don’t think at 65 I’d be willing to put out the \$70,000 to maybe live long enough to see some return on it”

The costs of the microFIT subsidy to taxpayers also generated discussion. In one of the exchanges one participant described his rooftop solar panels as a “*damn good investment*” but another felt the costs were too high to the Ontario taxpayer at which point several participants discussed if the costs of the nuclear alternatives were just as high. The argument that subsidizing RET is driving up electricity rates turned out to be a prominent criticism from opposition political parties during the run-up to the fall 2011 election and it is worth exploring the public perceptions of this argument in the EOH during the study period. It is made even more relevant by the fact that advocacy groups and national media claim that green energy concerns caused the governing party to lose seats in rural areas (Howlett K & Ladurantye, 2011; Wind Concerns Ontario, 2011). As reported above, focus group participants considered and discarded the argument that RET subsidies should be abandoned to avoid raising the price of electricity. The survey comments provide an additional measure of attitudes. Of the specific comments on electricity costs, seven blamed mismanagement of the provincial utility Hydro 1, five indicated there should be continued subsidies for installing solar or other forms of renewable energy and four said microFIT subsidies should be abandoned altogether. Below is a sample of the comments.

“I would like the debt taken off of the Hydro bills as well as the HST. No one pays our debts so why should we have to pay Hydro's debt”

“I have vacant land suitable for solar panels, but find it too costly to install. These should be made more available to people who want to assist the energy problem”

“Power should be generated where it will be used without requiring subsidies reminiscent of Soviet Union fantasy economics. Personally I don't want to fund or suffer the consequences of Mcguinty's [Premier of Ontario] green dream simply so the provincial liberals can get a few more ridings in the Golden Horseshoe ridings”

Several participants in both focus groups expressed scepticism that solar panels would continue to be installed if there were changes in provincial policy after the election. The election completed in October 2011 saw the governing party returned to power albeit with less seats. At the time of writing the microFIT program remained intact but lower rates are expected for new solar installations.

When asked about the hydro-electric option participants in both focus groups were generally in favour of the technology but expressed a great deal of concern about

the number of approvals required from oversight bodies for water-ways. In the second focus group one participant recounted the seven year wait their hydro-electric project took between decision to go ahead and to producing electricity; “*there is not just one approval, there are 10 approvals.*” Flinton is one village that has seen officials from the Conservation Authority enter into agreements with private parties to develop hydro-electric power in the river running beside town but these plans have floundered for lack of expertise and start-up capital. Despite this, support for a hydro dam remains high in Flinton as seen in the survey responses and expanded on in survey comments such as “*At one time Flinton generated its own power plant at the Flinton Dam. Why not now??*” Some participants expressed doubt that municipalities would lead projects to convert existing dams to produce electricity. Some quotations that reflect the discussion are:

“They will struggle with the long-term commitment.”

“If some municipal government says yes we are going to do this, they aren’t going to see the benefit during their period of power so it is difficult for them to champion a project like that.”

“We have so much potential for water and one of the biggest obstacles I see is the red tape.”

Diverting water to generate power, even in the case of a pre-existing dam, raised concern among some participants in the first focus group that water levels for recreational activities and for fish habitat would be compromised, a reality also recognized by officials in the second focus group. Concerns about water levels may be behind the significantly less enthusiastic responses to hydro-electric options from the survey sample of seasonal residents, most of whom own water-front property.

The discussion of the biomass energy option brought out some enthusiastic responses from both groups. Unlike the wind, solar and hydro examples no negative opinions were expressed in the first focus group, while the only concern expressed in the second focus group was uncertainty over the ease with which forestry operators could change from existing tree removal practices to providing for pellet production. Participants saw a wood pellet factory as a logical follow-up to the planned installation of a wood pellet boiler at the region’s school. The following quotations reflect the discussion:

“We’ve got just incredible amounts of sawdust and bark and trimmings and wood....to me this is an ideal opportunity for somebody to come along and open a pellet plant somewhere within easy distance.”

“I love the concept over in North Addington [i.e. at the school - North Addington Education Centre]. I think that is great, now if we only can get the pellets here.”

“This could be a product that has many many other spinoffs.”

Participants in the focus group for residents shared ideas on actions that might promote greater uptake of local renewable energy production, and in doing so, some reflected on how everyday conversations connect to political decisions. One participant related a story of people knocking on his door to ask him about the outdoor wood boiler on his property, and concluded by saying, “*I think that is the*

*kind of thing that promotes it [a move towards renewable energy]*” He picked up on the language used by another participant to say “*You have to keep highlighting that there are alternatives to the cord from the pole*” and put forth the idea of “diversification workshops.” A different participant welcomed this and added the idea of tours of local hydro dam sites, solar panels, geothermal heating or other renewable energy technologies. Another participant was supportive of this idea, and gave the example of a community-owned, ground-mounted solar farm from a neighbouring county as an example to learn from. Near the conclusion of the first focus group, one participant observed “*if you don’t attend something like this [focus group] you get so damned insulated that you can’t see the forest from the trees.*”

## 5.0 Discussion

Our findings suggest residents of the Eastern Ontario Highlands have a strong level of support for alternative ways to generate energy. This is true when the question is framed generally and when specific types different RET in their own backyard are provided as examples. The biggest reason to support alternatives appears to be a general dissatisfaction with rising electricity prices, but there is also a strong interest in harnessing local energy sources. Comments from survey respondents and from focus group discussion show that some see RETs as economic development in an area that is struggling; others see it as part of being well-prepared for disruptions to conventional energy supplies.

In a region where a high proportion of residents use wood to heat their homes, it is perhaps unsurprising that support for wood-based RET was high. There was unanimous agreement in the focus groups for a wood pellet factory, and 68% agreement from survey respondents with those who currently use wood pellet stoves the strongest supporters. For many residents, wood is simply the cheapest and most readily available option, and this fact seems to translate into higher levels of support for biomass energy than has been identified in existing scholarly research, particularly studies coming out of the United Kingdom (Upham & Shackley, 2006; Upham, Shackley, & Waterman, 2007). Wood-pellets garnered a high level of “neutral” responses in the survey. It is unclear if the neutral stance is because few have experience with what a wood pellet factory might look like, or because people are unsure what the pellets would be used for. When the opportunity to discuss the example was given in the focus groups, participants were very enthusiastic about the installation of a wood-pellet boiler at the school. Concerns were raised about the fact that the School Board that manages the installation is assessing wood pellet supply tenders from seven bidders across southern Ontario and into Quebec, none of which manufactures pellets in the study region. If no local pellet supplier emerges in coming years, local attitudes towards this project could quickly change, given how much raw wood product is locally available, and given the large number of residents engaged in forestry.

Residents also strongly supported solar RETs. Positive opinion was high for rooftop installations (87%) and for solar farms (79%), indicating that the technology itself is seen as benign even when prominently visible and taking up a large area (one solar farm south of the study area takes up 40 ha). Early adopters of the microFIT program have been publicized in the local paper, and the technology is easily visible on many roofs along highways in the region. This likely contributes to the high public awareness of the technology, and possibly contributes to the high levels of support with a technology people have become familiar with.

There is some underlying concern related to the price being paid by the provincial power authority for electricity generated by solar photovoltaic technology. Several focus group participants and survey respondents expressed views that the FIT incentive program is wasteful, echoing views often given in mainstream media and by political opposition parties. On the other hand, even with the arguments against solar subsidies circulating in the public sphere, some residents call for even further subsidies to support local RET developments. It was also interesting to observe that wasteful subsidy opinions tended to become moderated in the focus groups when the cost of the nuclear energy option was raised. This may have been due to the high sensitivity and public awareness of Japan's Fukushima nuclear power plant disaster, which was still in its early stages when the focus groups were held and referenced by several participants. This would imply that at least some residents would accept higher priced electricity if it came from "safe", "local" sources. This finding must be regarded as tenuous however as EOH residents show a very strong preference for keeping costs of electricity low. A longitudinal survey of EOH residents with sampling periods that incorporate future changes in electricity rates and in government incentive programs would provide better evidence to fully assess public perceptions of the costs of RET incentives.

One concern about the FIT incentive program that is not widely expressed in media is how the 10 year payback period may be too long for many older residents. Given that rural populations like those in the Eastern Ontario Highlands tend to have higher average ages, this may warrant further reflection by policymakers seeking to offer incentives for renewable energy production in these communities.

Residents were in favour of using falling water to generate electricity, but more so for existing dams versus constructing new dams (73% versus 58%). The greatest barrier that came through in the focus groups was a perceived excessive number of regulatory approvals required to get at the water. There was also concern about changing water levels on recreational activities and fish habitat. Potential hydro project proponents should be prepared to mitigate these concerns with clear communication with residents.

From the second focus group there was great deal of discussion about what would motivate a municipality to pursue a hydro-electric project. Having a partner like a Conservation Authority which has the in-house capacity to perform environmental impact assessments was deemed important, as was creating a number of working demonstration projects in the area to attract risk-averse investors (both public and private) to hydroelectric RETs.

The NIMBY response is a favourite explanation for those who suggest people will oppose any new buildings or new technology close to their property. Relatively few survey respondents expressed the classic NIMBY response (11%). It was indicated most frequently with respect to wind turbines. The higher level of support expressed by lower income individuals is consistent with explanations from van der Horst (2007) and Brannstrom et al. (2011) who find depressed areas in economic decline are more likely to host wind-farms. The proportion of those disagreeing with a wind farm in the region (25%) is in line with the review of surveys carried out by Devine-Wright (2007) who suggest 20% opposition is common. Prior opinion surveys for eastern Ontario are rare. One was carried out for Ontario bird-watchers, a group that is highly sensitive to the impact of wind turbines on birds, and found 22% disagreed with wind energy (Cheskey & Zedan, 2010). Another measure of public response to wind farm development comes from

Hill et al. (2010) who document an increase from 20 to 45 in the number of local groups across Ontario joining the provincial anti-wind organization Wind Concerns Ontario between 2008 and 2010.

Results from both the focus group discussion and the survey suggest seasonal residents of the Eastern Ontario Highlands are a group that resists change to the environmental amenities that directly influence the enjoyment of their properties, specifically lakes and forests. Any development of RET in the region may face opposition from this group, particularly for hydro-electric power and possibly a wood pellet plant. This tension is characteristic of trends towards post-productivism in rural areas like the Eastern Ontario Highlands whereby tourism generates capital tied to idyllic rural representations of landscapes and less wealth is generated from “productive” use of the land such as forestry and mining (Bryant & Johnston, 1992; Ilbery & Bowler, 1998; Woods, 2003). It is a reality that planners should address especially considering the large numbers of seasonal and recreational properties in other rural regions of Ontario experiencing RET developments (e.g. Huron and Bruce Counties) and the strong likelihood of RET expansion elsewhere in North America. However, it would be inaccurate to portray all seasonal residents as anti-RET development. Many cottages are remote and off-grid due to lack of electricity lines; some cottage owners use solar, wind and geothermal power and contribute to an expanding knowledge base of alternative energy production in the EOH region and elsewhere. Further case studies focussed on the views of seasonal residents in rural regions in Ontario and elsewhere could contribute more detailed advice to rural planners.

Overall our findings suggest that residents in the Eastern Ontario Highlands generally hold a positive attitude towards all new RETs and that, at least with respect to solar installations, this positive attitude endures even after RET infrastructure is built. Our suggestion is that planners may be able to foster this attitude by engaging rural residents through participatory planning, through demonstration and with regular consultation of residents (including seasonal cottage owners) during project proposals. Residents are particularly enthusiastic when local resources are used in the development of non-conventional energy options.

## 6.0 Acknowledgements

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**2015-07**

**NEXTERA**



## Patricia Gray

---

**From:** Faiella, Benjamin <Benjamin.Faiella@nexteraenergy.com>  
**Sent:** Thursday, July 02, 2015 4:02 PM  
**To:** Patricia Gray  
**Cc:** Dudek, Derek; Atkinson, Bronwyn  
**Subject:** IESO Forms

Patricia,

Derek said you had some questions about the IESO forms. If you send me what you have, I can confirm if they are correct. Feel free to call me as well. I hope you had a great Canada Day!

561-373-8136

-Ben

Sent from Outlook

## Patricia Gray

---

**From:** Patricia Gray <pgray@addingtonhighlands.ca>  
**Sent:** Thursday, July 02, 2015 4:17 PM  
**To:** 'Faiella, Benjamin'  
**Subject:** RE: IESO Forms  
**Attachments:** DOC070215-07022015161150.pdf

Hi Ben,

I have attached the forms, I did not attach the instruction page or the "blank" page .

Just want to be sure that nothing has changed on these forms, we will include them in the agenda for Monday's Council meeting.

Thanks, Patricia

**From:** Faiella, Benjamin [<mailto:Benjamin.Faiella@nexteraenergy.com>]  
**Sent:** Thursday, July 02, 2015 4:02 PM  
**To:** Patricia Gray  
**Cc:** Dudek, Derek; Atkinson, Bronwyn  
**Subject:** IESO Forms

Patricia,

Derek said you had some questions about the IESO forms. If you send me what you have, I can confirm if they are correct. Feel free to call me as well. I hope you had a great Canada Day!

561-373-8136

-Ben

Sent from Outlook

**Prescribed Template – Municipal Council Support Resolution**

Page 1 of 0

Mar 2015

IESORP/F-LRP/RFP-013r2

Capitalized terms not defined herein have the meaning ascribed to them in the LRP I RFP.

Resolution NO: \_\_\_\_\_ Date: \_\_\_\_\_

**[WHEREAS]:**

1. The Registered Proponent is proposing to develop, construct and operate a Large Renewable Project, with the characteristics outlined in the table below, under the LRP I RFP.

Name of the Large Renewable Project:	Northpoint II Wind Energy Centre
Registered Proponent:	NextEra Canada Development & Acquisitions, Inc.
Renewable Fuel of the Large Renewable Project:	On-Shore Wind
Contract Capacity of the Large Renewable Project <MW>:	200 MW
Description of the Properties within the geographic bounds of the Local Municipality on which the Site and/or Connection Line is located <PIN(s) (if a PIN is not available, use legal description), Grid Cell(s) and/or Waterpower Site Number>:	See Schedule A attached (the "Lands")

2. The Registered Proponent acknowledges that the Large Renewable Project and/or proposed Connection Line, either in whole or in part is to be located on lands under the jurisdiction of The Corporation of the Township of Addington Highlands;
3. The Registered Proponent has requested that the council of The Corporation of the Township of Addington Highlands indicate by resolution their support for the Large Renewable Project and/or proposed Connection Line on the Lands;
4. Pursuant to the LRP I RFP, Proposals that receive the formal support of the local jurisdictional authorities of all the Project Communities in which the Large Renewable Project and proposed Connection Line are being located in the form of a support resolution will be awarded Rated Criteria points for the purpose of ranking the Proposal in relation to other Proposals for a contract under the LRP I RFP; and

**[NOW THEREFORE BE IT RESOLVED THAT]:**

5. The council of The Corporation of the Township of Addington Highlands supports the development, construction and operation of the Large Renewable Project and/or proposed Connection Line on the Lands.
6. This resolution's sole purpose is to enable the Registered Proponent to receive Rated Criteria points under LRP I RFP and may not be used for the purpose of any other form of approval in relation to the Proposal or Large Renewable Project and/or proposed Connection Line or for any other purpose. Rated Criteria points will be used to rank the Registered Proponent's Proposal in relation to other Proposals received by the IESO under the LRP I RFP.

**Prescribed Template – Municipal Council Support Resolution**

Page 2 of 0

Mar 2015

IESORP/F-LRP/FP-013r2

7. Though this resolution may impact the rank of the Registered Proponent's Proposal in relation to other Proposals received by the IESO, it does not guarantee a contract will be offered to the Registered Proponent under the LRP I RFP.

**[DULY RESOLVED BY THE LOCAL MUNICIPALITY]**

on the \_\_\_ day of \_\_\_\_\_, 20\_\_

1.	Name:	Title:
	Signature:	
2.	Name:	Title:
	Signature:	
3.	Name:	Title:
	Signature:	
4.	Name:	Title:
	Signature:	
5.	Name:	Title:
	Signature:	

<Signature lines for elected representatives. At least one signature is required.>

**Prescribed Form – Municipal Agreement**

Page 1 of 1

Mar 2015

IESORP/F-LRP/IRFP-015r2

Name of the Large Renewable Project	<u>Northpoint II Wind Energy Centre</u>
Renewable Fuel of the Large Renewable Project:	<u>On-Shore Wind</u>
Contract Capacity of the Large Renewable Project <MW>:	<u>200 MW</u>

All capitalized terms not defined herein have the meanings ascribed to them in the LRP I RFP;

**WHEREAS** the Registered Proponent intends to submit a Proposal for a Large Renewable Project under the LRP I RFP;

**NOW THEREFORE:**

1. The Registered Proponent acknowledges that it is proposing to develop, construct and operate a Large Renewable Project, with the characteristics outlined in the table above, under the LRP I RFP.
2. The Local Municipality of The Corporation of the Township of Addington Highlands acknowledges that it has entered into a binding agreement with the Registered Proponent in respect of the Large Renewable Project effective on the \_\_\_ day of \_\_\_, 20\_\_.
3. The Registered Proponent and the Local Municipality acknowledge that the binding agreement may be conditional only on the Registered Proponent being awarded an LRP I Contract for the Large Renewable Project.
4. The Registered Proponent and the Local Municipality acknowledge that the Registered Proponent's Proposal may be awarded Rated Criteria points by the IESO under the LRP I RFP where the Registered Proponent and every Project Community completes this Prescribed Form.
5. The Registered Proponent acknowledges that the binding agreement may not be used for the purpose of any other form of approval in relation to the Proposal or the Large Renewable Project or for any other purpose.

Registered Proponent: <u>NextEra Canada Development &amp; Acquisitions, Inc.</u>	Local Municipality: <u>The Corporation of the Township of Addington Highlands</u>
Signature:	Signature:
Name:	Name:
Title:	Title:
I have the authority to bind the Registered Proponent.	I have the authority to bind the Local Municipality.
Dated this ___ day of ___, 20__	Dated this ___ day of ___, 20__

**Patricia Gray**

---

**From:** Faiella, Benjamin <Benjamin.Faiella@nexteraenergy.com>  
**Sent:** Friday, July 03, 2015 1:33 PM  
**To:** Patricia Gray  
**Subject:** Fwd: RE: RE: IESO Forms  
**Attachments:** Prescribed-Form-Municipal-Agreement.docx; Prescribed-Template-Municipal-Council-Support-Resolution.docx

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

Patricia,

These should work.

-Ben



## Instructions for the Prescribed Form – Municipal Agreement

Page i of i

Mar 2015

IESORP/f-LRPIRFP-015r2

This page sets out the instructions for completing the Prescribed Form – Municipal Agreement.

All capitalized terms used in these instructions and the Prescribed Form – Municipal Agreement, unless otherwise stated, have the meanings ascribed to them in the LRP I RFP.

### INFORMATION FOR THE SIGNING PARTIES:

- a. The purpose of this Prescribed Form is to confirm that a binding agreement was reached between the Local Municipality and the Registered Proponent pertaining to the Large Renewable Project. The terms of the agreement are not required to be disclosed in this document. The agreement may be used for the purposes of awarding Rated Criteria points under the LRP I RFP.

### INSTRUCTIONS APPLICABLE TO ALL PRESCRIBED FORMS:

- b. The first page of a Prescribed Form must be marked with the name of the Large Renewable Project that is the subject of the Proposal. The Registered Proponent should use the name given to the Large Renewable Project in the Prescribed Form-Registration Form.
- c. This instruction page is not required to be submitted with the Proposal.
- d. Information provided in each Prescribed Form should be consistent with the information provided in the Proposal.
- e. Where the Prescribed Form has multiple pages, the pages of the Prescribed Form should be kept together in the Proposal in sequential order.
- f. Where a blank field for a section/page reference is provided in a Prescribed Form, enter the section/page reference of the Proposal where the substantiating evidence for that particular item can be found.
- g. Apart from the completion of any blanks, drop down lists, check boxes or similar uncompleted information in a Prescribed Form, no amendments may be made to the wording of a Prescribed Form.
- h. Each Prescribed Form must be completed in its entirety. Fields marked <if applicable> must be completed if applicable to the Proposal. If not applicable, they should be marked "not applicable".
- i. If the signature of the Registered Proponent is required for a Prescribed Form, the Prescribed Form must be signed by a person with authority to bind the Registered Proponent.
- j. With the exception of this instruction page, instructions within a Prescribed Form will be enclosed in brackets.

### INSTRUCTIONS SPECIFIC TO THE PRESCRIBED FORM – MUNICIPAL AGREEMENT:

- k. An original ink signature must be provided on the Prescribed Form – Municipal Agreement included with the hard copy Proposal marked "Original Copy". For clarity, other than the Original Copy, any additional hard copies of this Prescribed Form must be signed but need not be originals (photocopies may be provided as well).

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**Prescribed Form – Municipal Agreement**

Page 1 of 2

Mar 2015

IESORP/f-LRPIRFP-015r2

Name of the Large Renewable Project	<u>Northpoint II Wind Energy Centre</u>
Renewable Fuel of the Large Renewable Project:	<u>On-Shore Wind</u>
Contract Capacity of the Large Renewable Project <MW>:	<u>Up to 200MW</u>

All capitalized terms not defined herein have the meanings ascribed to them in the LRP I RFP;

**WHEREAS** the Registered Proponent intends to submit a Proposal for a Large Renewable Project under the LRP I RFP;

**NOW THEREFORE:**

1. The Registered Proponent acknowledges that it is proposing to develop, construct and operate a Large Renewable Project, with the characteristics outlined in the table above, under the LRP I RFP.
2. The Local Municipality of The Corporation of the Township of Addington Highlands acknowledges that it has entered into a binding agreement with the Registered Proponent in respect of the Large Renewable Project effective on the \_\_ day of \_\_\_\_, 20\_\_.
3. The Registered Proponent and the Local Municipality acknowledge that the binding agreement may be conditional only on the Registered Proponent being awarded an LRP I Contract for the Large Renewable Project.
4. The Registered Proponent and the Local Municipality acknowledge that the Registered Proponent's Proposal may be awarded Rated Criteria points by the IESO under the LRP I RFP where the Registered Proponent and every Project Community completes this Prescribed Form.
5. The Registered Proponent acknowledges that the binding agreement may not be used for the purpose of any other form of approval in relation to the Proposal or the Large Renewable Project or for any other purpose.

Registered Proponent: <u>Northpoint II Wind, LP</u> by <u>Northpoint II Wind GP, Inc., its General Partner</u>	Local Municipality: <u>The Corporation of the Township of Addington Highlands</u>
Signature:	Signature:
Name:	Name:
Title:	Title:
I have the authority to bind the Registered Proponent.	I have the authority to bind the Local Municipality.
Dated this __ day of ____, 20__	Dated this __ day of ____, 20__



Independent Electricity  
System Operator

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

T 416-967-7474  
F 416-967-1947  
www.ieso.ca

**Prescribed Form – Municipal Agreement**

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Mar 2015

IESORP/f-LRPIRFP-015r2

## Instructions for the Prescribed Template – Municipal Council Support Resolution

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Mar 2015

IESORP/f-LRPIRFP-013r2

This page sets out the instructions for completing the Prescribed Template – Municipal Council Support Resolution.

All capitalized terms used in these instructions and the Prescribed Template – Municipal Council Support Resolution, unless otherwise stated, have the meanings ascribed to them in the LRP I RFP.

### INFORMATION FOR THE SIGNING PARTIES:

- a. The purpose of this Prescribed Template is to provide a template for a Local Municipality to provide support for a Large Renewable Project and/or proposed Connection Line which is proposed to be located in the Local Municipality. The support will be shown in the form of a resolution and which may be used for the purposes of awarding Rated Criteria points under the LRP I RFP.

### INSTRUCTIONS APPLICABLE TO THE PRESCRIBED TEMPLATE – MUNICIPAL COUNCIL SUPPORT RESOLUTION:

- b. This instruction page is not required to be submitted with the Proposal.
- c. Information provided in each Prescribed Template must be consistent with the information provided in the Proposal.
- d. Where the Municipal Council Support Resolution has multiple pages, the pages of the Municipal Council Support Resolution should be kept together in the Proposal in sequential order.
- e. Words in between square brackets (i.e. “[” and “]”) are immaterial to the intent of the Prescribed Template and may be modified to follow standard procedure of the issuing body. Wording not contained within square brackets must not be changed for the Proposal to be awarded Rated Criteria points.
- f. The entirety of the Prescribed Template (all blanks) must be completed in order for the Proposal to be awarded Rated Criteria points, and the Prescribed Templates must be signed to be considered complete.
- g. With the exception of this instruction page, instructions within a Prescribed Template will be enclosed in brackets.
- h. An original ink signature must be provided on the Prescribed Template – Municipal Council Support Resolution included with the hard copy Proposal marked "Original Copy". For clarity, other than the Original Copy, any additional hard copies of this Prescribed Template must be signed but need not be originals (photocopies may be provided as well).
- i. The Local Municipality has the option of drafting the Prescribed Template – Municipal Council Support Resolution on the council letterhead. The language of the Municipal Council Support Resolution must be the same as shown in the Prescribed Template – Municipal Council Support Resolution in order for the Proposal to obtain Rated Criteria points. The IESO will not award Rated Criteria points if the resolution includes additional conditions or delegation of authority to staff for additional approvals.

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**Prescribed Template – Municipal Council Support Resolution**

Page 1 of 2

Mar 2015

IESORP/f-LRPIRFP-013r2

Capitalized terms not defined herein have the meaning ascribed to them in the LRP I RFP.

Resolution NO: \_\_\_\_\_ Date: \_\_\_\_\_

**[WHEREAS]:**

1. The Registered Proponent is proposing to develop, construct and operate a Large Renewable Project, with the characteristics outlined in the table below, under the LRP I RFP.

Name of the Large Renewable Project:	<u>Northpoint II Wind Energy Centre</u>
Registered Proponent:	<u>Northpoint II Wind, LP</u>
Renewable Fuel of the Large Renewable Project:	<u>On-Shore Wind</u>
Contract Capacity of the Large Renewable Project <MW>:	<u>Up to 200MW</u>
Description of the Properties within the geographic bounds of the Local Municipality on which the Site and/or Connection Line is located <PIN(s) (if a PIN is not available, use legal description), Grid Cell(s) and/or Waterpower Site Number>:	<u>See Schedule A attached (the "Lands")</u>

2. The Registered Proponent acknowledges that the Large Renewable Project and/or proposed Connection Line, either in whole or in part is to be located on lands under the jurisdiction of The Corporation of the Township of Addington Highlands;
3. The Registered Proponent has requested that the council of The Corporation of the Township of Addington Highlands indicate by resolution their support for the Large Renewable Project and/or proposed Connection Line on the Lands;
4. Pursuant to the LRP I RFP, Proposals that receive the formal support of the local jurisdictional authorities of all the Project Communities in which the Large Renewable Project and proposed Connection Line are being located in the form of a support resolution will be awarded Rated Criteria points for the purpose of ranking the Proposal in relation to other Proposals for a contract under the LRP I RFP; and

**NOW THEREFORE BE IT RESOLVED THAT:**

5. The council of The Corporation of the Township of Addington Highlands supports the development, construction and operation of the Large Renewable Project and/or proposed Connection Line on the Lands.
6. This resolution's sole purpose is to enable the Registered Proponent to receive Rated Criteria points under LRP I RFP and may not be used for the purpose of any other form of approval in relation to the Proposal or Large Renewable Project and/or proposed Connection Line or for any other purpose. Rated Criteria points will be used to rank the Registered Proponent's Proposal in relation to other Proposals received by the IESO under the LRP I RFP.

**Prescribed Template – Municipal Council Support Resolution**

Page 2 of 2

Mar 2015

IESORP/f-LRPIRFP-013r2

7. Though this resolution may impact the rank of the Registered Proponent's Proposal in relation to other Proposals received by the IESO, it does not guarantee a contract will be offered to the Registered Proponent under the LRP I RFP.

**DULY RESOLVED BY THE CORPORATION OF THE TOWNSHIP OF ADDINGTON HIGHLANDS**

on the \_\_ day of \_\_\_\_, 20\_\_

1.	Name:	Title:
	Signature:	
2.	Name:	Title:
	Signature:	
3.	Name:	Title:
	Signature:	
4.	Name:	Title:
	Signature:	
5.	Name:	Title:
	Signature:	

<Signature lines for elected representatives. At least one signature is required.>



## Patricia Gray

---

**From:** Faiella, Benjamin <Benjamin.Faiella@nexteraenergy.com>  
**Sent:** Friday, July 03, 2015 3:51 PM  
**To:** Patricia Gray  
**Subject:** RE: RE: RE: IESO Forms

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

Patricia,

My phone is back in business. Can you give me a call?

561-373-8136

Sent from Outlook

On Fri, Jul 3, 2015 at 11:32 AM -0700, "Patricia Gray" <[pgray@addingtonhighlands.ca](mailto:pgray@addingtonhighlands.ca)> wrote:

This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email.

Hi Ben,

As we were discussing here are a few items that we would like to see addressed in the Vibrancy Agreement.

Light Mitigation: Automatic Aviation Detection Systems would be preferred so that the lights can remain off if there is no air traffic.

Zone Payment: Adjacent owners to lands with turbine installations would receive compensation for the impact of turbines.

Setbacks: Increased setbacks from noise receptors

Upfront Payment: We had considered upfront payment of most of the funds instead of waiting 20 years, Ben Greenhouse spoke to this and explained why annual payments work better, however, if Nextera could also provide an upfront consideration at start of construction so that the community could see some benefit before the project commences it would be preferred.

Council spoke to Ben Greenhouse about these items at the meeting but did not actually require a formal response; however, if you would like to speak to these items on Monday, that would be fine.

Thank you and have a great 4<sup>th</sup> of July.

Patricia

**From:** Faiella, Benjamin [<mailto:Benjamin.Faiella@nexteraenergy.com>]  
**Sent:** Friday, July 03, 2015 1:33 PM

**To:** Patricia Gray

**Subject:** Fwd: RE: RE: IESO Forms

Patricia,

These should work.

-Ben

## Patricia Gray

---

**From:** Patricia Gray <pgray@addingtonhighlands.ca>  
**Sent:** Thursday, July 16, 2015 2:32 PM  
**To:** Faiella, Benjamin (Benjamin.Faiella@nexteraenergy.com)  
**Cc:** clerk@addingtonhighlands.ca  
**Subject:** Northpoint II Wind Project

Hello Ben,

A motion is being brought forward on Monday by Councilor Fritsch which essentially does not declare Addington Highlands as a "unwilling host" but to take more time to make a decision and therefore not support the project at this time. Council would then take the next 10 months to do their "due diligence" and obtain further information that they require.

The motion says that it is expected that if the project is not approved, you will apply again in 2016.

Further to the above Reeve Hogg has asked that we contact the companies to see if you would be willing to hold off for a year in order to give Council more time to consider and research the project.

Thank you,

*Patricia Gray*

Planning & Development Administrative Assistant

Township of Addington Highlands  
P.O. Box 89, 72 Edward Street  
Flinton ON K0H 1P0  
Tel. 613-336-2286, ext 202  
Fax. 613-336-2847  
[www.addingtonhighlands.ca](http://www.addingtonhighlands.ca)

## Patricia Gray

---

**From:** Patricia Gray <pgray@addingtonhighlands.ca>  
**Sent:** Tuesday, July 21, 2015 1:00 PM  
**To:** Faiella, Benjamin (Benjamin.Faiella@nexteraenergy.com)  
**Subject:** Road Use Agreement

Hi Ben,

Just to follow up, as mentioned last night we will have Tony Fleming assist with final negotiations including a road use agreement.

We have provided your contact information to Mr. Fleming and advised that you have a template or draft road use agreement for Northpoint II. He will likely contact you for that agreement so that he can review and provide comments.

Thanks and have a good day,

*Patricia Gray*

Planning & Development Administrative Assistant

Township of Addington Highlands  
P.O. Box 89, 72 Edward Street  
Flinton ON K0H 1P0  
Tel. 613-336-2286, ext 202  
Fax. 613-336-2847  
[www.addingtonhighlands.ca](http://www.addingtonhighlands.ca)

## Patricia Gray

---

**From:** Dudek, Derek <Derek.Dudek@nexteraenergy.com>  
**Sent:** Wednesday, July 22, 2015 2:17 PM  
**To:** Patricia Gray  
**Cc:** Faiella, Benjamin  
**Subject:** RE: Northpoint 2 - Municipal Meeting Confirmation Form

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

Thanks Patricia,  
I believe we dated it for July 20<sup>th</sup> which can stay the same. The real important thing is that we get original signatures for all of council and the CAO on that third page given that they were all in attendance at the July 20 meeting.

Derek  
519.318.0237

**From:** Patricia Gray [<mailto:pgray@addingtonhighlands.ca>]  
**Sent:** Wednesday, July 22, 2015 2:14 PM  
**To:** Dudek, Derek  
**Subject:** RE: Northpoint 2 - Municipal Meeting Confirmation Form

This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email.

Hi Derek,  
Yes, the confirmation form will be ready at the Aug. 4<sup>th</sup> meeting.  
We gave Ben Faiella's contact info to our solicitor – Tony Fleming and I believe he is contacting Ben ( he may have already tried) and will arrange time to finalize the Vibrancy Agreement.  
Hopefully all the documents will be ready to be approved Aug 4<sup>th</sup>.  
What did you say about the dates on the form, can we date it current for signatures but have the meeting date reflect the date you came to Council originally?  
Thanks,  
Patricia

**From:** Dudek, Derek [<mailto:Derek.Dudek@nexteraenergy.com>]  
**Sent:** Wednesday, July 22, 2015 9:36 AM  
**To:** Patricia Gray  
**Subject:** Northpoint 2 - Municipal Meeting Confirmation Form

Hi Patricia,  
Can you remind me when you said we could get the signed copy of the Municipal Meeting Confirmation form. I can't recall what you said after you tried to collect them after the meeting.  
Were we going to have to wait till August 4<sup>th</sup> now?

Derek Dudek | Community Relations Consultant  
NextEra Energy Canada, LP  
390 Bay Street, Suite 1720, Toronto Ontario M5H 2Y2

office: 416.364.9714 ext 5663

mobile: 519.318.0237

[derek.dudek@nexteraenergy.com](mailto:derek.dudek@nexteraenergy.com)

## Patricia Gray

---

**From:** Patricia Gray <pgray@addingtonhighlands.ca>  
**Sent:** Wednesday, July 22, 2015 5:33 PM  
**To:** 'Faiella, Benjamin'  
**Cc:** clerk@addingtonhighlands.ca  
**Subject:** RE: Northpoint II Site Considerations

That's great, thanks.

**From:** Faiella, Benjamin [mailto:Benjamin.Faiella@nexteraenergy.com]  
**Sent:** Wednesday, July 22, 2015 5:29 PM  
**To:** Patricia Gray  
**Subject:** RE: Northpoint II Site Considerations

Yes. We're meeting him in Kingston tomorrow to work on the agreement.

Sent from Outlook

On Wed, Jul 22, 2015 at 2:25 PM -0700, "Patricia Gray" <pgray@addingtonhighlands.ca> wrote:

This is an EXTERNAL email. Exercise caution, DO NOT open attachments or click links from unknown senders or unexpected email.

Thanks Ben,  
Did Tony Fleming (solicitor) reach you, we gave him your contact info?  
Patricia

**From:** Faiella, Benjamin [mailto:Benjamin.Faiella@nexteraenergy.com]  
**Sent:** Wednesday, July 22, 2015 5:13 PM  
**To:** clerk@addingtonhighlands.ca; pgray@addingtonhighlands.ca  
**Cc:** Wiley, Al; Greenhouse, Ben; Atkinson, Bronwyn; Dudek, Derek; Bird, Joselen  
**Subject:** Northpoint II Site Considerations  
**Importance:** High

Christine and Patricia,

The Site Considerations Information and the background report for the Northpoint II project have been posted to the project website in advance of the Open House on August 8<sup>th</sup>. Please let me know if you have any questions. We will also send you a paper copy as well.

<http://www.nexteraenergycanada.com/projects/northpoint2.shtml>

Respectfully,

Ben Faiella  
Project Manager  
Wind Development – Canada



CANADA

700 Universe Blvd. FEW/JB

Juno Beach, Florida 33408

Office: (561) 304-5237

Mobile: (561) 373-8136

[benjamin.faiella@nexteraenergy.com](mailto:benjamin.faiella@nexteraenergy.com)



## Patricia Gray

---

**From:** Dudek, Derek <Derek.Dudek@nexteraenergy.com>  
**Sent:** Monday, July 27, 2015 9:02 PM  
**To:** pgray@addingtonhighlands.ca; Atkinson, Bronwyn  
**Subject:** RE: Northpoint 2 - Municipal Meeting Confirmation Form

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

Bronwyn,  
Can you update the MMC for Patricia in Addington Highlands as per her request below?

Derek  
519-318-0237  
[derek.dudek@nexteraenergy.com](mailto:derek.dudek@nexteraenergy.com)

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

**From:** Patricia Gray [pgray@addingtonhighlands.ca]  
**Received:** Monday, 27 Jul 2015, 6:00PM  
**To:** Dudek, Derek [Derek.Dudek@nexteraenergy.com]  
**Subject:** RE: Northpoint 2 - Municipal Meeting Confirmation Form

This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email.

Hi Derek,  
We would prefer the form have the date of July 6, 15 since your Company was a delegation that day. Can you provide us a new form with the July 6th date.  
Thanks,  
Patricia

**From:** Dudek, Derek [mailto:Derek.Dudek@nexteraenergy.com]  
**Sent:** Wednesday, July 22, 2015 2:17 PM  
**To:** Patricia Gray  
**Cc:** Faiella, Benjamin  
**Subject:** RE: Northpoint 2 - Municipal Meeting Confirmation Form

Thanks Patricia,  
I believe we dated it for July 20<sup>th</sup> which can stay the same. The real important thing is that we get original signatures for all of council and the CAO on that third page given that they were all in attendance at the July 20 meeting.

Derek  
519.318.0237

**From:** Patricia Gray [mailto:pgray@addingtonhighlands.ca]  
**Sent:** Wednesday, July 22, 2015 2:14 PM  
**To:** Dudek, Derek  
**Subject:** RE: Northpoint 2 - Municipal Meeting Confirmation Form

This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email.

---

Hi Derek,

Yes, the confirmation form will be ready at the Aug. 4<sup>th</sup> meeting.

We gave Ben Faiella's contact info to our solicitor – Tony Fleming and I believe he is contacting Ben ( he may have already tried) and will arrange time to finalize the Vibrancy Agreement.

Hopefully all the documents will be ready to be approved Aug 4<sup>th</sup>.

What did you say about the dates on the form, can we date it current for signatures but have the meeting date reflect the date you came to Council originally?

Thanks,

Patricia

**From:** Dudek, Derek [<mailto:Derek.Dudek@nexteraenergy.com>]

**Sent:** Wednesday, July 22, 2015 9:36 AM

**To:** Patricia Gray

**Subject:** Northpoint 2 - Municipal Meeting Confirmation Form

Hi Patricia,

Can you remind me when you said we could get the signed copy of the Municipal Meeting Confirmation form. I can't recall what you said after you tried to collect them after the meeting.

Were we going to have to wait till August 4<sup>th</sup> now?

**Derek Dudek** | Community Relations Consultant

**NextEra Energy Canada, LP**

390 Bay Street, Suite 1720, Toronto Ontario M5H 2Y2

office: 416.364.9714 ext 5663

mobile: 519.318.0237

[derek.dudek@nexteraenergy.com](mailto:derek.dudek@nexteraenergy.com)

## Patricia Gray

---

**From:** Faiella, Benjamin <Benjamin.Faiella@nexteraenergy.com>  
**Sent:** Thursday, July 30, 2015 9:20 AM  
**To:** Patricia Gray  
**Cc:** Dudek, Derek  
**Subject:** RE: Mississippi Madawaska Land Trust

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

Thank you for the information, Patricia. We will take a look at this and put together a response.

Respectfully,

Ben Faiella  
Project Director  
Wind Development – Canada



700 Universe Blvd. FEW/JB  
Juno Beach, Florida 33408  
Office: (561) 304-5237  
Mobile: (561) 373-8136  
[benjamin.faiella@nexteraenergy.com](mailto:benjamin.faiella@nexteraenergy.com)

**From:** Patricia Gray [<mailto:pgray@addingtonhighlands.ca>]  
**Sent:** Wednesday, July 29, 2015 8:51 PM  
**To:** Faiella, Benjamin  
**Subject:** Mississippi Madawaska Land Trust

This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email.

Hi Ben,

I spoke with a lady from the MMLT and told her I would forward a letter that the trust sent to the Municipality. I have sent the information to Jason as well since he and I spoke about this parcel quite some time ago. You may receive a letter from Bethany Armstrong or the land trust as well.

I have attached the letter and listed the lots and concessions involved, they recently acquired more area and the lots are included in this info. These lots are in the Rose Hill area.

Con 8, Pt Lt 10 & 11  
Con 9 Pt Lt 9 & 10  
Con 7 North Pt Lot 11  
Con 7 lot 12

Thanks,

*Patricia Gray*

Planning & Development Administrative Assistant

Township of Addington Highlands

P.O. Box 89, 72 Edward Street

Flinton ON K0H 1P0

Tel. 613-336-2286, ext 202

Fax. 613-336-2847

[www.addingtonhighlands.ca](http://www.addingtonhighlands.ca)

## Patricia Gray

---

**From:** Faiella, Benjamin <Benjamin.Faiella@nexteraenergy.com>  
**Sent:** Friday, July 31, 2015 2:52 PM  
**To:** Patricia Gray  
**Cc:** Dudek, Derek; Wiley, Al; Atkinson, Bronwyn; Greenhouse, Ben  
**Subject:** RE: IESO Forms

Patricia,

Ignore the form with the date change. We'll leave it July 6<sup>th</sup>.

Respectfully,

Ben Faiella  
Project Director  
Wind Development – Canada



700 Universe Blvd. FEW/JB  
Juno Beach, Florida 33408  
Office: (561) 304-5237  
Mobile: (561) 373-8136  
[benjamin.faiella@nexteraenergy.com](mailto:benjamin.faiella@nexteraenergy.com)

**From:** Faiella, Benjamin  
**Sent:** Friday, July 31, 2015 2:44 PM  
**To:** 'Patricia Gray'  
**Cc:** Dudek, Derek; Wiley, Al; Atkinson, Bronwyn; Greenhouse, Ben  
**Subject:** RE: IESO Forms

Patricia,

- I have updated the Municipal Meeting Form to include the venue in Denbigh and updated the date to August 4<sup>th</sup>.
- We are putting together Schedule A now for the Support Resolution, which is just the list of PINs and Grid Cells that we have been showing in our meetings.
- Do we need to bring executed signature pages with us for the agreements or are you ok with us providing them later?

Respectfully,

Ben Faiella  
Project Director  
Wind Development – Canada

## Patricia Gray

---

**From:** Patricia Gray <pgray@addingtonhighlands.ca>  
**Sent:** Friday, July 31, 2015 4:19 PM  
**To:** 'Faiella, Benjamin'  
**Subject:** RE: IESO Forms

Hi Ben,  
Yes I think it would be best to bring the executed signature pages.  
Thank you,

*Patricia Gray*

Planning & Development Administrative Assistant

Township of Addington Highlands  
P.O. Box 89, 72 Edward Street  
Flinton ON K0H 1P0  
Tel. 613-336-2286, ext 202  
Fax. 613-336-2847  
[www.addingtonhighlands.ca](http://www.addingtonhighlands.ca)

**From:** Faiella, Benjamin [<mailto:Benjamin.Faiella@nexteraenergy.com>]  
**Sent:** Friday, July 31, 2015 2:44 PM  
**To:** Patricia Gray  
**Cc:** Dudek, Derek; Wiley, Al; Atkinson, Bronwyn; Greenhouse, Ben  
**Subject:** RE: IESO Forms

Patricia,

- I have updated the Municipal Meeting Form to include the venue in Denbigh and updated the date to August 4<sup>th</sup>.
- We are putting together Schedule A now for the Support Resolution, which is just the list of PINs and Grid Cells that we have been showing in our meetings.
- Do we need to bring executed signature pages with us for the agreements or are you ok with us providing them later?

Respectfully,

Ben Faiella  
Project Director  
Wind Development – Canada



700 Universe Blvd. FEW/JB  
Juno Beach, Florida 33408

Office: (561) 304-5237  
Mobile: (561) 373-8136  
[benjamin.faiella@nexteraenergy.com](mailto:benjamin.faiella@nexteraenergy.com)

**From:** Patricia Gray [<mailto:pgray@addingtonhighlands.ca>]  
**Sent:** Friday, July 31, 2015 11:17 AM  
**To:** Faiella, Benjamin  
**Subject:** FW: IESO Forms

This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email.

Hi Ben,  
We also have the prescribed form, Municipal Agreement; see attached  
Thanks, Patrica

**From:** Patricia Gray [<mailto:pgray@addingtonhighlands.ca>]  
**Sent:** Friday, July 31, 2015 9:54 AM  
**To:** 'Faiella, Benjamin'  
**Subject:** RE: IESO Forms

Hi Ben,  
These are the forms that we are planning to use, let me know if there is anything different.  
Thanks,  
Patricia

**From:** Faiella, Benjamin [<mailto:Benjamin.Faiella@nexteraenergy.com>]  
**Sent:** Thursday, July 30, 2015 9:20 AM  
**To:** [pgray@addingtonhighlands.ca](mailto:pgray@addingtonhighlands.ca); [clerk@addingtonhighlands.ca](mailto:clerk@addingtonhighlands.ca)  
**Cc:** Dudek, Derek; Greenhouse, Ben  
**Subject:** IESO Forms

Christine and Patricia,

I hope both of you are having a great week. In anticipation of the Council meeting next week, would you mind sending me the forms you have for execution by the municipality so that we can make sure everything has been filled out correctly?

Respectfully,

Ben Faiella  
Project Director  
Wind Development – Canada



700 Universe Blvd. FEW/JB  
Juno Beach, Florida 33408  
Office: (561) 304-5237

Mobile: (561) 373-8136

[benjamin.faiella@nexteraenergy.com](mailto:benjamin.faiella@nexteraenergy.com)



**2015-08**

**NEXTERA**



## Patricia Gray

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**From:** Patricia Gray <pgray@addingtonhighlands.ca>  
**Sent:** Wednesday, August 05, 2015 11:21 AM  
**To:** Faiella, Benjamin (Benjamin.Faiella@nexteraenergy.com)  
**Subject:** Prescribed Forms  
**Attachments:** Prescribed-Form-Municipal-Meeting-Confirmation Addington Highlands (3) july 6  
15.docx

---

Hi Ben,  
I have reprinted the meeting confirmation form, I have changed the signing date – the meeting date is still July 6, 15 but the signature date is Aug. 4, 15. I think it just tidy's it up, let me know if that works for you, Reeve Hogg will be in today and will sign again.  
The Resolution number for the Council Support Resolution is 426/15.  
Thanks,

*Patricia Gray*

Planning & Development Administrative Assistant

Township of Addington Highlands  
P.O. Box 89, 72 Edward Street  
Flinton ON K0H 1P0  
Tel. 613-336-2286, ext 202  
Fax. 613-336-2847  
[www.addingtonhighlands.ca](http://www.addingtonhighlands.ca)

## Instructions for the Prescribed Form – Municipal Meeting Confirmation

Page 1 of 1

Mar 2015

IESORP/f-LRPIRFP-011r2

This page sets out the instructions for completing the Prescribed Form – Municipal Meeting Confirmation.

All capitalized terms used in these instructions and the Prescribed Form – Municipal Meeting Confirmation, unless otherwise stated, have the meanings ascribed to them in the LRP I RFP.

### INFORMATION FOR THE SIGNING PARTIES:

- a. The purpose of this Prescribed Form is to confirm a meeting has been held between the Registered Proponent and representatives of the Local Municipality to discuss the Large Renewable Project and/or proposed Connection Line described below. This Prescribed Form is used to satisfy requirements in the LRP I RFP and does not constitute an agreement, approval or contract.

### INSTRUCTIONS APPLICABLE TO ALL PRESCRIBED FORMS:

- b. The first page of a Prescribed Form must be marked with the name of the Large Renewable Project that is the subject of the Proposal. The Registered Proponent should use the name given to the Large Renewable Project in the Prescribed Form – Registration Form.
- c. This instruction page is not required to be submitted with the Proposal.
- d. Information provided in each Prescribed Form should be consistent with the information provided in the Proposal.
- e. Where the Prescribed Form has multiple pages, the pages of the Prescribed Form should be kept together in the Proposal in sequential order.
- f. Where a blank field for a section/page reference is provided in a Prescribed Form, enter the section/page reference of the Proposal where the substantiating evidence for that particular item can be found.
- g. Apart from the completion of any blanks, drop down lists, check boxes or similar uncompleted information in a Prescribed Form, no amendments may be made to the wording of a Prescribed Form.
- h. Each Prescribed Form must be completed in its entirety. Fields marked <if applicable> must be completed if applicable to the Proposal. If not applicable, they should be marked "not applicable".
- i. If the signature of the Registered Proponent is required for a Prescribed Form, the Prescribed Form must be signed by a person with authority to bind the Registered Proponent.
- j. With the exception of this instruction page, instructions within a Prescribed Form will be enclosed in brackets.

### INSTRUCTIONS SPECIFIC TO THE PRESCRIBED FORM – MUNICIPAL MEETING CONFIRMATION:

- k. An original ink signature must be provided on the Prescribed Form – Municipal Meeting Confirmation included with the hard copy Proposal marked "Original Copy". For clarity, other than the Original Copy, any additional hard copies of this Prescribed Form must be signed but need not be originals (photocopies may be provided as well).

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**Prescribed Form – Municipal Meeting Confirmation**

Page 1 of 3

Mar 2015

IESORP/f-LRP/RFP-011r2

Name of the Large Renewable Project:	<u>Northpoint II Wind Energy Centre</u>
Registered Proponent:	<u>Northpoint II Wind, LP</u>
Renewable Fuel of the Large Renewable Project:	<u>On-Shore Wind</u>
Contract Capacity of the Large Renewable Project <MW>:	<u>Up to 200 MW</u>

Capitalized terms not defined herein have the meanings ascribed to them in the LRP/RFP.

The Local Municipality confirms to the IESO the following:

1. I am the/an Reeve of the Township of Addington Highlands (the "**Local Municipality**") and have the delegated authority to provide this confirmation on behalf of the Local Municipality and without personal liability.
2. The Registered Proponent has advised the Local Municipality that it proposes to develop, construct and operate a Large Renewable Project and/or proposed Connection Line, with the characteristics outlined in the table above, under the LRP/RFP.
3. On the 6 day of July, 2015, at Flinton Ontario, the Registered Proponent held a meeting with representatives of the Local Municipality to discuss the particulars of the Large Renewable Project and/or proposed Connection Line (the "**Meeting**").
4. Representatives of the Local Municipality that attended the Meeting are listed in Exhibit A.

Local Municipality: <u>The Corporation of the Township of Addington Highlands</u>
Signature:
Name:
Title:
I have the authority to sign on behalf of the Local Municipality.
Dated this <u>4</u> day of <u>August</u> , <u>2015</u>

**Prescribed Form – Municipal Meeting Confirmation**

Page 2 of 3

Mar 2015

IESORP/f-LRPIRFP-011r2

The Registered Proponent acknowledges that this confirmation:

1. is not an approval by the Local Municipality of the proposed Large Renewable Project and/or Connection Line;
2. is not a promise by the Local Municipality to host the proposed Large Renewable Project and/or Connection Line;
3. is not a contract and cannot be relied upon by the Registered Proponent, IESO or any third party as containing any promises by the Local Municipality; and
4. is only for the purpose of the Registered Proponent satisfying section 3.2.5(b) of the LRP I RFP and for no other purpose.

Registered Proponent: <u>Northpoint II Wind, LP</u>
Signature:
Name: Benjamin Greenhouse
Title: Assistant Vice President
I have the authority to bind the Registered Proponent.
Dated this ___ day of _____, 20__

**EXHIBIT A**

**REPRESENTATIVES OF THE LOCAL MUNICIPALITY THAT ATTENDED THE MEETING**

<This Exhibit can be duplicated as needed to accommodate additional signatures.>

Name and title of representative from the Local Municipality

Name and title of representative from the Local Municipality

Name and title of representative from the Local Municipality

Name and title of representative from the Local Municipality

Name and title of representative from the Local Municipality

Name and title of representative from the Local Municipality

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Name and title of representative from the Local Municipality

Name and title of representative from the Local Municipality

Name and title of representative from the Local Municipality

Name and title of representative from the Local Municipality

## Patricia Gray

---

**From:** Faiella, Benjamin <Benjamin.Faiella@nexteraenergy.com>  
**Sent:** Thursday, August 06, 2015 9:27 AM  
**To:** pgray@addingtonhighlands.ca  
**Cc:** Dudek, Derek  
**Subject:** Northpoint II Prescribed Forms  
**Attachments:** Prescribed-Template-Municipal-Council-Support-Resolution.docx; Prescribed-Form-Municipal-Agreement.docx; Prescribed-Form-Municipal-Meeting-Confirmation Addington Highlands (3) j....docx

**Importance:** High

Hi Patricia,

As we discussed earlier, please make the following corrections to the IESO prescribed forms. The correct forms are attached.

- Municipal Council Support Resolution
  - Print two copies of Page 1 (the Registered Proponent was incorrect, the signature page is unchanged)
  - Add the resolution number at the top of Page 1
- Municipal Agreement
  - Print 2 copies (the Registered Proponent was wrong)
  - Please ask Reeve Hogg to execute both copies
- Municipal Meeting Confirmation
  - Print two copies of Pages 1 and 2 (these are the date clean-ups you emailed us this yesterday morning)
  - Page 3 will remain unchanged.

As we discussed, we will counter sign these documents as soon as Ben Greenhouse is back in the office and courier an original copy of each back to you next week.

Also, I will be by around 2:00 PM today if that works for you.

Respectfully,

Ben Faiella  
Project Director  
Wind Development – Canada



700 Universe Blvd. FEW/JB  
Juno Beach, Florida 33408  
Office: (561) 304-5237  
Mobile: (561) 373-8136  
[benjamin.faiella@nexteraenergy.com](mailto:benjamin.faiella@nexteraenergy.com)



## Instructions for the Prescribed Template – Municipal Council Support Resolution

Page i of i

Mar 2015

IESORP/f-LRPIRFP-013r2

This page sets out the instructions for completing the Prescribed Template – Municipal Council Support Resolution.

All capitalized terms used in these instructions and the Prescribed Template – Municipal Council Support Resolution, unless otherwise stated, have the meanings ascribed to them in the LRP I RFP.

### INFORMATION FOR THE SIGNING PARTIES:

- a. The purpose of this Prescribed Template is to provide a template for a Local Municipality to provide support for a Large Renewable Project and/or proposed Connection Line which is proposed to be located in the Local Municipality. The support will be shown in the form of a resolution and which may be used for the purposes of awarding Rated Criteria points under the LRP I RFP.

### INSTRUCTIONS APPLICABLE TO THE PRESCRIBED TEMPLATE – MUNICIPAL COUNCIL SUPPORT RESOLUTION:

- b. This instruction page is not required to be submitted with the Proposal.
- c. Information provided in each Prescribed Template must be consistent with the information provided in the Proposal.
- d. Where the Municipal Council Support Resolution has multiple pages, the pages of the Municipal Council Support Resolution should be kept together in the Proposal in sequential order.
- e. Words in between square brackets (i.e. “[” and “]”) are immaterial to the intent of the Prescribed Template and may be modified to follow standard procedure of the issuing body. Wording not contained within square brackets must not be changed for the Proposal to be awarded Rated Criteria points.
- f. The entirety of the Prescribed Template (all blanks) must be completed in order for the Proposal to be awarded Rated Criteria points, and the Prescribed Templates must be signed to be considered complete.
- g. With the exception of this instruction page, instructions within a Prescribed Template will be enclosed in brackets.
- h. An original ink signature must be provided on the Prescribed Template – Municipal Council Support Resolution included with the hard copy Proposal marked "Original Copy". For clarity, other than the Original Copy, any additional hard copies of this Prescribed Template must be signed but need not be originals (photocopies may be provided as well).
- i. The Local Municipality has the option of drafting the Prescribed Template – Municipal Council Support Resolution on the council letterhead. The language of the Municipal Council Support Resolution must be the same as shown in the Prescribed Template – Municipal Council Support Resolution in order for the Proposal to obtain Rated Criteria points. The IESO will not award Rated Criteria points if the resolution includes additional conditions or delegation of authority to staff for additional approvals.

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**Prescribed Template – Municipal Council Support Resolution**

Page 1 of 2

Mar 2015

IESORP/f-LRPIRFP-013r2

Capitalized terms not defined herein have the meaning ascribed to them in the LRP I RFP.

Resolution NO: \_\_\_\_\_ Date: \_\_\_\_\_

**[WHEREAS]:**

1. The Registered Proponent is proposing to develop, construct and operate a Large Renewable Project, with the characteristics outlined in the table below, under the LRP I RFP.

Name of the Large Renewable Project:	<u>Northpoint II Wind Energy Centre</u>
Registered Proponent:	<u>Northpoint II Wind, LP</u>
Renewable Fuel of the Large Renewable Project:	<u>On-Shore Wind</u>
Contract Capacity of the Large Renewable Project <MW>:	<u>Up to 200MW</u>
Description of the Properties within the geographic bounds of the Local Municipality on which the Site and/or Connection Line is located <PIN(s) (if a PIN is not available, use legal description), Grid Cell(s) and/or Waterpower Site Number>:	<u>See Schedule A attached (the "Lands")</u>

2. The Registered Proponent acknowledges that the Large Renewable Project and/or proposed Connection Line, either in whole or in part is to be located on lands under the jurisdiction of The Corporation of the Township of Addington Highlands;
3. The Registered Proponent has requested that the council of The Corporation of the Township of Addington Highlands indicate by resolution their support for the Large Renewable Project and/or proposed Connection Line on the Lands;
4. Pursuant to the LRP I RFP, Proposals that receive the formal support of the local jurisdictional authorities of all the Project Communities in which the Large Renewable Project and proposed Connection Line are being located in the form of a support resolution will be awarded Rated Criteria points for the purpose of ranking the Proposal in relation to other Proposals for a contract under the LRP I RFP; and

**NOW THEREFORE BE IT RESOLVED THAT:**

5. The council of The Corporation of the Township of Addington Highlands supports the development, construction and operation of the Large Renewable Project and/or proposed Connection Line on the Lands.
6. This resolution's sole purpose is to enable the Registered Proponent to receive Rated Criteria points under LRP I RFP and may not be used for the purpose of any other form of approval in relation to the Proposal or Large Renewable Project and/or proposed Connection Line or for any other purpose. Rated Criteria points will be used to rank the Registered Proponent's Proposal in relation to other Proposals received by the IESO under the LRP I RFP.

**Prescribed Template – Municipal Council Support Resolution**

Page 2 of 2

Mar 2015

IESORP/F-LRP/IRFP-013r2

7. Though this resolution may impact the rank of the Registered Proponent's Proposal in relation to other Proposals received by the IESO, it does not guarantee a contract will be offered to the Registered Proponent under the LRP I RFP.

**DULY RESOLVED BY THE CORPORATION OF THE TOWNSHIP OF ADDINGTON HIGHLANDS**

on the \_\_ day of \_\_\_\_\_, 20\_\_

1.	Name: _____	Title: _____
	Signature: _____	
2.	Name: _____	Title: _____
	Signature: _____	
3.	Name: _____	Title: _____
	Signature: _____	
4.	Name: _____	Title: _____
	Signature: _____	
5.	Name: _____	Title: _____
	Signature: _____	

<Signature lines for elected representatives. At least one signature is required.>

## Instructions for the Prescribed Form – Municipal Agreement

Page 1 of 1

Mar 2015

IESORP/f-LRPIRFP-015r2

This page sets out the instructions for completing the Prescribed Form – Municipal Agreement.

All capitalized terms used in these instructions and the Prescribed Form – Municipal Agreement, unless otherwise stated, have the meanings ascribed to them in the LRP I RFP.

### INFORMATION FOR THE SIGNING PARTIES:

- a. The purpose of this Prescribed Form is to confirm that a binding agreement was reached between the Local Municipality and the Registered Proponent pertaining to the Large Renewable Project. The terms of the agreement are not required to be disclosed in this document. The agreement may be used for the purposes of awarding Rated Criteria points under the LRP I RFP.

### INSTRUCTIONS APPLICABLE TO ALL PRESCRIBED FORMS:

- b. The first page of a Prescribed Form must be marked with the name of the Large Renewable Project that is the subject of the Proposal. The Registered Proponent should use the name given to the Large Renewable Project in the Prescribed Form-Registration Form.
- c. This instruction page is not required to be submitted with the Proposal.
- d. Information provided in each Prescribed Form should be consistent with the information provided in the Proposal.
- e. Where the Prescribed Form has multiple pages, the pages of the Prescribed Form should be kept together in the Proposal in sequential order.
- f. Where a blank field for a section/page reference is provided in a Prescribed Form, enter the section/page reference of the Proposal where the substantiating evidence for that particular item can be found.
- g. Apart from the completion of any blanks, drop down lists, check boxes or similar uncompleted information in a Prescribed Form, no amendments may be made to the wording of a Prescribed Form.
- h. Each Prescribed Form must be completed in its entirety. Fields marked <if applicable> must be completed if applicable to the Proposal. If not applicable, they should be marked "not applicable".
- i. If the signature of the Registered Proponent is required for a Prescribed Form, the Prescribed Form must be signed by a person with authority to bind the Registered Proponent.
- j. With the exception of this instruction page, instructions within a Prescribed Form will be enclosed in brackets.

### INSTRUCTIONS SPECIFIC TO THE PRESCRIBED FORM – MUNICIPAL AGREEMENT:

- k. An original ink signature must be provided on the Prescribed Form – Municipal Agreement included with the hard copy Proposal marked "Original Copy". For clarity, other than the Original Copy, any additional hard copies of this Prescribed Form must be signed but need not be originals (photocopies may be provided as well).

THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

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**Prescribed Form – Municipal Agreement**

Page 1 of 2

Mar 2015

IESORP/f-LRPIRFP-015r2

Name of the Large Renewable Project	<u>Northpoint II Wind Energy Centre</u>
Renewable Fuel of the Large Renewable Project:	<u>On-Shore Wind</u>
Contract Capacity of the Large Renewable Project <MW>:	<u>Up to 200MW</u>

All capitalized terms not defined herein have the meanings ascribed to them in the LRP I RFP;

**WHEREAS** the Registered Proponent intends to submit a Proposal for a Large Renewable Project under the LRP I RFP;

**NOW THEREFORE:**

1. The Registered Proponent acknowledges that it is proposing to develop, construct and operate a Large Renewable Project, with the characteristics outlined in the table above, under the LRP I RFP.
2. The Local Municipality of The Corporation of the Township of Addington Highlands acknowledges that it has entered into a binding agreement with the Registered Proponent in respect of the Large Renewable Project effective on the \_\_ day of \_\_\_\_, 20\_\_.
3. The Registered Proponent and the Local Municipality acknowledge that the binding agreement may be conditional only on the Registered Proponent being awarded an LRP I Contract for the Large Renewable Project.
4. The Registered Proponent and the Local Municipality acknowledge that the Registered Proponent's Proposal may be awarded Rated Criteria points by the IESO under the LRP I RFP where the Registered Proponent and every Project Community completes this Prescribed Form.
5. The Registered Proponent acknowledges that the binding agreement may not be used for the purpose of any other form of approval in relation to the Proposal or the Large Renewable Project or for any other purpose.

Registered Proponent: <u>Northpoint II Wind, LP</u> <u>by Northpoint II Wind GP, Inc., its General Partner</u>	Local Municipality: <u>The Corporation of the Township of Addington Highlands</u>
Signature:	Signature:
Name:	Name:
Title:	Title:
I have the authority to bind the Registered Proponent.	I have the authority to bind the Local Municipality.
Dated this __ day of ____, 20__	Dated this __ day of ____, 20__





## Instructions for the Prescribed Form – Municipal Meeting Confirmation

Page 1 of 1

Mar 2015

IESORP/f-LRPIRFP-011r2

This page sets out the instructions for completing the Prescribed Form – Municipal Meeting Confirmation.

All capitalized terms used in these instructions and the Prescribed Form – Municipal Meeting Confirmation, unless otherwise stated, have the meanings ascribed to them in the LRP I RFP.

### INFORMATION FOR THE SIGNING PARTIES:

- a. The purpose of this Prescribed Form is to confirm a meeting has been held between the Registered Proponent and representatives of the Local Municipality to discuss the Large Renewable Project and/or proposed Connection Line described below. This Prescribed Form is used to satisfy requirements in the LRP I RFP and does not constitute an agreement, approval or contract.

### INSTRUCTIONS APPLICABLE TO ALL PRESCRIBED FORMS:

- b. The first page of a Prescribed Form must be marked with the name of the Large Renewable Project that is the subject of the Proposal. The Registered Proponent should use the name given to the Large Renewable Project in the Prescribed Form – Registration Form.
- c. This instruction page is not required to be submitted with the Proposal.
- d. Information provided in each Prescribed Form should be consistent with the information provided in the Proposal.
- e. Where the Prescribed Form has multiple pages, the pages of the Prescribed Form should be kept together in the Proposal in sequential order.
- f. Where a blank field for a section/page reference is provided in a Prescribed Form, enter the section/page reference of the Proposal where the substantiating evidence for that particular item can be found.
- g. Apart from the completion of any blanks, drop down lists, check boxes or similar uncompleted information in a Prescribed Form, no amendments may be made to the wording of a Prescribed Form.
- h. Each Prescribed Form must be completed in its entirety. Fields marked <if applicable> must be completed if applicable to the Proposal. If not applicable, they should be marked "not applicable".
- i. If the signature of the Registered Proponent is required for a Prescribed Form, the Prescribed Form must be signed by a person with authority to bind the Registered Proponent.
- j. With the exception of this instruction page, instructions within a Prescribed Form will be enclosed in brackets.

### INSTRUCTIONS SPECIFIC TO THE PRESCRIBED FORM – MUNICIPAL MEETING CONFIRMATION:

- k. An original ink signature must be provided on the Prescribed Form – Municipal Meeting Confirmation included with the hard copy Proposal marked "Original Copy". For clarity, other than the Original Copy, any additional hard copies of this Prescribed Form must be signed but need not be originals (photocopies may be provided as well).

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**Prescribed Form – Municipal Meeting Confirmation**

Page 1 of 3

Mar 2015

IESORP/f-LRPIRFP-011r2

Name of the Large Renewable Project:	<u>Northpoint II Wind Energy Centre</u>
Registered Proponent:	<u>Northpoint II Wind, LP</u>
Renewable Fuel of the Large Renewable Project:	<u>On-Shore Wind</u>
Contract Capacity of the Large Renewable Project <MW>:	<u>Up to 200 MW</u>

Capitalized terms not defined herein have the meanings ascribed to them in the LRP I RFP.

The Local Municipality confirms to the IESO the following:

1. I am the/an Reeve of the Township of Addington Highlands (the "**Local Municipality**") and have the delegated authority to provide this confirmation on behalf of the Local Municipality and without personal liability.
2. The Registered Proponent has advised the Local Municipality that it proposes to develop, construct and operate a Large Renewable Project and/or proposed Connection Line, with the characteristics outlined in the table above, under the LRP I RFP.
3. On the 6 day of July, 2015, at Flinton Ontario, the Registered Proponent held a meeting with representatives of the Local Municipality to discuss the particulars of the Large Renewable Project and/or proposed Connection Line (the "**Meeting**").
4. Representatives of the Local Municipality that attended the Meeting are listed in Exhibit A.

Local Municipality: <u>The Corporation of the Township of Addington Highlands</u>
Signature:
Name:
Title:
I have the authority to sign on behalf of the Local Municipality.
Dated this <u>4</u> day of <u>August</u> , <u>2015</u>

**Prescribed Form – Municipal Meeting Confirmation**

Page 2 of 3

Mar 2015

IESORP/f-LRPIRFP-011r2

The Registered Proponent acknowledges that this confirmation:

1. is not an approval by the Local Municipality of the proposed Large Renewable Project and/or Connection Line;
2. is not a promise by the Local Municipality to host the proposed Large Renewable Project and/or Connection Line;
3. is not a contract and cannot be relied upon by the Registered Proponent, IESO or any third party as containing any promises by the Local Municipality; and
4. is only for the purpose of the Registered Proponent satisfying section 3.2.5(b) of the LRP I RFP and for no other purpose.

Registered Proponent: <u>Northpoint II Wind, LP</u>
Signature:
Name: Benjamin Greenhouse
Title: Assistant Vice President
I have the authority to bind the Registered Proponent.
Dated this __ day of _____, 20__

**Prescribed Form – Municipal Meeting Confirmation**

Page 3 of 3

Mar 2015

IESORP/f-LRPIRFP-011r2

**EXHIBIT A**

**REPRESENTATIVES OF THE LOCAL MUNICIPALITY THAT ATTENDED THE MEETING**

<This Exhibit can be duplicated as needed to accommodate additional signatures.>

Name and title of representative from the Local Municipality

Name and title of representative from the Local Municipality

Name and title of representative from the Local Municipality

Name and title of representative from the Local Municipality

Name and title of representative from the Local Municipality

Name and title of representative from the Local Municipality

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Name and title of representative from the Local Municipality

Name and title of representative from the Local Municipality

Name and title of representative from the Local Municipality

## Patricia Gray

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**From:** Patricia Gray <pgray@addingtonhighlands.ca>  
**Sent:** Thursday, August 06, 2015 11:09 AM  
**To:** 'Faiella, Benjamin'  
**Subject:** RE: Northpoint II Prescribed Forms

---

Hi Ben,  
I have printed new forms and Henry will be in to sign shortly, 2pm works for me.  
Thanks,  
Patricia

**From:** Faiella, Benjamin [<mailto:Benjamin.Faiella@nexteraenergy.com>]  
**Sent:** Thursday, August 06, 2015 9:27 AM  
**To:** [pgray@addingtonhighlands.ca](mailto:pgray@addingtonhighlands.ca)  
**Cc:** Dudek, Derek  
**Subject:** Northpoint II Prescribed Forms  
**Importance:** High

Hi Patricia,

As we discussed earlier, please make the following corrections to the IESO prescribed forms. The correct forms are attached.

- Municipal Council Support Resolution
  - Print two copies of Page 1 (the Registered Proponent was incorrect, the signature page is unchanged)
  - Add the resolution number at the top of Page 1
- Municipal Agreement
  - Print 2 copies (the Registered Proponent was wrong)
  - Please ask Reeve Hogg to execute both copies
- Municipal Meeting Confirmation
  - Print two copies of Pages 1 and 2 (these are the date clean-ups you emailed us this yesterday morning)
  - Page 3 will remain unchanged.

As we discussed, we will counter sign these documents as soon as Ben Greenhouse is back in the office and courier an original copy of each back to you next week.

Also, I will be by around 2:00 PM today if that works for you.

Respectfully,

Ben Faiella  
Project Director  
Wind Development – Canada



700 Universe Blvd. FEW/JB  
Juno Beach, Florida 33408  
Office: (561) 304-5237  
Mobile: (561) 373-8136  
[benjamin.faiella@nexteraenergy.com](mailto:benjamin.faiella@nexteraenergy.com)

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## Patricia Gray

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**From:** Faiella, Benjamin <Benjamin.Faiella@nexteraenergy.com>  
**Sent:** Thursday, August 06, 2015 3:32 PM  
**To:** Patricia Gray  
**Subject:** Prescribed Form  
**Attachments:** Prescribed-Form-Landowner-and-Provincial-Crown-Land-Leaseholder-Support-45031-0174.docx

---

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

Patricia,

Can you please print the attached prescribed form?

-Ben



## Instructions for the Prescribed Form – Landowner and Provincial Crown Land Leaseholder Support

Page 1 of 11

Jun 2015

IESORP/f-LRPIRFP-017r3

This page sets out the instructions for completing the Prescribed Form – Landowner and Provincial Crown Land Leaseholder Support.

All capitalized terms used in these instructions and the Prescribed Form – Landowner and Provincial Crown Land Leaseholder Support, unless otherwise stated, have the meanings ascribed to them in the LRP I RFP.

### INFORMATION FOR THE SIGNING PARTIES:

- a. The purpose of this Prescribed Form is to evidence a Landowner or Provincial Crown Land Leaseholder's support for a Large Renewable Project. The Registered Proponent under the LRP I RFP is eligible to be awarded Rated Criteria points if they are able to gain the support of (i) all assessed owners of no less than seventy-five per cent (75%) of the Properties Abutting the Properties on which the Site is located and the Properties where the proposed Connection Line is located and/or (ii) all Provincial Crown Land Leaseholders of no less than seventy-five per cent (75%) of all Provincial Crown Land Leases located in whole or in part on, and Abutting, the Properties on which the Site is located. This show of support does not constitute an agreement, approval or contract. The support given is based on the information present in respect of the development of the Large Renewable Project at the time the Prescribed Form is signed, and is not binding.

### INSTRUCTIONS APPLICABLE TO ALL PRESCRIBED FORMS:

- b. The first page of a Prescribed Form must be marked with the name of the Large Renewable Project that is the subject of the Proposal. The Registered Proponent should use the name given to the Large Renewable Project in the Prescribed Form – Registration Form.
- c. This instruction page is not required to be submitted with the Proposal.
- d. Information provided in each Prescribed Form should be consistent with the information provided in the Proposal.
- e. Where the Prescribed Form has multiple pages, the pages of the Prescribed Form should be kept together in the Proposal in sequential order.
- f. Where a blank field for a section/page reference is provided in a Prescribed Form, enter the section/page reference of the Proposal where the substantiating evidence for that particular item can be found.
- g. Apart from the completion of any blanks, drop down lists, check boxes or similar uncompleted information in a Prescribed Form, no amendments may be made to the wording of a Prescribed Form.
- h. Each Prescribed Form must be completed in its entirety. Fields marked <if applicable> must be completed if applicable to the Proposal. If not applicable, they should be marked "not applicable".
- i. If the signature of the Registered Proponent is required for a Prescribed Form, the Prescribed Form must be signed by a person with authority to bind the Registered Proponent.
- j. With the exception of this instruction page, instructions within a Prescribed Form will be enclosed in brackets.

### INSTRUCTIONS SPECIFIC TO THE PRESCRIBED FORM – LANDOWNER AND PROVINCIAL CROWN LAND LEASEHOLDER SUPPORT:

- k. An original ink signature must be provided on the Prescribed Form – Landowner and Provincial Crown Land Leaseholder Support included with the hard copy Proposal marked "Original Copy". For clarity, other than the Original Copy, any

**Instructions for the Prescribed Form – Landowner and Provincial  
Crown Land Leaseholder Support**

Page ii of ii

Jun 2015

IESORP/f-LRPIRFP-017r3

additional hard copies of this Prescribed Form must be signed but need not be originals (photocopies may be provided as well).

- I. Certain Properties Abutting the Properties on which the Site is located and Properties where the proposed Connection Line is located shall not be included in the determination of the seventy-five per cent (75%) under Section 3.3.1(c) of the LRP I RFP

**THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK**

**Prescribed Form – Landowner and Provincial Crown Land  
Leaseholder Support**

Page 1 of 2

Jun 2015

IESORP/f-LRPIRFP-017r3

Name of the Large Renewable Project:	<u>Northpoint II Wind Energy Centre</u>
Registered Proponent:	<u>Northpoint II Wind, LP</u>
Renewable Fuel of the Large Renewable Project:	<u>On-Shore Wind</u>
Contract Capacity of the Large Renewable Project <MW>:	<u>Up to 200 MW</u>

Capitalized terms not defined herein have the meanings ascribed to them in the LRP I RFP.

1. The Registered Proponent is proposing to develop, construct and operate a Large Renewable Project, with the characteristics outlined in the table above, under the LRP I RFP.
2. <Select one of the options below>
  - The assessed landowner(s) owns a Property Abutting the Property(ies) on which the Site is located or owns a Property where the proposed Connection Line is located;
  - Or
  - The leaseholder(s) is a Provincial Crown Land Leaseholder(s) where the Provincial Crown Land Lease is located in whole or in part on, or Abutting, the Property(ies) on which the Site is located.
3. The assessed landowner(s) or Provincial Crown Land Leaseholder(s) supports the development, construction and operation of the Large Renewable Project as of the date of the signing of this Prescribed Form and based on the information currently available about the Large Renewable Project.
4. The assessed landowner(s) or Provincial Crown Land Leaseholder(s) acknowledges that the Large Renewable Project has not been awarded an LRP I Contract.
5. The assessed landowner(s) or Provincial Crown Land Leaseholder(s) acknowledges that the Large Renewable Project may not yet have obtained required permits and approvals, all of which could affect how the Large Renewable Project is ultimately developed, constructed and operated.
6. The assessed landowner(s) or Provincial Crown Land Leaseholder(s) acknowledges that by signing the Prescribed Form – Landowner and Provincial Crown Land Leaseholder Support he or she is helping the Registered Proponent receive Rated Criteria points under the LRP I RFP.

**Prescribed Form – Landowner and Provincial Crown Land  
Leaseholder Support**

Page 2 of 2

Jun 2015

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<This signature page can be duplicated if there are insufficient rows to capture all assessed owners or Provincial Crown Land Leaseholders>

Name of assessed owner(s) of the Property or Provincial Crown Land Leaseholder (s):		<u>The Corporation of the Township of Addington Highlands</u>	
Name of each assessed owner of the Property or Provincial Crown Land Leaseholder	Signature of each Assessed Owner of the Property or Provincial Crown Land Leaseholder	Title <if applicable>	Date:
The Corporation of the Township of Addington Highlands			

Property or Provincial Crown Land Lease description:
PIN: <u>45031-0174</u>
Legal description <if no PIN>: _____
Municipal address <if available>: _____

## Patricia Gray

---

**From:** Faiella, Benjamin <Benjamin.Faiella@nexteraenergy.com>  
**Sent:** Thursday, August 06, 2015 3:40 PM  
**To:** Patricia Gray  
**Subject:** IESO Prescribed Form  
**Attachments:** Prescribed-Form-Landowner-and-Provincial-Crown-Land-Leaseholder-Support-45031-0312.docx; Prescribed-Form-Landowner-and-Provincial-Crown-Land-Leaseholder-Support-45041-0112.docx; Prescribed-Form-Landowner-and-Provincial-Crown-Land-Leaseholder-Support-45041-0107.docx; Prescribed-Form-Landowner-and-Provincial-Crown-Land-Leaseholder-Support-45038-0086.docx; Prescribed-Form-Landowner-and-Provincial-Crown-Land-Leaseholder-Support-45041-0101.docx; Prescribed-Form-Landowner-and-Provincial-Crown-Land-Leaseholder-Support-45038-0085.docx; Prescribed-Form-Landowner-and-Provincial-Crown-Land-Leaseholder-Support-45037-0080.docx; Prescribed-Form-Landowner-and-Provincial-Crown-Land-Leaseholder-Support-45035-0133.docx; Prescribed-Form-Landowner-and-Provincial-Crown-Land-Leaseholder-Support-45037-0068.docx; Prescribed-Form-Landowner-and-Provincial-Crown-Land-Leaseholder-Support-45037-0074.docx; Prescribed-Form-Landowner-and-Provincial-Crown-Land-Leaseholder-Support-45037-0076.docx; Prescribed-Form-Landowner-and-Provincial-Crown-Land-Leaseholder-Support-45035-0127.docx; Prescribed-Form-Landowner-and-Provincial-Crown-Land-Leaseholder-Support-45035-0128.docx; Prescribed-Form-Landowner-and-Provincial-Crown-Land-Leaseholder-Support-45034-0125.docx; Prescribed-Form-Landowner-and-Provincial-Crown-Land-Leaseholder-Support-450320261.docx; Prescribed-Form-Landowner-and-Provincial-Crown-Land-Leaseholder-Support-45031-0132.docx; Prescribed-Form-Landowner-and-Provincial-Crown-Land-Leaseholder-Support-45031-0174.docx; Prescribed-Form-Landowner-and-Provincial-Crown-Land-Leaseholder-Support-45031-0269.docx; Prescribed-Form-Landowner-and-Provincial-Crown-Land-Leaseholder-Support-45032-0051.docx

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

Patricia,

As we discussed, please ask Reeve Hogg to execute these Prescribed Forms -- Landowner and Provincial Crown Land Leaseholder Support in the next several days to support the Community Vibrancy Agreement. I would suggest that you review the "Information For The Signing Parties" on the instruction page which clearly explains the purpose of the document.

Please let me know if you have any questions. Thanks!

-Ben

## Instructions for the Prescribed Form – Landowner and Provincial Crown Land Leaseholder Support

Page i of ii

Jun 2015

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This page sets out the instructions for completing the Prescribed Form – Landowner and Provincial Crown Land Leaseholder Support.

All capitalized terms used in these instructions and the Prescribed Form – Landowner and Provincial Crown Land Leaseholder Support, unless otherwise stated, have the meanings ascribed to them in the LRP I RFP.

### INFORMATION FOR THE SIGNING PARTIES:

- a. The purpose of this Prescribed Form is to evidence a Landowner or Provincial Crown Land Leaseholder's support for a Large Renewable Project. The Registered Proponent under the LRP I RFP is eligible to be awarded Rated Criteria points if they are able to gain the support of (i) all assessed owners of no less than seventy-five per cent (75%) of the Properties Abutting the Properties on which the Site is located and the Properties where the proposed Connection Line is located and/or (ii) all Provincial Crown Land Leaseholders of no less than seventy-five per cent (75%) of all Provincial Crown Land Leases located in whole or in part on, and Abutting, the Properties on which the Site is located. This show of support does not constitute an agreement, approval or contract. The support given is based on the information present in respect of the development of the Large Renewable Project at the time the Prescribed Form is signed, and is not binding.

### INSTRUCTIONS APPLICABLE TO ALL PRESCRIBED FORMS:

- b. The first page of a Prescribed Form must be marked with the name of the Large Renewable Project that is the subject of the Proposal. The Registered Proponent should use the name given to the Large Renewable Project in the Prescribed Form – Registration Form.
- c. This instruction page is not required to be submitted with the Proposal.
- d. Information provided in each Prescribed Form should be consistent with the information provided in the Proposal.
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- f. Where a blank field for a section/page reference is provided in a Prescribed Form, enter the section/page reference of the Proposal where the substantiating evidence for that particular item can be found.
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- h. Each Prescribed Form must be completed in its entirety. Fields marked <if applicable> must be completed if applicable to the Proposal. If not applicable, they should be marked "not applicable".
- i. If the signature of the Registered Proponent is required for a Prescribed Form, the Prescribed Form must be signed by a person with authority to bind the Registered Proponent.
- j. With the exception of this instruction page, instructions within a Prescribed Form will be enclosed in brackets.

### INSTRUCTIONS SPECIFIC TO THE PRESCRIBED FORM – LANDOWNER AND PROVINCIAL CROWN LAND LEASEHOLDER SUPPORT:

- k. An original ink signature must be provided on the Prescribed Form – Landowner and Provincial Crown Land Leaseholder Support included with the hard copy Proposal marked "Original Copy". For clarity, other than the Original Copy, any

**Instructions for the Prescribed Form – Landowner and Provincial  
Crown Land Leaseholder Support**

Page ii of ii

Jun 2015

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additional hard copies of this Prescribed Form must be signed but need not be originals (photocopies may be provided as well).

- I. Certain Properties Abutting the Properties on which the Site is located and Properties where the proposed Connection Line is located shall not be included in the determination of the seventy-five per cent (75%) under Section 3.3.1(c) of the LRP I RFP

**THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK**

**Prescribed Form – Landowner and Provincial Crown Land  
Leaseholder Support**

Page 1 of 2

Jun 2015

IESORP/f-LRPIRFP-017r3

Name of the Large Renewable Project:	<u>Northpoint II Wind Energy Centre</u>
Registered Proponent:	<u>Northpoint II Wind, LP</u>
Renewable Fuel of the Large Renewable Project:	<u>On-Shore Wind</u>
Contract Capacity of the Large Renewable Project <MW>:	<u>Up to 200 MW</u>

Capitalized terms not defined herein have the meanings ascribed to them in the LRP I RFP.

1. The Registered Proponent is proposing to develop, construct and operate a Large Renewable Project, with the characteristics outlined in the table above, under the LRP I RFP.
2. <Select one of the options below>
  - The assessed landowner(s) owns a Property Abutting the Property(ies) on which the Site is located or owns a Property where the proposed Connection Line is located;
  - Or
  - The leaseholder(s) is a Provincial Crown Land Leaseholder(s) where the Provincial Crown Land Lease is located in whole or in part on, or Abutting, the Property(ies) on which the Site is located.
3. The assessed landowner(s) or Provincial Crown Land Leaseholder(s) supports the development, construction and operation of the Large Renewable Project as of the date of the signing of this Prescribed Form and based on the information currently available about the Large Renewable Project.
4. The assessed landowner(s) or Provincial Crown Land Leaseholder(s) acknowledges that the Large Renewable Project has not been awarded an LRP I Contract.
5. The assessed landowner(s) or Provincial Crown Land Leaseholder(s) acknowledges that the Large Renewable Project may not yet have obtained required permits and approvals, all of which could affect how the Large Renewable Project is ultimately developed, constructed and operated.
6. The assessed landowner(s) or Provincial Crown Land Leaseholder(s) acknowledges that by signing the Prescribed Form – Landowner and Provincial Crown Land Leaseholder Support he or she is helping the Registered Proponent receive Rated Criteria points under the LRP I RFP.



**Prescribed Form – Landowner and Provincial Crown Land  
Leaseholder Support**

Page 2 of 2	Jun 2015	IESORP/f-LRPIRFP-017r3
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<This signature page can be duplicated if there are insufficient rows to capture all assessed owners or Provincial Crown Land Leaseholders>

Name of assessed owner(s) of the Property or Provincial Crown Land Leaseholder (s):		<u>The Corporation of the Township of Addington Highlands</u>	
Name of each assessed owner of the Property or Provincial Crown Land Leaseholder	Signature of each Assessed Owner of the Property or Provincial Crown Land Leaseholder	Title <if applicable>	Date:
The Corporation of the Township of Addington Highlands			

Property or Provincial Crown Land Lease description:
PIN: <u>45031-0312</u>
Legal description <if no PIN>: _____
Municipal address <if available>: _____

## Instructions for the Prescribed Form – Landowner and Provincial Crown Land Leaseholder Support

Page 1 of 11

Jun 2015

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This page sets out the instructions for completing the Prescribed Form – Landowner and Provincial Crown Land Leaseholder Support.

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- j. With the exception of this instruction page, instructions within a Prescribed Form will be enclosed in brackets.

### INSTRUCTIONS SPECIFIC TO THE PRESCRIBED FORM – LANDOWNER AND PROVINCIAL CROWN LAND LEASEHOLDER SUPPORT:

- k. An original ink signature must be provided on the Prescribed Form – Landowner and Provincial Crown Land Leaseholder Support included with the hard copy Proposal marked "Original Copy". For clarity, other than the Original Copy, any

**Instructions for the Prescribed Form – Landowner and Provincial  
Crown Land Leaseholder Support**

Page II of II

Jun 2015

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additional hard copies of this Prescribed Form must be signed but need not be originals (photocopies may be provided as well).

- I. Certain Properties Abutting the Properties on which the Site is located and Properties where the proposed Connection Line is located shall not be included in the determination of the seventy-five per cent (75%) under Section 3.3.1(c) of the LRP I RFP

**THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK**

**Prescribed Form – Landowner and Provincial Crown Land  
Leaseholder Support**

Page 1 of 2

Jun 2015

IESORP/f-LRPIRFP-017r3

Name of the Large Renewable Project:	<u>Northpoint II Wind Energy Centre</u>
Registered Proponent:	<u>Northpoint II Wind, LP</u>
Renewable Fuel of the Large Renewable Project:	<u>On-Shore Wind</u>
Contract Capacity of the Large Renewable Project <MW>:	<u>Up to 200 MW</u>

Capitalized terms not defined herein have the meanings ascribed to them in the LRP I RFP.

1. The Registered Proponent is proposing to develop, construct and operate a Large Renewable Project, with the characteristics outlined in the table above, under the LRP I RFP.
2. <Select one of the options below>
  - The assessed landowner(s) owns a Property Abutting the Property(ies) on which the Site is located or owns a Property where the proposed Connection Line is located;
  - Or
  - The leaseholder(s) is a Provincial Crown Land Leaseholder(s) where the Provincial Crown Land Lease is located in whole or in part on, or Abutting, the Property(ies) on which the Site is located.
3. The assessed landowner(s) or Provincial Crown Land Leaseholder(s) supports the development, construction and operation of the Large Renewable Project as of the date of the signing of this Prescribed Form and based on the information currently available about the Large Renewable Project.
4. The assessed landowner(s) or Provincial Crown Land Leaseholder(s) acknowledges that the Large Renewable Project has not been awarded an LRP I Contract.
5. The assessed landowner(s) or Provincial Crown Land Leaseholder(s) acknowledges that the Large Renewable Project may not yet have obtained required permits and approvals, all of which could affect how the Large Renewable Project is ultimately developed, constructed and operated.
6. The assessed landowner(s) or Provincial Crown Land Leaseholder(s) acknowledges that by signing the Prescribed Form – Landowner and Provincial Crown Land Leaseholder Support he or she is helping the Registered Proponent receive Rated Criteria points under the LRP I RFP.

**Prescribed Form – Landowner and Provincial Crown Land  
Leaseholder Support**

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<This signature page can be duplicated if there are insufficient rows to capture all assessed owners or Provincial Crown Land Leaseholders>

Name of assessed owner(s) of the Property or Provincial Crown Land Leaseholder (s):		<u>The Corporation of the Township of Addington Highlands</u>	
Name of each assessed owner of the Property or Provincial Crown Land Leaseholder	Signature of each Assessed Owner of the Property or Provincial Crown Land Leaseholder	Title <if applicable>	Date:
The Corporation of the Township of Addington Highlands			

Property or Provincial Crown Land Lease description:
PIN: <u>45041-0112</u>
Legal description <if no PIN>: _____
Municipal address <if available>: _____

## Instructions for the Prescribed Form – Landowner and Provincial Crown Land Leaseholder Support

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All capitalized terms used in these instructions and the Prescribed Form – Landowner and Provincial Crown Land Leaseholder Support, unless otherwise stated, have the meanings ascribed to them in the LRP I RFP.

### INFORMATION FOR THE SIGNING PARTIES:

- a. The purpose of this Prescribed Form is to evidence a Landowner or Provincial Crown Land Leaseholder's support for a Large Renewable Project. The Registered Proponent under the LRP I RFP is eligible to be awarded Rated Criteria points if they are able to gain the support of (i) all assessed owners of no less than seventy-five per cent (75%) of the Properties Abutting the Properties on which the Site is located and the Properties where the proposed Connection Line is located and/or (ii) all Provincial Crown Land Leaseholders of no less than seventy-five per cent (75%) of all Provincial Crown Land Leases located in whole or in part on, and Abutting, the Properties on which the Site is located. This show of support does not constitute an agreement, approval or contract. The support given is based on the information present in respect of the development of the Large Renewable Project at the time the Prescribed Form is signed, and is not binding.

### INSTRUCTIONS APPLICABLE TO ALL PRESCRIBED FORMS:

- b. The first page of a Prescribed Form must be marked with the name of the Large Renewable Project that is the subject of the Proposal. The Registered Proponent should use the name given to the Large Renewable Project in the Prescribed Form – Registration Form.
- c. This instruction page is not required to be submitted with the Proposal.
- d. Information provided in each Prescribed Form should be consistent with the information provided in the Proposal.
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### INSTRUCTIONS SPECIFIC TO THE PRESCRIBED FORM – LANDOWNER AND PROVINCIAL CROWN LAND LEASEHOLDER SUPPORT:

- k. An original ink signature must be provided on the Prescribed Form – Landowner and Provincial Crown Land Leaseholder Support included with the hard copy Proposal marked "Original Copy". For clarity, other than the Original Copy, any

**Instructions for the Prescribed Form – Landowner and Provincial  
Crown Land Leaseholder Support**

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additional hard copies of this Prescribed Form must be signed but need not be originals (photocopies may be provided as well).

- I. Certain Properties Abutting the Properties on which the Site is located and Properties where the proposed Connection Line is located shall not be included in the determination of the seventy-five per cent (75%) under Section 3.3.1(c) of the LRP I RFP

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**Prescribed Form – Landowner and Provincial Crown Land  
Leaseholder Support**

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Name of the Large Renewable Project:	<u>Northpoint II Wind Energy Centre</u>
Registered Proponent:	<u>Northpoint II Wind, LP</u>
Renewable Fuel of the Large Renewable Project:	<u>On-Shore Wind</u>
Contract Capacity of the Large Renewable Project <MW>:	<u>Up to 200 MW</u>

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2. <Select one of the options below>
  - The assessed landowner(s) owns a Property Abutting the Property(ies) on which the Site is located or owns a Property where the proposed Connection Line is located;

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  - The leaseholder(s) is a Provincial Crown Land Leaseholder(s) where the Provincial Crown Land Lease is located in whole or in part on, or Abutting, the Property(ies) on which the Site is located.
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Name of assessed owner(s) of the Property or Provincial Crown Land Leaseholder (s):		<u>The Corporation of the Township of Addington Highlands</u>	
Name of each assessed owner of the Property or Provincial Crown Land Leaseholder	Signature of each Assessed Owner of the Property or Provincial Crown Land Leaseholder	Title <if applicable>	Date:
The Corporation of the Township of Addington Highlands			

Property or Provincial Crown Land Lease description:
PIN: <u>4S041-0107</u>
Legal description <if no PIN>: _____
Municipal address <if available>: _____

## Instructions for the Prescribed Form – Landowner and Provincial Crown Land Leaseholder Support

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**Instructions for the Prescribed Form – Landowner and Provincial  
Crown Land Leaseholder Support**

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Leaseholder Support**

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Name of the Large Renewable Project:	<u>Northpoint II Wind Energy Centre</u>
Registered Proponent:	<u>Northpoint II Wind, LP</u>
Renewable Fuel of the Large Renewable Project:	<u>On-Shore Wind</u>
Contract Capacity of the Large Renewable Project <MW>:	<u>Up to 200 MW</u>

Capitalized terms not defined herein have the meanings ascribed to them in the LRP I RFP.

1. The Registered Proponent is proposing to develop, construct and operate a Large Renewable Project, with the characteristics outlined in the table above, under the LRP I RFP.
2. <Select one of the options below>
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  - Or
  - The leaseholder(s) is a Provincial Crown Land Leaseholder(s) where the Provincial Crown Land Lease is located in whole or in part on, or Abutting, the Property(ies) on which the Site is located.
3. The assessed landowner(s) or Provincial Crown Land Leaseholder(s) supports the development, construction and operation of the Large Renewable Project as of the date of the signing of this Prescribed Form and based on the information currently available about the Large Renewable Project.
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**Prescribed Form – Landowner and Provincial Crown Land  
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Name of assessed owner(s) of the Property or Provincial Crown Land Leaseholder (s):		<u>The Corporation of the Township of Addington Highlands</u>	
Name of each assessed owner of the Property or Provincial Crown Land Leaseholder	Signature of each Assessed Owner of the Property or Provincial Crown Land Leaseholder	Title <if applicable>	Date:
The Corporation of the Township of Addington Highlands			

Property or Provincial Crown Land Lease description:
PIN: <u>45038-0086</u>
Legal description <if no PIN>: _____
Municipal address <if available>: _____

## Instructions for the Prescribed Form – Landowner and Provincial Crown Land Leaseholder Support

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Independent Electricity  
System Operator

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

T 416-967-7474  
F 416-967-1947  
www.ieso.ca

## Instructions for the Prescribed Form – Landowner and Provincial Crown Land Leaseholder Support

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additional hard copies of this Prescribed Form must be signed but need not be originals (photocopies may be provided as well).

- I. Certain Properties Abutting the Properties on which the Site is located and Properties where the proposed Connection Line is located shall not be included in the determination of the seventy-five per cent (75%) under Section 3.3.1(c) of the LRP I RFP

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**Prescribed Form – Landowner and Provincial Crown Land  
Leaseholder Support**

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Name of the Large Renewable Project:	<u>Northpoint II Wind Energy Centre</u>
Registered Proponent:	<u>Northpoint II Wind, LP</u>
Renewable Fuel of the Large Renewable Project:	<u>On-Shore Wind</u>
Contract Capacity of the Large Renewable Project <MW>:	<u>Up to 200 MW</u>

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**Prescribed Form – Landowner and Provincial Crown Land  
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The Corporation of the Township of Addington Highlands			

Property or Provincial Crown Land Lease description:
PIN: <u>45041-0101</u>
Legal description <if no PIN>: _____
Municipal address <if available>: _____

## Instructions for the Prescribed Form – Landowner and Provincial Crown Land Leaseholder Support

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**Instructions for the Prescribed Form – Landowner and Provincial  
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**Prescribed Form – Landowner and Provincial Crown Land  
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Legal description <if no PIN>: _____
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### INSTRUCTIONS SPECIFIC TO THE PRESCRIBED FORM – LANDOWNER AND PROVINCIAL CROWN LAND LEASEHOLDER SUPPORT:

- k. An original ink signature must be provided on the Prescribed Form – Landowner and Provincial Crown Land Leaseholder Support included with the hard copy Proposal marked "Original Copy". For clarity, other than the Original Copy, any

**Instructions for the Prescribed Form – Landowner and Provincial  
Crown Land Leaseholder Support**

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additional hard copies of this Prescribed Form must be signed but need not be originals (photocopies may be provided as well).

- I. Certain Properties Abutting the Properties on which the Site is located and Properties where the proposed Connection Line is located shall not be included in the determination of the seventy-five per cent (75%) under Section 3.3.1(c) of the LRP I RFP

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Leaseholder Support**

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Name of the Large Renewable Project:	<u>Northpoint II Wind Energy Centre</u>
Registered Proponent:	<u>Northpoint II Wind, LP</u>
Renewable Fuel of the Large Renewable Project:	<u>On-Shore Wind</u>
Contract Capacity of the Large Renewable Project <MW>:	<u>Up to 200 MW</u>

Capitalized terms not defined herein have the meanings ascribed to them in the LRP I RFP.

1. The Registered Proponent is proposing to develop, construct and operate a Large Renewable Project, with the characteristics outlined in the table above, under the LRP I RFP.
2. <Select one of the options below>
  - The assessed landowner(s) owns a Property Abutting the Property(ies) on which the Site is located or owns a Property where the proposed Connection Line is located;

Or

  - The leaseholder(s) is a Provincial Crown Land Leaseholder(s) where the Provincial Crown Land Lease is located in whole or in part on, or Abutting, the Property(ies) on which the Site is located.
3. The assessed landowner(s) or Provincial Crown Land Leaseholder(s) supports the development, construction and operation of the Large Renewable Project as of the date of the signing of this Prescribed Form and based on the information currently available about the Large Renewable Project.
4. The assessed landowner(s) or Provincial Crown Land Leaseholder(s) acknowledges that the Large Renewable Project has not been awarded an LRP I Contract.
5. The assessed landowner(s) or Provincial Crown Land Leaseholder(s) acknowledges that the Large Renewable Project may not yet have obtained required permits and approvals, all of which could affect how the Large Renewable Project is ultimately developed, constructed and operated.
6. The assessed landowner(s) or Provincial Crown Land Leaseholder(s) acknowledges that by signing the Prescribed Form – Landowner and Provincial Crown Land Leaseholder Support he or she is helping the Registered Proponent receive Rated Criteria points under the LRP I RFP.



**Prescribed Form – Landowner and Provincial Crown Land  
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Name of assessed owner(s) of the Property or Provincial Crown Land Leaseholder (s):		<u>The Corporation of the Township of Addington Highlands</u>	
Name of each assessed owner of the Property or Provincial Crown Land Leaseholder	Signature of each Assessed Owner of the Property or Provincial Crown Land Leaseholder	Title <if applicable>	Date:
The Corporation of the Township of Addington Highlands			

Property or Provincial Crown Land Lease description:
PIN: <u>45037-0080</u>
Legal description <if no PIN>: _____
Municipal address <if available>: _____

## Instructions for the Prescribed Form – Landowner and Provincial Crown Land Leaseholder Support

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### INFORMATION FOR THE SIGNING PARTIES:

- a. The purpose of this Prescribed Form is to evidence a Landowner or Provincial Crown Land Leaseholder's support for a Large Renewable Project. The Registered Proponent under the LRP I RFP is eligible to be awarded Rated Criteria points if they are able to gain the support of (i) all assessed owners of no less than seventy-five per cent (75%) of the Properties Abutting the Properties on which the Site is located and the Properties where the proposed Connection Line is located and/or (ii) all Provincial Crown Land Leaseholders of no less than seventy-five per cent (75%) of all Provincial Crown Land Leases located in whole or in part on, and Abutting, the Properties on which the Site is located. This show of support does not constitute an agreement, approval or contract. The support given is based on the information present in respect of the development of the Large Renewable Project at the time the Prescribed Form is signed, and is not binding.

### INSTRUCTIONS APPLICABLE TO ALL PRESCRIBED FORMS:

- b. The first page of a Prescribed Form must be marked with the name of the Large Renewable Project that is the subject of the Proposal. The Registered Proponent should use the name given to the Large Renewable Project in the Prescribed Form – Registration Form.
- c. This instruction page is not required to be submitted with the Proposal.
- d. Information provided in each Prescribed Form should be consistent with the information provided in the Proposal.
- e. Where the Prescribed Form has multiple pages, the pages of the Prescribed Form should be kept together in the Proposal in sequential order.
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**Instructions for the Prescribed Form – Landowner and Provincial  
Crown Land Leaseholder Support**

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Leaseholder Support**

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Name of the Large Renewable Project:	<u>Northpoint II Wind Energy Centre</u>
Registered Proponent:	<u>Northpoint II Wind, LP</u>
Renewable Fuel of the Large Renewable Project:	<u>On-Shore Wind</u>
Contract Capacity of the Large Renewable Project <MW>:	<u>Up to 200 MW</u>

Capitalized terms not defined herein have the meanings ascribed to them in the LRP I RFP.

1. The Registered Proponent is proposing to develop, construct and operate a Large Renewable Project, with the characteristics outlined in the table above, under the LRP I RFP.
2. <Select one of the options below>
  - The assessed landowner(s) owns a Property Abutting the Property(ies) on which the Site is located or owns a Property where the proposed Connection Line is located;
  - Or
  - The leaseholder(s) is a Provincial Crown Land Leaseholder(s) where the Provincial Crown Land Lease is located in whole or in part on, or Abutting, the Property(ies) on which the Site is located.
3. The assessed landowner(s) or Provincial Crown Land Leaseholder(s) supports the development, construction and operation of the Large Renewable Project as of the date of the signing of this Prescribed Form and based on the information currently available about the Large Renewable Project.
4. The assessed landowner(s) or Provincial Crown Land Leaseholder(s) acknowledges that the Large Renewable Project has not been awarded an LRP I Contract.
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Name of assessed owner(s) of the Property or Provincial Crown Land Leaseholder (s):		<u>The Corporation of the Township of Addington Highlands</u>	
Name of each assessed owner of the Property or Provincial Crown Land Leaseholder	Signature of each Assessed Owner of the Property or Provincial Crown Land Leaseholder	Title <if applicable>	Date:
The Corporation of the Township of Addington Highlands			

Property or Provincial Crown Land Lease description:
PIN: <u>45035-0133</u>
Legal description <if no PIN>: _____
Municipal address <if available>: _____

## Instructions for the Prescribed Form – Landowner and Provincial Crown Land Leaseholder Support

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**Instructions for the Prescribed Form – Landowner and Provincial  
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- I. Certain Properties Abutting the Properties on which the Site is located and Properties where the proposed Connection Line is located shall not be included in the determination of the seventy-five per cent (75%) under Section 3.3.1(c) of the LRP I RFP

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Leaseholder Support**

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Name of the Large Renewable Project:	<u>Northpoint II Wind Energy Centre</u>
Registered Proponent:	<u>Northpoint II Wind, LP</u>
Renewable Fuel of the Large Renewable Project:	<u>On-Shore Wind</u>
Contract Capacity of the Large Renewable Project <MW>:	<u>Up to 200 MW</u>

Capitalized terms not defined herein have the meanings ascribed to them in the LRP I RFP.

- The Registered Proponent is proposing to develop, construct and operate a Large Renewable Project, with the characteristics outlined in the table above, under the LRP I RFP.
- <Select one of the options below>
  - The assessed landowner(s) owns a Property Abutting the Property(ies) on which the Site is located or owns a Property where the proposed Connection Line is located;
  - Or
  - The leaseholder(s) is a Provincial Crown Land Leaseholder(s) where the Provincial Crown Land Lease is located in whole or in part on, or Abutting, the Property(ies) on which the Site is located.
- The assessed landowner(s) or Provincial Crown Land Leaseholder(s) supports the development, construction and operation of the Large Renewable Project as of the date of the signing of this Prescribed Form and based on the information currently available about the Large Renewable Project.
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Name of assessed owner(s) of the Property or Provincial Crown Land Leaseholder (s):		<u>The Corporation of the Township of Addington Highlands</u>	
Name of each assessed owner of the Property or Provincial Crown Land Leaseholder	Signature of each Assessed Owner of the Property or Provincial Crown Land Leaseholder	Title <if applicable>	Date:
The Corporation of the Township of Addington Highlands			

Property or Provincial Crown Land Lease description:
PIN: <u>45037-0068</u>
Legal description <if no PIN>: _____
Municipal address <if available>: _____

## Instructions for the Prescribed Form – Landowner and Provincial Crown Land Leaseholder Support

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### INSTRUCTIONS SPECIFIC TO THE PRESCRIBED FORM – LANDOWNER AND PROVINCIAL CROWN LAND LEASEHOLDER SUPPORT:

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**Instructions for the Prescribed Form – Landowner and Provincial  
Crown Land Leaseholder Support**

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**Prescribed Form – Landowner and Provincial Crown Land  
Leaseholder Support**

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Name of the Large Renewable Project:	<u>Northpoint II Wind Energy Centre</u>
Registered Proponent:	<u>Northpoint II Wind, LP</u>
Renewable Fuel of the Large Renewable Project:	<u>On-Shore Wind</u>
Contract Capacity of the Large Renewable Project <MW>:	<u>Up to 200 MW</u>

Capitalized terms not defined herein have the meanings ascribed to them in the LRP I RFP.

1. The Registered Proponent is proposing to develop, construct and operate a Large Renewable Project, with the characteristics outlined in the table above, under the LRP I RFP.
2. <Select one of the options below>
  - The assessed landowner(s) owns a Property Abutting the Property(ies) on which the Site is located or owns a Property where the proposed Connection Line is located;
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  - The leaseholder(s) is a Provincial Crown Land Leaseholder(s) where the Provincial Crown Land Lease is located in whole or in part on, or Abutting, the Property(ies) on which the Site is located.
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**Prescribed Form – Landowner and Provincial Crown Land  
Leaseholder Support**

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Name of each assessed owner of the Property or Provincial Crown Land Leaseholder	Signature of each Assessed Owner of the Property or Provincial Crown Land Leaseholder	Title <if applicable>	Date:
The Corporation of the Township of Addington Highlands			

Property or Provincial Crown Land Lease description:
PIN: <u>45037-0074</u>
Legal description <if no PIN>: _____
Municipal address <if available>: _____

## Instructions for the Prescribed Form – Landowner and Provincial Crown Land Leaseholder Support

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**Prescribed Form – Landowner and Provincial Crown Land  
Leaseholder Support**

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Name of the Large Renewable Project:	<u>Northpoint II Wind Energy Centre</u>
Registered Proponent:	<u>Northpoint II Wind, LP</u>
Renewable Fuel of the Large Renewable Project:	<u>On-Shore Wind</u>
Contract Capacity of the Large Renewable Project <MW>:	<u>Up to 200 MW</u>

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**Prescribed Form – Landowner and Provincial Crown Land  
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Name of each assessed owner of the Property or Provincial Crown Land Leaseholder	Signature of each Assessed Owner of the Property or Provincial Crown Land Leaseholder	Title <if applicable>	Date:
The Corporation of the Township of Addington Highlands			

Property or Provincial Crown Land Lease description:
PIN: <u>45037-0076</u>
Legal description <if no PIN>: _____
Municipal address <if available>: _____

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- a. The purpose of this Prescribed Form is to evidence a Landowner or Provincial Crown Land Leaseholder's support for a Large Renewable Project. The Registered Proponent under the LRP I RFP is eligible to be awarded Rated Criteria points if they are able to gain the support of (i) all assessed owners of no less than seventy-five per cent (75%) of the Properties Abutting the Properties on which the Site is located and the Properties where the proposed Connection Line is located and/or (ii) all Provincial Crown Land Leaseholders of no less than seventy-five per cent (75%) of all Provincial Crown Land Leases located in whole or in part on, and Abutting, the Properties on which the Site is located. This show of support does not constitute an agreement, approval or contract. The support given is based on the information present in respect of the development of the Large Renewable Project at the time the Prescribed Form is signed, and is not binding.

### INSTRUCTIONS APPLICABLE TO ALL PRESCRIBED FORMS:

- b. The first page of a Prescribed Form must be marked with the name of the Large Renewable Project that is the subject of the Proposal. The Registered Proponent should use the name given to the Large Renewable Project in the Prescribed Form – Registration Form.
- c. This instruction page is not required to be submitted with the Proposal.
- d. Information provided in each Prescribed Form should be consistent with the information provided in the Proposal.
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### INSTRUCTIONS SPECIFIC TO THE PRESCRIBED FORM – LANDOWNER AND PROVINCIAL CROWN LAND LEASEHOLDER SUPPORT:

- k. An original ink signature must be provided on the Prescribed Form – Landowner and Provincial Crown Land Leaseholder Support included with the hard copy Proposal marked "Original Copy". For clarity, other than the Original Copy, any

**Instructions for the Prescribed Form – Landowner and Provincial  
Crown Land Leaseholder Support**

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additional hard copies of this Prescribed Form must be signed but need not be originals (photocopies may be provided as well).

- I. Certain Properties Abutting the Properties on which the Site is located and Properties where the proposed Connection Line is located shall not be included in the determination of the seventy-five per cent (75%) under Section 3.3.1(c) of the LRP I RFP

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Name of the Large Renewable Project:	<u>Northpoint II Wind Energy Centre</u>
Registered Proponent:	<u>Northpoint II Wind, LP</u>
Renewable Fuel of the Large Renewable Project:	<u>On-Shore Wind</u>
Contract Capacity of the Large Renewable Project <MW>:	<u>Up to 200 MW</u>

Capitalized terms not defined herein have the meanings ascribed to them in the LRP I RFP.

1. The Registered Proponent is proposing to develop, construct and operate a Large Renewable Project, with the characteristics outlined in the table above, under the LRP I RFP.
2. <Select one of the options below>
  - The assessed landowner(s) owns a Property Abutting the Property(ies) on which the Site is located or owns a Property where the proposed Connection Line is located;
  - Or
  - The leaseholder(s) is a Provincial Crown Land Leaseholder(s) where the Provincial Crown Land Lease is located in whole or in part on, or Abutting, the Property(ies) on which the Site is located.
3. The assessed landowner(s) or Provincial Crown Land Leaseholder(s) supports the development, construction and operation of the Large Renewable Project as of the date of the signing of this Prescribed Form and based on the information currently available about the Large Renewable Project.
4. The assessed landowner(s) or Provincial Crown Land Leaseholder(s) acknowledges that the Large Renewable Project has not been awarded an LRP I Contract.
5. The assessed landowner(s) or Provincial Crown Land Leaseholder(s) acknowledges that the Large Renewable Project may not yet have obtained required permits and approvals, all of which could affect how the Large Renewable Project is ultimately developed, constructed and operated.
6. The assessed landowner(s) or Provincial Crown Land Leaseholder(s) acknowledges that by signing the Prescribed Form – Landowner and Provincial Crown Land Leaseholder Support he or she is helping the Registered Proponent receive Rated Criteria points under the LRP I RFP.

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Name of assessed owner(s) of the Property or Provincial Crown Land Leaseholder (s):		<u>The Corporation of the Township of Addington Highlands</u>	
Name of each assessed owner of the Property or Provincial Crown Land Leaseholder	Signature of each Assessed Owner of the Property or Provincial Crown Land Leaseholder	Title <if applicable>	Date:
The Corporation of the Township of Addington Highlands			

Property or Provincial Crown Land Lease description:
PIN: <u>45035-0127</u>
Legal description <if no PIN>: _____
Municipal address <if available>: _____

## Instructions for the Prescribed Form – Landowner and Provincial Crown Land Leaseholder Support

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**Instructions for the Prescribed Form – Landowner and Provincial  
Crown Land Leaseholder Support**

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Name of the Large Renewable Project:	<u>Northpoint II Wind Energy Centre</u>
Registered Proponent:	<u>Northpoint II Wind, LP</u>
Renewable Fuel of the Large Renewable Project:	<u>On-Shore Wind</u>
Contract Capacity of the Large Renewable Project <MW>:	<u>Up to 200 MW</u>

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Name of assessed owner(s) of the Property or Provincial Crown Land Leaseholder (s):		<u>The Corporation of the Township of Addington Highlands</u>	
Name of each assessed owner of the Property or Provincial Crown Land Leaseholder	Signature of each Assessed Owner of the Property or Provincial Crown Land Leaseholder	Title <if applicable>	Date:
The Corporation of the Township of Addington Highlands			

Property or Provincial Crown Land Lease description:
PIN: <u>45035-0128</u>
Legal description <if no PIN>: _____
Municipal address <if available>: _____

## Instructions for the Prescribed Form – Landowner and Provincial Crown Land Leaseholder Support

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**Instructions for the Prescribed Form – Landowner and Provincial  
Crown Land Leaseholder Support**

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Leaseholder Support**

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Name of the Large Renewable Project:	<u>Northpoint II Wind Energy Centre</u>
Registered Proponent:	<u>Northpoint II Wind, LP</u>
Renewable Fuel of the Large Renewable Project:	<u>On-Shore Wind</u>
Contract Capacity of the Large Renewable Project <MW>:	<u>Up to 200 MW</u>

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2. <Select one of the options below>
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**Prescribed Form – Landowner and Provincial Crown Land  
Leaseholder Support**

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Name of assessed owner(s) of the Property or Provincial Crown Land Leaseholder (s):		<u>The Corporation of the Township of Addington Highlands</u>	
Name of each assessed owner of the Property or Provincial Crown Land Leaseholder	Signature of each Assessed Owner of the Property or Provincial Crown Land Leaseholder	Title <if applicable>	Date:
The Corporation of the Township of Addington Highlands			

Property or Provincial Crown Land Lease description:
PIN: <u>45034-012S</u>
Legal description <if no PIN>: _____
Municipal address <if available>: _____

## Instructions for the Prescribed Form – Landowner and Provincial Crown Land Leaseholder Support

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This page sets out the instructions for completing the Prescribed Form – Landowner and Provincial Crown Land Leaseholder Support.

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**Instructions for the Prescribed Form – Landowner and Provincial  
Crown Land Leaseholder Support**

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**Prescribed Form – Landowner and Provincial Crown Land  
Leaseholder Support**

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Name of the Large Renewable Project:	<u>Northpoint II Wind Energy Centre</u>
Registered Proponent:	<u>Northpoint II Wind, LP</u>
Renewable Fuel of the Large Renewable Project:	<u>On-Shore Wind</u>
Contract Capacity of the Large Renewable Project <MW>:	<u>Up to 200 MW</u>

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Property or Provincial Crown Land Lease description:
PIN: <u>45032-0261</u>
Legal description <if no PIN>: _____
Municipal address <if available>: _____

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**Prescribed Form – Landowner and Provincial Crown Land  
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6. The assessed landowner(s) or Provincial Crown Land Leaseholder(s) acknowledges that by signing the Prescribed Form – Landowner and Provincial Crown Land Leaseholder Support he or she is helping the Registered Proponent receive Rated Criteria points under the LRP I RFP.

**Prescribed Form – Landowner and Provincial Crown Land  
Leaseholder Support**

Page 2 of 2	Jun 2015	IESORP/f-LRPIRFP-017r3
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<This signature page can be duplicated if there are insufficient rows to capture all assessed owners or Provincial Crown Land Leaseholders>

Name of assessed owner(s) of the Property or Provincial Crown Land Leaseholder (s):		<u>The Corporation of the Township of Addington Highlands</u>	
Name of each assessed owner of the Property or Provincial Crown Land Leaseholder	Signature of each Assessed Owner of the Property or Provincial Crown Land Leaseholder	Title <if applicable>	Date:
The Corporation of the Township of Addington Highlands			

Property or Provincial Crown Land Lease description:
PIN: <u>45031-0132</u>
Legal description <if no PIN>: _____
Municipal address <if available>: _____

## Instructions for the Prescribed Form – Landowner and Provincial Crown Land Leaseholder Support

Page 1 of ii	Jun 2015	IESORP/f-LRPIRFP-017r3
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This page sets out the instructions for completing the Prescribed Form – Landowner and Provincial Crown Land Leaseholder Support.

All capitalized terms used in these instructions and the Prescribed Form – Landowner and Provincial Crown Land Leaseholder Support, unless otherwise stated, have the meanings ascribed to them in the LRP I RFP.

### INFORMATION FOR THE SIGNING PARTIES:

- a. The purpose of this Prescribed Form is to evidence a Landowner or Provincial Crown Land Leaseholder's support for a Large Renewable Project. The Registered Proponent under the LRP I RFP is eligible to be awarded Rated Criteria points if they are able to gain the support of (i) all assessed owners of no less than seventy-five per cent (75%) of the Properties Abutting the Properties on which the Site is located and the Properties where the proposed Connection Line is located and/or (ii) all Provincial Crown Land Leaseholders of no less than seventy-five per cent (75%) of all Provincial Crown Land Leases located in whole or in part on, and Abutting, the Properties on which the Site is located. This show of support does not constitute an agreement, approval or contract. The support given is based on the information present in respect of the development of the Large Renewable Project at the time the Prescribed Form is signed, and is not binding.

### INSTRUCTIONS APPLICABLE TO ALL PRESCRIBED FORMS:

- b. The first page of a Prescribed Form must be marked with the name of the Large Renewable Project that is the subject of the Proposal. The Registered Proponent should use the name given to the Large Renewable Project in the Prescribed Form – Registration Form.
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- j. With the exception of this instruction page, instructions within a Prescribed Form will be enclosed in brackets.

### INSTRUCTIONS SPECIFIC TO THE PRESCRIBED FORM – LANDOWNER AND PROVINCIAL CROWN LAND LEASEHOLDER SUPPORT:

- k. An original ink signature must be provided on the Prescribed Form – Landowner and Provincial Crown Land Leaseholder Support included with the hard copy Proposal marked "Original Copy". For clarity, other than the Original Copy, any



Independent Electricity  
System Operator

120 Adelaide Street West, Suite 1600  
Toronto, Ontario M5H 1P1

T 416-967-7474  
F 416-967-1947  
www.ieso.ca

## Instructions for the Prescribed Form – Landowner and Provincial Crown Land Leaseholder Support

Page ii of ii

Jun 2015

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additional hard copies of this Prescribed Form must be signed but need not be originals (photocopies may be provided as well).

- I. Certain Properties Abutting the Properties on which the Site is located and Properties where the proposed Connection Line is located shall not be included in the determination of the seventy-five per cent (75%) under Section 3.3.1(c) of the LRP I RFP

**THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK**

**Prescribed Form – Landowner and Provincial Crown Land  
Leaseholder Support**

Page 1 of 2

Jun 2015

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Name of the Large Renewable Project:	<u>Northpoint II Wind Energy Centre</u>
Registered Proponent:	<u>Northpoint II Wind, LP</u>
Renewable Fuel of the Large Renewable Project:	<u>On-Shore Wind</u>
Contract Capacity of the Large Renewable Project <MW>:	<u>Up to 200 MW</u>

Capitalized terms not defined herein have the meanings ascribed to them in the LRP I RFP.

1. The Registered Proponent is proposing to develop, construct and operate a Large Renewable Project, with the characteristics outlined in the table above, under the LRP I RFP.
2. <Select one of the options below>
  - The assessed landowner(s) owns a Property Abutting the Property(ies) on which the Site is located or owns a Property where the proposed Connection Line is located;
  - Or
  - The leaseholder(s) is a Provincial Crown Land Leaseholder(s) where the Provincial Crown Land Lease is located in whole or in part on, or Abutting, the Property(ies) on which the Site is located.
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**Prescribed Form – Landowner and Provincial Crown Land  
Leaseholder Support**

Page 2 of 2

Jun 2015

IESORP/f-LRPIRFP-017r3

<This signature page can be duplicated if there are insufficient rows to capture all assessed owners or Provincial Crown Land Leaseholders>

Name of assessed owner(s) of the Property or Provincial Crown Land Leaseholder (s):		<u>The Corporation of the Township of Addington Highlands</u>	
Name of each assessed owner of the Property or Provincial Crown Land Leaseholder	Signature of each Assessed Owner of the Property or Provincial Crown Land Leaseholder	Title <if applicable>	Date:
The Corporation of the Township of Addington Highlands			

Property or Provincial Crown Land Lease description:

PIN: 45031-0174

Legal description <if no PIN>: \_\_\_\_\_

Municipal address <if available>: \_\_\_\_\_

## Instructions for the Prescribed Form – Landowner and Provincial Crown Land Leaseholder Support

Page i of ii

Jun 2015

IESORP/f-LRPIRFP-017r3

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**Instructions for the Prescribed Form – Landowner and Provincial  
Crown Land Leaseholder Support**

Page ii of ii

Jun 2015

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**Prescribed Form – Landowner and Provincial Crown Land  
Leaseholder Support**

Page 1 of 2

Jun 2015

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Name of the Large Renewable Project:	<u>Northpoint II Wind Energy Centre</u>
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Contract Capacity of the Large Renewable Project <MW>:	<u>Up to 200 MW</u>

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**Prescribed Form – Landowner and Provincial Crown Land  
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Page 2 of 2

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Name of each assessed owner of the Property or Provincial Crown Land Leaseholder	Signature of each Assessed Owner of the Property or Provincial Crown Land Leaseholder	Title <if applicable>	Date:
The Corporation of the Township of Addington Highlands			

Property or Provincial Crown Land Lease description:
PIN: <u>45031-0269</u>
Legal description <if no PIN>: _____
Municipal address <if available>: _____

## Instructions for the Prescribed Form – Landowner and Provincial Crown Land Leaseholder Support

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**Instructions for the Prescribed Form – Landowner and Provincial  
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Page II of II

Jun 2015

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**Prescribed Form – Landowner and Provincial Crown Land  
Leaseholder Support**

Page 1 of 2

Jun 2015

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Name of each assessed owner of the Property or Provincial Crown Land Leaseholder	Signature of each Assessed Owner of the Property or Provincial Crown Land Leaseholder	Title <if applicable>	Date:
The Corporation of the Township of Addington Highlands			

Property or Provincial Crown Land Lease description:
PIN: <u>45032-0051</u>
Legal description <if no PIN>: _____
Municipal address <if available>: _____

**Patricia Gray**

---

**From:** Faiella, Benjamin <Benjamin.Faiella@nexteraenergy.com>  
**Sent:** Thursday, August 06, 2015 3:14 PM  
**To:** Patricia Gray  
**Subject:** FW: Northpoint - NPT7424 Severance  
**Attachments:** CAN\_ON\_NPT2\_ConnectionLineROWs\_20150806v2.pdf

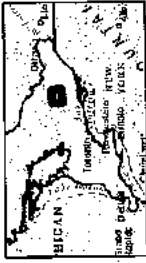
---

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

Patricia,

Please print this municipal right of way map.

-Ben



# Northpoint Connection Line Right of Ways

Ontario, Canada

- Connection Line
- Connection Line ROW
- Parcel Boundary
- Local Municipal Boundary
- Regional Municipal Boundary



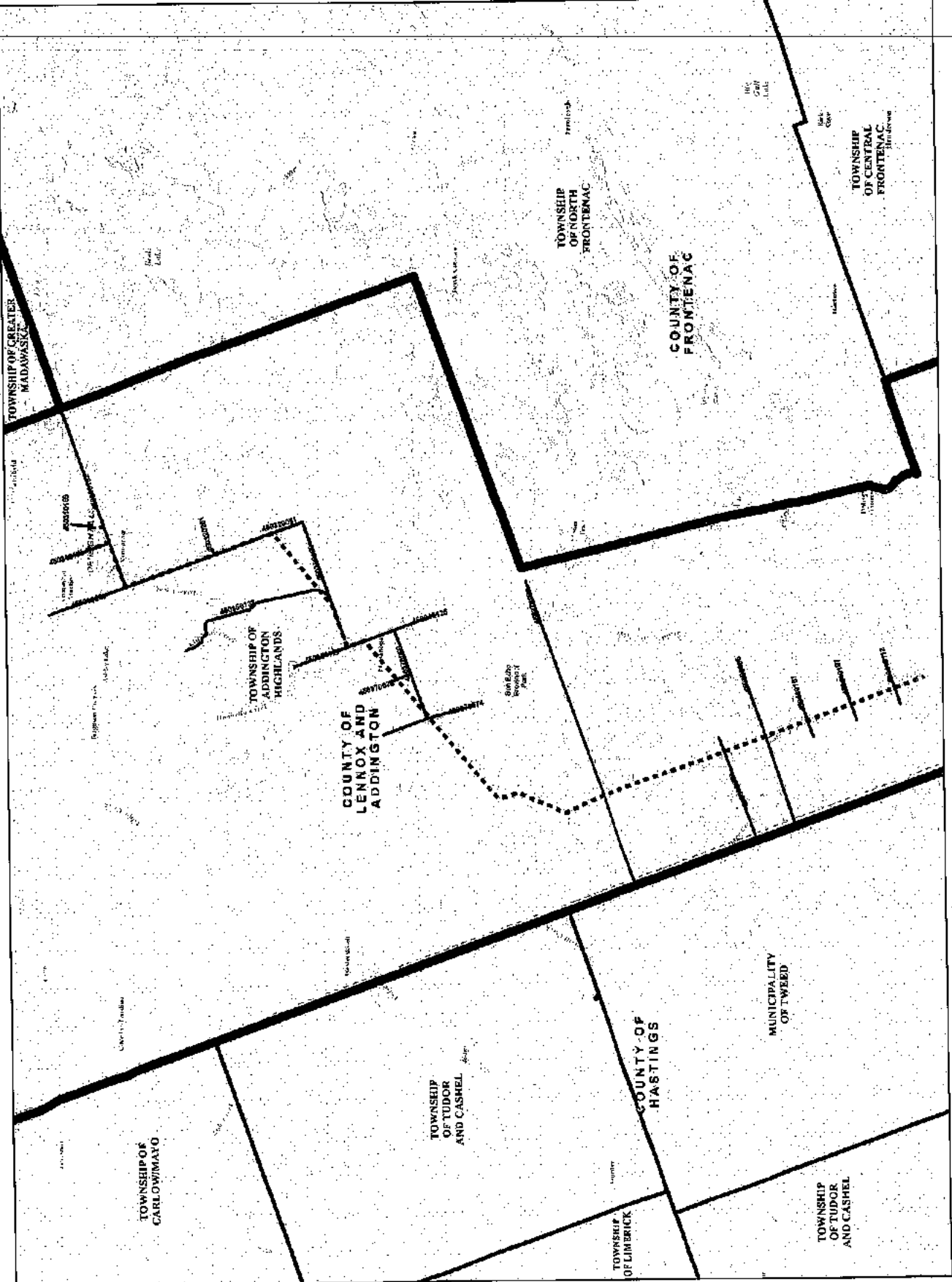
Date: 06/2015

PROPRIETARY AND CONFIDENTIAL

Contains information licensed under the  
Open Government License - Ontario

Coordinate System: NAD 1983 UTM Zone 18N  
Datum: North American 1983

This map was prepared by Nextera Energy Canada Inc. for the purpose of showing the location of the proposed connection line and right of way. It is not intended to be used for any other purpose. The information contained herein is for informational purposes only and does not constitute an offer or any other financial product or service. The information is provided "as is" and without any warranty, express or implied. The user assumes all responsibility for the use of the information. The information is subject to change without notice. The information is not to be used for any purpose other than that for which it was prepared. The information is not to be used for any purpose other than that for which it was prepared. The information is not to be used for any purpose other than that for which it was prepared.



## Patricia Gray

---

**From:** Patricia Gray <pgray@addingtonhighlands.ca>  
**Sent:** Friday, August 07, 2015 1:42 PM  
**To:** 'Faiella, Benjamin'  
**Subject:** RE: IESO Prescribed Form

---

Hi Ben,

I spoke with Reeve Hogg today, he can come in on Tuesday next week and sign, we can then courier the documents on Wed. If that works for you, could you please provide the address where you would like them sent.

Thanks, Patricia

**From:** Faiella, Benjamin [<mailto:Benjamin.Faiella@nexteraenergy.com>]  
**Sent:** Thursday, August 06, 2015 3:40 PM  
**To:** Patricia Gray  
**Subject:** IESO Prescribed Form

Patricia,

As we discussed, please ask Reeve Hogg to execute these Prescribed Forms -- Landowner and Provincial Crown Land Leaseholder Support in the next several days to support the Community Vibrancy Agreement. I would suggest that you review the "Information For The Signing Parties" on the instruction page which clearly explains the purpose of the document.

Please let me know if you have any questions. Thanks!

-Ben

**Patricia Gray**

---

**From:** Faiella, Benjamin <Benjamin.Faiella@nexteraenergy.com>  
**Sent:** Tuesday, August 11, 2015 3:59 PM  
**To:** Patricia Gray  
**Subject:** RE: IESO Prescribed Form

---

Thanks, Patricia. Just keep track of these costs so that the municipality is reimbursed in accordance with the Community Vibrancy Agreement.

Sent from Outlook

On Tue, Aug 11, 2015 at 12:47 PM -0700, "Patricia Gray" <[pgray@addingtonhighlands.ca](mailto:pgray@addingtonhighlands.ca)> wrote:

This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email.

That's fine- no problem, we will send it on our account; I have already ordered the pick up.  
Thanks, Patricia

**From:** Faiella, Benjamin [<mailto:Benjamin.Faiella@nexteraenergy.com>]  
**Sent:** Tuesday, August 11, 2015 11:16 AM  
**To:** Patricia Gray  
**Subject:** RE: IESO Prescribed Form

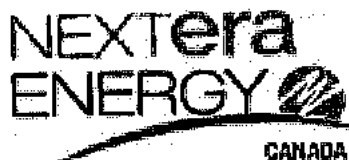
Patricia,

Make it attn: Bronwyn Atkinson.

Also, I don't think we have a Purolator account, but we do have a UPS account. Will that work?

Respectfully,

Ben Faiella  
Project Director  
Wind Development – Canada



700 Universe Blvd. FEW/JB  
Juno Beach, Florida 33408  
Office: (561) 304-5237  
Mobile: (561) 373-8136  
[benjamin.faiella@nexteraenergy.com](mailto:benjamin.faiella@nexteraenergy.com)

**From:** Patricia Gray [<mailto:pgray@addingtonhighlands.ca>]  
**Sent:** Tuesday, August 11, 2015 11:10 AM  
**To:** Faiella, Benjamin  
**Subject:** RE: IESO Prescribed Form

This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email.

Ok, it should be picked up tomorrow. Do you have a Purolator acct number that I can list on the slip so it is paid by the receiver? Also should I put it to your attention?  
Thanks, Patricia

**From:** Faiella, Benjamin [<mailto:Benjamin.Faiella@nexteraenergy.com>]  
**Sent:** Tuesday, August 11, 2015 11:02 AM  
**To:** Patricia Gray  
**Subject:** RE: IESO Prescribed Form

That's it. Thanks, Patricia!

Sent from Outlook

**From:** Patricia Gray <[pgray@addingtonhighlands.ca](mailto:pgray@addingtonhighlands.ca)>  
**Sent:** Tuesday, August 11, 2015 10:57 AM  
**Subject:** RE: IESO Prescribed Form  
**To:** Faiella, Benjamin <[benjamin.faiella@nexteraenergy.com](mailto:benjamin.faiella@nexteraenergy.com)>

This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email.

Hi Ben,

Reeve Hogg was in and signed the prescribed forms, should I send them to the Toronto address below? I would like to call for a pick up today as we only have Purolator pick up on Wednesday and Friday.

**NextEra Energy Canada, LP**  
**390 Bay Street, Suite 1720, Toronto Ontario M5H 2Y2**

Thanks, Patricia

**From:** Faiella, Benjamin [<mailto:Benjamin.Faiella@nexteraenergy.com>]  
**Sent:** Thursday, August 06, 2015 3:40 PM  
**To:** Patricia Gray  
**Subject:** IESO Prescribed Form

Patricia,

As we discussed, please ask Reeve Hogg to execute these Prescribed Forms -- Landowner and Provincial Crown Land Leaseholder Support in the next several days to support the Community Vibrancy Agreement. I would suggest that you

review the "Information For The Signing Parties" on the instruction page which clearly explains the purpose of the document.

Please let me know if you have any questions. Thanks!

-Ben

---

## Patricia Gray

---

**From:** Dudek, Derek <Derek.Dudek@nexteraenergy.com>  
**Sent:** Friday, August 14, 2015 10:08 AM  
**To:** Jenny Duhamel; Patricia Gray  
**Cc:** Faiella, Benjamin  
**Subject:** Northpoint I, II - next week

---

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

Hello Jenny and Patricia,  
Just a quick note to request that if any urgent matters come up next week on either Northpoint project, please contact Ben directly as I will be on holidays with questionable cell phone coverage.

Thanks,

**Derek Dudek** | Community Relations Consultant  
**NextEra Energy Canada, LP**  
390 Bay Street, Suite 1720, Toronto Ontario M5H 2Y2  
office: 416.364.9714 ext 5663  
mobile: 519.318.0237  
[derek.dudek@nexteraenergy.com](mailto:derek.dudek@nexteraenergy.com)



## Christine Reed

---

**From:** Faiella, Benjamin <Benjamin.Faiella@nexteraenergy.com>  
**Sent:** August-21-15 9:54 AM  
**To:** Christine Reed  
**Subject:** RE: IESO Prescribed Forms

---

**Categories:** Wind Project

Thanks, Christine. Have a good weekend!

Respectfully,

Ben Faiella  
Project Director  
Wind Development – Canada



700 Universe Blvd. FEW/JB  
Juno Beach, Florida 33408  
Office: (561) 304-5237  
Mobile: (561) 373-8136  
[benjamin.faiella@nexteraenergy.com](mailto:benjamin.faiella@nexteraenergy.com)

**From:** Christine Reed [<mailto:clerk@addingtonhighlands.ca>]  
**Sent:** Friday, August 21, 2015 9:51 AM  
**To:** Faiella, Benjamin  
**Subject:** RE: IESO Prescribed Forms

This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email.

Hi Ben,

Please find attached the prescribed forms in word format as requested. As Patricia is on vacation and I haven't had an opportunity to speak with her about these since I was on vacation please look them over and ensure that there are the correct versions and match what was signed. If you require something different please let me know.

*Christine Reed*

Clerk-Treasurer  
Township of Addington Highlands  
P.O. Box 89  
Flinton, ON K0H 1P0



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**From:** Faiella, Benjamin [<mailto:Benjamin.Faiella@nexteraenergy.com>]  
**Sent:** August-20-15 5:07 PM  
**To:** [pgray@addingtonhighlands.ca](mailto:pgray@addingtonhighlands.ca)  
**Cc:** [clerk@addingtonhighlands.ca](mailto:clerk@addingtonhighlands.ca)  
**Subject:** RE: IESO Prescribed Forms

Actually, I think you may have made correction to the municipal support resolution form as well (I think you may have filled in the date). If so, please send that one as well.

Respectfully,

Ben Faiella  
Project Director  
Wind Development – Canada



700 Universe Blvd. FEW/JB  
Juno Beach, Florida 33408  
Office: (561) 304-5237  
Mobile: (561) 373-8136  
[benjamin.faiella@nexteraenergy.com](mailto:benjamin.faiella@nexteraenergy.com)

**From:** Faiella, Benjamin  
**Sent:** Thursday, August 20, 2015 5:06 PM  
**To:** [pgray@addingtonhighlands.ca](mailto:pgray@addingtonhighlands.ca)  
**Cc:** [clerk@addingtonhighlands.ca](mailto:clerk@addingtonhighlands.ca)  
**Subject:** IESO Prescribed Forms  
**Importance:** High

Patricia,

I hope you are doing well and enjoying the end of summer. We have all of the documents countersigned and ready to send back to your office. However, we need the word version of the IESO Prescribed Forms that you corrected (I believe it was the Municipal Agreement form). We have the executed documents, but we need the blank ones to attach as schedules to the Community Vibrancy Agreement. If you could send those over by Friday, it would be greatly appreciated. As soon as we get them, we will finish compiling the documents and courier them back to your office.

Respectfully,

Ben Faiella  
Project Director

Wind Development – Canada



700 Universe Blvd. FEW/JB

Juno Beach, Florida 33408

Office: (561) 304-5237

Mobile: (561) 373-8136

[benjamin.faiella@nexteraenergy.com](mailto:benjamin.faiella@nexteraenergy.com)

## Patricia Gray

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**From:** Faiella, Benjamin <Benjamin.Faiella@nexteraenergy.com>  
**Sent:** Monday, August 31, 2015 9:31 PM  
**To:** clerk@addingtonhighlands.ca; pgray@addingtonhighlands.ca  
**Cc:** Atkinson, Bronwyn; Greenhouse, Ben  
**Subject:** Signed Addington Highlands Northpoint II Documents  
**Attachments:** Final AH Northpoint II Signed Documents.pdf

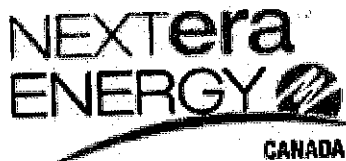
**Importance:** High  
**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Christine and Patricia,

The final countersigned Northpoint II documents are attached for your reference. We are also sending the originals by courier. Please let me know if you have any questions. Have a great week!

Respectfully,

Ben Faiella  
Project Director  
Wind Development – Canada



700 Universe Blvd. FEW/JB  
Juno Beach, Florida 33408  
Office: (561) 304-5237  
Mobile: (561) 373-8136  
[benjamin.faiella@nexteraenergy.com](mailto:benjamin.faiella@nexteraenergy.com)

**Prescribed Form – Municipal Agreement**

Page 1 of 2    Mar 2015    IESORP/f-LRPIRFP-015r2

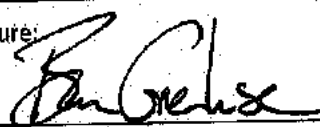

Name of the Large Renewable Project	<u>Northpoint II Wind Energy Centre</u>
Renewable Fuel of the Large Renewable Project:	<u>On-Shore Wind</u>
Contract Capacity of the Large Renewable Project <MW>:	<u>Up to 200MW</u>

All capitalized terms not defined herein have the meanings ascribed to them in the LRP I RFP;

**WHEREAS** the Registered Proponent intends to submit a Proposal for a Large Renewable Project under the LRP I RFP;

**NOW THEREFORE:**

1. The Registered Proponent acknowledges that it is proposing to develop, construct and operate a Large Renewable Project, with the characteristics outlined in the table above, under the LRP I RFP.
2. The Local Municipality of The Corporation of the Township of Addington Highlands acknowledges that it has entered into a binding agreement with the Registered Proponent in respect of the Large Renewable Project effective on the 04 day of Aug, 2015
3. The Registered Proponent and the Local Municipality acknowledge that the binding agreement may be conditional only on the Registered Proponent being awarded an LRP I Contract for the Large Renewable Project.
4. The Registered Proponent and the Local Municipality acknowledge that the Registered Proponent's Proposal may be awarded Rated Criteria points by the IESO under the LRP I RFP where the Registered Proponent and every Project Community completes this Prescribed Form.
5. The Registered Proponent acknowledges that the binding agreement may not be used for the purpose of any other form of approval in relation to the Proposal or the Large Renewable Project or for any other purpose.

Registered Proponent: <u>Northpoint II Wind, LP</u> <u>by Northpoint II Wind GP, Inc., Its General Partner</u>	Local Municipality: <u>The Corporation of the Township of Addington Highlands</u>
Signature: 	Signature: 
Name: <u>BEN GREENHOUSE</u>	Name: <u>Henry Hogg</u>
Title: <u>ASSISTANT VICE PRESIDENT</u>	Title: <u>Reeve</u>
I have the authority to bind the Registered Proponent.	I have the authority to bind the Local Municipality.
Dated this <u>13</u> day of <u>Aug</u> , 2015	Dated this <u>4</u> day of <u>Aug</u> , 2015



**Prescribed Template – Municipal Council Support Resolution**

Page 1 of 2

Mar 2015

IESORP/f-LRPIRFP-013r2

Capitalized terms not defined herein have the meaning ascribed to them in the LRP I RFP.

Resolution NO: 426/15 Date: August 04, 2015

**[WHEREAS]:**

1. The Registered Proponent is proposing to develop, construct and operate a Large Renewable Project, with the characteristics outlined in the table below, under the LRP I RFP.

Name of the Large Renewable Project:	<u>Northpoint II Wind Energy Centre</u>
Registered Proponent:	<u>Northpoint II Wind, LP</u>
Renewable Fuel of the Large Renewable Project:	<u>On-Shore Wind</u>
Contract Capacity of the Large Renewable Project <MW>:	<u>Up to 200MW</u>
Description of the Properties within the geographic bounds of the Local Municipality on which the Site and/or Connection Line is located <PIN(s) (if a PIN is not available, use legal description), Grid Cell(s) and/or Waterpower Site Number>:	<u>See Schedule A attached (the "Lands")</u>

2. The Registered Proponent acknowledges that the Large Renewable Project and/or proposed Connection Line, either in whole or in part is to be located on lands under the jurisdiction of The Corporation of the Township of Addington Highlands;
3. The Registered Proponent has requested that the council of The Corporation of the Township of Addington Highlands indicate by resolution their support for the Large Renewable Project and/or proposed Connection Line on the Lands;
4. Pursuant to the LRP I RFP, Proposals that receive the formal support of the local jurisdictional authorities of all the Project Communities in which the Large Renewable Project and proposed Connection Line are being located in the form of a support resolution will be awarded Rated Criteria points for the purpose of ranking the Proposal in relation to other Proposals for a contract under the LRP I RFP; and

**NOW THEREFORE BE IT RESOLVED THAT:**

5. The council of The Corporation of the Township of Addington Highlands supports the development, construction and operation of the Large Renewable Project and/or proposed Connection Line on the Lands.
6. This resolution's sole purpose is to enable the Registered Proponent to receive Rated Criteria points under LRP I RFP and may not be used for the purpose of any other form of approval in relation to the Proposal or Large Renewable Project and/or proposed Connection Line or for any other purpose. Rated Criteria points will be used to rank the Registered Proponent's Proposal in relation to other Proposals received by the IESO under the LRP I RFP.

**Prescribed Template – Municipal Council Support Resolution**

Page 2 of 0    Mar 2015    IESORP/1-LRP/RFP-013r2

7. Though this resolution may impact the rank of the Registered Proponent's Proposal in relation to other Proposals received by the IESO, it does not guarantee a contract will be offered to the Registered Proponent under the LRP / RFP.

[DULY RESOLVED BY THE LOCAL MUNICIPALITY]

on the 04 day of August 2015

1.	Name: <u>Henry Hoog</u>	Title: <u>Reeve</u>
	Signature: <u>[Signature]</u>	
2.	Name: <u>E. Helen Yanch</u>	Title: <u>Deputy Reeve</u>
	Signature: <u>[Signature]</u>	
3.	Name: <u>Bill Cot</u>	Title: <u>Councillor</u>
	Signature: <u>[Signature]</u>	
4.	Name:	Title:
	Signature:	
5.	Name:	Title:
	Signature:	

<Signature lines for elected representatives. At least one signature is required.>



**Schedule A**  
**(the "Lands")**

**PINs**

450290085	450290071	450300252	450310158	450310310	450320257
450250202	450290077	450300259	450310160	450320051	450320259
450280052	450290080	450300270	450310161	450320052	450320260
450280057	450290087	450300283	450310162	450320053	450320261
450280066	450290094	450300285	450310163	450320069	450320262
450280121	450290122	450300289	450310167	450320081	450320265
450280126	450290126	450300290	450310170	450320088	450320292
450280127	450290127	450310051	450310172	450320158	450330135
450280130	450290135	450310075	450310173	450320163	450340125
450280136	450290136	450310076	450310174	450320166	450350127
450280145	450290137	450310077	450310175	450320190	450350128
450280159	450290139	450310083	450310178	450320191	450350133
450280160	450290140	450310085	450310190	450320192	450370068
450280173	450290141	450310091	450310194	450320194	450370074
450280249	450290144	450310102	450310195	450320196	450370076
450280251	450290145	450310104	450310196	450320200	450370080
450280256	450290146	450310106	450310197	450320201	450380085
450280259	450290148	450310116	450310201	450320215	450380086
450280260	450300055	450310119	450310261	450320219	450410101
450280261	450300190	450310132	450310262	450320222	450410107
450280291	450300200	450310133	450310269	450320223	450410112
450280296	450300207	450310134	450310272	450320232	
450280302	450300217	450310135	450310273	450320233	
450280303	450300223	450310152	450310282	450320234	
450280309	450300232	450310157	450310284	450320255	

Crown Land Grid Cells

450330771730	444930771830	445800771730	451030771700	450230770730	450330771200
450430771730	445000771830	445430772100	451000771700	450300771200	450500771200
450530771730	445200771930	445400772100	451000771830	450200771130	450530771200
451030771730	450030771300	450000771330	450500771130	450230771130	450930771200
451130771730	450100771300	444930771800	450630771830	450530771130	450200770900
450400771430	444900771800	445900771600	451030772000	450800771130	450600770900
450230770930	445930771430	450330771330	450230770900	450600771830	450630770900
450130770630	445800771630	450030771330	450800771030	450830772100	450230771000
450200770700	445100771930	450130771200	450430771800	450400770730	450530771000
450230770700	445130771930	445830771630	450500771730	450600770830	450300770730
450300770700	445630771930	445730771830	450530771430	450600771530	450600771000
451100771730	445400772030	445030771900	450600771430	450630771530	450800772100
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450900772000	445500772030	450000771400	450530771500	450500771800	450930771930
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450430771300	444700771700	450230771230	451000771900	450600771600	450500771300
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450900771230	450430771330	450300771130			

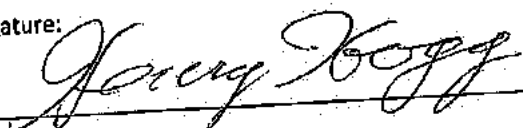
**Prescribed Form – Municipal Meeting Confirmation**

Name of the Large Renewable Project:	<u>Northpoint II Wind Energy Centre</u>
Registered Proponent:	<u>Northpoint II Wind, LP</u>
Renewable Fuel of the Large Renewable Project:	<u>On-Shore Wind</u>
Contract Capacity of the Large Renewable Project <MW>:	<u>Up to 200 MW</u>

Capitalized terms not defined herein have the meanings ascribed to them in the LRP / RFP.

The Local Municipality confirms to the IESO the following:

1. I am the/an Reeve of the Township of Addington Highlands (the "Local Municipality") and have the delegated authority to provide this confirmation on behalf of the Local Municipality and without personal liability.
2. The Registered Proponent has advised the Local Municipality that it proposes to develop, construct and operate a Large Renewable Project and/or proposed Connection Line, with the characteristics outlined in the table above, under the LRP / RFP.
3. On the 6 day of July, 2015, at Flinton Ontario, the Registered Proponent held a meeting with representatives of the Local Municipality to discuss the particulars of the Large Renewable Project and/or proposed Connection Line (the "Meeting").
4. Representatives of the Local Municipality that attended the Meeting are listed in Exhibit A.

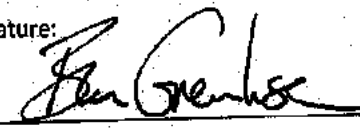
Local Municipality: <u>The Corporation of the Township of Addington Highlands</u>
Signature: 
Name: <u>Henry Hogg</u>
Title: <u>Reeve</u>
I have the authority to sign on behalf of the Local Municipality.
Dated this <u>4</u> day of <u>August</u> , <u>2015</u>

**Prescribed Form – Municipal Meeting Confirmation**

Page 2 of 3	Mar 2015	IESORP/F-LRP/RFP-011r2
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The Registered Proponent acknowledges that this confirmation:

1. Is not an approval by the Local Municipality of the proposed Large Renewable Project and/or Connection Line;
2. Is not a promise by the Local Municipality to host the proposed Large Renewable Project and/or Connection Line;
3. Is not a contract and cannot be relied upon by the Registered Proponent, IESO or any third party as containing any promises by the Local Municipality; and
4. Is only for the purpose of the Registered Proponent satisfying section 3.2.5(b) of the LRP/RFP and for no other purpose.

Registered Proponent: <u>Northpoint II Wind, LP</u>
Signature: 
Name: Benjamin Greenhouse
Title: Assistant Vice President
I have the authority to bind the Registered Proponent.
Dated this <u>13</u> day of <u>Aug</u> , 20 <u>15</u>

**EXHIBIT A**

**REPRESENTATIVES OF THE LOCAL MUNICIPALITY THAT ATTENDED THE MEETING**

<This Exhibit can be duplicated as needed to accommodate additional signatures.>

*Helen Ganch - Deputy Reeve*

Name and title of representative from the Local Municipality

Name and title of representative from the Local Municipality

*B. Harley Sloope - Councillor*

Name and title of representative from the Local Municipality

Name and title of representative from the Local Municipality

*Tony Finta - Councillor*

Name and title of representative from the Local Municipality

Name and title of representative from the Local Municipality

*Bill Cox - Councillor*

Name and title of representative from the Local Municipality

Name and title of representative from the Local Municipality

*Henry Long - Reeve*

Name and title of representative from the Local Municipality

Name and title of representative from the Local Municipality

Name and title of representative from the Local Municipality

Name and title of representative from the Local Municipality

Name and title of representative from the Local Municipality

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Name and title of representative from the Local Municipality

Name and title of representative from the Local Municipality

Name and title of representative from the Local Municipality

**COMMUNITY VIBRANCY AGREEMENT**

THIS AGREEMENT (the "Agreement") made as of this 4th day of August, 2015  
(the "Effective Date")

**BETWEEN:**

**THE CORPORATION OF THE TOWNSHIP OF ADDINGTON HIGHLANDS**  
(hereinafter referred to as "Addington Highlands")

**OF THE FIRST PART**

- and -

**NORTHPOINT II WIND, LP**  
(hereinafter referred to as "NORTHPOINT II")

**OF THE SECOND PART**

(Addington Highlands and Northpoint II are hereinafter individually referred to as a "Party" and collectively referred to as the "Parties")

WHEREAS Northpoint II is participating in the Independent Electricity System Operator's ("IESO's") procurement program for large renewable projects (the "Procurement Program") pursuant to which the IESO intends to enter into supply contracts with selected proponents for the supply of electricity from renewable generating facilities; and

WHEREAS Northpoint II proposes to construct a renewable energy generating facility located within the boundaries of The Township of Addington Highlands to be known as the Northpoint II Wind Energy Centre (the "Wind Project") to supply electricity in accordance with any Supply Contract awarded to Northpoint II pursuant to the Procurement Program; and

WHEREAS the Wind Project is expected to be rated at up to 200 megawatts and will consist of Wind Turbines, together with the appurtenant equipment, buildings, collection systems, transmission facilities, and access roads (all or a portion of which will be located within the boundaries of the Township of Addington Highlands); and

WHEREAS Addington Highlands has agreed to provide to Northpoint II the Municipal Council Support Resolution and the Municipal Agreement principally in the forms attached hereto as Schedules A and B respectively, and any similar forms of agreement requested by Northpoint II and/or prescribed by the IESO from time to time in accordance with the terms of the Procurement Program (collectively, the "Municipal Support Documents"); and

WHEREAS in recognition of Northpoint II's community relations efforts and to compensate Addington Highlands for any potential effect the Wind Project may have, directly or indirectly, on Addington Highlands's infrastructure or its ability to provide services to its residents, Northpoint II has agreed to provide certain amenities and other assurances to Addington Highlands in accordance with the terms of this agreement.

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the Parties have agreed with each other as follows:

#### PART I - DEFINITIONS

1. In this Agreement:

- (a) "**Anti-Bribery Laws**" mean any anti-bribery law or international convention, as may apply now or in the future, including the Canadian Corruption of Foreign Public Officials Act, the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act and the OECD Convention on Combating Bribery of Foreign Public Officials
- (b) "**Amenity Fee**" means the fee payable by Northpoint II to Addington Highlands in accordance with Part IV of this Agreement;
- (c) "**Anything of value**" shall have the meaning set forth in Section 17;
- (d) "**Commencement Date**" shall have the meaning set forth in Section 8;
- (e) "**Commercial Operation**" means the point in time when the Wind Project is deemed by the terms of the Supply Contract to have achieved commercial operation;
- (f) "**Commercial Operation Date**" has the same meaning as in the Supply Contract and means the date on which commercial operation of the Wind Project is attained;
- (g) "**Community Vibrancy Fund**" shall have the meaning set forth in Section 15;
- (h) "**Council**" means the Council of Addington Highlands as elected by the community;
- (i) "**Emergency**" means an emergency as defined by the *Emergency Management and Civil Protection Act*, R.S.O. 1990;
- (j) "**Governmental Official**" shall have the meaning set forth in Section 17;
- (k) "**Municipal Support Documents**" shall have the meaning set forth in the recitals to this Agreement;
- (l) "**Secured Party**" means a person, corporation or entity who, from time to time, has a legal right under a financing agreement to assume Northpoint II's position in this Agreement as a result of Northpoint II's default under the said financing agreement;
- (m) "**Stub Year**" means the period of time between the Commercial Operation Date and December 31<sup>st</sup> of the same year;
- (n) "**Supply Contract**" means a supply contract entered into with the IESO pursuant to the qualification of Northpoint II under the Procurement Program;

- (o) "Wind Project" shall have the meaning set forth in the recitals to this Agreement;
- (p) "Wind Turbine" means a wind driven turbine constructed by Northpoint II, or any subsidiaries or affiliates of Northpoint II, as part of the Northpoint II Wind Project; and
- (q) "year" means a calendar year.

#### **PART II-TERM**

2. This Agreement shall become effective on the Effective Date and shall continue for the term of any Supply Contract (the "Term"), unless earlier terminated pursuant to Sections 19, 35 or 48.

#### **PART III - MUNICIPAL SUPPORT DOCUMENTS**

3. Addington Highlands shall, within ten (10) business days following receipt of a final draft of any Municipal Support Document(s) from Northpoint II, deliver two (2) executed original copies of same to Northpoint II.

#### **PART IV - AMENITY FEE**

4. Commencing on the Commercial Operation Date and continuing each year during the Term, Northpoint II shall pay the Amenity Fee to Addington Highlands.

5. The Amenity Fee for a given year shall be, at the election of Addington Highlands, written notice of which must be delivered by Addington Highlands to Northpoint II no later than twelve (12) months following the Effective Date, either:

- a) the greater of:
  - i. the fixed turbine rate of Three Thousand Five Hundred Dollars (\$3,500.00 CAD) multiplied by the aggregate nameplate capacity expressed in megawatts of the Wind Turbines which are located within the Township of Addington Highlands and were operating for at least sixty (60) days during the year, as determined by Northpoint II, acting reasonably, plus Three Thousand Five Hundred Dollars (\$3,500.00 CAD) per km of transmission lines (or any portion thereof) located within rights-of-way owned by Addington Highlands, plus Fifty Thousand Dollars (\$50,000.00 CAD) for each collection substation located within the boundaries of the Township of Addington Highlands; and
  - ii. Five Hundred Thousand Dollars (\$500,000.00); or
- b) for the first twelve (12) months following the Commencement Date, the fixed turbine rate of Ten Thousand Dollars (\$10,000.00 CAD) multiplied by the aggregate nameplate capacity expressed in megawatts of the Wind Turbines which are located within the Township of Addington Highlands and were operating for at least sixty (60) days during the year, as determined by Northpoint II, acting reasonably, plus Ten Thousand Dollars



(\$10,000.00 CAD) per km of overhead transmission lines located within rights-of-way owned by Addington Highlands, plus Fifty Thousand Dollars (\$50,000.00 CAD) for each collection substation located within the boundaries of the Township of Addington Highlands, and, for the balance of the Term, the fixed turbine rate of Two Thousand Five Hundred Dollars (\$2,500.00 CAD) multiplied by the aggregate nameplate capacity expressed in megawatts of the Wind Turbines which are located within the Township of Addington Highlands and were operating for at least sixty (60) days during the year, as determined by Northpoint II, acting reasonably, plus Two Thousand Five Hundred Dollars (\$2,500.00 CAD) per km of overhead transmission lines located within rights-of-way owned by Addington Highlands, plus Fifty Thousand Dollars (\$50,000.00 CAD) for each collection substation located within the boundaries of the Township of Addington Highlands.

6. Notwithstanding the foregoing, the Amenity Fee for a given year shall be reduced by the amount, if any, of the increase in the Township of Addington Highland's share of the property taxes levied by Addington Highlands in respect of the Wind Project, to the extent such increase is the result of either (i) an amendment to, or change in the practices under, the *Assessment Act* (Ontario) subsequent to the execution of this Agreement for determining the assessed value of the Wind Project, or (ii) the Wind Project being taxed at a rate different than other general industrial uses in the Township of Addington Highlands. For greater certainty, there shall be no such reductions to the Amenity Fee resulting solely from an increase in the property taxes levied by the Township of Addington Highlands in respect of the Wind Project due to an increase in the general industrial tax rate as described above, unless such increase exceeds the previous year's taxes in respect of the Wind Project by more than ten percent (10%).

- (a) The Parties further agree that Northpoint II may from time to time apply to Addington Highlands to adjust the Amenity Fee where the economic return from the Wind Project is materially and adversely affected by a change in law or other circumstance beyond the control of Northpoint II (including, without limitation, any new charges, levies, deductions or taxes that may in the future be charged, applied or assessed by the IESO or any other governmental authority, against the Wind Project (or revenues therefrom) or Northpoint II or its affiliates in respect of the Wind Project (or revenues therefrom), other than income taxes of general application), and for so long as such material and adverse effect exists. Northpoint II shall request the consent of Addington Highlands prior to making a final determination that such material adverse effect has occurred and prior to adjusting the Amenity Fee. As part of the application to Addington Highlands Northpoint II shall:
- i. provide to Addington Highlands reasonable disclosure of its reasons for considering such adjustment;
  - ii. provide to Addington Highlands any information that supports the request for adjustment and the quantum of adjustment to enable Addington Highlands to assess the reasonableness of the request;
  - iii. engage in meaningful consultation with Addington Highlands; and
  - iv. apply a standard of reasonableness to its assessment of the need for an adjustment to ensure that request is made in a fair, reasonable and non-arbitrary manner.

- (b) Upon completion of the request and consultation described above, Northpoint II may adjust the Amenity Fee in accordance with the stated reasons provided to Addington Highlands, regardless of whether Addington Highlands consents.
- (c) The parties agree that Addington Highlands may submit the adjustment of the Amenity Fee to the dispute resolution provisions in accordance with this Agreement and the arbitrator shall determine whether the adjustment is reasonable in the circumstances.
- (d) The parties agree that the information and reasons submitted by Northpoint II pursuant to this section and any information provided at any subsequent arbitration shall be treated as confidential business information, the disclosure of which could prejudice the competitive position of Northpoint II.

7. The Amenity Fee for the Stub Year and the final year of the Term shall be prorated using the percentage that the number of days in the Stub Year or the final year of the Term, as applicable, is to 365.

8. Northpoint II shall pay the Amenity Fee annually beginning on March 31<sup>st</sup> of the first year following commencement of commercial operations (the "**Commencement Date**") and by each March 31<sup>st</sup> thereafter for the remainder of the Term. Northpoint II shall provide written notice to Addington Highlands of the Commercial Operation Date within sixty (60) days of achieving same.

9. If the Parties are unable to resolve any dispute between them involving payment of any fees set forth in this Agreement, either Party may request that the dispute be submitted first to mediation by an impartial third party to be agreed upon by Northpoint II and Addington Highlands. If the Parties are unable, in good faith, to resolve the dispute through mediation, the dispute shall be submitted to binding arbitration in accordance with the dispute resolution provisions in Part VII of this agreement.

#### **PART V - PERMITS**

10. Northpoint II shall pay to Addington Highlands permit fees for all components of the Wind Project, for which a permit is required, in accordance with the Addington Highlands's permit fee by-laws in effect at the time of application. For greater clarity, this shall include building permits for the Wind Turbines and the maintenance and administration buildings, if any; entrance permits; oversized or overweight haul permits; and other permits for the Wind Project. The Parties acknowledge that the amount of the permit fees pursuant to this Section are anticipated to be reasonable charges for Addington Highlands to administer and enforce the *Building Code Act* and other appropriate by-laws, but in any event shall not, in aggregate, exceed Eight Thousand Dollars (\$8,000.00 CAD) (the "**Permit Payment**") per Wind Turbine. Said fees shall cover the following:

- (a) the cost to review all plans and drawings in support of the application for the permit;
- (b) all inspections of the construction required by the *Building Code Act*;
- (c) if applicable, the cost to inspect entrance culverts to be installed by Northpoint II at the entrance onto the property on which the Wind Turbines will be constructed, such culverts to be of a standard specified by and installed to the satisfaction of the Addington Highlands;
- (d) if applicable, the assigning (but not the installation) of a municipal address for the

Wind Turbine; and

- (e) all other efforts reasonably anticipated to be necessary for the issuance of the permit.

**11. [Intentionally deleted]**

12. Addington Highlands agrees to process, review and render a decision on Northpoint II's permit applications in an expeditious manner and in no case more than the earlier of (i) the timeframe outlined in Addington Highlands' ordinances; and (ii) thirty (30) days, provided that such permit applications are complete and contain all information required in accordance with the applicable ordinances.

13. The commitment by Addington Highlands to expedite the processing of permit applications made by Northpoint II as referenced above shall not be interpreted as implying any obligation on the part of Addington Highlands to approve such applications or submissions. All permit application and submissions made by Northpoint II shall be considered by Council or the appropriate administrative officer on their merits at the time the applications or submissions are made. Addington Highlands and Northpoint II both acknowledge that Addington Highlands cannot enter into any agreement that has the effect of expressly or impliedly fettering the legislative discretion of the current or a future Council or the administrative discretion of any municipal officer, acting reasonably, and this Agreement is not intended to have that effect.

**PART VI – NORTHPOINT II COVENANTS**

14. In addition to the covenants to pay the fees set out in Parts IV and V hereof, Northpoint II further covenants and agrees with Addington Highlands as follows:

- a) To use commercially reasonable efforts to enter into a Road Use Agreement with Addington Highlands prior to the commencement of construction of the Wind Project which Road Use Agreement shall include, but not be limited to, covenants and agreements related to the following: municipal works; permit fees; letters of credit; installation work; electrical infrastructure; snow clearance; entrances and entrance work; tree work; abandonment and decommissioning; and municipal costs. It is the intent of the Parties that Northpoint II shall be responsible for all costs and repairs to Addington Highland's roads and infrastructure impacted by the Wind Project. Furthermore, in carrying out the Road Use Agreement, Northpoint II shall indemnify Addington Highlands against all third party actions, causes of action, suits, claims and demands whatsoever to the extent arising out of, resulting from, or caused by Northpoint II, its employees, servants or agents except for negligent or tortious acts, errors, or omissions by Addington Highlands;
- b) to use good faith efforts to hire local suppliers of labour and materials, to the extent available and to the extent that such local suppliers are competitive and comply with the requirements set forth in the Supply Contract, in respect of the construction and operation of the Wind Project;
- c) subject to Sections 17-19 of this Agreement, within ninety (90) days of the entering

into of a Supply Contract, provide to the Corporation Fifty Thousand Dollars (\$50,000 CAD) for the Municipality to establish a bursary on terms acceptable to the Municipality to disburse a maximum of Ten Thousand Dollars (\$10,000.00 CAD) per year which shall be accessible by: 1) individuals attending post-secondary education programs; 2) individuals seeking to acquire skills in anticipation of providing services related to the construction, operation, or management of renewable energy projects; and 3) educational institutions within the township to support initiatives such as technology upgrades and the establishment of student scholarships;

- d) to provide training free of charge to local emergency services in respect of calls related to Wind Turbines;
- e) commencing on the date Northpoint II enters into a Supply Contract and terminating on the Commercial Operation Date, Northpoint II shall reimburse Addington Highlands for expenses incurred by Addington Highlands for legal, consulting, and other costs, supported by an undisputed invoice and any supporting documentation, to negotiate the agreements denoted in Subsection (a) and (c) of this Section 14, and for participating in the Renewable Energy Approval process. The Parties agree that the reimbursement under this Subsection (e) shall not exceed One Hundred and Fifty Thousand Dollars (\$150,000.00 CAD);
- f) to investigate the technical, regulatory and financial feasibility of installing light mitigation technology to significantly reduce the impact of wind turbine aviation safety lights on the night sky in the area of the wind turbines, and to provide an assessment of the technical, regulatory and financial viability to Council prior to commencing construction.
- g) To use commercially reasonable efforts to implement mitigation technology or mitigation strategies to significantly reduce the impact of wind turbine aviation safety lights on the night sky in the area of the wind turbines;
- h) If it is not feasible to implement mitigation technologies or mitigation strategies to reduce the impact of wind turbine aviation safety lights on the night sky in the area of the wind turbines Northpoint II agrees that the Amenity Fee payment schedule shall be increased such that the fee to be paid in the first year after COD shall be increased by Two Hundred and Fifty Thousand Dollars (\$250,000.00 CAD), all remaining payments to remain the same, with the second regular annual payment commencing on the second anniversary; and
- i) in the event, following expiration or earlier termination of the Supply Contract, Northpoint II enters into a supply contract with the IESO or another entity under a program other than the Procurement Program in respect of the Wind Project, Northpoint II shall negotiate a Community Vibrancy Agreement with Addington Highlands with respect to same. The parties agree to use reasonable efforts to negotiate an agreement that is commercially reasonable for both parties and which includes, without limitation, the following elements:
  - i. the creation or continuation of the Community Vibrancy Fund;

- ii. the creation or continuation of Amenity Fee payments, the value of which payments shall have regard to the commercial terms and economic return of the continued project and Supply Contract;
- iii. Anti-bribery provisions;
- iv. accounting requirements; and
- v. dispute resolution.

The covenants and contemplated agreements set out in this Section 14 shall be subject to anti-bribery and corruption provisions acceptable to Northpoint II in its sole discretion, including but not limited to terms and conditions similar to those set forth in Sections 15-19 of this Agreement.

#### PART VII - COMMUNITY VIBRANCY FUND

15. The expenditure of the Amenity Fee by Addington Highlands which forms the subject matter of this Agreement ("Community Vibrancy Fund") shall be utilized in any lawful manner by Addington Highlands to support the following:

- (a) Expenditures relating to energy sustainability (i.e. municipal renewable energy systems; vehicle fleet upgrades; building energy-efficiency upgrades; conservation programs);
- (b) land stewardship initiatives (i.e. habitat creation/improvement; tree planting);
- (c) expenditures relating to development and construction of Addington Highlands recreational facilities and community facilities (i.e. arenas, parks, trails);
- (d) expenditures for improvement of community and protective services (i.e. police, fire, healthcare);
- (e) expenditures related to roads, urban infrastructure and community facilities;
- (f) expenditures related to education and job training;
- (g) property tax relief for residents and businesses in the community; or
- (h) other community-related activities sanctioned by Addington Highlands;

For greater certainty, no payments made pursuant to this Agreement shall be used by Addington Highlands in connection with or in support of any party or participant, including Addington Highlands, either directly or indirectly, for appeals, judicial review, or for any litigation contrary to the interests of Northpoint II.

16. All proposed expenditures or application of funds from the Community Vibrancy Fund pursuant to Section 15 of this Agreement shall require approval by Addington Highlands in a public forum, pursuant to the *Municipal Act* and in accordance with all of Addington Highlands's obligations under Sections 17-19 of this Agreement.

17. Addington Highlands agrees that the amount of any Amenity Fee, permit fee, or other payment

made under this Agreement will be used only for the purposes set forth in this Agreement and in compliance with all Anti-Bribery Laws and all other applicable laws. Notwithstanding anything to the contrary herein, Addington Highlands, in its administration of this Agreement, the Community Vibrancy Fund, any Amenity Fees, permit fees or other payments, shall refrain from offering, giving or promising, directly or indirectly, money or anything of value to a Governmental Official to influence the official in his or her official capacity, induce the official to do or omit to do an act in violation of his or her lawful duty, or to secure any improper advantage in order to assist in obtaining or retaining business for or with, or directing business to, any person. For the purposes of this Section 17, "anything of value" shall include, but not be limited to, cash or a cash equivalent (including, a "grease", "expediting" or facilitation payment), discounts, gifts, use of materials, facilities or equipment, entertainment, drinks, meals, transportation, lodging, insurance benefits, or promise of future employment. "Governmental Official" shall mean any official, employee, agent, or representative of any Canadian, state, federal, provincial, municipal, local or tribal government or any instrumentality thereof; any official, employee, agent, or representative of any government-owned or government-controlled enterprise, any foreign public administration or publicly funded organization, any public international organization, or any political party; any candidates for public office or political parties; or any relatives or close family/household members of any of those listed above. It being hereby agreed that a breach by either Party of this Section 17 shall constitute a fundamental breach of this Agreement.

18. In regards to the receipt and administration of the Amenity Fees and other fees and payments received from Northpoint II pursuant to the terms of this Agreement, and in regards to administration of the Community Vibrancy Fund, Addington Highlands shall, at a minimum, institute the following processes and procedures:

- (a) Make and keep books, records, and accounts, in accordance with generally accepted accounting principles, which, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the Amenity Fees and other fees received from Northpoint II and of the dispositions of funds held in the Community Vibrancy Fund; and
- (b) devise and maintain a system of internal accounting controls sufficient to provide reasonable assurances that:
  - (i) transactions and dispositions are executed in accordance with Addington Highlands's general or specific authorization;
  - (ii) transactions and dispositions are recorded as necessary (a) to permit preparation of financial statements in conformity with generally accepted accounting principles or any other criteria applicable to such statements, and (b) to maintain accountability for all payments received, transactions, and dispositions of funds;
  - (iii) access to the Community Vibrancy Fund and all payments held therein is permitted only in accordance with Addington Highlands's general or specific authorization; and
  - (iv) the recorded accountability for all such payments held in the Community

Vibrancy Fund is compared with the existing Community Vibrancy Fund balance at reasonable intervals and appropriate action is taken with respect to any differences.

19. Upon reasonable notice to Addington Highlands, Northpoint II shall have the right to: (i) inspect and audit (at Northpoint II's sole cost and expense) all books, records, and accounts which relate to the receipt of funds and any transactions undertaken by Addington Highlands with regard to this Agreement; and (ii) receive annual audited financial statements of Addington Highlands, prepared by an independent third party in accordance with the *Municipal Act*. Notwithstanding any other provision of this Agreement to the contrary, Northpoint II shall have the right to terminate this Agreement in the event of any breach of Sections 15 through 19 of this Agreement.

To the extent Addington Highlands retains or otherwise engages a third-party to undertake Initiatives or projects pursuant to Sections 15-16 of this Agreement, Addington Highlands shall use its best efforts to ensure that such third-party agrees in writing to anti-bribery and corruption provisions substantially similar to those contained in Sections 17-19 of this Agreement.

#### **PART VIII - DISPUTE RESOLUTION**

20. In the event that either Party provides the other Party with written notice of a dispute regarding the interpretation or implementation of this Agreement (a "**Dispute**") then both Parties shall use their best efforts to settle the Dispute by consulting and negotiating with each other in good faith to reach a solution satisfactory to both Parties. If the Parties are unable to resolve any dispute between them, either Party may request that the dispute be submitted first to mediation by an impartial third party to be agreed upon by Northpoint II and Addington Highlands. If the Parties are unable, in good faith, to resolve the dispute through mediation, within sixty (60) days following receipt of the said notice, then either Party may provide written notice to the other Party (the "**Arbitration Notice**") requiring resolution by arbitration and thereafter the Dispute shall be referred to arbitration in accordance with the provisions of the *Arbitration Act, 1991*.

21. This Section sets out the rules and procedures that shall govern any matter that may be arbitrated between the Parties in accordance with the terms of this Agreement. If a Party has the right to request that a matter be submitted to arbitration, the Party may commence the arbitration by delivering a written request to the other Party setting out the issue that the Party requests be submitted to arbitration and the section of this agreement that entitles the Party to request that the matter be resolved by arbitration, and thereafter the matter shall be submitted to arbitration pursuant to the *Arbitration Act*, or any applicable successor legislation, and the decision of the arbitrator or, if more than one, the decision of a majority shall be final and binding on the Parties with no right of appeal on a question of law, fact or mixed law and fact.

22. Where a Party requests a matter be submitted to arbitration, the matter shall be decided by a single arbitrator acceptable to the Parties, unless either Party notifies the other that the former wishes the matter be decided by a Board of Arbitration, in which case each Party may appoint one member to the Board of Arbitration and the two members appointed by the Parties shall appoint one third member who shall act as Chair. The arbitration shall be conducted in English and shall take place in Addington Highlands, Ontario,

23. Notwithstanding anything to the contrary herein, the arbitrator will not have any power to alter

or change any provisions of this Agreement or to impose any new provisions to this Agreement or to substitute any new provisions for any existing provisions or to give any decision inconsistent with the terms and provisions of this Agreement.

24. Each Party shall pay its own costs of the arbitration and shall share equally the costs of the arbitrator and any incidental expenses.

#### PART IX - ASSIGNMENT

25. Neither Party may assign this Agreement without the written consent of the other; provided that no consent shall be required for Northpoint II to assign this Agreement to: (i) a successor or affiliated entity; (ii) NextEra Energy Canada Partners Holdings, ULC ("NECPH") and any successor or affiliated entity of NECPH or (iii) a Secured Party. Addington Highlands acknowledges that a change in control of Northpoint II shall not be considered an assignment of this Agreement or any of Northpoint II's rights or obligations hereunder. Addington Highlands hereby grants to any Secured Party the rights and remedies set forth in Schedule "C" hereto and, in addition, shall, from time to time, at the request of any of Secured Party, promptly execute and deliver in favour of such Secured Party such consents and acknowledgements granting and confirming the rights and remedies in this Agreement. The Corporation shall also enter into any other reasonable agreements with any such Secured Party as may reasonably be required by Northpoint II in order to obtain financing from such Secured Party.

26. If NCDA proposes to sell, convey, transfer, assign, lease or otherwise dispose of its ownership or control of the Northpoint II Wind Project, or to make a bulk sale of NCDA's assets within the provisions of the *Bulk Sales Act*, NCDA covenants and agrees to notify Addington Highlands sixty (60) days following said change.

27. NCDA agrees to provide, following any such change, an acknowledgement from any transferee, lessee, or assignee that it has written notice of and acknowledges this Agreement, and agrees to be fully bound by and to perform the duties and obligations of NCDA hereunder in the same manner as if such person was an original signatory to this Agreement.

#### PART X - GENERAL

28. All invoices, notices and communications to Northpoint II in connection with this Agreement shall be addressed to the Party at:

Northpoint II Wind, LP  
ATTN: Business Management  
390 Bay Street, Suite 1720  
Toronto, ON M5H 2Y2  
Phone (416) 364-9714

With a copy to:

Northpoint II Wind, LP  
ATTN: General Counsel  
700 Universe Blvd. LAW/JB  
Juno Beach, Florida 33408



Phone (561) 691-2359

29. All invoices, notices and communications to Addington Highlands in connection with this Agreement shall be addressed to:

The Township of Addington Highlands  
72 Edward Street  
PO Box 89  
Flinton, ON K0H 1P0  
Phone (613) 336-2286

30. Any invoice, notices or other communication required or permitted to be given or made under this Agreement shall be in writing, and shall be properly given or made if:

- (a) Delivered in person during normal business hours left with the addressee or any other responsible employee at the relevant address set out herein, or
- (b) telexed, telecopied or sent by other means of recorded electronic communication provided receipt thereof is electronically confirmed.

31. Any Party to this Agreement may from time to time change its address for notice by giving notice to the other Party in the manner as herein provided.

32. No amendment to this Agreement shall be permitted, except by the written mutual consent of both Parties, and any amendment shall be in writing.

33. The mere failure of either Party to give notice to the other of the breach or non-fulfillment of any provision of this Agreement shall not constitute acceptance of the breach or non-fulfillment.

34. The acceptance of a breach or non-fulfillment of any provision of this Agreement shall not constitute acceptance of a further breach or non-fulfillment of either the same provision, or any other provision of this Agreement.

35. Notwithstanding anything to the contrary herein, either Party may, by written notice of default to the other, terminate this Agreement in whole or in part if the defaulting Party violates any representation herein or fails to perform any of its responsibilities as set forth in this Agreement or any extension hereof. The non-defaulting party's right to terminate this Agreement may be exercised if the defaulting party does not cure such violation or failure (if the violation or failure is capable of cure) within thirty (30) days following receipt of the default notice from the non-defaulting party specifying the violation or failure.

36. This Agreement shall be governed by and interpreted in accordance with the laws of Canada and the Province of Ontario.

37. Time shall be of the essence in this Agreement.

38. This Agreement constitutes the entire agreement or understanding between the Parties with respect to the subject matter hereof and supersedes all prior negotiations and documents in relation

thereto.

39. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be determined by judicial order or decision to be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall be enforced to the fullest extent permitted by law.

40. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

41. Whenever in this Agreement the approval or consent of either Party is required or contemplated, unless otherwise specified, such approval or consent shall not be unreasonably withheld or delayed.

42. This Agreement shall inure to the benefit of Addington Highlands and Northpoint II, and their respective successors and assigns.

43. The Parties hereby acknowledge and agree that the entering into this Agreement constitutes good and valuable consideration for the performance and enforceability of the respective covenants and obligations of each Party contained in this Agreement.

44. It is understood, acknowledged and agreed that nothing contained in this Agreement nor any acts of the Parties will constitute or be deemed to constitute the Parties as partners, joint-venturers or principal and agent in any way or for any purpose. No provision of this Agreement is intended to confer any rights, benefits, remedies, obligations or liabilities hereunder upon any person other than the Parties and their respective successors and assigns.

45. In carrying out this Agreement, Northpoint II shall indemnify Addington Highlands against all third party actions, causes of action, suits, claims and demands whatsoever to the extent arising out of, resulting from, or caused by Northpoint II, its employees, servants or agents except for negligent or tortious acts, errors, or omissions by Addington Highlands.

46. In carrying out this Agreement, Addington Highlands shall indemnify and hold harmless Northpoint II from all claims brought against Northpoint II as a result of Addington Highlands or its representatives' failure to comply with Section 17 hereof. Addington Highlands shall immediately report any breach of Section 17 by Addington Highlands or its representatives.


47. The Parties agree that, notwithstanding anything contained in this Agreement, each Party's liability to any other Party in connection with this Agreement will be limited to direct damages and will exclude any other liability, including without limitation, liability for special, indirect, punitive or consequential damages in contract, tort, warranty, equity, strict liability or otherwise.

48. Northpoint II shall have the right to terminate this Agreement if it is not awarded a Supply Contract under the IESO's Procurement Program.

48. Northpoint II shall reimburse Addington Highlands for reasonable legal fees not to exceed \$5,000 incurred to review this Agreement within ninety (90) days of presentation of a final undisputed invoice and any supporting documentation to Northpoint II in respect of same.

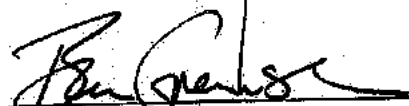
**IN WITNESS WHEREOF** The Parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the Effective Date.

**THE CORPORATION OF THE TOWNSHIP  
OF ADDINGTON HIGHLANDS**

  
Per: \_\_\_\_\_

  
Per: \_\_\_\_\_

**NORTHPOINT II WIND, LP by its general partner  
NORTHPOINT II WIND GP, INC.**

  
Per: \_\_\_\_\_

**Schedule A**  
**Municipal Council Support Resolution**  
**[see attached]**

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**Prescribed Template – Municipal Council Support Resolution**

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Mar 2015

IESORP/F-LRPIRFP-013r2

Capitalized terms not defined herein have the meaning ascribed to them in the LRP I RFP.

Resolution NO: 426/15 Date: Aug 4, 2015

**[WHEREAS]:**

1. The Registered Proponent is proposing to develop, construct and operate a Large Renewable Project, with the characteristics outlined in the table below, under the LRP I RFP.

Name of the Large Renewable Project:	<u>Northpoint II Wind Energy Centre</u>
Registered Proponent:	<u>Northpoint II Wind, LP</u>
Renewable Fuel of the Large Renewable Project:	<u>On-Shore Wind</u>
Contract Capacity of the Large Renewable Project <MW>:	<u>Up to 200MW</u>
Description of the Properties within the geographic bounds of the Local Municipality on which the Site and/or Connection Line is located <PIN(s) (if a PIN is not available, use legal description), Grid Cell(s) and/or Waterpower Site Number>:	<u>See Schedule A attached (the "Lands")</u>

2. The Registered Proponent acknowledges that the Large Renewable Project and/or proposed Connection Line, either in whole or in part is to be located on lands under the jurisdiction of The Corporation of the Township of Addington Highlands;
3. The Registered Proponent has requested that the council of The Corporation of the Township of Addington Highlands indicate by resolution their support for the Large Renewable Project and/or proposed Connection Line on the Lands;
4. Pursuant to the LRP I RFP, Proposals that receive the formal support of the local jurisdictional authorities of all the Project Communities in which the Large Renewable Project and proposed Connection Line are being located in the form of a support resolution will be awarded Rated Criteria points for the purpose of ranking the Proposal in relation to other Proposals for a contract under the LRP I RFP; and

**NOW THEREFORE BE IT RESOLVED THAT:**

5. The council of The Corporation of the Township of Addington Highlands supports the development, construction and operation of the Large Renewable Project and/or proposed Connection Line on the Lands.
6. This resolution's sole purpose is to enable the Registered Proponent to receive Rated Criteria points under LRP I RFP and may not be used for the purpose of any other form of approval in relation to the Proposal or Large Renewable Project and/or proposed Connection Line or for any other purpose. Rated Criteria points will be used to rank the Registered Proponent's Proposal in relation to other Proposals received by the IESO under the LRP I RFP.

**Prescribed Template – Municipal Council Support Resolution**

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IESORP/I-LRP/RFP-01312

7. Though this resolution may impact the rank of the Registered Proponent's Proposal in relation to other Proposals received by the IESO, it does not guarantee a contract will be offered to the Registered Proponent under the LRP | RFP.

**DULY RESOLVED BY THE CORPORATION OF THE TOWNSHIP OF ADDINGTON HIGHLANDS**

on the 4 day of Aug, 2015

1.	Name: Henry Hogg	Title: Reeve
	Signature:	
2.	Name: E. Helen Yanch	Title: Deputy Reeve
	Signature:	
3.	Name: Bill Cox	Title: Councillor
	Signature:	
4.	Name:	Title:
	Signature:	
5.	Name:	Title:
	Signature:	

<Signature lines for elected representatives. At least one signature is required.>

**Schedule A**  
**(the "Lands")**

**PINs**

450290085	450290071	450300252	450310158	450310310	450320257
450250202	450290077	450300259	450310160	450320051	450320259
450280052	450290080	450300270	450310161	450320052	450320260
450280057	450290087	450300283	450310162	450320053	450320261
450280066	450290094	450300285	450310163	450320069	450320262
450280121	450290122	450300289	450310167	450320081	450320265
450280126	450290126	450300290	450310170	450320088	450320292
450280127	450290127	450310051	450310172	450320158	450330135
450280130	450290135	450310075	450310173	450320163	450340125
450280136	450290136	450310076	450310174	450320166	450350127
450280145	450290137	450310077	450310175	450320190	450350128
450280159	450290139	450310083	450310178	450320191	450350133
450280160	450290140	450310085	450310190	450320192	450370068
450280173	450290141	450310091	450310194	450320194	450370074
450280249	450290144	450310102	450310195	450320196	450370076
450280251	450290145	450310104	450310196	450320200	450370080
450280256	450290146	450310106	450310197	450320201	450380085
450280259	450290148	450310116	450310201	450320215	450380086
450280260	450300055	450310119	450310261	450320219	450410101
450280261	450300190	450310132	450310262	450320222	450410107
450280291	450300200	450310133	450310269	450320223	450410112
450280296	450300207	450310134	450310272	450320232	
450280302	450300217	450310135	450310273	450320233	
450280303	450300223	450310152	450310282	450320234	
450280309	450300232	450310157	450310284	450320255	

Crown Land Grid Cells

450330771730	444930771830	445800771730	451030771700	450230770730	450330771200
450430771730	445000771830	445430772100	451000771700	450300771200	450500771200
450530771730	445200771930	445400772100	451000771830	450200771130	450530771200
451030771730	450030771300	450000771330	450500771130	450230771130	450930771200
451130771730	450100771300	444930771800	450630771830	450530771130	450200770900
450400771430	444900771800	445900771600	451030772000	450800771130	450600770900
450230770930	445930771430	450330771330	450230770900	450600771830	450630770900
450130770630	445800771630	450030771330	450800771030	450830772100	450230771000
450200770700	445100771930	450130771200	450430771800	450400770730	450530771000
450230770700	445130771930	445830771630	450500771730	450600770830	450300770730
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450930771230	450530771330	450530771230	451200771600	450400771330	450300771030
450900771230	450430771330	450300771130			



**Schedule B**  
**Municipal Agreement**  
**[see attached]**

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**Prescribed Form – Municipal Agreement**

Page 1 of 2

Mar 2015

IESORP/f-LRPIRFP-015r2

Name of the Large Renewable Project	<u>Northpoint II Wind Energy Centre</u>
Renewable Fuel of the Large Renewable Project:	<u>On-Shore Wind</u>
Contract Capacity of the Large Renewable Project <MW>:	<u>Up to 200MW</u>

All capitalized terms not defined herein have the meanings ascribed to them in the LRP I RFP;

WHEREAS the Registered Proponent intends to submit a Proposal for a Large Renewable Project under the LRP I RFP;

**NOW THEREFORE:**

1. The Registered Proponent acknowledges that it is proposing to develop, construct and operate a Large Renewable Project, with the characteristics outlined in the table above, under the LRP I RFP.
2. The Local Municipality of The Corporation of the Township of Addington Highlands acknowledges that it has entered into a binding agreement with the Registered Proponent in respect of the Large Renewable Project effective on the 4 day of Aug, 2015.
3. The Registered Proponent and the Local Municipality acknowledge that the binding agreement may be conditional only on the Registered Proponent being awarded an LRP I Contract for the Large Renewable Project.
4. The Registered Proponent and the Local Municipality acknowledge that the Registered Proponent's Proposal may be awarded Rated Criteria points by the IESO under the LRP I RFP where the Registered Proponent and every Project Community completes this Prescribed Form.
5. The Registered Proponent acknowledges that the binding agreement may not be used for the purpose of any other form of approval in relation to the Proposal or the Large Renewable Project or for any other purpose.

Registered Proponent: <u>Northpoint II Wind, LP</u> by <u>Northpoint II Wind GP, Inc., its General Partner</u>	Local Municipality: <u>The Corporation of the Township of Addington Highlands</u>
Signature:	Signature:
Name:	Name: Henry Hogg
Title:	Title: Reeve
I have the authority to bind the Registered Proponent.	I have the authority to bind the Local Municipality.
Dated this ___ day of _____, 20__	Dated this <u>4</u> day of <u>Aug</u> , <u>2015</u>



Schedule C

**Rights and Remedies Afforded to Secured Parties**

1. Addington Highlands agrees that, upon a Secured Party giving Addington Highlands written notice that it has the legal right to assume Northpoint II's position under this Agreement, the Secured Party will, without any further action being required, assume Northpoint II's position.
2. Northpoint II hereby authorizes Addington Highlands to take these actions at the request of a Secured Party, without Northpoint II's consent and without proof of the Secured Party's entitlement to assume Northpoint II's position.
3. Addington Highlands hereby acknowledges that Northpoint II may grant security to a trustee or collateral agent acting on behalf of one or more lenders, which trustee or collateral agent is a corporation, trust company or other similar entity that is authorized to carry out the business of a trustee or collateral agent in any of the Provinces of Canada (a "Collateral Agent") and Addington Highlands hereby acknowledges and agrees that upon receipt of notice that such security was granted, the Collateral Agent will be entitled to all of the rights of the Secured Party set forth in this Schedule "C", and such notice will constitute notice of the existence of the Collateral Agent as the Secured Party.

# Northpoint II Wind Energy Centre

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*Meeting Summary Report – Public Community Meeting - Township of Addington Highlands*

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## **Introduction**

Northpoint II Wind, LP (the “Registered Proponent”) is proposing to develop an on-shore wind facility up to 200MW in contract capacity as part of the Province of Ontario’s Large Renewable Procurement (LRP) program being administered by the Independent Electricity System Operator (IESO). The project is proposed to be located in the Township of Addington Highlands (Lennox & Addington County) and the Township North Frontenac (Frontenac County).

## **Meeting Summary**

### **Date/Time/Location**

The IESO LRP Public Community Meeting for the Northpoint II Wind Energy Centre took place on August 8, 2015 from 11am-2pm, at Denbigh Township Hall, 222 Hwy 28, Denbigh, ON.

### **Format of Meeting**

The meeting was conducted as an open house style meeting with information display boards for public review. Registered Proponent staff and retained subject matter experts were on hand to answer questions from the public.

### **Number of Attendees**

Approximately 45 persons from the public attended the Meeting.

### **Proponent Team**

The following persons were in attendance to represent the Registered Proponent:

- |  |  |
|--|--|
| <ul style="list-style-type: none"><li>• Ben Faiella, Project Director</li><li>• Andrea Garcia, Senior Environmental Specialist</li><li>• Joselen Bird, Senior Communications Specialist</li><li>• Derek Dudek, Community/Municipal Relations</li><li>• Ray Dewaepenaere, Wind Site Manager</li></ul> | <ul style="list-style-type: none"><li>• Jeff Damen, Construction Manager</li><li>• Jason Gibson, Land Services (CanAcre)</li><li>• Jessica Ward, Ecologist (AECOM)</li><li>• Olga Hropach, Ecologist (AECOM)</li><li>• Alex Dundon, Acoustic Engineer (AECOM)</li><li>• Chris Ollson, Environmental Health (Intrinsic)</li></ul> |
|--|--|

## Summary of advertising/notices

Advertisements for the Public Community Meeting were distributed as follows:

- In the newspapers listed under Table 1

Newspaper Name	Publish Date (1)	Publish Date (2)
<b>Turtle Island News</b>	22-Jul-15	29-Jul-15
<b>The Frontenac Gazette (Thursday)</b>	23-Jul-15	30-Jul-15
<b>Central Hastings News</b>	23-Jul-15	4-Jun-15
<b>The Bancroft Times</b>	22-Jul-15	3-Jun-15
<b>The Frontenac News</b>	22-Jul-15	3-Jun-15

- Mailed and couriered pursuant to each requirement listed under Section 3.2.5(d)(i)(4) of the IESO LRP I RFP
- Posted on the Proponent website at [http://nexteraenergycanada.com/pdf/NP11/NP11\\_Notice\\_IESO\\_web.pdf](http://nexteraenergycanada.com/pdf/NP11/NP11_Notice_IESO_web.pdf)

## Information Available

The following information was on display and available for review at the Public Community Meeting:

*Information required under Section 3.2.5(c) of the IESO LRP I RFP: (see Appendix A for photo evidence)*

- Site Considerations Information
- Site Considerations Information Background Report and Sources
- Community Engagement Plan
- Public Notice

### *Additional information:*

- 30" x 38" Project Information Panels: [http://nexteraenergycanada.com/pdf/NP11/Boards-NP11\\_Aug2015-web.pdf](http://nexteraenergycanada.com/pdf/NP11/Boards-NP11_Aug2015-web.pdf)
- Sign in sheet and comment form
- Additional studies/brochures
  - Company Brochure (<http://nexteraenergycanada.com/pdf/2013PowerOurFutureCANADA.pdf>)
  - Additional studies ([http://www.nexteraenergyresources.com/environment/downloads\\_research.shtml](http://www.nexteraenergyresources.com/environment/downloads_research.shtml))

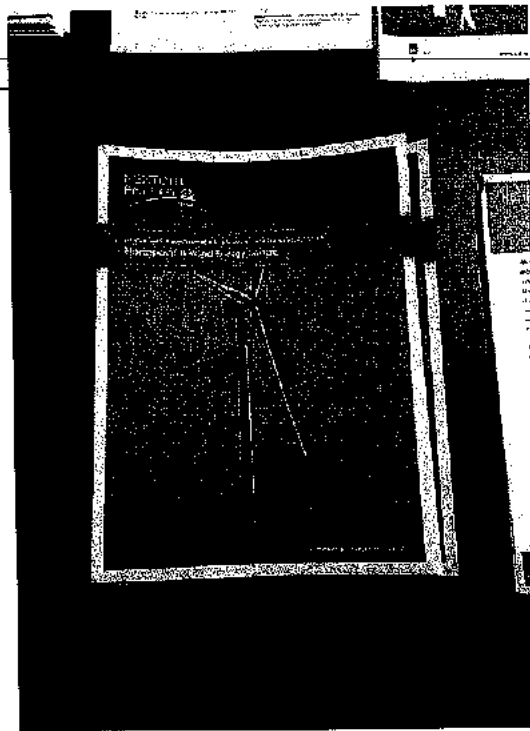
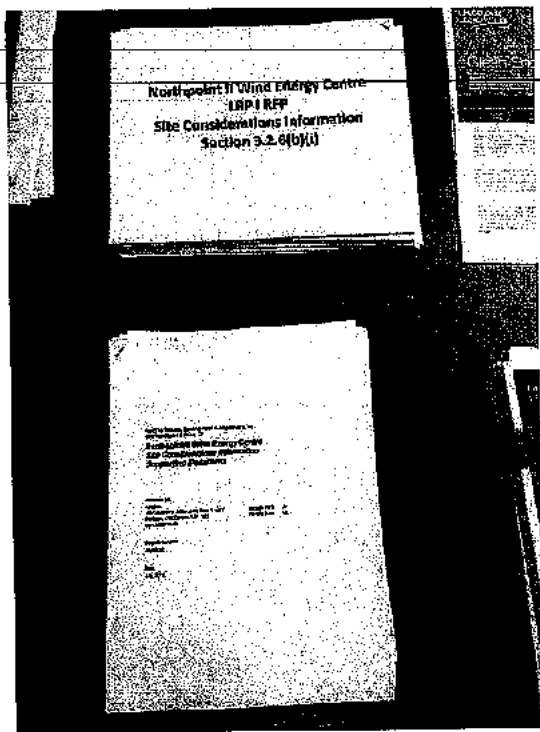
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# Appendix A

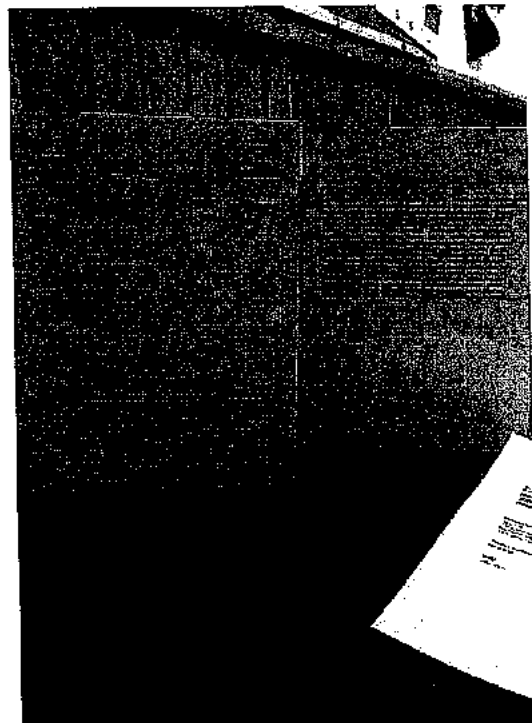
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*Photo Documentation - LRP Program Required Information on Display*

Site Considerations Information and Site Considerations Background Report and Sources and Community Engagement Plan:



Public Notice:





**2015-08**

RES



## Patricia Gray

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**From:** Patricia Gray <pgray@addingtonhighlands.ca>  
**Sent:** Wednesday, August 12, 2015 6:27 PM  
**To:** 'Stephen Cookson'  
**Subject:** RE: Aug 4th Council Meeting  
**Attachments:** CBA WITH SIGN PG-08122015181118.pdf; PRESC FM MUNICIPAL AGR-08122015181414.pdf; PRESC FM MUN MUNIC MEETING CONF-08122015181933.pdf; PRESC FM MUN SUPPOT RES-08122015181822.pdf

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Hi Stephen,

Attached are the forms and signature pages that we currently have signed. We have 2 copies of every signature page. I also included the copy of the CBA that went to Council for final approval on the 4<sup>th</sup> of Aug., you will see that I scanned the copy that was in the agenda package and just included the signature page at the end.

As discussed, I will come into the office Thursday in the morning and at end of day – once the forms are here for signature, I will have Reeve Hogg sign on Friday and Christine to sign and review and send next week.

Have a good evening,

Patricia

**From:** Stephen Cookson [mailto:Stephen.Cookson@res-americas.com]  
**Sent:** Wednesday, August 12, 2015 3:29 PM  
**To:** Patricia Gray  
**Cc:** Michele Beauchamp; Christine Reed  
**Subject:** RE: Aug 4th Council Meeting

Hi Patricia,

Thanks, I had a nice vacation.

Apologies for not being able to get the execution version of the Agreement and the forms out to you before I left, but I'm sure we can address in the next few days to have everything signed before the Reeve goes on vacation at the end of the week.

I will be sending you the same prescribed forms that you mentioned you signed below, with a few minor adjustments – basically specifying the project size we will be bidding and listing the properties that are included in our Site Boundary.

Michele will be sending the execution version of the Community Benefits Agreement. Note that this will have the form of the Road User Agreement in annex, but that the Road User Agreement does not need to be signed (since it is referenced in the main agreement and is just an agreed-upon form).

We'll try and have these out to you by the end of the day or early tomorrow.

Regards,  
Stephen

**From:** Patricia Gray [mailto:pgray@addingtonhighlands.ca]  
**Sent:** August 12, 2015 3:11 PM  
**To:** Stephen Cookson  
**Subject:** FW: Aug 4th Council Meeting

Hi Stephen,

I hope you had a great vacation.

I am just checking in, we have not received any package or email with the prescribed forms as of today. As I mentioned, Reeve Hogg is away starting for a few days next week so I am just checking to see if anything has been sent.

Thanks Patricia

**From:** Patricia Gray [<mailto:pgray@addingtonhighlands.ca>]

**Sent:** Thursday, August 06, 2015 2:35 PM

**To:** 'Stephen Cookson'

**Cc:** 'Michele Beauchamp'; [clerk@addingtonhighlands.ca](mailto:clerk@addingtonhighlands.ca)

**Subject:** RE: Aug 4th Council Meeting

Hello Stephan and Michele,

The Reeve will be away from Aug. 17-20, his signature will be required on the forms, so if we can be sure to have them before he leaves we will be able to meet the Aug. 21,15 deadline.

We went ahead and obtained signatures for the prescribed forms at the August 4<sup>th</sup> meeting, the Reeve has indicated that he will be available until the 16<sup>th</sup> for changes.

We do have the signatures of all members present at the meeting where RES spoke to Council for the Municipal Meeting Confirmation form. We also have the signatures of the Councilors who supported the resolution on Aug. 4, 15 for the Municipal Council Support Resolution signature page.

Christine and Reeve Hogg also went ahead and signed the Community Benefit Agreement signature page, if it has changed, they can re-sign.

We have 2 copies of each of the above with original signatures so that you can take them away and execute your signatures, if your documents are already executed and we then return copies to you, that will work fine as well.

I will await your instructions.

Thank you,

*Patricia Gray*

Planning & Development Administrative Assistant

Township of Addington Highlands

P.O. Box 89, 72 Edward Street

Flinton ON K0H 1P0

Tel. 613-336-2286, ext 202

Fax. 613-336-2847

[www.addingtonhighlands.ca](http://www.addingtonhighlands.ca)

**From:** Stephen Cookson [<mailto:Stephen.Cookson@res-americas.com>]

**Sent:** Wednesday, August 05, 2015 11:17 AM

**To:** Christine Reed

**Cc:** Patricia Gray; Michele Beauchamp

**Subject:** RE: Aug 4th Council Meeting

Hi Christine, Patricia,

Thanks for this good news and I'm glad we were able to reach final agreement on the Community Benefits and Development Agreement.

I must say, it is one of the most generous and Township-centered agreements I have ever seen in Ontario and so I think council, you, and your solicitor did a great job in negotiating and protecting the Township's interests.

We will be sending you a final, execution version of the Agreement, which will be identical to the version that council considered but with a few formatting clean-ups. This can be executed at your convenience and any time before August 21.

We will also be sending you final, execution versions of the IESO prescribed forms. These are:

- Prescribed Form – Municipal Agreement
- Prescribed Form – Municipal Meeting Confirmation
- Prescribed Form – Municipal Council Support Resolution

You'll remember that when I submitted the draft versions, I mentioned that they would need to be finalized prior to execution. All we will be doing is noting the final size of the project we are bidding and the final description of the properties within the site boundary. The site boundary will be the same as on the Notice of Public Meeting as well as the same as on the Site Considerations mapping that we sent you with the notices and contained in the Community Engagement Plan.

I will be on vacation as of tomorrow and until next Wednesday Aug 12, but I have copied Michele Beauchamp, our in-house council if you have any questions in coming days. Michele should be able to send you the execution version of the Agreement before the end of the week (or even today) and I should be able to send you the execution package next Wednesday (we will be registering the project application on Friday when we will set the project bid submission size).

Please let me know if you have any questions or concerns. We are working now on our bid and will keep you updated on our submission and any projections on results.

Thanks again to you and council for your confidence and courage in supporting our common project now. We are sure that, if selected, it will be a positive opportunity for the Township!

Enjoy your (well deserved!) vacation Christine!

Best regards,  
Stephen

**From:** Christine Reed [<mailto:clerk@addingtonhighlands.ca>]

**Sent:** August 4, 2015 11:43 PM

**To:** Stephen Cookson

**Cc:** Patricia Gray

**Subject:** Aug 4th Council Meeting

Hi Stephen,

Please be advised that at their meeting tonight, Council accepted the final draft of the Community Benefit and Development Agreement, passed a municipal support resolution as well as the municipal agreement resolution. All these documents have been signed. How would you like us to proceed from here?

I am going to be away until August 17<sup>th</sup>, however, Patricia has all the information I believe that you will need. Kindly contact her and let her know how you would like to proceed.

*Christine Reed*

Clerk-Treasurer

Township of Addington Highlands

P.O. Box 89

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Flinton, ON K0H 1P0



# COUNCIL F.Y.C.

August 4/15

## COMMUNITY BENEFITS & DEVELOPMENT AGREEMENT

**THIS COMMUNITY BENEFITS AND DEVELOPMENT AGREEMENT** (this "Agreement") made as of the \_\_\_\_ day of \_\_\_\_\_, 2015 (the "Effective Date").

**BETWEEN:**

**DENBIGH WIND LP**  
300 Léo-Pariseau, suite 2516,  
Montreal, Québec, H2X 4B3  
(the "Proponent")

**AND**

**THE CORPORATION OF THE TOWNSHIP OF ADDINGTON HIGHLANDS**  
72 Edward Street, P.O. BOX 89  
Flinton, Ontario, K0H 1P0  
(the "Municipality")

**PREAMBLE**

**WHEREAS** the Proponent intends to bid a project within the Municipality, with the goal to enter into a Large Renewable Procurement Contract (the "Supply Contract") with the Independent Electricity System Operator (the "IESO") under the Large Renewable Procurement process (the "LRP") and for the supply of electricity from a commercial wind energy generating facility (the "Wind Project") located on lands and premises within the Municipality; and

**WHEREAS** the Wind Project is expected to have an aggregate rated nameplate capacity of up to 170 megawatts installed within the Municipality, together with associated equipment, buildings, collection systems, transmission facilities, and access roads; and

**WHEREAS** the Proponent has agreed to provide certain Community Benefit Fund Contributions (as defined herein) for the benefit of the residents of the Municipality; and

**WHEREAS** the Proponent and the Municipality have agreed to enter into this Agreement, as well as a Road Use Agreement, as separate and distinct agreements.

**NOW THEREFORE** in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, and under legal seal, the parties agree with each other as follows:

## PART I – DEFINITIONS

I. In this Agreement:

**“Commercial Operation Date”** means the date on which commercial operation of the Wind Project is attained within the meaning of the Supply Contract;

**“Community Benefit Fund”** shall have the meaning set forth in Section 13 of this Agreement;

**“Community Benefit Fund Contribution”** shall have the meaning set forth in Section 3 of this Agreement;

**“Council”** means the elected municipal council of the Municipality;

**“IESO”** shall have the meaning set forth in the Preamble of this Agreement;

**“LRP”** shall have the meaning set forth in the Preamble of this Agreement;

**“Prescribed Form – Municipal Agreement”** means the prescribed form published by the IESO as part of the LRP documentation with reference number IESORP/f-LRPIRFP-015r2.

**“Prescribed Form – Municipal Support Resolution”** means the prescribed form published by the IESO as part of the LRP documentation with reference number IESORP/f-LRPIRFP-013r2.

**“Road Use Agreement”** means an agreement or agreements (including any transmission easements) to be entered into between Proponent and the Municipality in respect of the access, travel, use and occupation over, under, in, on, and through the system of public roads and highways under the jurisdiction of the Municipality in connection with the construction, operation and maintenance of the Wind Project, including without limitation the placement of overhead and buried electrical collector system and a transmission easement for 115 kV or greater electrical transmission wires and cables (under a separate easement agreement if requested by the Proponent) on lands comprising such public roads and highways;

**“Stub Year”** means the period of time between the Commercial Operation Date and December 31 of the same Year;

**“Supply Contract”** shall have the meaning set forth in the Preamble of this Agreement;

**“Wind Project”** means the wind energy generating facility described in the recitals, including, for greater certainty, the appurtenant components and property listed in the second recital;

**“Year”** means a calendar year.

## PART II – TERM

2. (a) This Agreement shall become effective on the date first above written (the “Effective Date”) and, subject to Paragraph 2 (c), shall continue thereafter for a period (the “Term”) expiring on the earlier of (i) the date which is twenty (20) Years following the Commercial Operation Date; and (ii) the date of termination of the Supply Contract (written notice of which termination of the Supply Contract shall be delivered by the Proponent to the Municipality).
- (b) In the event that the Proponent obtains an extension of the term of the Supply Contract, this Agreement shall automatically be renewed for the extended term of the Supply Contract upon the same terms and conditions, unless the parties mutually agree to an amendment of any applicable terms or conditions.
- (c) If the Commercial Operation Date does not occur within six (6) Years of the Effective Date, this Agreement shall terminate and be deemed to be null and void and of no further force or effect.

## PART III – COMMUNITY BENEFIT FUND CONTRIBUTION

3. Subject to Sections 4 and 5, for the Stub Year and each following Year during the remainder of the Term, the Proponent shall pay the Municipality a fixed amount of Three Thousand Five Hundred Dollars (\$3,500.00) multiplied by the aggregate nameplate capacity (expressed in megawatts) of the Wind Project as indicated in the Supply Agreement (collectively the “Community Benefit Fund Contribution”).
4. The Municipality shall not introduce any change in its by-laws that would disproportionately and adversely affect the Wind Project, compared to other participants in the industry, following the execution of this Agreement. Notwithstanding the foregoing, the Community Benefit Fund Contribution for a given year shall be reduced by the amount, if any, of the increase in the Municipality's share of the property taxes levied by the Municipality in respect of the Wind Project, only to the extent such increase is the result of either (i) an amendment to, or change in, the *Assessment Act* (Ontario) for determining the assessed value of the Wind Project, or (ii) the Wind Project being taxed at a rate different than the one established at the Effective Date. For greater certainty, there shall be no such reductions to the Community Benefit Fund Contribution resulting solely from an increase in the property taxes levied by the Township of Addington Highlands in respect of the Wind Project due to an increase in the general industrial tax rate as described above, unless such increase exceeds the previous year's taxes in respect of the Wind Project by more than ten percent (10%).
5. (a) The parties further agree that the Proponent may apply to the Municipality to adjust the Community Benefit Fund Contribution if the economic return from the Wind Project is materially and adversely affected by a change in Applicable Law, and for so long as such material and adverse effect exists. Prior to making a final determination of such material adverse effect, the Proponent shall:
- i. provide to the Municipality reasonable disclosure of its reasons for considering such



adjustment;

- ii. Provide to the Municipality any information that supports the request for adjustment and the quantum of adjustment to enable the Municipality to assess the reasonableness of the request;
- iii. engage in meaningful consultation with the Municipality; and
- iv. apply a standard of reasonableness to its determination to ensure that such determination is made in a fair, reasonable and non-arbitrary manner.

(b) Upon completion of the consultation described above, the Proponent may adjust the Community Benefit Fund Contribution in accordance with the stated reasons provided to the Municipality, regardless of whether the Municipality consents.

(c) The parties agree that the Municipality may submit the adjustment of the Community Benefit Fund Contribution to the dispute resolution provisions in accordance with this Agreement to resolve any dispute as to whether the adjustment was reasonable in the circumstances.

(d) The parties agree that the information and reasons submitted by the Proponent pursuant to this section and any information provided at any subsequent arbitration shall be treated as confidential business information, the disclosure of which could prejudice the competitive position of the Proponent.

6. The Community Benefit Fund Contribution for the Stub Year and the final Year of the Term shall be calculated in accordance with Section 3, but prorated by the ratio of the number of days in the Stub Year or the final Year of the Term, as applicable, to 365.

7. The Proponent shall pay the Community Benefit Fund Contribution for the Stub Year on March 1 of the first Year following Commercial Operation Date and for each Year of the Term thereafter on March 1 of the following Year. The obligation of the Proponent to pay the Community Benefit Fund Contribution for the final Year of the Term shall survive the expiry or termination of this Agreement.

8. The Proponent shall make one additional payment to the Municipality of Three Thousand Five Hundred (\$3,500.00) multiplied by the aggregate nameplate capacity (expressed in megawatts) of the Wind Project as indicated in the Supply Agreement, within thirty days following commencement of construction of the Wind Project. In addition, the Proponent agrees to contribute an additional amount of twenty thousand dollars (\$20,000.00) within thirty (30) days of submission of the bid for the Wind Project to be used by the Municipality in accordance with section 16.

#### **PART IV - COMMUNITY SUPPORT**

9. The Municipality and the Proponent acknowledge and agree that the support of individual residents of the Municipality for the duration of the Agreement is paramount to the success of the Wind

Project. The Municipality and the Proponent shall work cooperatively throughout the Term, including meeting at least once each Year, to develop and review plans for ensuring that the Proponent is appropriately recognized by the Municipality and its residents for the significant contribution, including payment of the Community Benefit Fund Contribution, that the Proponent has made and is continuing to make toward the betterment of the community. Without limiting the generality of the foregoing, the Municipality and the Proponent shall consult and agree on specific protocols for public promotion and branding of initiatives financed in large part from the Community Benefit Fund which reflect the degree of financial benefit being afforded to the Municipality.

10. Concurrently with the execution of this Agreement, the Proponent and the Municipality agree to complete and sign the Prescribed Forms demonstrating preliminary support for the Wind Project and that a formal agreement has been reached regarding the Wind Project – the Prescribed Form Municipal Agreement and the Prescribed Form – Municipal Support Resolution, which will be appended to the Proponent’s submission into the IESO LRP request for proposals.

11. (a) the Municipality agrees to process, review and render a decision on the Proponent’s permit applications and Renewable Energy Approval (“REA”) municipal consultation submissions including, but not limited to building permits and road use agreements, in an expeditious manner and in no case more than the lesser of (i) the timeframe outlined in the Municipality’s ordinances and (ii) sixty (60) days after the relevant Proponent’s application or submission has been submitted.

(b) The commitment by the Municipality to expedite the processing of permit applications and REA municipal consultation submissions made by the Proponent as referenced above shall not be interpreted as implying any obligation on the part of the Municipality to approve such applications or submissions. All permit application and submissions made by the Proponent shall be considered by Council or the appropriate administrative officer on their merits at the time the applications or submissions are made. The Municipality and the Proponent both acknowledge that the Municipality cannot enter into any agreement that has the effect of expressly or impliedly fettering the legislative discretion of the current or a future Council or the administrative discretion of any administrative officer and that this Agreement is not intended to have that effect.

12. The Municipality agrees that it shall, upon reasonable request from the Proponent, reply to any third parties who are legally authorized to inquire in regulatory issues concerning the development of the Wind Project.

13. The Proponent agrees to provide training free of charge to local emergency services in respect of calls related to Wind Turbines.

14. The Parties understand that, as soon as practicable following the Effective Date of this Agreement, and, in the case of the Proponent’s execution of a Supply Contract, the Municipality and the affiliate of the Proponent will negotiate in good faith a Road Use Agreement, including any associated access easement agreements, in respect of the Wind Project on terms and conditions that are acceptable to both parties, both acting reasonably and with reference to forms and financial conditions of similar

agreements entered into between renewable energy or other industry proponents or other similar agreements from other municipalities in Ontario. The easement would be granted in consideration of an annual payment of Three Thousand Five Hundred Dollars (\$3,500 CAD) per kilometer of length of municipal roads required for use by the Wind Project or any portion thereof. If, acting reasonably, the Road Use Agreement has not been executed within twelve (12) months following the execution date of the Supply Contract, or such other date as agreed upon by relevant parties thereto, the Proponent may terminate this Agreement on 30 days' notice to the Municipality unless a Road Use Agreement is executed and delivered within such 30 day notice period. The parties agree that in the event of any breach by the Municipality in the performance of its obligations pursuant to the Road Use Agreement which remains uncured within any applicable cure periods set out therein, the Proponent may, at its option, terminate this Agreement.

15. The Community Benefit Fund Contributions are made in consideration of the Municipality's agreement to appropriately recognize the value to the community of the Wind Project and the Proponent's investment within the Municipality.

#### **PART V - COMMUNITY BENEFIT FUND ADMINISTRATION AND EXPENDITURES**

16. The Municipality agrees to provide for the establishment of a segregated community fund ("Community Benefit Fund") financed solely by Community Benefit Fund Contributions made by the Proponent. The Community Benefit Fund shall be utilized in any lawful manner by the Municipality to support the following types of initiatives, which list is not exhaustive:

- (a) economic development initiatives;
- (b) land stewardship initiatives (e.g., habitat creation/improvement; tree planting; shoreline rehabilitation);
- (c) expenditures relating to development and construction of municipal recreational facilities (e.g., arenas, parks, trails);
- (d) expenditures for improvement of community, public transport, and protective services (e.g., bus service, police, fire, EMS, healthcare);
- (e) expenditures related to roads and public municipal infrastructure; or
- (f) such other community-related activities as may be deemed appropriate by Council in its discretion.

17. All proposed expenditures or application of funds from the Community Benefit Fund shall require (i) approval by the Council in a public forum, and (ii) consultation with the Proponent on no less than 30 day written notice to the Proponent prior to submission of any request to the Council for approval.

18. In regard to the receipt and administration of the Community Benefit Fund Contributions, the Municipality shall, at a minimum, institute the following process and procedures:

- (a) make and keep books, records, and accounts, which, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the Community Benefit Fund; and
- (b) devise and maintain a system of internal accounting controls sufficient to provide reasonable assurances that:
  - (i) transactions are executed in accordance with the Municipality's general or specific authorization;
  - (ii) transactions are recorded as necessary (a) to permit preparation of financial statements in conformity with generally accepted accounting principles or any other criteria applicable to such statements, and (b) to maintain accountability for all payments received;
  - (iii) access to the fund and all payments held therein is permitted only in accordance with the Municipality's general or specific authorization; and
  - (iv) the recorded accountability for all such payments held in the fund is compared with the existing fund balance at reasonable intervals and appropriate action is taken with respect to any differences.

19. Upon reasonable notice to the Municipality, the Proponent shall have the right to inspect all records created and maintained which relate to the transactions undertaken by the Municipality with regard to the Community Benefit Fund.

20. Notwithstanding anything to the contrary herein, Municipality, in its administration of the Community Benefit Fund, shall refrain from offering, giving or promising, directly or indirectly, money or anything of value to a Canadian or foreign Governmental official to influence the official in his or her official capacity, induce the official to do or omit to do an act in violation of his or her lawful duty, or to secure any improper advantage in order to assist in obtaining or retaining business for or with, or directing business to, any person. For the purposes of this Section, "anything of value" includes, but is not limited to, cash or a cash equivalent, discounts, gifts, use of materials, facilities or equipment, entertainment, drinks, meals, transportation, lodging, insurance benefits, or promise of future employment. "Governmental official" shall mean any person holding any level of legislative, administrative, or judicial office of the Canadian or a foreign government or any of its departments or agencies or divisions; any person acting on behalf of the Canadian or a foreign government, including a local or provincial agency, enterprise, or organization; any official or agent of a Canadian or a foreign public administration or publicly funded organization; any official of a Canadian or a foreign political party; any officer or agent of a public international organization (e.g., World Bank, International Monetary Fund, World Health Organization, United Nations, World Trade Organization); or any relatives or close family/household members of any of those listed above.

21. In addition to the Community Benefit Fund, during the development phase of the Wind Project, which will run from the execution of the Supply Contract until the beginning of construction of the Wind Project, the Proponent will, within ninety (90) days of the entering into of a Supply Contract, provide to the Municipality twenty five thousand dollars for the Municipality to establish a bursary on terms acceptable to the Municipality to disburse a maximum of five Thousand Dollars (\$5,000.00 CAD) per year which shall be accessible by: 1) individuals attending post-secondary education programs; 2) individuals seeking to acquire skills in anticipation of providing services related to the construction, operation, or management of renewable energy projects; and 3) educational institutions within the township to support initiatives such as technology upgrades and the establishment of student scholarships.

#### **PART VI – BUILDING PERMIT AND DEVELOPMENT FEES**

22. The Proponent shall pay any applicable permit fees for all components of the Wind Project for which a building permit is required in accordance with the laws of the Province of Ontario, in the amounts published in the Municipality's permit fee by-laws in effect as of the date of issuance of the permit. The parties acknowledge that such permit fees are anticipated to be reasonable charges for the Municipality to administer and enforce the Building Code Act, 1992. Such fees shall cover the following:

- (a) the cost to review all plans and drawings in support of the application for the permit;
- (b) all inspections of the construction required by the Building Code Act, 1992;
- (c) all other efforts reasonably anticipated to be necessary for the issuance of the permit.

23. The Proponent shall pay all of the Municipality's costs to process and review all applications submitted in relation to the Wind Project, including without limitation all submissions to the Municipality and the Province and all associated technical reports and permit approvals. The parties further agree that the costs incurred shall be capped at forty thousand dollars (\$40,000) per annum for each of the three (3) years following the Effective Date. The parties further agree that in the event that the Municipality's costs exceed the per annum amount established above that it may request such additional funding ~~as is necessary in the circumstances, providing provided that evidence such request be made to Proponent in advance of the need for expenses being incurred and such additional funding is provided to be found necessary in the circumstances, by the Proponent- acting reasonably.~~ The parties further agree that this payment shall not include building permit fees, which shall be assessed in accordance with the *Building Code Act* and all applicable by-laws.

#### **PART VII – ASSIGNMENT**

24. If the Proponent sells or transfers the Wind Project it shall provide notice thereof to the Municipality and shall ensure that the transferee acknowledges this Agreement and agrees to be fully bound by and perform the duties and obligations of the Proponent hereunder in the same manner as if such transferee was an original signatory to this Agreement.

25. Neither this Agreement nor any of the benefits or burdens hereunder shall be assigned, in whole or in part, by the Municipality.

### **PART VIII – LOCAL LABOUR AND LIGHT MITIGATION**

26. The Proponent will use commercially reasonable efforts to hire local labour and suppliers of equipment and materials, to the extent available and to the extent that such local labour and suppliers are competitive in respect of the construction and operation of the Wind Project. The Proponent will post any contracting tender opportunities related to the construction of the Wind Project with the Municipality or its economic development office.

27. The Proponent will investigate the technical, regulatory and financial feasibility of installing light mitigation technology to significantly reduce the impact of wind turbine aviation safety lights on the night sky in the area of the wind turbines, and to provide an assessment of the technical, regulatory and financial viability to Council prior to commencing construction.

28. The Proponent further agrees to use commercially reasonable efforts to implement mitigation technology or mitigation strategies to significantly reduce the impact of wind turbine aviation safety lights on the night sky in the area of the wind turbines.

29. If it is not possible to implement mitigation technologies or mitigation strategies to reduce the impact of wind turbine aviation safety lights on the night sky in the area of the wind turbines, the Proponent agrees that the Community Benefit Fund payment schedule shall be escalated such that the fee to be paid in the first year after COD shall be the payment for year one and year twenty, all remaining payments to remain the same, with the last annual payment being on the nineteenth year following COD.

### **PART IX - DISPUTE RESOLUTION**

30. This Part sets out the rules and procedures that shall govern any matter that may be arbitrated between the parties in accordance with the terms of this Agreement.

31. Prior to submitting a dispute to arbitration in accordance with this Part, the parties shall conduct good faith negotiations with a view to resolving the outstanding issue. If these negotiations fail, the parties may by mutual agreement refer the issue to a mediator to be chosen and paid for jointly by the parties without prejudice to the rights of either party to proceed to arbitration in accordance with this Part should such mediation fails.

32. If a party has the right to request that a matter be submitted to arbitration, the party may commence the arbitration by delivering a written request to the other party setting out the issue that the party requests be submitted to arbitration and the section of this agreement that entitles the party to request that the matter be resolved by arbitration, and thereafter the matter shall be submitted to

arbitration pursuant to the Arbitrations Act, or any applicable successor legislation, and the decision of the arbitrator or, if more than one, the decision of a majority shall be final and binding on the parties with no right of appeal on a question of law, fact or mixed law and fact.

33. Where a party requests a matter be submitted to arbitration, the matter shall be decided by a single arbitrator acceptable to the parties, unless either party notifies the other that the former wishes the matter be decided by a Board of Arbitration, in which case each party may appoint one member to the Board of Arbitration and the two members appointed by the parties shall appoint the third member who shall act as Chair.

34. Notwithstanding anything to the contrary herein, the arbitrator will not have any power to alter or change any provisions of this Agreement or to impose any new provisions to this Agreement or to substitute any new provisions for any existing provisions or to give any decision inconsistent with the terms and provisions of this Agreement.

35. During the pendency of negotiations pursuant to the dispute resolution process described in Part IX of this Agreement, the Proponent shall submit all required payments to the solicitors for the Municipality, which payments shall be held in escrow pending the disposition of any dispute resolution process in accordance with this Agreement.

#### **PART X – GENERAL**

36. All invoices, notices and communications to the Proponent in connection with this Agreement shall be addressed to the party at:

37. All invoices, notices and communications to the Municipality in connection with this Agreement shall be addressed to:

The Township of Addington Highlands  
72 Edward Street, P.O. BOX 89  
Flinton, Ontario, K0H 1P0  
ATTN: Clerk  
Phone: (613) 336-2286  
Facsimile: (613) 336-2847

38. Any invoice, notices or other communication required or permitted to be given or made under this Agreement shall be in writing, and shall be properly given or made if:

- (b) delivered in person during normal business hours left with the addressee or any other responsible employee at the relevant address set out herein, or
- (c) telexed, telecopied or sent by other means of recorded electronic communication provided receipt thereof is electronically confirmed.

39. Any party to this Agreement may from time to time change its address for notice by giving notice to the other party in the manner as herein provided.

40. ~~No amendment to this Agreement shall be permitted, except by the written mutual consent of both parties, and any amendment shall be in writing.~~

41. The mere failure of either party to give notice to the other of the breach or non-fulfillment of any provision of this Agreement shall not constitute acceptance of the breach or non-fulfillment.

42. The acceptance of a breach or non-fulfillment of any provision of this Agreement shall not constitute acceptance of a further breach or non-fulfillment of either the same provision, or any other provision of this Agreement.

43. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario without reference to conflict of laws provisions.

44. This Agreement constitutes the entire agreement or understanding between the parties with respect to the subject matter hereof and supersedes all prior negotiations and documents in relation thereto, and each party acknowledges that there are no collateral representations or warranties made by either in respect of the subject matter of this Agreement.

45. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be determined by judicial order or decision to be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall be enforced to the fullest extent permitted by law.

46. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

(the signature page immediately follows)



IN WITNESS WHEREOF this Agreement has been executed by the parties under seal by their authorized signing officers to be effective as of the date first set out above.

**THE CORPORATION OF THE TOWNSHIP OF  
ADDINGTON HIGHLANDS**

Per: Henry Hogg  
Name: Henry Hogg  
Office: Reeve

Per: Christine Reed  
Name: Christine Reed  
Office: Clerk-Treasurer

We have the authority to bind the Municipality.

**DENBIGH WIND LP by its general partner  
DENBIGH WIND (GP) INC.**

Per: \_\_\_\_\_  
Name: Peter Clibbon  
Office: President

I have the authority to bind the Corporation.

**From:** Christine Reed [mailto:clerk@addingtonhighlands.ca]

**Sent:** August 4, 2015 11:43 PM

**To:** Stephen Cookson

**Cc:** Patricia Gray

**Subject:** Aug 4th Council Meeting

Hi Stephen,

Please be advised that at their meeting tonight, Council accepted the final draft of the Community Benefit and Development Agreement, passed a municipal support resolution as well as the municipal agreement resolution. All these documents have been signed. How would you like us to proceed from here?

I am going to be away until August 17<sup>th</sup>, however, Patricia has all the information I believe that you will need. Kindly contact her and let her know how you would like to proceed.

*Christine Reed*

Clerk-Treasurer

Township of Addington Highlands

P.O. Box 89

Flinton, ON K0H 1P0



## Patricia Gray

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**From:** Stephen Cookson <Stephen.Cookson@res-americas.com>  
**Sent:** Thursday, August 13, 2015 3:27 PM  
**To:** Patricia Gray  
**Cc:** Christine Reed; Michele Beauchamp  
**Subject:** RE: Aug 4th Council Meeting  
**Attachments:** Prescribed-Template-Municipal-Council-Support-Resolution - Denbigh Wind Project - rev4 - 13aug15 - FINAL FOR EXECUTION.docx; Prescribed-Form-Municipal-Meeting-Confirmation - Denbigh Wind Project - rev3 - 13aug15 - FINAL FOR EXECUTION.docx; Prescribed-Form-Municipal-Agreement - Denbigh Wind Project - rev3 - 13aug15 - FINAL FOR EXECUTION.docx

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Patricia,

Please find attached the final prescribed forms for execution that we will be submitting with our bid to the IESO.

Apologies that these need to be executed again, but as I mentioned, our final project bid size and list of properties were not finalized in time for the Aug 4 council meeting, and these need to be included on the forms.

Given the executed versions that you have already provided, I suggest we do the following with each of the forms:

- Municipal Support Resolution form – attached is the final version with the list of properties; again, all properties listed are inside the Site Boundary that we shared with the Township and were included in our Site Considerations mapping
  - Please have Reeve Hogg execute this form. If Councilor Yaunch and Councilor Cox are available to execute it as well (as they did with the draft version) early next week, then great. If not, no problem, we only need the Reeve's signature.
- Municipal Meeting Confirmation form – attached is the final version with the size of the project included
  - Please have Reeve Hogg execute this form. For this form, I believe we can use the final page from the form you already had all 5 councilors execute, which is simply a list of their presence at the meeting.
- Municipal Agreement Confirmation – attached is the final version with the size of the project included
  - Please have Reeve Hogg execute this form

Please send us 2 original copies of each of the forms at my address below – we need to include 1 original with the IESO bid and would like to keep one on file here.

I hope all this is clear. If not, please give me a call today or tomorrow at the office or on my cell. We hope there are no issues with the execution as we will need to receive the couriered originals by next week for inclusion in our bid.

Thanks so much for all this coordination. Hopefully it pays off with a tender win this fall!

Best regards,  
Stephen

**From:** Patricia Gray [mailto:pgray@addingtonhighlands.ca]  
**Sent:** August 12, 2015 6:27 PM  
**To:** Stephen Cookson  
**Subject:** RE: Aug 4th Council Meeting

Hi Stephen,

Attached are the forms and signature pages that we currently have signed. We have 2 copies of every signature page. I also included the copy of the CBA that went to Council for final approval on the 4<sup>th</sup> of Aug., you will see that I scanned the copy that was in the agenda package and just included the signature page at the end.

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As discussed, I will come into the office Thursday in the morning and at end of day – once the forms are here for signature, I will have Reeve Hogg sign on Friday and Christine to sign and review and send next week.

Have a good evening,

Patricia

**From:** Stephen Cookson [mailto:Stephen.Cookson@res-americas.com]  
**Sent:** Wednesday, August 12, 2015 3:29 PM  
**To:** Patricia Gray  
**Cc:** Michele Beauchamp; Christine Reed  
**Subject:** RE: Aug 4th Council Meeting

Hi Patricia,

Thanks, I had a nice vacation.

Apologies for not being able to get the execution version of the Agreement and the forms out to you before I left, but I'm sure we can address in the next few days to have everything signed before the Reeve goes on vacation at the end of the week.

I will be sending you the same prescribed forms that you mentioned you signed below, with a few minor adjustments – basically specifying the project size we will be bidding and listing the properties that are included in our Site Boundary.

Michele will be sending the execution version of the Community Benefits Agreement. Note that this will have the form of the Road User Agreement in annex, but that the Road User Agreement does not need to be signed (since it is referenced in the main agreement and is just an agreed-upon form).

We'll try and have these out to you by the end of the day or early tomorrow.

Regards,  
Stephen

**From:** Patricia Gray [mailto:pgray@addingtonhighlands.ca]  
**Sent:** August 12, 2015 3:11 PM  
**To:** Stephen Cookson  
**Subject:** FW: Aug 4th Council Meeting

Hi Stephen,

I hope you had a great vacation.

I am just checking in, we have not received any package or email with the prescribed forms as of today. As I mentioned, Reeve Hogg is away starting for a few days next week so I am just checking to see if anything has been sent.

Thanks Patricia

## Instructions for the Prescribed Template – Municipal Council Support Resolution

Page i of i

July 2015

IESORP/F-LRPIRFP-013r3

This page sets out the instructions for completing the Prescribed Template – Municipal Council Support Resolution.

All capitalized terms used in these instructions and the Prescribed Template – Municipal Council Support Resolution, unless otherwise stated, have the meanings ascribed to them in the LRP I RFP.

### INFORMATION FOR THE SIGNING PARTIES:

- a. The purpose of this Prescribed Template is to provide a template for a Local Municipality to provide support for a Large Renewable Project and/or proposed Connection Line which is proposed to be located in the Local Municipality. The support will be shown in the form of a resolution and which may be used for the purposes of awarding Rated Criteria points under the LRP I RFP.

### INSTRUCTIONS APPLICABLE TO THE PRESCRIBED TEMPLATE – MUNICIPAL COUNCIL SUPPORT RESOLUTION:

- b. This instruction page is not required to be submitted with the Proposal.
- c. Information provided in each Prescribed Template must be consistent with the information provided in the Proposal.
- d. Where the Municipal Council Support Resolution has multiple pages, the pages of the Municipal Council Support Resolution should be kept together in the Proposal in sequential order.
- e. Words in between square brackets (i.e. “[” and “]”) are immaterial to the intent of the Prescribed Template and may be modified to follow standard procedure of the issuing body. Wording not contained within square brackets must not be changed for the Proposal to be awarded Rated Criteria points.
- f. The entirety of the Prescribed Template (all blanks) must be completed in order for the Proposal to be awarded Rated Criteria points, and the Prescribed Templates must be signed to be considered complete.
- g. With the exception of this instruction page, instructions within a Prescribed Template will be enclosed in brackets.
- h. An original ink signature must be provided on the Prescribed Template – Municipal Council Support Resolution or on a certified true copy of the Prescribed Template – Municipal Council Support Resolution confirming it has been duly authorized by the Local Municipality and signed by the clerk of the Local Municipality, a Commissioner for Taking Affidavits or a Notary Public and included with the hard copy Proposal marked "Original Copy". For clarity, other than the Original Copy, any additional hard copies of this Prescribed Template must be signed but need not be originals (photocopies may be provided as well).
- i. The Local Municipality has the option of drafting the Prescribed Template – Municipal Council Support Resolution on the council letterhead. The language of the Municipal Council Support Resolution must be the same as shown in the Prescribed Template – Municipal Council Support Resolution in order for the Proposal to obtain Rated Criteria points. The IESO will not award Rated Criteria points if the resolution includes additional conditions or delegation of authority to staff for additional approvals.

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**Prescribed Template – Municipal Council Support Resolution**

Page 1 of 4

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Capitalized terms not defined herein have the meaning ascribed to them in the LRP I RFP.

Resolution NO: 429/15 Date: August 4, 2015

**[WHEREAS]:**

1. The Registered Proponent is proposing to develop, construct and operate a Large Renewable Project, with the characteristics outlined in the table below, under the LRP I RFP.

Name of the Large Renewable Project:	<u>Denbigh Wind Project</u>
Registered Proponent:	<u>Denbigh Wind LP</u>
Renewable Fuel of the Large Renewable Project:	<u>On-Shore Wind</u>
Contract Capacity of the Large Renewable Project <MW>:	<u>170MW</u>
Description of the Properties within the geographic bounds of the Local Municipality on which the Site and/or Connection Line is located <PIN(s) (if a PIN is not available, use legal description), Grid Cell(s) and/or Waterpower Site Number>:	<u>Crown Land Grid Cells: 450600771800, 450600771830, 450630771700, 450630771730, 450630771800, 450630771830, 450630771900, 450630772100, 450700771800, 450700771830, 450700771900, 450700771930, 450700772000, 450700772030, 450700772100, 450700772130, 450730771130, 450730771200, 450730771230, 450730771830, 450730771900, 450730771930, 450730772030, 450730772100, 450730772130, 450730772200, 450800771130, 450800771200, 450800771230, 450800771300, 450800771900, 450800771930, 450800772100, 450800772130, 450800772200, 450800772230, 450830771130, 450830771200, 450830771930, 450830772000, 450830772130, 450830772200, 450830772230, 450830772300, 450900771030, 450900771130, 450900771500, 450900771530, 450900771630, 450900771700, 450900771830, 450900771900, 450900771930, 450900772000, 450900772030, 450900772100, 450900772230, 450900772300, 450900772330, 450900772400, 450930771030, 450930771100, 450930771130, 450930771200, 450930771400, 450930771430, 450930771500, 450930771600, 450930771630, 450930771700, 450930771730, 450930771800, 450930771830, 450930771930, 450930772000, 450930772030, 450930772100, 450930772130, 450930772200, 450930772330, 450930772400, 450930772430, 450930772500, 451000771100, 451000771130, 451000771200, 451000771230, 451000771300, 451000771400, 451000771730, 451000771800, 451000771830, 451000771900, 451000772000, 451000772030, 451000772200, 451000772230, 451000772300, 451000772330, 451000772430, 451000772500, 451030771100, 451030771130, 451030771200, 451030771230, 451030771300, 451030771400, 451030771800, 451030771830, 451030771900, 451030772030, 451030772100, 451030772130, 451030772430, 451030772500, 451100771130, 451100771200, 451100771230, 451100771300, 451100771900, 451100771930, 451100772000, 451100772030, 451100772130, 451100772200, 451100772230, 451130771130, 451130771200, 451130771900, 451130771930, 451200771200, 451200771230, 451200771930, 444500771800, 444500771830, 444530771800, 444530771830, 444530771900, 444600771800, 444600771830, 444600771900, 444630771800, 444630771830, 444630771900, 444630771930, 444700771830, 444700771900, 444700771930, 444730771900,</u>

**Prescribed Template – Municipal Council Support Resolution**

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	<p><u>444730771930, 444730772000, 444800771930, 444800772000, 444830771930, 444830772000, 444830772030, 444900771930, 444900772000, 444900772030, 444930772000, 444930772030, 444930772100, 445000772000, 445000772030, 445000772100, 445030772030, 445030772100, 445030772130, 445100772030, 445100772100, 445100772130, 445100772200, 445130772100, 445130772130, 445130772200, 445200772100, 445200772130, 445200772200, 445200772230, 445230772100, 445230772130, 445230772200, 445230772230, 445300772100, 445300772130, 445300772200, 445300772230, 44530772100, 445330772130, 445330772200, 445330772230, 445400772030, 445400772100, 445400772130, 445400772200, 445400772230, 445430772030, 445430772100, 445430772130, 445430772200, 445500772030, 445500772100, 445500772130, 445500772200, 445530771930, 445530772000, 445530772030, 445530772100, 445530772130, 445530772200, 445600771900, 445600771930, 445600772000, 445600772030, 445600772100, 445600772130, 445600772200, 445630771800, 445630771830, 445630771900, 445630771930, 445630772000, 445630772030, 445630772100, 445700771730, 445700771800, 445700771830, 445700771900, 445700771930, 445700772000, 445700772030, 445730771700, 445730771730, 445730771800, 445730771830, 445730771900, 445730771930, 445800771600, 445800771630, 445800771700, 445800771730, 445800771800, 445800771830, 445830771600, 445830771630, 445830771700, 445830771730, 445830771800, 445900771600, 445900771630, 445900771700, 445900771730, 445900771800, 445930771600, 445930771630, 445930771700, 445930771730, 445930771800, 450000771630, 450000771700, 450000771730, 450000771800, 450030771630, 450030771700, 450030771730, 450030771800, 450100771600, 450100771630, 450100771700, 450100771730, 450130771600, 450130771630, 450130771700, 450130771730, 450200771600, 450200771630, 450200771700, 450200771730, 450230771630, 450230771700, 450230771730, 450230771800, 450300771630, 450300771700, 450300771730, 450300771800, 450330771700, 450330771730, 450330771800, 450330771830, 450330771900, 450400771700, 450400771730, 450400771800, 450400771830, 450400771900, 450430771730, 450430771800, 450430771830, 450430771900, 450500771730, 450500771800, 450500771830, 450500771900, 450530771730, 450530771800, 450530771830, 450530771900, 450600771730</u></p> <p><u>Private Parcels PINs: 450250175, 450270052, 450270199, 450280051, 450280059, 450280140, 450280256, 450280259, 450280260, 450280291, 450280302, 450280303, 450290085, 450290094, 450290121, 450290122, 450290123, 450290124, 450290125, 450290126, 450290127, 450290128, 450290137, 450290141, 450290144, 450290145, 450290147, 450290148, 450290149, 450290150, 450290160, 450290163, 450300055, 450300062, 450300075, 450300076, 450300077, 450300158, 450300203, 450300207, 450300252, 450300270, 450300285, 450300289, 450310116, 450310119, 450310266, 450310282, 450310283, 450310284, 450350126, 450350130, 450360297, 450370068, 450370069, 450370074, 450370077, 450370078, 450370080, 450380085, 450380086, 450380087, 450380088, 450410092, 450410093, 450410094, 450410099, 450410100, 450410103, 450410104, 450410105, 450410109, 450410110, 450410114, 450410115, 450410116</u></p> <p>(the "Lands")</p>
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- The Registered Proponent acknowledges that the Large Renewable Project and/or proposed Connection Line, either in whole or in part is to be located on lands under the jurisdiction of the Township of Addington Highlands;



**Prescribed Template – Municipal Council Support Resolution**

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3. The Registered Proponent has requested that the council of the Township of Addington Highlands indicate by resolution their support for the Large Renewable Project and/or proposed Connection Line on the Lands;
4. Pursuant to the LRP I RFP, Proposals that receive the formal support of the local jurisdictional authorities of all the Project Communities in which the Large Renewable Project and proposed Connection Line are being located in the form of a support resolution will be awarded Rated Criteria points for the purpose of ranking the Proposal in relation to other Proposals for a contract under the LRP I RFP; and

**[NOW THEREFORE BE IT RESOLVED THAT]:**

5. The council of the Township of Addington Highlands supports the development, construction and operation of the Large Renewable Project and/or proposed Connection Line on the Lands.
6. This resolution's sole purpose is to enable the Registered Proponent to receive Rated Criteria points under LRP I RFP and may not be used for the purpose of any other form of approval in relation to the Proposal or Large Renewable Project and/or proposed Connection Line or for any other purpose. Rated Criteria points will be used to rank the Registered Proponent's Proposal in relation to other Proposals received by the IESO under the LRP I RFP.
7. Though this resolution may impact the rank of the Registered Proponent's Proposal in relation to other Proposals received by the IESO, it does not guarantee a contract will be offered to the Registered Proponent under the LRP I RFP.

**[DULY RESOLVED BY THE LOCAL MUNICIPALITY]**

on the 4 day of August, 2015

1.	Name: Henry Hogg	Title: Reeve
	Signature:	
2.	Name:	Title:
	Signature:	
3.	Name:	Title:
	Signature:	
4.	Name:	Title:
	Signature:	

**Prescribed Template – Municipal Council Support Resolution**

Page 4 of 4

July 2015

IESORP/f-LRPIRFP-013r3

5.

Name:

Title:

Signature:

<Signature lines for elected representatives. At least one signature is required.>

## Instructions for the Prescribed Form – Municipal Meeting Confirmation

Page i of i

Mar 2015

IESORP/f-LRPIRFP-011r2

This page sets out the instructions for completing the Prescribed Form – Municipal Meeting Confirmation.

All capitalized terms used in these instructions and the Prescribed Form – Municipal Meeting Confirmation, unless otherwise stated, have the meanings ascribed to them in the LRP I RFP.

### INFORMATION FOR THE SIGNING PARTIES:

- a. The purpose of this Prescribed Form is to confirm a meeting has been held between the Registered Proponent and representatives of the Local Municipality to discuss the Large Renewable Project and/or proposed Connection Line described below. This Prescribed Form is used to satisfy requirements in the LRP I RFP and does not constitute an agreement, approval or contract.

### INSTRUCTIONS APPLICABLE TO ALL PRESCRIBED FORMS:

- b. The first page of a Prescribed Form must be marked with the name of the Large Renewable Project that is the subject of the Proposal. The Registered Proponent should use the name given to the Large Renewable Project in the Prescribed Form – Registration Form.
- c. This instruction page is not required to be submitted with the Proposal.
- d. Information provided in each Prescribed Form should be consistent with the information provided in the Proposal.
- e. Where the Prescribed Form has multiple pages, the pages of the Prescribed Form should be kept together in the Proposal in sequential order.
- f. Where a blank field for a section/page reference is provided in a Prescribed Form, enter the section/page reference of the Proposal where the substantiating evidence for that particular item can be found.
- g. Apart from the completion of any blanks, drop down lists, check boxes or similar uncompleted information in a Prescribed Form, no amendments may be made to the wording of a Prescribed Form.
- h. Each Prescribed Form must be completed in its entirety. Fields marked <if applicable> must be completed if applicable to the Proposal. If not applicable, they should be marked "not applicable".
- i. If the signature of the Registered Proponent is required for a Prescribed Form, the Prescribed Form must be signed by a person with authority to bind the Registered Proponent.
- j. With the exception of this instruction page, instructions within a Prescribed Form will be enclosed in brackets.

### INSTRUCTIONS SPECIFIC TO THE PRESCRIBED FORM – MUNICIPAL MEETING CONFIRMATION:

- k. An original ink signature must be provided on the Prescribed Form – Municipal Meeting Confirmation included with the hard copy Proposal marked "Original Copy". For clarity, other than the Original Copy, any additional hard copies of this Prescribed Form must be signed but need not be originals (photocopies may be provided as well).

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**Prescribed Form – Municipal Meeting Confirmation**

Page 1 of 3

Mar 2015

IESORP/f-LRP/IRFP-011r2

Name of the Large Renewable Project:	<u>Denbigh Wind Project</u>
Registered Proponent:	<u>Denbigh Wind LP</u>
Renewable Fuel of the Large Renewable Project:	<u>On-Shore Wind</u>
Contract Capacity of the Large Renewable Project <MW>:	<u>170MW</u>

Capitalized terms not defined herein have the meanings ascribed to them in the LRP I RFP.

The Local Municipality confirms to the IESO the following:

1. I am the/an Reeve of the Township of Addington Highlands (the “**Local Municipality**”) and have the delegated authority to provide this confirmation on behalf of the Local Municipality and without personal liability.
2. The Registered Proponent has advised the Local Municipality that it proposes to develop, construct and operate a Large Renewable Project and/or proposed Connection Line, with the characteristics outlined in the table above, under the LRP I RFP.
3. On the 15 day of June, 2015, at Denbigh, ON, the Registered Proponent held a meeting with representatives of the Local Municipality to discuss the particulars of the Large Renewable Project and/or proposed Connection Line (the “**Meeting**”).
4. Representatives of the Local Municipality that attended the Meeting are listed in Exhibit A.

Local Municipality: <u>Township of Addington Highlands</u>
Signature:
Name: Henry Hogg
Title: Reeve
I have the authority to sign on behalf of the Local Municipality.
Dated this ___ day of _____, 20__

The Registered Proponent acknowledges that this confirmation:



Independent Electricity  
System Operator

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

T 416-967-7474  
F 416-967-1947  
www.ieso.ca

**Prescribed Form – Municipal Meeting Confirmation**

Page 2 of 3

Mar 2015

IESORP/f-LRPIRFP-011r2

1. is not an approval by the Local Municipality of the proposed Large Renewable Project and/or Connection Line;
2. is not a promise by the Local Municipality to host the proposed Large Renewable Project and/or Connection Line;
3. is not a contract and cannot be relied upon by the Registered Proponent, IESO or any third party as containing any promises by the Local Municipality; and
4. is only for the purpose of the Registered Proponent satisfying section 3.2.5(b) of the LRP I RFP and for no other purpose.

Registered Proponent: Denbigh Wind LP

Signature:

Name: Peter Clibbon

Title: Senior Vice President, Development

I have the authority to bind the Registered Proponent.

Dated this \_\_\_ day of \_\_\_\_\_, 20\_\_

**EXHIBIT A**

**REPRESENTATIVES OF THE LOCAL MUNICIPALITY THAT ATTENDED THE MEETING**

<This Exhibit can be duplicated as needed to accommodate additional signatures.>

\_\_\_\_\_  
Name and title of representative from the Local Municipality

\_\_\_\_\_  
Name and title of representative from the Local Municipality

\_\_\_\_\_  
Name and title of representative from the Local Municipality

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Name and title of representative from the Local Municipality

\_\_\_\_\_  
Name and title of representative from the Local Municipality

## Instructions for the Prescribed Form – Municipal Agreement

Page i of i

Mar 2015

IESORP/f-LRPIRFP-015r2

This page sets out the instructions for completing the Prescribed Form – Municipal Agreement.

All capitalized terms used in these instructions and the Prescribed Form – Municipal Agreement, unless otherwise stated, have the meanings ascribed to them in the LRP I RFP.

### INFORMATION FOR THE SIGNING PARTIES:

- a. The purpose of this Prescribed Form is to confirm that a binding agreement was reached between the Local Municipality and the Registered Proponent pertaining to the Large Renewable Project. The terms of the agreement are not required to be disclosed in this document. The agreement may be used for the purposes of awarding Rated Criteria points under the LRP I RFP.

### INSTRUCTIONS APPLICABLE TO ALL PRESCRIBED FORMS:

- b. The first page of a Prescribed Form must be marked with the name of the Large Renewable Project that is the subject of the Proposal. The Registered Proponent should use the name given to the Large Renewable Project in the Prescribed Form-Registration Form.
- c. This instruction page is not required to be submitted with the Proposal.
- d. Information provided in each Prescribed Form should be consistent with the information provided in the Proposal.
- e. Where the Prescribed Form has multiple pages, the pages of the Prescribed Form should be kept together in the Proposal in sequential order.
- f. Where a blank field for a section/page reference is provided in a Prescribed Form, enter the section/page reference of the Proposal where the substantiating evidence for that particular item can be found.
- g. Apart from the completion of any blanks, drop down lists, check boxes or similar uncompleted information in a Prescribed Form, no amendments may be made to the wording of a Prescribed Form.
- h. Each Prescribed Form must be completed in its entirety. Fields marked <if applicable> must be completed if applicable to the Proposal. If not applicable, they should be marked "not applicable".
- i. If the signature of the Registered Proponent is required for a Prescribed Form, the Prescribed Form must be signed by a person with authority to bind the Registered Proponent.
- j. With the exception of this instruction page, instructions within a Prescribed Form will be enclosed in brackets.

### INSTRUCTIONS SPECIFIC TO THE PRESCRIBED FORM – MUNICIPAL AGREEMENT:

- k. An original ink signature must be provided on the Prescribed Form – Municipal Agreement included with the hard copy Proposal marked "Original Copy". For clarity, other than the Original Copy, any additional hard copies of this Prescribed Form must be signed but need not be originals (photocopies may be provided as well).



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**Prescribed Form – Municipal Agreement**

Page 1 of 1

Mar 2015

IESORP/f-LRPIRFP-015r2

Name of the Large Renewable Project	<u>Denbigh Wind Project</u>
Renewable Fuel of the Large Renewable Project:	<u>On-Shore Wind</u>
Contract Capacity of the Large Renewable Project <MW>:	<u>170MW</u>

All capitalized terms not defined herein have the meanings ascribed to them in the LRP I RFP;

**WHEREAS** the Registered Proponent intends to submit a Proposal for a Large Renewable Project under the LRP I RFP;

**NOW THEREFORE:**

1. The Registered Proponent acknowledges that it is proposing to develop, construct and operate a Large Renewable Project, with the characteristics outlined in the table above, under the LRP I RFP.
2. The Local Municipality of the Township of Addington Highlands acknowledges that it has entered into a binding agreement with the Registered Proponent in respect of the Large Renewable Project effective on the 4 day of August, 2015.
3. The Registered Proponent and the Local Municipality acknowledge that the binding agreement may be conditional only on the Registered Proponent being awarded an LRP I Contract for the Large Renewable Project.
4. The Registered Proponent and the Local Municipality acknowledge that the Registered Proponent's Proposal may be awarded Rated Criteria points by the IESO under the LRP I RFP where the Registered Proponent and every Project Community completes this Prescribed Form.
5. The Registered Proponent acknowledges that the binding agreement may not be used for the purpose of any other form of approval in relation to the Proposal or the Large Renewable Project or for any other purpose.

Registered Proponent: <u>Denbigh Wind LP</u>	Local Municipality: <u>Township of Addington Highlands</u>
Signature:	Signature:
Name: Peter Clibbon	Name: Henry Hogg
Title: Senior Vice President, Development	Title: Reeve
I have the authority to bind the Registered Proponent.	I have the authority to bind the Local Municipality.
Dated this __ day of ____, 20__	Dated this __ day of ____, 20__

## Patricia Gray

---

**From:** Stephen Cookson <Stephen.Cookson@res-americas.com>  
**Sent:** Thursday, August 13, 2015 12:50 PM  
**To:** Michele Beauchamp; Tony Fleming; Patricia Gray (pgray@addingtonhighlands.ca)  
**Cc:** Christine Reed  
**Subject:** Community Benefits Agreement  
**Attachments:** Community Benefits and Development Agreement - Denbigh Windfarm - rev8 - 04aug15 (Addington Executed).pdf; Community Benefits and Development Agreement - Denbigh Windfarm -rev9 - 13aug15 - With RUA reference (execution copy).docx; Denbigh Road Use Agreement - rev6 - 31july15 (final, annex to CBA).docx

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Thanks Michele,

Please find attached the version of the Community Benefits Agreement that the Township executed following their council meeting on Aug 4, which Patricia sent me last night.

As I discussed with Patricia yesterday, and as we detail below, we have also offered the Township the option of executing a version that makes direct reference to the Road User Agreement. I believe that this was always the Township's preference, but that we never had the opportunity to add the referencing language to the execution version before their council meeting.

Tony – are you OK with us executing a revision of the CBA that has a reference to the RUA (in its definition) and has the RUA in annex? I know you indicated that you had presented the agreements separately to the Township, but RES is OK with executing either version. This would provide the Township additional (legal) comfort that we will use the settled-upon form of the RUA. Patricia was OK with executing this version but we thought best to check with you.

I attach the revision with the RUA reference as well as the final RUA here. The only difference from the versions you circulated prior to the council meeting is the reference in the definition of the RUA.

Patricia – if Tony is OK with executing the version with the reference, please have the Reeve (tomorrow) and Christine (on Monday) execute the attached revision of the CBA (rev9). The final RUA (rev6) does not need to be signed, just attached to the end of the CBA, in annex. It would be preferable for the Reeve and Christine to initial every page of the agreement, including both the CBE and RUA pages.

If Tony prefers to keep the agreements separate, then please just send us the 2 original copies of the already-executed CBE, by courier, early next week. We will sign on our side and send you back one original.

I will be in touch under separate cover regarding the Prescribed Municipal Forms for the bid submission.

Thanks,  
Stephen

**From:** Michele Beauchamp  
**Sent:** August 13, 2015 11:57 AM

**To:** Stephen Cookson  
**Subject:** RE: Aug 4th Council Meeting

Stephen,

Please find attached the execution copy of the Community Benefits and Development Agreement with the RUA attached thereto.

I included a reference to the schedule in the definition of RUA.

---

Peter has signed it.

I attach the word versions for your files

Regards

Michèle Beauchamp | Conseiller juridique principal | Senior Legal Counsel  
Systèmes d'énergie renouvelable Canada inc. | Renewable Energy Systems Canada Inc.  
300 Léo-Pariseau, Suite 2516, Montréal (Québec) H2X 4B3, Canada  
(514) 525-2113 x 233 direct | (514) 524-9669 fax  
[michele.beauchamp@res-americas.com](mailto:michele.beauchamp@res-americas.com) | [www.res-americas.com](http://www.res-americas.com)

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**From:** Stephen Cookson  
**Sent:** Wednesday, August 12, 2015 3:29 PM  
**To:** Patricia Gray  
**Cc:** Michele Beauchamp; Christine Reed  
**Subject:** RE: Aug 4th Council Meeting

Hi Patricia,

Thanks, I had a nice vacation.

Apologies for not being able to get the execution version of the Agreement and the forms out to you before I left, but I'm sure we can address in the next few days to have everything signed before the Reeve goes on vacation at the end of the week.

I will be sending you the same prescribed forms that you mentioned you signed below, with a few minor adjustments – basically specifying the project size we will be bidding and listing the properties that are included in our Site Boundary.

Michele will be sending the execution version of the Community Benefits Agreement. Note that this will have the form of the Road User Agreement in annex, but that the Road User Agreement does not need to be signed (since it is referenced in the main agreement and is just an agreed-upon form).

We'll try and have these out to you by the end of the day or early tomorrow.

Regards,  
Stephen

**From:** Patricia Gray [mailto:pgray@addingtonhighlands.ca]  
**Sent:** August 12, 2015 3:11 PM  
**To:** Stephen Cookson  
**Subject:** FW: Aug 4th Council Meeting

---

Hi Stephen,

I hope you had a great vacation.

I am just checking in, we have not received any package or email with the prescribed forms as of today. As I mentioned, Reeve Hogg is away starting for a few days next week so I am just checking to see if anything has been sent.

Thanks Patricia

**From:** Patricia Gray [mailto:pgray@addingtonhighlands.ca]  
**Sent:** Thursday, August 06, 2015 2:35 PM  
**To:** 'Stephen Cookson'  
**Cc:** 'Michele Beauchamp'; clerk@addingtonhighlands.ca  
**Subject:** RE: Aug 4th Council Meeting

Hello Stephan and Michele,

The Reeve will be away from Aug. 17-20, his signature will be required on the forms, so if we can be sure to have them before he leaves we will be able to meet the Aug. 21,15 deadline.

We went ahead and obtained signatures for the prescribed forms at the August 4<sup>th</sup> meeting, the Reeve has indicated that he will be available until the 16<sup>th</sup> for changes.

We do have the signatures of all members present at the meeting where RES spoke to Council for the Municipal Meeting Confirmation form. We also have the signatures of the Councilors who supported the resolution on Aug. 4, 15 for the Municipal Council Support Resolution signature page.

Christine and Reeve Hogg also went ahead and signed the Community Benefit Agreement signature page, if it has changed, they can re-sign.

We have 2 copies of each of the above with original signatures so that you can take them away and execute your signatures, if your documents are already executed and we then return copies to you, that will work fine as well.

I will await your instructions.

Thank you,

*Patricia Gray*

Planning & Development Administrative Assistant

Township of Addington Highlands  
P.O. Box 89, 72 Edward Street  
Flinton ON K0H 1P0  
Tel. 613-336-2286, ext 202  
Fax. 613-336-2847

**From:** Stephen Cookson [mailto:[Stephen.Cookson@res-americas.com](mailto:Stephen.Cookson@res-americas.com)]  
**Sent:** Wednesday, August 05, 2015 11:17 AM  
**To:** Christine Reed  
**Cc:** Patricia Gray; Michele Beauchamp  
**Subject:** RE: Aug 4th Council Meeting

---

Hi Christine, Patricia,

Thanks for this good news and I'm glad we were able to reach final agreement on the Community Benefits and Development Agreement.

I must say, it is one of the most generous and Township-centered agreements I have ever seen in Ontario and so I think council, you, and your solicitor did a great job in negotiating and protecting the Township's interests.

We will be sending you a final, execution version of the Agreement, which will be identical to the version that council considered but with a few formatting clean-ups. This can be executed at your convenience and any time before August 21.

We will also be sending you final, execution versions of the IESO prescribed forms. These are:

- Prescribed Form – Municipal Agreement
- Prescribed Form – Municipal Meeting Confirmation
- Prescribed Form – Municipal Council Support Resolution

You'll remember that when I submitted the draft versions, I mentioned that they would need to be finalized prior to execution. All we will be doing is noting the final size of the project we are bidding and the final description of the properties within the site boundary. The site boundary will be the same as on the Notice of Public Meeting as well as the same as on the Site Considerations mapping that we sent you with the notices and contained in the Community Engagement Plan.

I will be on vacation as of tomorrow and until next Wednesday Aug 12, but I have copied Michele Beauchamp, our in-house council if you have any questions in coming days. Michele should be able to send you the execution version of the Agreement before the end of the week (or even today) and I should be able to send you the execution package next Wednesday (we will be registering the project application on Friday when we will set the project bid submission size).

Please let me know if you have any questions or concerns. We are working now on our bid and will keep you updated on our submission and any projections on results.

Thanks again to you and council for your confidence and courage in supporting our common project now. We are sure that, if selected, it will be a positive opportunity for the Township!

Enjoy your (well deserved!) vacation Christine!

Best regards,  
Stephen

COMMUNITY BENEFITS & DEVELOPMENT AGREEMENT

**THIS COMMUNITY BENEFITS AND DEVELOPMENT AGREEMENT** (this “**Agreement**”) made as of the \_\_\_ day of \_\_\_\_\_, 2015 (the “**Effective Date**”).

---

**BETWEEN:**

**DENBIGH WIND LP**  
300 Léo-Pariseau, suite 2516,  
Montreal, Québec, H2X 4B3  
(the “**Proponent**”)

**AND**

**THE CORPORATION OF THE TOWNSHIP OF ADDINGTON HIGHLANDS**  
72 Edward Street, P.O. BOX 89  
Flinton, Ontario, K0H 1P0  
(the “**Municipality**”)

**PREAMBLE**

**WHEREAS** the Proponent intends to bid a project within the Municipality, with the goal to enter into a Large Renewable Procurement Contract (the “**Supply Contract**”) with the Independent Electricity System Operator (the “**IESO**”) under the Large Renewable Procurement process (the “**LRP**”) and for the supply of electricity from a commercial wind energy generating facility (the “**Wind Project**”) located on lands and premises within the Municipality; and

**WHEREAS** the Wind Project is expected to have an aggregate rated nameplate capacity of up to 170 megawatts installed within the Municipality, together with associated equipment, buildings, collection systems, transmission facilities, and access roads; and

**WHEREAS** the Proponent has agreed to provide certain Community Benefit Fund Contributions (as defined herein) for the benefit of the residents of the Municipality; and

**WHEREAS** the Proponent and the Municipality have agreed to enter into this Agreement, as well as a Road Use Agreement, as separate and distinct agreements.

**NOW THEREFORE** in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, and under legal seal, the parties agree with each other as follows:

## PART I – DEFINITIONS

1. In this Agreement:

“**Commercial Operation Date**” means the date on which commercial operation of the Wind Project is attained within the meaning of the Supply Contract;

“**Community Benefit Fund**” shall have the meaning set forth in Section 13 of this Agreement;

“**Community Benefit Fund Contribution**” shall have the meaning set forth in Section 3 of this Agreement;

“**Council**” means the elected municipal council of the Municipality;

“**IESO**” shall have the meaning set forth in the Preamble of this Agreement;

“**LRP**” shall have the meaning set forth in the Preamble of this Agreement;

“**Prescribed Form – Municipal Agreement**” means the prescribed form published by the IESO as part of the LRP documentation with reference number IESORP/f-LRPIRFP-015r2.

“**Prescribed Form – Municipal Support Resolution**” means the prescribed form published by the IESO as part of the LRP documentation with reference number IESORP/f-LRPIRFP-013r2.

“**Road Use Agreement**” means an agreement or agreements (including any transmission easements), substantially in the form attached hereto, to be entered into between Proponent and the Municipality in respect of the access, travel, use and occupation over, under, in, on, and through the system of public roads and highways under the jurisdiction of the Municipality in connection with the construction, operation and maintenance of the Wind Project, including without limitation the placement of overhead and buried electrical collector system and a transmission easement for 115 kV or greater electrical transmission wires and cables (under a separate easement agreement if requested by the Proponent) on lands comprising such public roads and highways;

“**Stub Year**” means the period of time between the Commercial Operation Date and December 31 of the same Year;

“**Supply Contract**” shall have the meaning set forth in the Preamble of this Agreement;

“**Wind Project**” means the wind energy generating facility described in the recitals, including, for greater certainty, the appurtenant components and property listed in the second recital;

“**Year**” means a calendar year.



## PART II – TERM

2. (a) This Agreement shall become effective on the date first above written (the “**Effective Date**”) and, subject to Paragraph 2 (c), shall continue thereafter for a period (the “**Term**”) expiring on the earlier of (i) the date which is twenty (20) Years following the Commercial Operation Date; and (ii) the date of termination of the Supply Contract (written notice of which termination of the Supply Contract shall be delivered by the Proponent to the Municipality).

(b) In the event that the Proponent obtains an extension of the term of the Supply Contract, this Agreement shall automatically be renewed for the extended term of the Supply Contract upon the same terms and conditions, unless the parties mutually agree to an amendment of any applicable terms or conditions.

(c) If the Commercial Operation Date does not occur within six (6) Years of the Effective Date, this Agreement shall terminate and be deemed to be null and void and of no further force or effect.

## PART III – COMMUNITY BENEFIT FUND CONTRIBUTION

3. Subject to Sections 4 and 5, for the Stub Year and each following Year during the remainder of the Term, the Proponent shall pay the Municipality a fixed amount of Three Thousand Five Hundred Dollars (\$3,500.00) multiplied by the aggregate nameplate capacity (expressed in megawatts) of the Wind Project as indicated in the Supply Agreement (collectively the “**Community Benefit Fund Contribution**”).

4. The Municipality shall not introduce any change in its by-laws that would disproportionately and adversely affect the Wind Project, compared to other participants in the industry, following the execution of this Agreement. Notwithstanding the foregoing, the Community Benefit Fund Contribution for a given year shall be reduced by the amount, if any, of the increase in the Municipality's share of the property taxes levied by the Municipality in respect of the Wind Project, only to the extent such increase is the result of either (i) an amendment to, or change in, the *Assessment Act* (Ontario) for determining the assessed value of the Wind Project, or (ii) the Wind Project being taxed at a rate different than the one established at the Effective Date. For greater certainty, there shall be no such reductions to the Community Benefit Fund Contribution resulting solely from an increase in the property taxes levied by the Township of Addington Highlands in respect of the Wind Project due to an increase in the general industrial tax rate as described above, unless such increase exceeds the previous year's taxes in respect of the Wind Project by more than ten percent (10%).

5. (a) The parties further agree that the Proponent may apply to the Municipality to adjust the Community Benefit Fund Contribution if the economic return from the Wind Project is materially and adversely affected by a change in Applicable Law, and for so long as such material and adverse effect exists. Prior to making a final determination of such material adverse effect, the Proponent shall:

i. provide to the Municipality reasonable disclosure of its reasons for considering such

adjustment;

- ii. Provide to the Municipality any information that supports the request for adjustment and the quantum of adjustment to enable the Municipality to assess the reasonableness of the request;
- iii. engage in meaningful consultation with the Municipality; and
- iv. apply a standard of reasonableness to its determination to ensure that such determination is made in a fair, reasonable and non-arbitrary manner.

(b) Upon completion of the consultation described above, the Proponent may adjust the Community Benefit Fund Contribution in accordance with the stated reasons provided to the Municipality, regardless of whether the Municipality consents.

(C) The parties agree that the Municipality may submit the adjustment of the Community Benefit Fund Contribution to the dispute resolution provisions in accordance with this Agreement to resolve any dispute as to whether the adjustment was reasonable in the circumstances.

(d) The parties agree that the information and reasons submitted by the Proponent pursuant to this section and any information provided at any subsequent arbitration shall be treated as confidential business information, the disclosure of which could prejudice the competitive position of the Proponent.

6. The Community Benefit Fund Contribution for the Stub Year and the final Year of the Term shall be calculated in accordance with Section 3, but prorated by the ratio of the number of days in the Stub Year or the final Year of the Term, as applicable, to 365.

7. The Proponent shall pay the Community Benefit Fund Contribution for the Stub Year on March 1 of the first Year following Commercial Operation Date and for each Year of the Term thereafter on March 1 of the following Year. The obligation of the Proponent to pay the Community Benefit Fund Contribution for the final Year of the Term shall survive the expiry or termination of this Agreement.

8. The Proponent shall make one additional payment to the Municipality of Three Thousand Five Hundred (\$3,500.00) multiplied by the aggregate nameplate capacity (expressed in megawatts) of the Wind Project as indicated in the Supply Agreement, within thirty days following commencement of construction of the Wind Project. In addition, the Proponent agrees to contribute an additional amount of twenty thousand dollars (\$20,000.00) within thirty (30) days of submission of the bid for the Wind Project to be used by the Municipality in accordance with section 16.

#### **PART IV - COMMUNITY SUPPORT**

9. The Municipality and the Proponent acknowledge and agree that the support of individual residents of the Municipality for the duration of the Agreement is paramount to the success of the Wind Project. The Municipality and the Proponent shall work cooperatively throughout the Term, including

meeting at least once each Year, to develop and review plans for ensuring that the Proponent is appropriately recognized by the Municipality and its residents for the significant contribution, including payment of the Community Benefit Fund Contribution, that the Proponent has made and is continuing to make toward the betterment of the community. Without limiting the generality of the foregoing, the Municipality and the Proponent shall consult and agree on specific protocols for public promotion and branding of initiatives financed in large part from the Community Benefit Fund which reflect the degree of financial benefit being afforded to the Municipality.

10. Concurrently with the execution of this Agreement, the Proponent and the Municipality agree to complete and sign the Prescribed Forms demonstrating preliminary support for the Wind Project and that a formal agreement has been reached regarding the Wind Project – the Prescribed Form Municipal Agreement and the Prescribed Form – Municipal Support Resolution, which will be appended to the Proponent’s submission into the IESO LRP request for proposals.

11. (a) the Municipality agrees to process, review and render a decision on the Proponent’s permit applications and Renewable Energy Approval (“**REA**”) municipal consultation submissions including, but not limited to building permits and road use agreements, in an expeditious manner and in no case more than the lesser of (i) the timeframe outlined in the Municipality’s ordinances and (ii) sixty (60) days after the relevant Proponent’s application or submission has been submitted.

(b) The commitment by the Municipality to expedite the processing of permit applications and REA municipal consultation submissions made by the Proponent as referenced above shall not be interpreted as implying any obligation on the part of the Municipality to approve such applications or submissions. All permit application and submissions made by the Proponent shall be considered by Council or the appropriate administrative officer on their merits at the time the applications or submissions are made. The Municipality and the Proponent both acknowledge that the Municipality cannot enter into any agreement that has the effect of expressly or impliedly fettering the legislative discretion of the current or a future Council or the administrative discretion of any administrative officer and that this Agreement is not intended to have that effect.

12. The Municipality agrees that it shall, upon reasonable request from the Proponent, reply to any third parties who are legally authorized to inquire in regulatory issues concerning the development of the Wind Project.

13. The Proponent agrees to provide training free of charge to local emergency services in respect of calls related to Wind Turbines.

14. The Parties understand that, as soon as practicable following the Effective Date of this Agreement, and, in the case of the Proponent’s execution of a Supply Contract, the Municipality and the affiliate of the Proponent will negotiate in good faith a Road Use Agreement, including any associated access easement agreements, in respect of the Wind Project on terms and conditions that are acceptable to both parties, both acting reasonably and with reference to forms and financial conditions of similar agreements entered into between renewable energy or other industry proponents or other similar

agreements from other municipalities in Ontario. The easement would be granted in consideration of an annual payment of Three Thousand Five Hundred Dollars (\$3,500 CAD) per kilometer of length of municipal roads required for use by the Wind Project or any portion thereof. If, acting reasonably, the Road Use Agreement has not been executed within twelve (12) months following the execution date of the Supply Contract, or such other date as agreed upon by relevant parties thereto, the Proponent may terminate this Agreement on 30 days' notice to the Municipality unless a Road Use Agreement is executed and delivered within such 30 day notice period. The parties agree that in the event of any breach by the Municipality in the performance of its obligations pursuant to the Road Use Agreement which remains uncured within any applicable cure periods set out therein, the Proponent may, at its option, terminate this Agreement.

15. The Community Benefit Fund Contributions are made in consideration of the Municipality's agreement to appropriately recognize the value to the community of the Wind Project and the Proponent's investment within the Municipality.

#### **PART V - COMMUNITY BENEFIT FUND ADMINISTRATION AND EXPENDITURES**

16. The Municipality agrees to provide for the establishment of a segregated community fund ("**Community Benefit Fund**") financed solely by Community Benefit Fund Contributions made by the Proponent. The Community Benefit Fund shall be utilized in any lawful manner by the Municipality to support the following types of initiatives, which list is not exhaustive:

- (a) economic development initiatives;
- (b) land stewardship initiatives (e.g., habitat creation/improvement; tree planting; shoreline rehabilitation);
- (c) expenditures relating to development and construction of municipal recreational facilities (e.g., arenas, parks, trails);
- (d) expenditures for improvement of community, public transport, and protective services (e.g., bus service, police, fire, EMS, healthcare);
- (e) expenditures related to roads and public municipal infrastructure; or
- (f) such other community-related activities as may be deemed appropriate by Council in its discretion.

17. All proposed expenditures or application of funds from the Community Benefit Fund shall require (i) approval by the Council in a public forum, and (ii) consultation with the Proponent on no less than 30 day written notice to the Proponent prior to submission of any request to the Council for approval.

18. In regard to the receipt and administration of the Community Benefit Fund Contributions, the

Municipality shall, at a minimum, institute the following process and procedures:

- (a) make and keep books, records, and accounts, which, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the Community Benefit Fund; and

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- (b) devise and maintain a system of internal accounting controls sufficient to provide reasonable assurances that:
  - (i) transactions are executed in accordance with the Municipality's general or specific authorization;
  - (ii) transactions are recorded as necessary (a) to permit preparation of financial statements in conformity with generally accepted accounting principles or any other criteria applicable to such statements, and (b) to maintain accountability for all payments received;
  - (iii) access to the fund and all payments held therein is permitted only in accordance with the Municipality's general or specific authorization; and
  - (iv) the recorded accountability for all such payments held in the fund is compared with the existing fund balance at reasonable intervals and appropriate action is taken with respect to any differences.

19. Upon reasonable notice to the Municipality, the Proponent shall have the right to inspect all records created and maintained which relate to the transactions undertaken by the Municipality with regard to the Community Benefit Fund.

20. Notwithstanding anything to the contrary herein, Municipality, in its administration of the Community Benefit Fund, shall refrain from offering, giving or promising, directly or indirectly, money or anything of value to a Canadian or foreign Governmental official to influence the official in his or her official capacity, induce the official to do or omit to do an act in violation of his or her lawful duty, or to secure any improper advantage in order to assist in obtaining or retaining business for or with, or directing business to, any person. For the purposes of this Section, "anything of value" includes, but is not limited to, cash or a cash equivalent, discounts, gifts, use of materials, facilities or equipment, entertainment, drinks, meals, transportation, lodging, insurance benefits, or promise of future employment. "Governmental official" shall mean any person holding any level of legislative, administrative, or judicial office of the Canadian or a foreign government or any of its departments or agencies or divisions; any person acting on behalf of the Canadian or a foreign government, including a local or provincial agency, enterprise, or organization; any official or agent of a Canadian or a foreign public administration or publicly funded organization; any official of a Canadian or a foreign political party; any officer or agent of a public international organization (e.g., World Bank, International Monetary Fund, World Health Organization, United Nations, World Trade Organization); or any relatives or close family/household members of any of those listed above.

21. In addition to the Community Benefit Fund, during the development phase of the Wind Project,

which will run from the execution of the Supply Contract until the beginning of construction of the Wind Project, the Proponent will, within ninety (90) days of the entering into of a Supply Contract, provide to the Municipality twenty five thousand dollars for the Municipality to establish a bursary on terms acceptable to the Municipality to disburse a maximum of five Thousand Dollars (\$5,000.00 CAD) per year which shall be accessible by: 1) individuals attending post-secondary education programs; 2) individuals seeking to acquire skills in anticipation of providing services related to the construction, operation, or management of renewable energy projects; and 3) educational institutions within the township to support initiatives such as technology upgrades and the establishment of student scholarships.

## **PART VI – BUILDING PERMIT AND DEVELOPMENT FEES**

22. The Proponent shall pay any applicable permit fees for all components of the Wind Project for which a building permit is required in accordance with the laws of the Province of Ontario, in the amounts published in the Municipality's permit fee by-laws in effect as of the date of issuance of the permit. The parties acknowledge that such permit fees are anticipated to be reasonable charges for the Municipality to administer and enforce the Building Code Act, 1992. Such fees shall cover the following:

- (a) the cost to review all plans and drawings in support of the application for the permit;
- (b) all inspections of the construction required by the Building Code Act, 1992;
- (c) all other efforts reasonably anticipated to be necessary for the issuance of the permit.

23. The Proponent shall pay all of the Municipality's costs to process and review all applications submitted in relation to the Wind Project, including without limitation all submissions to the Municipality and the Province and all associated technical reports and permit approvals. The parties further agree that the costs incurred shall be capped at forty thousand dollars (\$40,000) per annum for each of the three (3) years following the Effective Date. The parties further agree that in the event that the Municipality's costs exceed the per annum amount established above that it may request such additional funding provided that such request be made to Proponent in advance of the expenses being incurred and such additional funding be found necessary in the circumstances, by the Proponent acting reasonably. The parties further agree that this payment shall not include building permit fees, which shall be assessed in accordance with the *Building Code Act* and all applicable by-laws.

## **PART VII – ASSIGNMENT**

24. If the Proponent sells or transfers the Wind Project it shall provide notice thereof to the Municipality and shall ensure that the transferee acknowledges this Agreement and agrees to be fully bound by and perform the duties and obligations of the Proponent hereunder in the same manner as if

such transferee was an original signatory to this Agreement.

25. Neither this Agreement nor any of the benefits or burdens hereunder shall be assigned, in whole or in part, by the Municipality.

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## **PART VIII – LOCAL LABOUR AND LIGHT MITIGATION**

26. The Proponent will use commercially reasonable efforts to hire local labour and suppliers of equipment and materials, to the extent available and to the extent that such local labour and suppliers are competitive in respect of the construction and operation of the Wind Project. The Proponent will post any contracting tender opportunities related to the construction of the Wind Project with the Municipality or its economic development office.

27. The Proponent will investigate the technical, regulatory and financial feasibility of installing light mitigation technology to significantly reduce the impact of wind turbine aviation safety lights on the night sky in the area of the wind turbines, and to provide an assessment of the technical, regulatory and financial viability to Council prior to commencing construction.

28. The Proponent further agrees to use commercially reasonable efforts to implement mitigation technology or mitigation strategies to significantly reduce the impact of wind turbine aviation safety lights on the night sky in the area of the wind turbines.

29. If it is not possible to implement mitigation technologies or mitigation strategies to reduce the impact of wind turbine aviation safety lights on the night sky in the area of the wind turbines, the Proponent agrees that the Community Benefit Fund payment schedule shall be escalated such that the fee to be paid in the first year after COD shall be the payment for year one and year twenty, all remaining payments to remain the same, with the last annual payment being on the nineteenth year following COD.

## **PART IX - DISPUTE RESOLUTION**

30. This Part sets out the rules and procedures that shall govern any matter that may be arbitrated between the parties in accordance with the terms of this Agreement.

31. Prior to submitting a dispute to arbitration in accordance with this Part, the parties shall conduct good faith negotiations with a view to resolving the outstanding issue. If these negotiations fail, the parties may by mutual agreement refer the issue to a mediator to be chosen and paid for jointly by the parties without prejudice to the rights of either party to proceed to arbitration in accordance with this Part should such mediation fails.

32. If a party has the right to request that a matter be submitted to arbitration, the party may commence the arbitration by delivering a written request to the other party setting out the issue that the party requests be submitted to arbitration and the section of this agreement that entitles the party to request that the matter be resolved by arbitration, and thereafter the matter shall be submitted to arbitration pursuant to the Arbitrations Act, or any applicable successor legislation, and the decision of the arbitrator or, if more than one, the decision of a majority shall be final and binding on the parties with no right of appeal on a question of law, fact or mixed law and fact.

33. Where a party requests a matter be submitted to arbitration, the matter shall be decided by a single arbitrator acceptable to the parties, unless either party notifies the other that the former wishes the matter be decided by a Board of Arbitration, in which case each party may appoint one member to the Board of Arbitration and the two members appointed by the parties shall appoint the third member who shall act as Chair.

34. Notwithstanding anything to the contrary herein, the arbitrator will not have any power to alter or change any provisions of this Agreement or to impose any new provisions to this Agreement or to substitute any new provisions for any existing provisions or to give any decision inconsistent with the terms and provisions of this Agreement.

35. During the pendency of negotiations pursuant to the dispute resolution process described in Part IX of this Agreement, the Proponent shall submit all required payments to the solicitors for the Municipality, which payments shall be held in escrow pending the disposition of any dispute resolution process in accordance with this Agreement.

#### **PART X – GENERAL**

36. All invoices, notices and communications to the Proponent in connection with this Agreement shall be addressed to the party at:

37. All invoices, notices and communications to the Municipality in connection with this Agreement shall be addressed to:

The Township of Addington Highlands  
72 Edward Street, P.O. BOX 89  
Flinton, Ontario, K0H 1P0  
ATTN: Clerk  
Phone: (613) 336-2286  
Facsimile: (613) 336-2847

38. Any invoice, notices or other communication required or permitted to be given or made under this Agreement shall be in writing, and shall be properly given or made if:

- (b) delivered in person during normal business hours left with the addressee or any other responsible employee at the relevant address set out herein, or
- (c) telexed, telecopied or sent by other means of recorded electronic communication provided receipt thereof is electronically confirmed.

39. Any party to this Agreement may from time to time change its address for notice by giving notice to the other party in the manner as herein provided.



40. No amendment to this Agreement shall be permitted, except by the written mutual consent of both parties, and any amendment shall be in writing.

41. The mere failure of either party to give notice to the other of the breach or non-fulfillment of any provision of this Agreement shall not constitute acceptance of the breach or non-fulfillment.

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42. The acceptance of a breach or non-fulfillment of any provision of this Agreement shall not constitute acceptance of a further breach or non-fulfillment of either the same provision, or any other provision of this Agreement.

43. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario without reference to conflict of laws provisions.

44. This Agreement constitutes the entire agreement or understanding between the parties with respect to the subject matter hereof and supersedes all prior negotiations and documents in relation thereto, and each party acknowledges that there are no collateral representations or warranties made by either in respect of the subject matter of this Agreement.

45. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be determined by judicial order or decision to be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall be enforced to the fullest extent permitted by law.

46. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

(the signature page immediately follows)

**IN WITNESS WHEREOF** this Agreement has been executed by the parties under seal by their authorized signing officers to be effective as of the date first set out above.

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**THE CORPORATION OF THE TOWNSHIP OF  
ADDINGTON HIGHLANDS**

Per: \_\_\_\_\_

Name:

Office:

Per: \_\_\_\_\_

Name

Office:

We have the authority to bind the Municipality.

**DENBIGH WIND LP by its general partner  
DENBIGH WIND (GP) INC.**

Per: \_\_\_\_\_

Name: Peter Clibbon

Office: President

I have the authority to bind the Corporation.

**Schedule A**  
**Form of Road Use Agreement**

**(see attachment)**

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**ROAD USE AGREEMENT**

**THIS ROAD USE AGREEMENT** is made as of \_\_\_\_\_, 20\_\_\_\_ (the “Effective Date”)

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**B E T W E E N:**

**THE CORPORATION OF THE TOWNSHIP OF ADDINGTON HIGHLANDS**

(hereinafter referred to as, the “Municipality”)

**AND :**

**DENBIGH WIND LP**

(hereinafter referred to as, the “Proponent”)

**RECITALS**

**WHEREAS:**

- A. The Municipality is a municipal corporation within the meaning of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, is governed by elected Council, and operated by the Administration (as defined herein), which is hereby authorized to administer this Agreement in its entirety, including but not limited to decisions with respect to the interpretation, operation and termination of this Agreement in accordance with its provisions;
- B. The Proponent, a partnership established under the laws of the Province of Ontario, wishes to establish and operate a wind energy generation facility to be known as the Denbigh Wind Project, with location identified on the map attached hereto as Schedule A;
- C. Pursuant to its statutory rights under the Ontario *Electricity Act, 1998*, the Proponent wishes to make use of certain Road Allowances located within the Municipality to allow for construction, operation, repair, maintenance, and decommissioning of the Wind Project and to deliver components and materials thereto;
- D. Pursuant to section 50(3)(d.1) of the *Planning Act* (Ontario), as amended, the Parties may enter into an agreement that has the effect of granting a use of or right in land directly or by entitlement to renewal for a period of more than twenty-one years;
- E. The Municipality and the Proponent wish to enter into this Agreement with respect of the use, installation, construction, maintenance and operation of certain Electrical Infrastructure on, over, under and within the Road Allowances, as defined herein;

- F. Subject to Applicable Laws and the terms and conditions set forth below with respect to the use of the Road Allowances, the Municipality acknowledges the Proponent's right to install, construct, maintain, operate and decommission such Electrical Infrastructure over, along, across or under Road Allowances;
- G. Subject to obtaining customary approvals from the Municipality, the Municipality grants the Proponent the right to temporarily reconstruct or realign certain portions of the Road Allowances to permit delivery or movement of oversized Wind Project components, including wind turbine blades, rotor hub, tower sections and nacelles; and
- H. Subject to obtaining an entrance permit from the Municipality, the Municipality grants the Proponent the right to connect access roads from Wind Project turbines to the Road Allowances to permit ongoing access to the wind turbines during Wind Project construction and operations.

**NOW THEREFORE THIS AGREEMENT WITNESSETH THAT**, in consideration of the payment of the sum of TWO DOLLARS (\$2.00) from each Party to the other and other good and valuable consideration, including the terms, covenants and provisions herein, the receipt and sufficiency of which is hereby acknowledged and agreed, the Parties covenant and agree as follows:

#### **ARTICLE 1 –**

#### **INTERPRETATION**

- 1.1. The above recitals are true and the same are hereby incorporated into this Agreement by reference.
- 1.2. Each covenant in this Agreement is a separate and independent covenant and a breach of covenant by either Party will not relieve the other Party from its obligation to perform each of its covenants; except as otherwise provided herein.
- 1.3. The use of the word “includes” and “including” in this Agreement to refer to specific examples shall be construed to mean “including without limitation” or “including but not limited to”, and shall not be construed to mean that the examples given are an exclusive or representative list of the topics covered;

#### **Definitions**

- 1.4. In this Agreement, in addition to terms defined elsewhere in this Agreement, the following terms have the following meanings:

**"Abandon"** means permanently discontinuing the use of all or any part of the Electrical Infrastructure that is located within a Road Allowance.

**"Administration"** means the staff of the Municipality who are authorized to administer this Agreement;

**“Affiliate”** of a Person means, at the time such determination is being made with respect to a Party, a Person that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Party specified, and for the purposes of this definition, “control” and any derivation thereof means the possession, directly or indirectly (other than in the capacity of an officer, director or employee of Person), of the power to direct or significantly influence the management, policies or business of a Person whether through the ownership of voting securities or other ownership interests by contract, trust or otherwise;

**“Agreement”** means this Agreement, including all Schedules, as it may be confirmed, amended, modified, supplemented or restated by written agreement between the Parties.

**“Anti-Bribery Laws”** mean any anti-bribery law or international convention, as may apply now or in the future, including the Federal Canadian *Corruption of Foreign Public Officials Act*, the U.S. *Foreign Corrupt Practices Act*, the U.K. *Bribery Act* and the *OECD Convention on Combating Bribery of Foreign Public Officials*.

**“Applicable Law”** means all present or future applicable laws, statutes, regulations, treaties, judgments and decrees and all present or future applicable published directives, rules, policy statements and orders of any Public Authority and all applicable orders and decrees of courts and arbitrators of like application to the extent, in each case, that the same are legally binding on the Parties in the context of this Agreement.

**“Appropriate Emergency Service Providers”** means those emergency service providers set out in Schedule “C”, which is attached hereto and forms a part of this Agreement;

**“Approved Road Use Plans”** means the Road Use Plans which are approved by the Municipal Engineer pursuant to Section 2.3 of this Agreement, as may be amended or replaced and re-approved from time to time.

**“As-Built Plan”** means a Plan following the placement, installation, construction, reconstruction, inspection, maintenance, operation, alteration, enlarging, repairing, replacing, relocating and removing Electrical Infrastructure confirming the exact location and specifications of any Electrical Infrastructure installed over, along, across, under or within the Road Allowances.

**“Business Day”** means any day excluding a Saturday, Sunday or statutory holiday in the Province of Ontario, and also excluding any day on which the principal chartered banks located in the Municipality of West Denbigh are not open for business during normal banking hours.

**“Commercial Operation Date”** means the date upon which commercial operation date is attained pursuant to the Supply Contract, which date shall be confirmed by written notice from the Proponent to the Municipality.

**“Commercially Reasonable”** means that the cost to Proponent would not be expected to exceed one hundred ten (110%) percent of the cost that Proponent would otherwise expect to incur if Proponent were not obligated to undertake such an effort.

**“Complainant”** has the meaning given to it in Section 8.1.

**“Consulting Engineer”** means an independent qualified professional engineer as appointed by the Proponent, from time to time, which for greater certainty, may be the engineer who acted for the Proponent in connection with the construction of the Wind Project.

**“Defaulting Party”** has the meaning given to it in Section 8.1.

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**“Deliveries”** means the transporting of materials, components and equipment including overweight or over-size cargoes across or along Road Allowances, to provide for the construction, maintenance, repair, replacement, relocation, removal or decommissioning of Electrical Infrastructure, Entrances and other materials, components and equipment for the Wind Project.

**“Distribution Infrastructure”** means infrastructure and systems for the purposes of conveying electricity at voltages of 50 kilovolts or less and includes all structures, equipment or other things (whether above or below ground) used for that purpose including, but not limited to, towers and/or poles, with such wires and/or cables for the distribution of electricity at voltages of 50 kilovolts or less, and all necessary and proper foundations, safety barriers, footings, cross arms, ground grid and other appliances, facilities and fixtures for use in connection therewith including without limitation, substation facilities and equipment, pads, vaults and junction boxes (whether above or below ground), manholes, handholes, conduits, fiber optics, cables, wires, distribution lines and other conductors of any nature, multiple above or below ground control, communications, data and radio relay systems, and telecommunications equipment, including without limitation, conduits, fiber optics, cables, wires and lines.

**“Dispute”** has the meaning given to it in Section 10.4.

**“Easement Rights”** means the right to place, install, construct, re-construct, inspect, maintain, operate, alter, enlarge, repair, replace, relocate, remove and decommission Electrical Infrastructure over, along, across, within or under the Road Allowances provided for this Agreement, and as otherwise contemplated in the grant of easement provided in Section 2.2 and the general terms and conditions of this Agreement.

**“Effective Date”** is the date of this Agreement as set out at the top of page 1 herein.

**“Electrical Infrastructure”** means, collectively, all Distribution Infrastructure and Transmission Infrastructure.

**“Electrical Infrastructure Work”** means the installing, constructing, operating, inspecting, maintaining, altering, enlarging, repairing, replacing, relocating, removing and the decommissioning of Electrical Infrastructure over, along, across, within or under the Road Allowances, in connection with the Wind Project.

**“Emergency”** means a sudden unexpected occasion or combination of events necessitating immediate action to prevent or mitigate materially adverse consequences and damage to (i) the health and safety of individuals, (ii) the integrity and safety of public utilities and infrastructure, and (iii) the property and equipment constituting the Wind Project, including any Electrical Infrastructure, and public and private property.

**“Entrance(s)”** means one or more points of access across and through the Road Allowances from the travelled portion of the Road Allowances to be constructed by the Proponent, as applicable, connecting to private lands beyond and certain access roads in and upon adjacent lands used in connection with the Wind Project, which has been approved by the Municipal Engineer.

**“Entrance Work”** means the constructing and maintaining of Entrances to private access roads to wind turbines, substations, transformers, operations & maintenance buildings, meteorological towers and other Wind Project assets.

**“Final Condition Report”** has the meaning given to it in Section 4.5.

**“Final Repairs”** has the meaning given to it in Section 4.5.

**“First LC”** has the meaning given to it in Section 5.3.

**“Force Majeure”** has the meaning given to it in Section 9.1.

**“IESO”** means the Ontario Independent Electricity System Operator, a statutory non-share capital corporation controlled by the Province of Ontario, and legal successor to the former Ontario Power Authority, and its successors;

**“Interim Period”** has the meaning given to it in Section 3.2.

**“MOE”** has the meaning given to it in Section 7.2.

**“Municipal Engineer”** means the individual designated to serve in the position of General Manager, Infrastructure & Engineering Services, or his/her designate.

**“Municipal Infrastructure”** means structures, services or facilities of any kind owned or operated by or for the benefit of the Municipality or its local municipalities, including drains, water mains and culverts.

**“Parties”** means the Municipality and the Proponent (and their assigns and successors) collectively, and **“Party”** means any one of them.

**“Permits”** means those permits required to be obtained by the Proponent from the Municipality for the purposes of performing the Work and for the purposes of use of the Road Allowances, along with all requirements for the issuance of such Permits and all fees associated with such Permits, pursuant to Applicable Laws and as set out in this Agreement.

**“Permitted Assignment”** has the meaning given to it in Section 10.3.

**“Person”** means an individual, a corporation, a partnership, a limited partnership, a governmental authority or any department or agency thereof, a trustee, any unincorporated organization, and the heirs, executors, administrators or other legal representatives of an individual and pronouns and other words importing Persons have a similarly extended meaning.

**“Plan”** means a detailed plan drawn to scale, which:



- (a) identifies the location, size and elevation and scope of the Electrical Infrastructure;
- (b) demonstrate that the installation of the Electrical Infrastructure will comply with applicable safety, technical and regulatory standards and the requirements of Applicable Law; and
- (c) show the Road Allowances where the installation of Electrical Infrastructure is proposed and the location of the proposed Electrical Infrastructure or part thereof together with specifications relating to the proposed Electrical Infrastructure or part thereof.

**“Plans”** means more than one Plan, as defined herein, referred to collectively.

**“Preliminary Work”** means (to be completed by TF)

**“Public Authority”** means any governmental, federal, provincial, regional, municipal or local body, administrative board, tribunal or regulatory body, having legal authority over the Municipality, The Proponent, the Wind Project, the Electrical Infrastructure or the Road Allowances, including the Ontario Energy Board, Electrical Safety Authority (Ontario), Hydro One Networks Inc., the IESO (in its capacity as regulator and administrator of the Ontario electricity transmission network, and not as counter-party to the SUPPLY CONTRACT), and local electricity distribution companies with jurisdiction over the Wind Project.

**“REA”** has the meaning given to it in Section 7.2.

**“Repair Work”** means work involving the maintenance, repair and replacement of the Wind Project, including the maintenance, repair and replacement of installed Electrical Infrastructure and Entrances that does not cause the location, elevation, position, layout or route of the Electrical Infrastructure or Entrances to materially change.

**“Required Repairs”** has the meaning given to it in Section 4.4.

**“Road Work”** means work involved in any temporary or permanent reconstruction or realignment of road sections, turns and intersections on the Road Allowances to permit the delivery or movement of oversized Wind Project components, including wind turbine blades, tower sections and nacelles.

**“Road Allowances”** means, whether opened or unopened, public rights of way, road allowances, bridges, streets, sidewalks, highways, walkways, driveways, ditches and boulevards and the allowances, sodded or other areas forming part of any Road Allowances, and includes all existing infrastructure located on or within the Road Allowances, all owned, or managed under the legal jurisdiction of the Municipality, including those Road Allowances shown in the Road Allowance Plan (Schedule “B”).

**“Road Allowance Plan”** means the diagram attached as Schedule “B” hereto depicting the anticipated and intended location of Electrical Infrastructure in the Road Allowances,

which may be amended or replaced or supplemented from time to time in accordance with the terms of this Agreement.

**“Road Use Plans”** means a series of Plans related to the Electrical Infrastructure Work (and any related Road Work) to be prepared by the Proponent and submitted to the Municipality pursuant to Section 2.3 of this Agreement, which Plans shall include (i) the intended geographical locations of the Electrical Infrastructure, including the estimated locations of poles, overhead wires, and buried wires, (ii) the basic specifications with respect to the Electrical Infrastructure including the type, material, size, and electrical specifications; (iii) the alignment and clearances of overhead and buried cables; (iv) the details and specifications with respect to Road Work; (v) such other information as the Municipal Engineer may reasonably require.

**“Second LC”** has the meaning given to it in Section 5.4.

**“Secured Party”** or **“Secured Parties”** means The Proponent’s lenders, from time to time.

**“Supply Contract”** means the Large Renewable Procurement Contract entered into between the Proponent and the IESO under the Large Renewable Procurement Request for Proposals for the supply of electricity by the Wind Project (including any amendments, restatements, extensions, renewals or replacements thereof).

**“Term”** has the meaning given to it in Section 2.1.

**“Third Party Work”** means any work to be carried out within the Road Allowances, in accordance with approvals and permits obtained pursuant to Applicable Laws, performed by a party other than the Proponent or the Municipality. For greater certainty, work performed by agents and contractors on behalf of the Proponent or Municipality shall not constitute Third Party Work.

**“Traffic Effects”** means any temporary modification of traffic patterns or the imposition of temporary restrictions on public access to or use of the Road Allowances.

**“Transmission”** means the conveyance of electricity at voltages in excess of 50 kilovolts.

**“Transmission Infrastructure”** means infrastructure conveying electricity at voltages in excess of 50 kilovolts and includes all structures, equipment or other things (whether above or below ground) used for that purpose including, but not limited to, a line or lines of towers and/or poles, with such wires and/or cables for the transmission of electricity at voltages in excess of 50 kilovolts (individually or multiple wires and/or cables combined), and all necessary and proper foundations, safety barriers, footings, cross arms, ground grid and other appliances, facilities and fixtures for use in connection therewith including without limitation, pads, vaults and junction boxes, manholes, hand holes, conduits, fiber optics, cables, wires, transmission lines and other conductors of any nature, multiple above or below ground control, communications, data and radio relay systems, and telecommunications equipment, including without limitation, conduits, fiber optics, cables, wires and lines (whether above ground or buried).

“**Tree Work**” means the cutting, trimming, removing or replacing of trees or bushes growing in or extending into, over or under the Road Allowances.

“**Wind Project**” means an approximately up to 170 megawatt renewable energy generating facility, known as the Denbigh Wind Farm and its appurtenant wind turbines (including tower, blades, and nacelle), substations, transformers, meteorological towers, equipment, private access roads, buildings and Electrical Infrastructure, a portion of which is to be constructed within the territorial boundaries of the Municipality, and within Road Allowances, for the purpose of supplying electricity in accordance with the Supply Contract

“**Work**” means all work required to be performed by The Proponent pursuant to the terms of this Agreement, including, all Deliveries, Electrical Infrastructure Work, Entrance Work, Tree Work, Road Work and Repair Work.

**Schedules**

1.5. The following schedules to this Agreement are an integral part and form part of this Agreement.

<u>Schedule “A”</u>	Project Map
<u>Schedule “B”</u>	Road Allowance Plan
<u>Schedule “C”</u>	Appropriate Emergency Service Providers

The Parties acknowledge and agree that Schedule "B" will not be available on the Effective Date, but shall be appended to this Agreement by mutual consent of the Parties, and upon being so appended shall form part of this Agreement in accordance with section 2.3.

**Statutory Rights**

1.6. The Parties agree that nothing contained in this Agreement, and no default event or termination of this Agreement, shall in any event abrogate or prejudice any statutory rights held by any Party under any applicable statute (as amended), including but not limited to the *Municipal Act, 2001*, the *Ontario Energy Board Act, 1998*, the *Green Energy and Green Economy Act, 2009*, and the *Electricity Act, 1998*.

**ARTICLE 2 –**

**GRANT OF EASEMENT AND LOCATION APPROVALS**

**Term**

2.1. The rights provided for in this Agreement shall be for a term as follows: (i) an initial term commencing on the Effective Date and expiring on the date of expiry of the term of the Supply Contract (as may be renewed or extended or replaced); and (ii) an extension term as may be reasonably required to complete the decommissioning of the Wind Project, not to exceed eighteen (18) months (hereinafter, collectively, the “**Term**”). In no event shall the Term exceed, in aggregate, fifty (50) years.

## Grant of Easement

- 2.2. The Municipality hereby grants and transfers to the Proponent for the duration of the Term, the non-exclusive Easement Rights to enter upon and use the Road Allowances as identified in the Road Allowance Plan (and when approved, the Approved Road Use Plans) with such persons, vehicles, equipment and machinery as may be necessary for the purpose of placing, installing, constructing, re-constructing, inspecting, maintaining, operating, altering, enlarging, repairing, replacing, relocating, removing and de-commissioning Electrical Infrastructure, and the right to perform Work over, along, across, within or under the Road Allowances in connection with the Wind Project, subject to the terms and conditions of this Agreement. The Easement Rights are granted by the Municipality to the Proponent pursuant to Sections 50(3)(d) and 50(3)(d.1) of the *Planning Act* (Ontario), as amended.

## Prior and Subsequent Approvals

### 2.3. Approvals Process

- 2.3.1. Prior to the commencement of any Preliminary Work, the Proponent shall deliver to and obtain the approval of the Municipal Engineer with respect to the Road Use Plans.
- 2.3.2. Within a forty-five (45) day review period following receipt of the Road Use Plans, the Municipal Engineer shall either (i) provide to the Proponent (or its appointed contractors or engineers) its written requested changes with respect to the Road Use Plans, if in the reasonable opinion of the Municipal Engineer, the Road Use Plans are not in material compliance with this Agreement, with the requirements of Applicable Laws or otherwise present a material risk to the safety of persons or vehicles using the Road Allowances, are not compatible with other existing Road Allowance users, or are not in accordance with applicable engineering and industry standards; or (ii) provide its written confirmation of approval the Road Use Plans.
- 2.3.3. Upon receipt of the approval of the Municipal Engineer with respect to the Road Use Plans, the Road Use Plans shall thereupon be deemed to be the Approved Road Use Plans and shall be deemed to be incorporated into Schedule "B" of this Agreement.
- 2.3.4. In the event of any proposed material amendment to the Approved Road Use Plans by the Proponent at any time, the review, comment and approval procedure set forth in Section 2.3.2 and 2.3.3 shall be repeated with respect to the portions of the Approved Road Use Plans which are subject to such material amendment.
- 2.3.5. The Proponent shall further be required to obtain the approval of any Public Authority required by or having authority pursuant to Applicable Law in connection with any matters undertaken in connection with the Wind Project.

- 2.4. The parties acknowledge and agree that the following Administration officials have been granted authority by the Municipality to administer and act on the Municipality's behalf with respect to the matters provided for in this Agreement:

Road Work and Other Issues arising from Agreement: Municipal Engineer

Building Permits: Chief Building Official

The above noted officials are authorized to make minor or non-material amendments (in their respective reasonable opinion), to the terms of this Agreement on behalf of the Municipality, consistent with its purpose, and to issue any such approvals, consents, acknowledgements or other communications necessary to carry out the intent of this Agreement, without the requirement for the review and approval by the Council of the Municipality.

**Transmission Infrastructure Placement**

2.5.

2.5.1. Transmission Infrastructure shall be installed above grade within the Road Allowances in the location specified in the Approved Road Use Plans within a reasonable error range and in a manner that avoids incompatibilities and/or conflicts with other existing Municipal Infrastructure and existing Road Allowance Users; provided that if, in the reasonable opinion of Municipal Engineer, the installation of Transmission Infrastructure above grade for any portion or portions thereof is not technically feasible or safe, is subject to the requirement for approval of a Public Authority and such approval is not reasonably expected to be obtained in a timely manner, is inconsistent with the terms or requirements of any permit or approval issued by any Public Authority, or is materially more expensive than other acceptable and available construction methods, then the Municipal Engineer, acting reasonably, may permit the installation of Transmission Infrastructure below grade for the applicable portion(s).

2.5.2. In the Road Use Plan submitted by the Proponent in relation to Transmission Infrastructure, The Proponent shall adopt design principles with respect to the Transmission Infrastructure which, to the extent technically and economically feasible and permissible pursuant to Applicable Laws and applicable electrical standards codes: (a) minimize the use of the land surface within the Road Allowances with structures; (b) locate such at-grade structures away from the travelled surface of the Road Allowances and away from the locations of current or planned municipal infrastructure; (c) use a monopole design unless otherwise approved by the Municipal Engineer, acting reasonably; and (d) reflect any reasonable requirement of the Municipal Engineer in accordance with the procedures set forth in Section 2.3.2.

**Distribution Line Placement**

2.6. Distribution Infrastructure shall be installed either above or below-grade, and the Municipal Engineer shall have the right to require any Distribution Infrastructure to be installed below grade, in his sole discretion, in accordance with the approval process set out in Section 2.3.2. The Proponent shall, in consultation with the Municipality, identify environmental, topographical or other obstacles that require the installation of poles or other above-grade Distribution Infrastructure to permit the distribution of electricity over, around or across the obstacle. All Distribution Infrastructure shall be installed within the Road Allowances in a manner to avoid incompatibilities and/or conflicts with other existing and potential infrastructure. The Proponent will reasonably consider, but shall have no obligation to enter into any pole sharing arrangement with any third-party in respect to any Electrical Infrastructure.

**Distance from Travelled Portion and Property Line**

- 2.7. The Parties agree that the Proponent shall, provided it is not unreasonable, install Electrical Infrastructure in the following locations within the Road Allowances:
- a. in locations between the outer limit of the travelled portion of the roadway and the property line of the Road Allowance;
  - b. at depths and/or elevations within the relevant Road Allowance to avoid incompatibilities and/or conflicts with existing infrastructure and, provided it is not materially or commercially unreasonable, avoid incompatibilities and/or conflicts with currently planned infrastructure (as notified to The Proponent by Municipality); and
  - c. in consistent locations within the Road Allowances such that the number of road crossings is minimized.

**Permits/Fees**

- 2.8. The Proponent will obtain all Permits from the Municipality which are required for the Work. The Municipality shall issue all such Permits within the timelines set out in the Municipality's by-laws or in the relevant statutes or regulations or thirty (30) days following receipt from the Proponent of its applications and fees, whichever is less, and, without limiting the generality of the foregoing, in respect of grading, guardrails and culverts related to the Electrical Infrastructure, shall issue approval on the basis of standards typically applied in accordance with the MTO Road Safety Manual. The Proponent acknowledges that some or all of the roads which it proposes to use under this Agreement may have load limits applied at certain times of the year and the Proponent agrees to abide by such limits.

**Insurance Coverage**

- 2.9. The Proponent agrees that prior to the placing, installing, constructing, re-constructing, inspecting, maintaining, operating, altering, enlarging, repairing, replacing, relocating and removing Electrical Infrastructure over, along, across, within or under the Road Allowances, the Proponent shall arrange for and maintain commercial general liability insurance (hereinafter, the "CGL"), insuring the Proponent and naming the Municipality as an additional insured, but only with respect to any potential legal liability arising out of the operations, actions or conduct of the named insured as per this Agreement. The CGL shall provide, at a minimum limits of liability, not less than five million dollars (\$5,000,000.00) per incident and in the aggregate. In addition, the CGL shall contain a cross liability and severability of interest clause and provide for a minimum of thirty (30) days' notice of cancellation of the CGL. The Proponent shall upon written request thereof, deliver to the Municipality, from time to time and in any event prior to commencement of the Work, a copy of a certificate of insurance evidencing that the CGL is in full force and effect. Following the date that is ten (10) years after the Effective Date and every ten (10) years thereafter, the Parties shall, acting reasonably, review the minimum limits of liability of the CGL to determine if appropriate adjustments are required. The Proponent may comply with the CGL requirement through any combination of primary and excess/umbrella coverage.

### **Notice Prior to Work Commencement**

- 2.10. The Proponent shall provide notice to all other known existing Road Allowance users prior to the commencement of installation, placement, installation, construction, re-construction, inspection, maintenance, operation, alteration, enlargement, repair, replacement, relocation and/or removal of any Electrical Infrastructure over, along, across, within or under the Road Allowances. Following execution of this Agreement and updated prior to commencement of construction of the Wind Project, the Municipality shall provide the Proponent with a list and contact information for each known existing Road Allowance user for such purpose.

### **Commencement of Work**

- 2.11. Prior to the commencement of any Work, the Proponent shall prepare a Municipal Infrastructure Condition Report and submit same to the Municipality. The Municipal Infrastructure Condition Report shall include:
- 2.11.1. a video recording or other means satisfactory to the Municipality, acting reasonably, of the then-existing condition of all Road Allowances or other Municipal Infrastructure that the Proponent expects will or may be used for or subject to Work;
  - 2.11.2. a description of all Municipal Infrastructure and Road Allowances that will or may be damaged, destroyed or otherwise adversely affected during the construction of the Electrical Infrastructure, Deliveries, or the operation, maintenance, repair and decommissioning of the Wind Project;
  - 2.11.3. an evaluation of the existing condition and service capacity of the Municipal Infrastructure and Road Allowances that have been identified based on the information provided by the Municipality
  - 2.11.4. an estimate of the projected cost to maintain or repair the Municipal Infrastructure to a reasonable standard and service level for the duration of the Works; and
  - 2.11.5. an estimate of the projected cost to restore the Municipal Infrastructure and Road Allowances upon completion of the Works to the same condition and service level that existed prior to the Works as identified in the Municipal Infrastructure Condition Report
- 2.12. Draft copies of the Municipal Infrastructure Condition Report shall be provided to the Municipality within thirty (30) days following the acceptance of the Plans. The Municipality shall be afforded an opportunity to comment on and approve the draft Municipal Infrastructure Condition Report before it is finalized within fifteen (15) days from the date of delivery of the draft Municipal Infrastructure Condition Report to the Municipality, such approval not to be unreasonably withheld, delayed or conditioned. Final copy of the Municipal Infrastructure Condition Report shall be provided to the Municipality within thirty (30) days following the approval of the draft by the Municipality.
- 2.13. The Proponent agrees all Works shall be exercised and carried out in a good, safe and workmanlike manner.
- 2.14. The Proponent shall be responsible for any damage caused to the Road Allowances at any time by itself, its agents, employees or contractors and for removing all debris from the work area following the undertaking of any of the Work contemplated herein.

- 2.15. The Proponent shall protect the integrity and security of all existing equipment, installations, utilities, and other facilities within the Road Allowance or which might otherwise be located in, on, or under the Road Allowances or any adjacent lands.
- 2.16. The Proponent shall make all payments and take all such steps as may be reasonably necessary to ensure that no construction lien or other lien is registered against the Road Allowances as a result of the undertaking by the Proponent of any of the Easement Rights or any other work contemplated in this Agreement and taking such steps as may be required to cause any such registered lien or claim for lien to be discharged or vacated immediately after notice thereof from the Municipality is provided to the Proponent.
- 2.17. The Proponent acknowledges that the Municipal Engineer has the right to be present on the Road Allowances during the performance of any Work in order to verify that installation occurs in compliance with the Approved Road Use Plans. The Proponent shall provide the Municipal Engineer with notice of schedules of any Work for this purpose at least one week before the said Work is commenced. The Proponent agrees and acknowledges that the Municipal Engineer is not providing any engineering or other services to the Proponent and is acting only in an inspection capacity. The Municipality agrees that should the Municipal Engineer choose to be present during any aspect of Work contemplated under this Agreement, he or she shall do so at his or her own risk, and shall adhere strictly to the safety protocols and requirements set forth by the Proponent's contractor. The Municipality shall indemnify and hold harmless the Proponent with respect to all losses, injuries, claims, or damages, including personal injury or death, that may arise as a result of the presence of the Municipal Engineer or any other staff of the Municipality at the Road Allowances during any aspect of the Work, save for where the loss, injury, claim or damage is caused by the negligence of the Proponent, and the Municipality represents and warrants that it has adequate insurance coverage with respect to such activities.
- 2.18. If, during any Work that affects or may affect the Municipal Infrastructure or Road Allowances, the Municipality determines, acting reasonably, that the Work, whether by method or otherwise, is not being done in accordance with the Plans and constitutes a potential danger to life or property the Municipality shall have the authority to order stop work by verbal notice to the Proponent or its employees, contractor or agent, such notice to be confirmed in writing as soon as possible thereafter, and to order such remedial action as the Municipality considers reasonably advisable, and the Municipality shall not be liable for any damages resulting from a stop work order.

**Non-Exclusive Permission**

- 2.19. The Easement Rights provided for in this Agreement shall constitute a non-exclusive easement. Without limiting the foregoing, the Easement Rights are subject to the rights of the owners of the property adjoining the Road Allowances who are entitled access to and from the Road Allowances from their properties, subject to the right of the public to travel upon and across the Road Allowances and subject to the rights and privileges that the Municipality may grant to other persons on the Road Allowances, all of which rights are expressly reserved; the rights shown on the Approved Road Use Plans and As-Built Plans and specifications only excepted. The Proponent hereby acknowledges and agrees that there are other utilities and third parties that do and/or may have similar rights over the Road Allowances and the Proponent hereby agrees to act



reasonably in accommodating the interests of other third parties when exercising the Easement Rights.

2.20. The Easement Rights granted by the Municipality are further conditional upon the Proponent's agreement to observe the following conditions:

2.20.1. to not interfere with, obstruct or impede the use of the Road Allowances by the Municipality or any person having a registered or unregistered interest in or right of passage over the Road Allowances, or any member of the public who has a common law right of passage along the Road Allowances, provided that the permitted uses of the Road Allowances by the Proponent pursuant to this Agreement, including Traffic Effects, shall not be deemed by the Municipality to be an interference with, obstruction or impediment in any such use of the Road Allowances;

2.20.2. to keep the Road Allowances in a clean and well-ordered condition, and not to store or accumulate, or permit to be stored or accumulated, on the Road Allowances any rubbish, refuse, debris or other objectionable material;

2.20.3. to maintain the Road Allowances to ensure that they are free from mud, soil, gravel and other debris resulting from the use of the Road Allowances by vehicles engaged in the Works. For greater certainty, the Proponent agrees to place dust palliatives on the Road Allowances, to control erosion and runoff, and to remove mud and other materials carried out onto the Road Allowances every day in which Works are undertaken. If the Proponent fails to maintain the Road Allowances in accordance with this Section, then the Municipality shall notify the Proponent in writing of the failure and if the Proponent does not commence to remedy such failure within fifteen (15) days after the written notice and thereafter proceed diligently to remedy such failure, the Proponent agrees that the Municipality may take the necessary action to rectify the failure at the Proponent's expense, acting reasonably. Despite the foregoing, the parties agree that the Municipality may require immediate action by the Proponent to remedy the foregoing failure where, in the opinion of the Municipality, the failure may result in a Emergency. In cases of potential Emergency, the Municipality shall give the Proponent notice of the deadline by which the failure must be remedied, failing which the Municipality may take the necessary action to rectify the problem at the Proponent's expense, acting reasonably.

2.20.4. except for the rights granted to the Proponent under this Agreement or under Applicable Law, to not carry on any activity, or do or keep anything on the Road Allowances which is or may be a nuisance, or that causes or is likely to cause damage to the Road Allowances, or any abutting land;

2.20.5. to undertake all measures reasonably necessary and to follow all directions reasonably imposed by the Municipality to ensure that the Works and use of the Road Allowances, will be in accordance with all Plans as approved and any Work will not damage, impair, destroy or result in the loss of any Municipal or other services or utilities that are now or may in future be located on, under or adjacent to the Road Allowances; and

2.20.6. to conduct daily inspections of the Road Allowances at the beginning and end of each day in which Works are performed. The Proponent shall provide a written log of its daily observations to the Municipality, including recommendations to correct any damage caused to the Road Allowances..

**Right of Entry**

2.21. The Municipality reserves its right to enter upon and use the Road Allowances without notice to the Proponent for its own purposes and to grant and transfer rights to third parties to enter upon and use the Road Allowances to construct, operate, maintain, alter, repair or replace infrastructure, and to modify the Road Allowances, provided such entry, use, grant or transfer by the Municipality does not adversely affect the Electrical Infrastructure, the Work, the Wind Project or the exercise of the Proponent's rights under this Agreement.

**Title**

2.22. The Municipality acknowledges and agrees that:

- (a) it has legal and beneficial title to the Road Allowances;
- (b) it has obtained the full and unconditional due authorization for execution and delivery of this Agreement by all required resolutions and other required municipal approvals;
- (c) it shall defend its title to the Road Allowances against any person or entity claiming any interest adverse to the Municipality in the Road Allowances during the Term of this Agreement, save and except where such adverse interest arises as a result of the gross negligence or willful misconduct of the Proponent or any person for which they are responsible at law; and
- (d) the execution and delivery of this Agreement by the Municipality will not result in a breach of any other agreement to which the Municipality is a party and no rights, interests or privileges have been granted in respect of the Road Allowances by the Municipality which will or could adversely affect the rights, interests or privileges granted to the Proponent hereunder.

2.23. The Proponent acknowledges and agrees that:

- (a) It has no rights, title or interest in the Road Allowances other than as permitted in Applicable Law and as provided by this Agreement;
- (b) This Agreement does not give the Proponent an automatic right to obtain a building permit or otherwise develop the Wind Project without first complying with the requirements of any Applicable Law and shall not operate to fetter the discretion of Council under Applicable Laws; and
- (c) It accepts the Road Allowances in an "as is" condition and shall not require the Municipality to pay for or do any work or supply any equipment or services in connection with the condition of the Road Allowances. The Proponent's use of the Road Allowances and all of the Proponent's obligations under this Agreement shall be deemed to include the words "at the Proponent's expense" unless a contrary intention is expressly stated; andThe Municipality has no obligation during or upon expiration of the Term to provide any services whatsoever to the Wind Project which are not otherwise provided to industrial properties in the area, including without limitation, garbage collection, water, sewer, storm drainage or any other public utility or service.

ARTICLE 3 –

**ADDITIONAL TERMS AND CONDITIONS RE EASEMENT RIGHTS**

**Traffic Effects**

- 3.1. Notwithstanding and without limiting any other term hereof, the Parties acknowledge that the Work from time to time may require Traffic Effects. In the event that the Proponent determines that Traffic Effects are required, The Proponent agrees to:
- a. give five (5) days' notice of anticipated Traffic Effects to the Municipal Engineer and affected residents and to coordinate with the Municipal Engineer and the Appropriate Emergency Service Providers to minimize and mitigate any adverse impacts of the Traffic Effects and to ensure public safety;
  - b. use reasonable efforts to maintain adequate public access to and use of the Road Allowances while Traffic Effects are in progress and to remove the Traffic Effects as soon as reasonably possible when the Traffic Effects are no longer necessary; and
  - c. ensure that no person is deprived of access to their property as a result of any Work, without their agreement in advance of causing any Traffic Effects.

**Restoration**

- 3.2. The Proponent further agrees that in the event that it becomes necessary to break, remove, or otherwise pierce the existing surface of any of the Road Allowances or any other municipal lands to undertake any Work, the Proponent in all cases will repair, reinstate and restore such surface at its own expense to the same or better condition which existed prior to the performing of the Work in accordance with this Agreement. The Proponent also agrees that, for a period of twelve (12) months following the Commercial Operation Date (the “**Interim Period**”), it shall monitor any portion of such restored Road Allowances, at the sole expense of the Proponent, and correct any deficiency in the repairs thereof caused by the placing, installing, constructing, re-constructing, inspecting, maintaining, operating, altering, enlarging, repairing, replacing, relocating and removing of Electrical Infrastructure or any of the Work performed over, along, across, within or under the Road Allowances to the satisfaction of the Municipal Engineer, acting reasonably.

**Repairs**

- 3.3. The Proponent shall be liable for any and all Repair Work required to be performed on the Electrical Infrastructure, Municipal Infrastructure or on the Road Allowances due to the existence of the Electrical Infrastructure or any Work for the term of this Agreement. Any Repair Work undertaken shall restore the road surface or Municipal Infrastructure to at least the same condition it was in immediately prior to the use of the Road Allowances by The Proponent. In the event that Repair Work is required, the Proponent agrees to provide the Municipality with at least five (5) days' notice that the Repair Work will occur if such Repair Work:
- (a) will have or is likely to have Traffic Effects;
  - (b) will involve or is likely to involve Tree Work;

- (c) could present a danger to public health and safety; or
- (d) is located in Entrances.

3.4. Subject to the provisions of this Agreement and provided that Repair Work on Electrical Infrastructure complies with this Agreement, the Proponent shall be entitled to conduct Repair Work on Electrical Infrastructure without prior approval of the Municipal Engineer.

**Emergency**

- 3.5. Notwithstanding any other provision of this Agreement, in the event of any Emergency involving the Electrical Infrastructure, the Proponent shall notify the Appropriate Emergency Service Providers immediately upon becoming aware of the situation and shall do all that is necessary and desirable to control the Emergency, including such work in and to the Electrical Infrastructure or the Road Allowances as may be required for the purpose. If after reasonable and unsuccessful efforts to communicate with the Municipality and in the event of an Emergency, at the Proponent's sole determination, the Proponent requires immediate access to Electrical Infrastructure, the Proponent may enter upon the subject Road Allowances and/or municipal lands without prior notice to the Municipality in order to gain access to such Electrical Infrastructure in order to address such Emergency and, in so doing, shall undertake to rectify the Electrical Infrastructure to the standards and as are otherwise required by the terms of this Agreement and to thereafter provide written notification and details and specification of such Repair Work to the Municipality on the next Business Day and to thereafter file amended Road Use Plans and drawings detailing such repairs as is otherwise required by this Agreement. Without limiting the foregoing, subject to resolving the Emergency, the Proponent agrees that all work completed under this subsection shall maintain the same location of the Electrical Infrastructure as previously approved by the Municipality. The Proponent agrees that it shall be solely responsible for all costs related to the Electrical Infrastructure as a result of any Emergency.
- 3.6. The Parties hereby agree to cooperate with each other and with the Appropriate Emergency Service Providers, Entegrus Inc. and Hydro One Networks Inc. to develop and adopt protocols applicable in the event of an Emergency involving the Electrical Infrastructure.

**Locating Infrastructure:**

- 3.7. The Proponent agrees at its sole expense to:
- (a) mark the location of Electrical Infrastructure installed by the Proponent within the Road Allowances with appropriate markings;
  - (b) participate in the "Ontario One Call" system to facilitate ongoing notice to the public of the location of the Electrical Infrastructure; and
  - (c) upon written request of the Municipality, the Proponent shall properly and accurately identify the location of any Electrical Infrastructure within the Municipality, and provide such reports to identify the depth of the relevant portion of the Electrical Infrastructure, such request to be made in writing to the

Proponent with advance notice of twenty (20) days prior to the Municipality or a third party commencing work that may conflict with the Electrical Infrastructure.

**Relocation of Installed Infrastructure:**

*Upon Election of the Proponent*

- 3.8. In the event that the Proponent wishes to relocate Electrical Infrastructure which has been previously installed in accordance with this Agreement at 100% its own expense, the Proponent shall notify the Municipality of such request, in writing, and such request will thereafter be considered and administered by the Municipality acting reasonably and with diligence giving due consideration to the scope of the works already undertaken by the Proponent on the Road Allowances, provided that, in considering and administering such request the Municipality shall be entitled to take into consideration any specific municipal or engineering interests affected by such relocation including any additional facilities located within the Road Allowances. The Proponent shall obtain all Permits and/or approvals from the Municipality which are required for any such relocation and all provisions of this Agreement dealing with Electrical Infrastructure apply to such relocation with necessary modifications. Notwithstanding the foregoing, the Municipality shall not unreasonably withhold, delay or condition its approval for such request.

*Required by the Municipality*

- 3.9. In the event that the Municipality, in conjunction with an approved municipal plan, and acting reasonably, deems it necessary for the relocation of a particular portion of the Electrical Infrastructure relating solely to Distribution Infrastructure or Entrances (hereafter, a “**Required Relocation**”) to be taken up, or modified within the existing Road Allowance (as applicable to the Electrical Infrastructure impacted), the Required Relocation and any related installation work shall be conducted at the expense of The Proponent, subject to and in accordance with the following:
- 3.9.1. The Municipality shall undertake good faith efforts to work with and consult with the Proponent to discuss all technical options and alternatives to address the underlying issue causing the purported need for the Required Relocation, including giving full consideration to avoiding the Required Relocation in favour of alternative measures (where possible); and (if applicable) installing new municipal infrastructure that is necessitating the requested Required Relocation in a different Road Allowance within the Municipality, at the expense of the Proponent, if such option is a significantly cheaper alternative to the Required Relocation or less disruptive to the operation of the Project. The Municipality shall reasonably consider all alternatives suggested by the Proponent to permit the Required Relocation in a cost-effective and expedient manner, including alternatives allowing for moving affected Electrical Infrastructure to a deeper grade or on the opposite side of the untraveled portion of the Road Allowance. The determination and decision with respect to the specifications of a Required Relocation shall be determined in the reasonable discretion of the Municipal Engineer, subject to the provisions of Section 10.4 of this Agreement;
- 3.9.2. No Required Relocation shall be requested or mandated with respect to any Electrical Infrastructure or Entrances unless the Municipality first provides to the Proponent written specifications with respect to a reasonably satisfactory alternate location with respect to each portion of Electrical Infrastructure or Entrances which are intended to be the subject to the Required Relocation. The Proponent shall undertake reasonable efforts, at its own

cost and expense, to obtain any permit, consent, authorization or approval (“Permits”) that is required pursuant to Applicable Laws for the Required Relocation. The parties agree that any alternate location for which the Proponent is not able to secure required Permits pursuant to the REA or any other Applicable Laws, shall not be considered reasonably satisfactory.

- 3.9.3. ~~No Required Relocation shall be requested or mandated with respect to any Electrical Infrastructure comprising Transmission Infrastructure;~~
- 3.9.4. The Proponent shall have the right to complete the Required Relocation (if necessary) on its own initiative (including by hiring subcontractors of its own choosing) and in no event shall the Municipality undertake to cause any work related to any relocation of Electrical Infrastructure or Entrances of its own accord;
- 3.9.5. In connection with any Required Relocation, the Proponent shall have a reasonable period of time, including accounting for seasonal construction limitations, subject to any events of Force Majeure (including any requisite permitting delays), to complete the Required Relocation in order to minimize downtime, disruption and loss of power revenues associated such relocation. Subject to the foregoing, The Proponent shall undertake Commercially Reasonable efforts to undertake and complete the Required Relocations in a timely manner and with regard to the scheduling preference of the Municipality;
- 3.9.6. The direct and verifiable costs and expenses (including labour and parts) associated with any Required Relocation shall be paid equally by the Proponent and the Municipality (for greater certainty, excluding lost revenues of the Project which shall be borne directly by the Proponent, and excluding internal labour costs and overhead of the Proponent and Municipality) , provided that the Proponent shall be fully responsible (100%) for the cost of all Required Relocations up to an aggregate cap of (i) \$100,000.00 with respect to the first twenty five (25) years of the Term of this Agreement and (ii) \$100,000.00 (indexed to changes the Consumer Price Index for “All Items” as published by Statistics Canada (or its successor) in relation to the province of Ontario arising from the Commercial Operation Date) with respect to the second twenty five (25) years of the Term of this Agreement, if applicable. The Proponent shall use reasonable efforts to minimize such costs, including using public requests for proposal and using local labour and suppliers, wherever commercially and technically reasonable.
- 3.10. Without limiting and in addition to Section 3.10, in the event that the Proponent determines that leave to construct or amendment thereto or any other approval, permit, authorization or consultation is required from a Public Authority, or any successor thereof, with respect to the proposed Required Relocation or related installation work, then the Municipality shall provide such reasonable period of time as is necessary for the Proponent to obtain such leave to construct, amendment or other approval, permit, authorization or consultation; provided, however, in the event that any Public Authority’s approval is not provided to the Proponent, both the Proponent and the Municipality shall be bound to comply with the determination of the Public Authority and shall modify or discontinue the relocation of the Electrical Infrastructure or Entrances as necessary.

***Required by Legislation or Lawful Order***

- 3.11. In the event that a Required Relocation is required as a result of the Municipality's compliance with a Federal or Provincial legislative requirement, Ministerial order or such other law or order of a body which has the ability to force the Municipality to act (other than the elected council of the Municipality) then the costs of the Required Relocation and/or related installation work associated with the installed Electrical Infrastructure shall be performed by the Proponent at its own cost and expense.

***By Third Party***

- 3.12. Where the Required Relocation under Section 3.10 is required due to the Municipality accommodating Third Party Work, the Required Relocation or related installation work shall be conducted by the Proponent in accordance with the terms of this Agreement respecting installation, and the full cost of the Required Relocation shall be borne solely by the Third Party and the estimated amount of such total cost shall be paid to the Proponent in advance, together with a twenty percent (20%) contingency amount, the remaining amount of which shall be refunded to such Third Party following the completion of the Required Relation to the satisfaction of the Proponent. The Municipality agrees to provide the Proponent with ninety (90) days' notice of the need for any such Third Party Work and to require that the relevant third party or parties bear the full cost of such Third Party Work and indemnify the Proponent against all claims and liabilities arising from the Required Relocation as a condition precedent to any such Required Relocation. Notwithstanding the foregoing, the Municipality agrees that it will not permit such Third Party Work, without the approval of the Proponent, if such Third Party Work would adversely affect the Work, the Wind Project or the exercise of the Proponent's rights under this Agreement or the Supply Contract, as reasonably agreed to between the Proponent and the Municipality.

**Road Work**

- 3.13. The Proponent understands the desire of the Municipality to minimize Road Work to reduce the impacts to the Road Allowances. The Proponent will make Commerciallyreasonable efforts to work with the wind turbine supplier and identify locations where Road Work can be avoided.
- 3.14. In the event that the standard, condition or maintenance of any of the Road Allowances is not sufficient to permit the Proponent to carry out Deliveries, Work of its desired operations, the Proponent shall be solely responsible for carrying out any required remedial work or maintenance required to upgrade the Road Allowances, at its own expense. The Proponent shall not carry out any such remedial work or maintenance without first obtaining the written approval of the Municipality, such approval not to be unreasonably withheld, delayed or conditioned, provided that the Proponent has submitted all necessary technical information to allow the Municipality to approve the proposed work.
- 3.15. Upon approval of the proposed Road Work by the Municipality the Proponent shall undertake the approved Road Work and submit to the Municipality "as built" drawings of the completed work within 90 days of completion. Any Road Allowance so upgraded shall become part of the Municipal Infrastructure and Road Allowances as the case may be, and the Proponent shall ensure that the upgraded Municipal Infrastructure and Road Allowances are maintained and repaired in accordance with sections 3.1, 3.2, 3.3 and 3.4 of this Agreement. Without limiting the generality of the foregoing, where the Proponent is required to maintain or repair Road

Allowances to a pre-construction condition, that shall mean the condition as upgraded in accordance with this section.

3.16. Subject to the approval of Road Work Plans, and provided all Road Work conforms to the approved Road Work Plans, the Municipality grants the Proponent the right to:

(a) conduct Road Work to permit Deliveries and Work; and

(b) connect access roads located on private land and running from the Wind Project turbines to the Road Allowances to permit ongoing access to such wind turbines during the period of commercial operation of the Wind Project.

### **Closure or Assignment of Road Allowances**

3.17. The Municipality agrees, in the event it decides to or is forced by legislative order to permanently close or dispose of any Road Allowance, or any part of a Road Allowance, identified in any Approved Road Use Plan, to give the Proponent not less than ninety (90) days' advance written notice of such proposed closing or disposal and to grant and transfer to the Proponent, at no cost to the Proponent and prior to the proposed closure or disposal of the applicable Road Allowance, such easements and rights-of-way, in registrable form, over that part of the Road Allowance closed or disposed of sufficient to allow the Proponent to preserve any part of the Electrical Infrastructure in its then existing location, to enter upon such closed or disposed of Road Allowance to perform Work in respect of such Electrical Infrastructure and to gain access to the Wind Project on the terms and conditions set out in this Agreement.

3.18. In the event that the Municipality decides to or is forced by legislative order to dispose of any Road Allowance or part thereof identified in any Approved Road Use Plan, the Municipality agrees to require the transferee or assignee of such Road Allowance, as a condition precedent to the transfer or assignment, to agree in writing with the Proponent, in a form acceptable to the Proponent acting reasonably, to be bound by the terms of this Agreement and to assume the Municipality's obligations hereunder from and after the date of the transfer or assignment.

### **Tree Work**

3.19. In the event that the Proponent deems it necessary to perform any Tree Work to implement an approved Plan, the Proponent shall be entitled to conduct the Tree Work. In the event that trees are removed from within the Road Allowances, the Proponent agrees at its sole expense, to remove the tree stump to a level below grade and to restore and remediate the surface of the Road Allowance.

## **ARTICLE 4 –**

### **IMPLEMENTATION OF PLANS**

#### **Adherence to Approved Road Use Plans**

4.1. The Proponent agrees to commence, perform and complete the placement, installation, construction, re-construction, inspection, maintenance, operation, alteration, enlargement, repair, replacement, relocation and removal of Electrical Infrastructure in compliance with the Approved Road Use Plans, provided there is no material impact on (i) the safety or operation of



the Road Allowances or (ii) other existing Road Allowance users, in accordance with current engineering and industry standards or unless otherwise approved by the Municipal Engineer, acting reasonably.

**Filing of As-Built Plan Following Installation etc.**

- 4.2. Following the completed placement, installation, construction, re-construction, inspection, maintenance, operation, alteration, enlargement, repair, replacement, relocation and removal of Electrical Infrastructure and within one hundred eight (180) days after the Commercial Operation Date, the Proponent agrees to conduct the necessary investigation to produce and file with the Municipal Engineer an As-Built Plan together with a final electronic copy (CD ROM or DVD) prepared in an AUTOCAD, CAD or GIS environment of the As-Built Plan, showing the exact location and specifications of any Electrical Infrastructure installed over, along, across, under or within the Road Allowances and any Entrances. The Parties agree that the Municipality shall not release any deposits or securities held until the As-Built Plan is filed.

**Post-Installation Report and Required Repairs**

- 4.3. Following the Municipal Engineer's receipt of notice from the Proponent confirming that the Works over, along, across, within or under the Road Allowances are complete (the "**Completion Notice**"), the Consulting Engineer shall conduct a further inspection of the Road Allowances and Municipal Infrastructure and provide a post-installation report (the "**Post-Installation Report**"), which shall include the following:
- (a) identification of the Road Allowances or Municipal Infrastructure which in the reasonable opinion of the Consulting Engineer, have been damaged, destroyed or otherwise adversely affected by the Proponent and its employees, agents or contractors during the Work;
  - (b) An evaluation of the existing condition and service capacity of the Municipal Infrastructure and Road Allowances, including a video recording of the then-existing condition of all Road Allowances, Municipal Infrastructure or structures, where reasonable, that the Proponent has used or were subject to Work;
  - (c) identification of the repairs, replacements or remedial work necessary to repair the damaged Road Allowances or Municipal Infrastructure; and
  - (d) An up-to-date estimate of the cost of all identified repairs, replacements or remedial works identified in the Post-Installation Report.
- 4.4. The Consulting Engineer's inspection, for the purposes of producing the Post-Installation Report shall be completed no later than twenty (20) business days following receipt by the Municipality of the Completion Notice.
- 4.5. The Proponent agrees to repair any and all damage identified in the Post-Installation Report. If the Proponent fails to complete the required repairs within sixty (60) days or such longer period of time as is reasonable in the circumstances, the Municipality may deliver written notice to the Proponent advising that unless such repairs are completed within a further period of ten (10) days or such longer period of time as is reasonable in the circumstances, the Municipality may effect such repairs at the sole expense of the Proponent.

- 4.6. In the event that the damage to the Municipal Infrastructure and Road Allowances will have or is likely to result in the unplanned closure of a Road Allowance or may, in the opinion of the Municipality, present a danger to public health and safety, the repairs shall be completed by the Proponent immediately upon notification by the Municipality, failing which the repairs shall be completed by or on behalf of the Municipality at the expense of the Proponent.
- 4.7. In the event the Municipality is required to undertake repairs, the Proponent shall be liable for all costs incurred by the Municipality together with a fifteen percent (15%) administrative charge, and the Municipality shall have the right, in addition to any other remedies available to it and without any further notice to the Proponent, to draw against the letter of credit posted by the Proponent, if any, as set out in this Agreement to recover all costs and damages incurred by the Municipality and for all amounts owing to the Municipality.

#### **Final Condition Report and Final Repairs**

- 4.8. Following the expiry of the Interim Period, the Municipality's Engineer shall forthwith conduct an inspection of the Road Allowances and Municipal Infrastructure in substantially the same manner as the Post-Installation Report was prepared (the "**Final Condition Report**"). The Municipal engineer, in the Final Condition Report, shall either (i) confirm its satisfaction, acting reasonably, that all restoration work has been completed and that the Road Allowances and Municipal Infrastructure are in substantially the same or better condition which existed prior to the performing of the Work (subject to normal wear and tear and subject to the uses and occupation of such Road Allowances by third parties); or (ii) identify those Road Allowances or Municipal Infrastructure which are not in the same or better condition which existed prior to the performing of the Work and identify the repair, replacement or remedial work required to repair the Road Allowances or Municipal Infrastructure to the same condition which existed prior to the performing of the Work. The Municipal Engineer's inspection, for the purposes of producing the Final Condition Report shall be completed no later than twenty (20) Business Days following the expiry of the Interim Period and the Final Condition Report shall be delivered to the Proponent not later than twenty (20) Business Days following the date of inspection aforesaid. The Proponent agrees to repair any damage to the Road Allowances or Municipal Infrastructure identified in the Final Condition Report (the "**Final Repairs**") in accordance with section 4.5, 4.6 and 4.7 as applicable.

### **ARTICLE 5 -**

#### **COMPENSATION**

##### **For Use of Road Allowances**

- 5.1. To offset the administrative expenses incurred by the Municipality as a result of the use of its Road Allowances, and to further secure the covenants of the Proponent as set out in this Agreement, the Proponent agrees to pay to the Municipality:
- (a) An annual payment of Three Thousand Five Hundred Dollars (\$3,500 CAD) per kilometer of length of the Road Allowances subject to the Easement Rights (or any portion thereof), which shall *inter alia*, be deemed to fully compensate the Municipality for all of its out of pocket costs incurred in connection with the implementation of this Agreement including the legal, engineering, and inspection costs;

- (b) An annual fee in the amount of Five Thousand Dollars (\$5,000 CAD) payable within ninety (90) days of the Commercial Operation Date and each subsequent anniversary date during the Term of this Agreement. Every five years following the Commercial Operation Date, the annual fee shall be increased by the increase in the Consumer Price Index for Ontario over the past five year period. The annual fee shall be paid to the Municipality in consideration of additional administrative costs incurred by the Municipality in expediting the preparation of all required permits before and during construction of the Electrical Infrastructure and for the additional inspections and other staff work associated with the construction of the Electrical Infrastructure.
- (c) For clarity, the annual payment and fee above cover permit fees related to use of the Road Allowance but do not include fees or charges for building permits, planning applications, drainage permits or drainage works.
- 5.2. All overdue payments payable by the Proponent to the Municipality under the terms of this Agreement shall bear interest at the rate of ten (10%) per cent per annum.
- 5.3. As security for the Proponent's obligation to maintain, repair and restore the Municipal Infrastructure and Road Allowances in accordance with this Agreement, the Proponent shall, prior to undertaking any Work, deposit a letter of credit with the Municipality in an amount equal to the sum of the cost estimate provided in the Municipal Infrastructure Condition Report. The parties agree that the Municipality may submit the amount of the letter of credit to the dispute resolution provisions in accordance with this Agreement a but in such case, the Municipality will not, based on the existence of such dispute, delay or otherwise postpone the issuance of permits or approvals of any kind. If the amount of the letter of credit is disputed and the arbitrator decides that the amount of the letter of credit shall be increased or decreased, , the Municipality shall forthwith notify the Proponent and within fifteen (15) days of receipt of notice, the Proponent shall increase the amount of the letter of credit to adjust for any shortfall or the Municipality shall authorize the release of any surplus amount from the letter of credit, as the case may be.

## ARTICLE 6 –

### LIABILITY

#### **Indemnification**

- 6.1 The Proponent will indemnify and hold harmless the Municipality, its Councillors, officers, employees, legal counsel, agents and contractors from and against any and all claims, suits, demands, liabilities, losses, costs, damages, and other expenses of every kind that they may incur or suffer as a consequence of, or in any way related to this Agreement or the Easement Rights granted hereunder, regardless of the cause of such claims, suits, demands, liabilities, losses, costs, damages, and other expenses. For certainty, and without limiting the generality of the foregoing, The Proponent will be responsible for any claims, suits, demands, liabilities, losses, costs, damages, and other expenses that are in any way related to the Work performed pursuant to this Agreement, whether or not those are related to the alleged or actual negligence or omission of the Municipality or those for whom it is legally responsible.

6.2 THE PROPONENT SHALL UNDER ANY CIRCUMSTANCES BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, WHETHER BY STATUTE, IN TORT OR CONTRACT OR OTHERWISE. THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES SHALL BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF THE PROPONENT.

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**No Joint Venture, Partnership or Co-ownership**

6.3 The Parties hereby acknowledge and agree that this Agreement is solely a road use agreement and that no relationship is formed between the Parties in the nature of a joint venture, partnership co-ownership arrangement or other similar relationship.

**ARTICLE 7 –**

**ABANDONMENT AND DECOMMISSIONING OF  
ELECTRICAL INFRASTRUCTURE**

**Notice of Abandonment**

7.1 During the Term of this Agreement, the Proponent may elect to Abandon any part of the Electrical Infrastructure, in which event the Proponent shall provide written notice specifying the part of the Electrical Infrastructure to be Abandoned and the date when the Abandonment will occur.

**Removal**

7.2 If the Proponent Abandons any part or all of the Electrical Infrastructure, it shall decommission and remove it in accordance with the Wind Project's decommissioning plan and the Ministry of Environment & Climate Change ("MOE") requirements in the Wind Project's Renewable Energy Approval ("REA"). Should the Proponent fail to decommission and remove the infrastructure as set out above, the Municipality may, to the extent permitted by Applicable Law, retain necessary personnel to remove the infrastructure and the Proponent shall compensate the Municipality for 100% of its cost to decommission and remove the infrastructure. This provision shall survive the termination of this Agreement and may be pled by the Municipality in a court of competent jurisdiction as consent to judgment on the part of The Proponent.

**Decommissioning**

7.3 The Proponent will complete a decommissioning report for its "Renewable Energy Approval" for the Wind Project (the "Decommissioning Report") in accordance with the requirements of the Ministry of the Environment and Climate Change (the "Decommissioning").

7.4 Prior to undertaking any Decommissioning a Municipal Infrastructure Condition Report shall be prepared in accordance with section 2.11 to assess any reasonably anticipated impacts from the Decommissioning on the Municipal Infrastructure and Road Allowances, with such changes as are necessary to reflect that the report is addressing the proposed Decommissioning and the estimate of costs to Decommission.

- 7.5 Draft copies of the Municipal Infrastructure Condition Report shall be provided to the Municipality within 30 days of completion. The Municipality shall be afforded an opportunity to comment on and approve the draft Municipal Infrastructure Condition Report before it is finalized within 15 days from the date of delivery of the draft Municipal Infrastructure Condition Report to the Municipality, such approval not to be unreasonably withheld, delayed or conditioned.
- 
- 7.6 Should the Proponent fail to decommission and remove the infrastructure as set out in the Decommissioning Report, the Municipality may, to the extent permitted by Applicable Law, retain necessary personnel to remove the infrastructure and the Proponent shall compensate the Municipality for 100% of its cost to decommission and remove the infrastructure.
- 7.7 During the Decommissioning, the Municipality shall be authorized to carry out periodic inspections of the Municipal Infrastructure and Road Allowances for the purpose of determining whether, in the opinion of the Municipality, acting reasonably, decommissioning activities are causing or are likely to cause material damage to the Municipal Infrastructure and Road Allowances and, if necessary, directing the Proponent to undertake such work to maintain and repair the Municipal Infrastructure and Road Allowances to such condition and service level as the Municipality may determine, acting reasonably.
- 7.8 The Proponent shall, at its expense and in the manner, within the time specified by and to the satisfaction of the Municipality, acting reasonably, undertake and be responsible for completing all maintenance and repairs directed by the Municipality.
- 7.9 Upon completion of the Decommissioning, the Proponent shall notify the Municipality and shall prepare a Post-Installation Report in accordance with section 4.3.
- 7.10 The Proponent agrees that sections 4.5 – 4.7 shall apply to all Decommissioning and the obligations of the Proponent related to the Post-Installation Report prepared in accordance with this section, with such amendments as are necessary.
- 7.11 As security for the Proponent's obligation to complete the Decommissioning (as such Decommissioning impacts the Municipal Infrastructure and Road Allowances and in accordance with the Decommissioning Report), and in consideration of any Repairs which may be required as a result of the Decommissioning and identified in the further Municipal Infrastructure Condition Report, the Proponent shall, at least twelve months preceding the end of the term of the Supply Agreement, deposit a letter of credit with the Municipality in an amount equal to the Decommissioning costs and the Repair costs estimated by the Proponent less the fair market value of the infrastructures of the Wind Project subject to the Decommissioning (the "Decommissioning Letter of Credit"). The Municipality may draw on the Decommissioning Letter of Credits to correct any deficiencies in repairs conducted by the Proponent, or to perform any work the Proponent fails or refuses to perform. Notwithstanding the foregoing, the Municipality agrees that the Proponent will not have to post a Decommissioning Letter of credit if a decommissioning security for the Decommissioning of the Wind Project is provided to the IESO or any other governmental authority, including the ministry of natural resources.

**ARTICLE 8 –****DEFAULT****Breach**

- 8.1 Subject to the obligations to repair and restore set out above in this Agreement, and subject to the rights granted to any Secured Parties hereunder or by the Municipality, in the event that a Party commits a material breach of or omits to comply with any of the provisions of this Agreement (the “**Defaulting Party**”) which continues for at least sixty (60) days after written notification of such default is provided to the Defaulting Party, the other Party (the “**Complainant**”) shall have the right to terminate this Agreement. However, if the Defaulting Party shall have remedied the breach or shall have commenced to remedy the breach and has diligently pursued the remedying thereof within the sixty (60) days after the initial written notification of default, the Defaulting Party shall be allowed not less than one hundred and fifty (150) days after the expiry of the original notice period to remedy the breach, or such longer period of time as is reasonable in the circumstances. In the event of default by the Proponent and without such default being rectified within the time period referred to in this section, the Municipality shall have the right to terminate this Agreement.

**ARTICLE 9 –****FORCE MAJEURE****Force Majeure**

- 9.1 Whenever, and to the extent that a Party will be unable to fulfill or will be delayed or restricted in the fulfillment of any obligations under any provision of this Agreement by reason of:
- (a) strikes;
  - (b) lock-outs;
  - (c) war acts of military authority;
  - (d) rebellion or civil unrest;
  - (e) material or labour shortage not within the control of the affected Party;
  - (f) fire or explosion;
  - (g) inclement weather, flood, wind, water, earthquake, or other casualty;
  - (h) changes in Applicable Law not wholly or mainly within the control of the affected Party, including the revocation by any Public Authority of any permit, privilege, right, approval, license or similar permission granted to the Proponent or the Wind Project;
  - (i) any event or matter not wholly or mainly within the control of the affected Party (other than lack of funds or any financial condition of the parties hereto); or,

(j) acts of God,

(in each case a “**Force Majeure**”) not caused by the default or act of or omission by that Party and not avoidable by the exercise or reasonable effort or foresight by it, then, so long as any such impediment exists, that Party will be relieved from the fulfillment of such obligation and the other Party will not be entitled to compensation for any damage, inconvenience, nuisance or discomfort thereby occasioned. The Party relying on Force Majeure will be required and is entitled to perform such obligation within a period of time immediately following the discontinuance of such impediment that is equal to the period of time that such impediment existed. A Party shall promptly notify the other Party of the occurrence of any Force Majeure, which might prevent or delay, that doing or performance of acts or things required to be done or performed.

## ARTICLE 10 –

### MISCELLANEOUS

#### Assignment

- 10.1 The Proponent may not assign this Agreement without the written consent of the Municipality, which shall not be unreasonably withheld, except that no consent shall be required (i) for the Proponent to assign this Agreement in whole or in part to an Affiliate or successor entity, or to a buyer of all or part of the Proponent’s interest in the Wind Project, provided that all payments due to date under this Agreement have been satisfied and the assignee agrees in writing to assume and fulfill all of the covenants, agreements, terms and provisions and to abide by all limitations set forth in this Agreement, or (ii) for purposes of securing indebtedness or other obligations respecting the Electrical Infrastructure or the Wind Project, provided that if the Secured Party realizes on the security and further assigns this Agreement, the assignee agrees in writing to assume and fulfill all of the covenants, agreements, terms and provisions and to abide by all limitations set forth in this Agreement. The Municipality acknowledges that a change in control of the Proponent shall not be considered an assignment by the Proponent of this Agreement or of any of the Proponent’s rights and obligations under this Agreement.
- 10.2 For greater certainty, the Proponent shall be entitled to assign this Agreement and all of its rights thereunder without the consent of the Municipality to the Proponent’s Secured Parties as security for the Proponent’s obligations to such Secured Parties.
- 10.3 Municipality acknowledges and agrees that the Proponent may sell, assign, transfer, lease or otherwise dispose of certain assets of the Wind Project, including Electrical Infrastructure, to Entegrus Inc. and Hydro One Networks Inc., or an affiliate of either entity (in each case, a “**Permitted Assignment**”), and subject to the Permitted Assignee agreeing to assume and fulfill all of the covenants, agreements, terms and provisions and to abide by all limitations set forth in this Agreement, Municipality agrees to (1) make appropriate and necessary modifications to this Agreement to reflect such Permitted Assignment and (2) to enter into an equivalent Road Use Agreement with Entegrus Inc. or Hydro One Networks Inc. (as applicable) to permit the continued use of Easement Rights granted herein.

#### Dispute Resolution

- 10.4 In the event that either Party provides the other Party with written notice of dispute regarding the interpretation or implementation of this Agreement (a “**Dispute**”) then both Parties shall use their best efforts to settle the Dispute by consulting and negotiating with each other in good faith to reach a solution satisfactory to both Parties. However, if the Parties do not resolve the Dispute within thirty (30) days following receipt of such notice, then either Party may propose mediation or arbitration, or proceed to a court of competent jurisdiction for settlement of the dispute. In the event of a Dispute arising in the context of the matters contemplated in Section 3.10 of this Agreement, including a Dispute in connection with the determination of the Municipal Engineer pursuant to Section 3.10.1 of this Agreement, then the Parties shall refer such matter to the determination of an independent engineer jointly elected by the Parties, whose determination shall be binding upon the Parties with respect to any such Dispute.
- 10.5 The Parties agree that except to the extent that a matter is specifically the subject of a Dispute, both Parties shall continue to observe and perform the terms and conditions of this Agreement pending the resolution of a Dispute.

**Further Assurances**

- 10.6 Each of the Parties covenant and agrees with the other that it will at all times hereafter execute and deliver, at the request of the other, all such further documents, agreements, deeds and instruments, and will do and perform all such acts as may be necessary to give full effect to the intent and meaning of this Agreement.

**Notices**

- 10.7 Any written notice provided for and contemplated by this Agreement will be delivered to the parties by hand or registered mail at the following addresses:

To the Municipality:

The Township of Addington Highlands  
72 Edward Street, P.O. BOX 89  
Flinton, Ontario, K0H 1P0  
ATTN: Clerk  
Phone: (613) 336-2286  
Facsimile: (613) 336-2847

To The Proponent:

**DENBIGH WIND LP**  
300 Leo-Pariseau  
Montréal Qc H2X 4B3

Attention: RES Canada Legal  
Fax: 514 524 9669



Every such notice shall be deemed to have been received if personally delivered at the time of such delivery and if sent by prepaid registered mail, at the end of five (5) business days after the mailing thereof.

### **Governing Law**

- 10.8 This Agreement shall be governed by, and be construed and interpreted in accordance with, the laws of Ontario and the laws of Canada applicable in Ontario.
- 10.9 Each of the Parties to this Agreement represents and warrants and covenants that it has and shall continue to act in accordance with the requirements of Applicable Laws with respect to the matters and obligations contemplated in this Agreement. Each Party agrees that no monies or other valuable consideration shall be knowingly used, directly or indirectly, to influence, improperly or unlawfully any decision or judgment of any official or any government or of any subdivision, agency or instrument thereof and that each Party will at all times comply with the requirements of Anti-Bribery Laws.

### **Counterparts**

- 10.10 This Agreement may be executed by facsimile or PDF transmission and in one or more counterparts, all of which shall be considered one and the same Agreement.

### **Binding Covenant**

- 10.11 This Agreement and the rights granted hereunder are and shall be of the same force and effect, to all intents and purposes, as a covenant running with the Road Allowances. The provisions of this Agreement, including all of the covenants and conditions herein shall extend, be binding upon and enure to the benefit of the Municipality, The Proponent and their respective successors and permitted assigns as the case may be.

### **Severability**

- 10.12 The invalidity or unenforceability of any provision of covenant contained in this Agreement shall affect the validity or enforceability of such provision or covenant only and any such invalid provision or covenant shall be deemed to be severable from the balance of this Agreement, which shall be enforced to the greatest extent permitted by law.

### **Amendments to the Agreement**

- 10.13 No supplement, modification, amendment, or waiver of this Agreement shall be binding unless executed in writing by the Parties.

**IN WITNESS WHEREOF** the parties hereto affix their hands and seal or corporate seals, attested to by the hand of their authorized officers, as the case may be, at West Denbigh, Ontario, as of the Effective Date.

SIGNED, SEALED AND DELIVERED in the presence of **THE MUNICIPALITY OF THE TOWNSHIP OF ADDINGTON HIGHLANDS**

By: \_\_\_\_\_

By: \_\_\_\_\_

*We have the authority to bind the Corporation*

SIGNED, SEALED AND DELIVERED in the presence of **DENBIGH WIND LP by its general partner DENBIGH WIND (GP) INC.**

By: \_\_\_\_\_  
Name: Peter Clibbon

Title: President

*I have authority to bind the undersigned.*

**SCHEDULE "A"**

**Project Map**

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**SCHEDULE "B"**  
**Road Allowance Plan**

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**SCHEDULE "C"**

**Appropriate Emergency Service Providers**

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## Christine Reed

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**From:** Stephen Cookson <Stephen.Cookson@res-americas.com>  
**Sent:** August-17-15 2:36 PM  
**To:** Christine Reed  
**Subject:** RE: Forms

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**Categories:** Wind Project

Thanks Christine – these look fine, although perhaps you might add in the Councilor's names (printed) on the signature page of the Municipal Support Resolution form.

The originals can be sent to me at the following address:

RES Canada  
c/o Stephen Cookson  
300 Léo-Pariseau, Suite 2516  
Montréal, Québec  
H2X 4B3

Tel (for shipping) : 514-525-2113

Please send these by courier and send me the tracking number if possible. We'll cover the cost of the courier if necessary.

Thanks for this! Please let me know if you need any more info on the CBE after your discussion with Tony.

Regards,  
Stephen

**Stephen Cookson, Eng., ing.**  
**Director, Development**  
**Renewable Energy Systems Canada Inc.**  
300 Léo-Pariseau, Suite 2516, Montréal, Québec, H2X 4B3  
Tel: (514) 525-2113 ext. 226  
Fax: (514) 524-9669  
Cell: (514) 409-4816  
[stephen.cookson@res-americas.com](mailto:stephen.cookson@res-americas.com)  
[www.res-group.com](http://www.res-group.com)

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---

**From:** Christine Reed [<mailto:clerk@addingtonhighlands.ca>]  
**Sent:** August 17, 2015 2:28 PM

**To:** Stephen Cookson  
**Subject:** Forms

Hi Stephen,

As requested please find attached the prescribed forms which have been signed. I have not included the agreement as I am still waiting for a reply from Tony Fleming. As soon as I receive that I will forward it along to you.

Can you please provide me with the address where the documents should be sent?

---

Thank you,

*Christine Reed*

Clerk-Treasurer

Township of Addington Highlands

P.O. Box 89

Flinton, ON K0H 1P0



## Christine Reed

---

**From:** Stephen Cookson <Stephen.Cookson@res-americas.com>  
**Sent:** August-18-15 1:25 PM  
**To:** Christine Reed  
**Cc:** Michele Beauchamp  
**Subject:** Re: CBA

---

**Categories:** Wind Project

Thanks Christine!

Did the Township decide to sign the version with the RUA referenced?

I'm on the road right now but will take a look tonight.

Regards,  
Stephen

This message was sent from my mobile device.

**From:** Christine Reed  
**Sent:** Tuesday, August 18, 2015 12:48 PM  
**To:** Stephen Cookson  
**Subject:** CBA

Hi Stephen,

Please find attached the signed Community Benefits Agreement. I will send the originals tomorrow.

*Christine Reed*

Clerk-Treasurer  
Township of Addington Highlands  
P.O. Box 89  
Flinton, ON K0H 1P0





## Christine Reed

---

**From:** Stephen Cookson <Stephen.Cookson@res-americas.com>  
**Sent:** August-19-15 10:53 AM  
**To:** Christine Reed  
**Subject:** RE: CBA

---

**Categories:** Wind Project

Thanks Christine, I think that was in your interest.

Please go ahead and courier all the originals today. We'll send you back signed originals as soon as possible.

Best regards,  
Stephen

**From:** Christine Reed [<mailto:clerk@addingtonhighlands.ca>]  
**Sent:** August 18, 2015 1:47 PM  
**To:** Stephen Cookson  
**Subject:** RE: CBA

Hi Stephen,

Yes we did. Safe travels.

Christine

**From:** Stephen Cookson [<mailto:Stephen.Cookson@res-americas.com>]  
**Sent:** August-18-15 1:25 PM  
**To:** Christine Reed  
**Cc:** Michele Beauchamp  
**Subject:** Re: CBA

Thanks Christine!

Did the Township decide to sign the version with the RUA referenced?

I'm on the road right now but will take a look tonight.

Regards,  
Stephen

This message was sent from my mobile device.

**From:** Christine Reed  
**Sent:** Tuesday, August 18, 2015 12:48 PM  
**To:** Stephen Cookson  
**Subject:** CBA

Hi Stephen,

Please find attached the signed Community Benefits Agreement. I will send the originals tomorrow.

*Christine Reed*

Clerk-Treasurer

Township of Addington Highlands

P.O. Box 89

Flinton, ON K0H 1P0



## Christine Reed

---

**From:** Stephen Cookson <Stephen.Cookson@res-americas.com>  
**Sent:** August-24-15 5:21 PM  
**To:** Christine Reed (clerk@addingtonhighlands.ca); Patricia Gray (pgray@addingtonhighlands.ca)  
**Cc:** Michele Beauchamp  
**Subject:** Denbigh Community Agreement and IESO Forms  
**Attachments:** Community Benefits and Development Agreement - Denbigh Windfarm - rev9 - 21aug15 (Fully Executed, with RUA annex).pdf; Denbigh\_Municipal Agreement\_Executed - FINAL for LRP.pdf; Denbigh\_Municipal Council Support Resolution\_Executed - FINAL for LRP.pdf; Denbigh\_Municipal Meeting Confirmation\_Executed - FINAL for LRP.pdf

**Categories:** Wind Project

Christine, Patricia,

I wanted to let you know that we received the originals of the executed Community Benefits Agreement and IESO forms, thank you.

We have executed these on our side and will send you a copy of the originals. Please find attached a scan of all of the documents for your records.

Please confirm when you have received the originals on your side.

Thanks and best regards,  
Stephen

**Stephen Cookson**  
**Director - Desarrollo**  
**RES Chile SpA**

Andres Bello 2115, Oficina 1001, piso 10, Providencia, Santiago, Chile  
Tel: +1 (514) 525-2113 x226  
Cell: +1 (514) 409-4816  
Chile Cell: +56 (9) 5207-3060  
[stephen.cookson@res-americas.com](mailto:stephen.cookson@res-americas.com)  
[www.res-americas.com/en/about-us/res-chile.aspx](http://www.res-americas.com/en/about-us/res-chile.aspx)

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*JK*  
*or* *W*

COMMUNITY BENEFITS & DEVELOPMENT AGREEMENT

**THIS COMMUNITY BENEFITS AND DEVELOPMENT AGREEMENT** (this "Agreement") made as of the 21 day of August, 2015 (the "Effective Date").

**BETWEEN:**

**DENBIGH WIND LP**  
300 Léo-Pariseau, suite 2516,  
Montreal, Québec, H2X 4B3  
(the "Proponent")

**AND**

**THE CORPORATION OF THE TOWNSHIP OF ADDINGTON HIGHLANDS**  
72 Edward Street, P.O. BOX 89  
Flinton, Ontario, K0H 1P0  
(the "Municipality")

**PREAMBLE**

**WHEREAS** the Proponent intends to bid a project within the Municipality, with the goal to enter into a Large Renewable Procurement Contract (the "Supply Contract") with the Independent Electricity System Operator (the "IESO") under the Large Renewable Procurement process (the "LRP") and for the supply of electricity from a commercial wind energy generating facility (the "Wind Project") located on lands and premises within the Municipality; and

**WHEREAS** the Wind Project is expected to have an aggregate rated nameplate capacity of up to 170 megawatts installed within the Municipality, together with associated equipment, buildings, collection systems, transmission facilities, and access roads; and

**WHEREAS** the Proponent has agreed to provide certain Community Benefit Fund Contributions (as defined herein) for the benefit of the residents of the Municipality; and

**WHEREAS** the Proponent and the Municipality have agreed to enter into this Agreement, as well as a Road Use Agreement, as separate and distinct agreements.

**NOW THEREFORE** in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, and under legal seal, the parties agree with each other as follows:

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## PART I – DEFINITIONS

1. In this Agreement:

**“Commercial Operation Date”** means the date on which commercial operation of the Wind Project is attained within the meaning of the Supply Contract;

**“Community Benefit Fund”** shall have the meaning set forth in Section 13 of this Agreement;

**“Community Benefit Fund Contribution”** shall have the meaning set forth in Section 3 of this Agreement;

**“Council”** means the elected municipal council of the Municipality;

**“IESO”** shall have the meaning set forth in the Preamble of this Agreement;

**“LRP”** shall have the meaning set forth in the Preamble of this Agreement;

**“Prescribed Form – Municipal Agreement”** means the prescribed form published by the IESO as part of the LRP documentation with reference number IESORP/f-LRPIRFP-015r2.

**“Prescribed Form – Municipal Support Resolution”** means the prescribed form published by the IESO as part of the LRP documentation with reference number IESORP/f-LRPIRFP-013r2.

**“Road Use Agreement”** means an agreement or agreements (including any transmission easements), substantially in the form attached hereto, to be entered into between Proponent and the Municipality in respect of the access, travel, use and occupation over, under, in, on, and through the system of public roads and highways under the jurisdiction of the Municipality in connection with the construction, operation and maintenance of the Wind Project, including without limitation the placement of overhead and buried electrical collector system and a transmission easement for 115 kV or greater electrical transmission wires and cables (under a separate easement agreement if requested by the Proponent) on lands comprising such public roads and highways;

**“Stub Year”** means the period of time between the Commercial Operation Date and December 31 of the same Year;

**“Supply Contract”** shall have the meaning set forth in the Preamble of this Agreement;

**“Wind Project”** means the wind energy generating facility described in the recitals, including, for greater certainty, the appurtenant components and property listed in the second recital;

**“Year”** means a calendar year.

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*CR*

## PART II – TERM

2. (a) This Agreement shall become effective on the date first above written (the “**Effective Date**”) and, subject to Paragraph 2 (c), shall continue thereafter for a period (the “**Term**”) expiring on the earlier of (i) the date which is twenty (20) Years following the **Commercial Operation Date**; and (ii) ~~the date of termination of the Supply Contract (written notice of which termination of the Supply Contract shall be delivered by the Proponent to the Municipality).~~

(b) In the event that the Proponent obtains an extension of the term of the Supply Contract, this Agreement shall automatically be renewed for the extended term of the Supply Contract upon the same terms and conditions, unless the parties mutually agree to an amendment of any applicable terms or conditions.

(c) If the **Commercial Operation Date** does not occur within six (6) Years of the **Effective Date**, this Agreement shall terminate and be deemed to be null and void and of no further force or effect.

## PART III – COMMUNITY BENEFIT FUND CONTRIBUTION

3. Subject to Sections 4 and 5, for the **Stub Year** and each following **Year** during the remainder of the **Term**, the Proponent shall pay the Municipality a fixed amount of Three Thousand Five Hundred Dollars (\$3,500.00) multiplied by the aggregate nameplate capacity (expressed in megawatts) of the **Wind Project** as indicated in the **Supply Agreement** (collectively the “**Community Benefit Fund Contribution**”).

4. The Municipality shall not introduce any change in its by-laws that would disproportionately and adversely affect the **Wind Project**, compared to other participants in the industry, following the execution of this Agreement. Notwithstanding the foregoing, the **Community Benefit Fund Contribution** for a given year shall be reduced by the amount, if any, of the increase in the Municipality's share of the property taxes levied by the Municipality in respect of the **Wind Project**, only to the extent such increase is the result of either (i) an amendment to, or change in, the *Assessment Act* (Ontario) for determining the assessed value of the **Wind Project**, or (ii) the **Wind Project** being taxed at a rate different than the one established at the **Effective Date**. For greater certainty, there shall be no such reductions to the **Community Benefit Fund Contribution** resulting solely from an increase in the property taxes levied by the Township of Addington Highlands in respect of the **Wind Project** due to an increase in the general industrial tax rate as described above, unless such increase exceeds the previous year's taxes in respect of the **Wind Project** by more than ten percent (10%).

5. (a) The parties further agree that the Proponent may apply to the Municipality to adjust the **Community Benefit Fund Contribution** if the economic return from the **Wind Project** is materially and adversely affected by a change in **Applicable Law**, and for so long as such material and adverse effect exists. Prior to making a final determination of such material adverse effect, the Proponent shall:

- i. provide to the Municipality reasonable disclosure of its reasons for considering such

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adjustment;

ii. Provide to the Municipality any information that supports the request for adjustment and the quantum of adjustment to enable the Municipality to assess the reasonableness of the request;

iii. engage in meaningful consultation with the Municipality; and

iv. apply a standard of reasonableness to its determination to ensure that such determination is made in a fair, reasonable and non-arbitrary manner.

(b) Upon completion of the consultation described above, the Proponent may adjust the Community Benefit Fund Contribution in accordance with the stated reasons provided to the Municipality, regardless of whether the Municipality consents.

(C)The parties agree that the Municipality may submit the adjustment of the Community Benefit Fund Contribution to the dispute resolution provisions in accordance with this Agreement to resolve any dispute as to whether the adjustment was reasonable in the circumstances.

(d) The parties agree that the information and reasons submitted by the Proponent pursuant to this section and any information provided at any subsequent arbitration shall be treated as confidential business information, the disclosure of which could prejudice the competitive position of the Proponent.

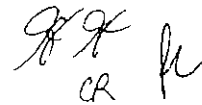
6. The Community Benefit Fund Contribution for the Stub Year and the final Year of the Term shall be calculated in accordance with Section 3, but prorated by the ratio of the number of days in the Stub Year or the final Year of the Term, as applicable, to 365.

7. The Proponent shall pay the Community Benefit Fund Contribution for the Stub Year on March 1 of the first Year following Commercial Operation Date and for each Year of the Term thereafter on March 1 of the following Year. The obligation of the Proponent to pay the Community Benefit Fund Contribution for the final Year of the Term shall survive the expiry or termination of this Agreement.

8. The Proponent shall make one additional payment to the Municipality of Three Thousand Five Hundred (\$3,500.00) multiplied by the aggregate nameplate capacity (expressed in megawatts) of the Wind Project as indicated in the Supply Agreement, within thirty days following commencement of construction of the Wind Project. In addition, the Proponent agrees to contribute an additional amount of twenty thousand dollars (\$20,000.00) within thirty (30) days of submission of the bid for the Wind Project to be used by the Municipality in accordance with section 16.

#### **PART IV - COMMUNITY SUPPORT**

9. The Municipality and the Proponent acknowledge and agree that the support of individual residents of the Municipality for the duration of the Agreement is paramount to the success of the Wind Project. The Municipality and the Proponent shall work cooperatively throughout the Term, including

Handwritten initials "JJK" and a signature "CR" with a flourish.

meeting at least once each Year, to develop and review plans for ensuring that the Proponent is appropriately recognized by the Municipality and its residents for the significant contribution, including payment of the Community Benefit Fund Contribution, that the Proponent has made and is continuing to make toward the betterment of the community. Without limiting the generality of the foregoing, the Municipality and the Proponent shall consult and agree on specific protocols for public promotion and branding of initiatives financed in large part from the Community Benefit Fund which reflect the degree of financial benefit being afforded to the Municipality.

10. Concurrently with the execution of this Agreement, the Proponent and the Municipality agree to complete and sign the Prescribed Forms demonstrating preliminary support for the Wind Project and that a formal agreement has been reached regarding the Wind Project – the Prescribed Form Municipal Agreement and the Prescribed Form – Municipal Support Resolution, which will be appended to the Proponent’s submission into the IESO LRP request for proposals.

11. (a) the Municipality agrees to process, review and render a decision on the Proponent’s permit applications and Renewable Energy Approval (“**REA**”) municipal consultation submissions including, but not limited to building permits and road use agreements, in an expeditious manner and in no case more than the lesser of (i) the timeframe outlined in the Municipality’s ordinances and (ii) sixty (60) days after the relevant Proponent’s application or submission has been submitted.

(b) The commitment by the Municipality to expedite the processing of permit applications and REA municipal consultation submissions made by the Proponent as referenced above shall not be interpreted as implying any obligation on the part of the Municipality to approve such applications or submissions. All permit application and submissions made by the Proponent shall be considered by Council or the appropriate administrative officer on their merits at the time the applications or submissions are made. The Municipality and the Proponent both acknowledge that the Municipality cannot enter into any agreement that has the effect of expressly or impliedly fettering the legislative discretion of the current or a future Council or the administrative discretion of any administrative officer and that this Agreement is not intended to have that effect.

12. The Municipality agrees that it shall, upon reasonable request from the Proponent, reply to any third parties who are legally authorized to inquire in regulatory issues concerning the development of the Wind Project.

13. The Proponent agrees to provide training free of charge to local emergency services in respect of calls related to Wind Turbines.

14. The Parties understand that, as soon as practicable following the Effective Date of this Agreement, and, in the case of the Proponent’s execution of a Supply Contract, the Municipality and the affiliate of the Proponent will negotiate in good faith a Road Use Agreement, including any associated access easement agreements, in respect of the Wind Project on terms and conditions that are acceptable to both parties, both acting reasonably and with reference to forms and financial conditions of similar agreements entered into between renewable energy or other industry proponents or other similar



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agreements from other municipalities in Ontario. The easement would be granted in consideration of an annual payment of Three Thousand Five Hundred Dollars (\$3,500 CAD) per kilometer of length of municipal roads required for use by the Wind Project or any portion thereof. If, acting reasonably, the Road Use Agreement has not been executed within twelve (12) months following the execution date of the Supply Contract, or such other date as agreed upon by relevant parties thereto, ~~the Proponent may terminate this Agreement on 30 days' notice to the Municipality unless a Road Use Agreement is executed and delivered within such 30 day notice period.~~ The parties agree that in the event of any breach by the Municipality in the performance of its obligations pursuant to the Road Use Agreement which remains uncured within any applicable cure periods set out therein, the Proponent may, at its option, terminate this Agreement.

15. The Community Benefit Fund Contributions are made in consideration of the Municipality's agreement to appropriately recognize the value to the community of the Wind Project and the Proponent's investment within the Municipality.

#### **PART V - COMMUNITY BENEFIT FUND ADMINISTRATION AND EXPENDITURES**

16. The Municipality agrees to provide for the establishment of a segregated community fund ("**Community Benefit Fund**") financed solely by Community Benefit Fund Contributions made by the Proponent. The Community Benefit Fund shall be utilized in any lawful manner by the Municipality to support the following types of initiatives, which list is not exhaustive:

- (a) economic development initiatives;
- (b) land stewardship initiatives (e.g., habitat creation/improvement; tree planting; shoreline rehabilitation);
- (c) expenditures relating to development and construction of municipal recreational facilities (e.g., arenas, parks, trails);
- (d) expenditures for improvement of community, public transport, and protective services (e.g., bus service, police, fire, EMS, healthcare);
- (e) expenditures related to roads and public municipal infrastructure; or
- (f) such other community-related activities as may be deemed appropriate by Council in its discretion.

17. All proposed expenditures or application of funds from the Community Benefit Fund shall require (i) approval by the Council in a public forum, and (ii) consultation with the Proponent on no less than 30 day written notice to the Proponent prior to submission of any request to the Council for approval.

18. In regard to the receipt and administration of the Community Benefit Fund Contributions, the

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Municipality shall, at a minimum, institute the following process and procedures:

- (a) make and keep books, records, and accounts, which, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the Community Benefit Fund; and
- (b) devise and maintain a system of internal accounting controls sufficient to provide reasonable assurances that:
  - (i) transactions are executed in accordance with the Municipality's general or specific authorization;
  - (ii) transactions are recorded as necessary (a) to permit preparation of financial statements in conformity with generally accepted accounting principles or any other criteria applicable to such statements, and (b) to maintain accountability for all payments received;
  - (iii) access to the fund and all payments held therein is permitted only in accordance with the Municipality's general or specific authorization; and
  - (iv) the recorded accountability for all such payments held in the fund is compared with the existing fund balance at reasonable intervals and appropriate action is taken with respect to any differences.

19. Upon reasonable notice to the Municipality, the Proponent shall have the right to inspect all records created and maintained which relate to the transactions undertaken by the Municipality with regard to the Community Benefit Fund.

20. Notwithstanding anything to the contrary herein, Municipality, in its administration of the Community Benefit Fund, shall refrain from offering, giving or promising, directly or indirectly, money or anything of value to a Canadian or foreign Governmental official to influence the official in his or her official capacity, induce the official to do or omit to do an act in violation of his or her lawful duty, or to secure any improper advantage in order to assist in obtaining or retaining business for or with, or directing business to, any person. For the purposes of this Section, "anything of value" includes, but is not limited to, cash or a cash equivalent, discounts, gifts, use of materials, facilities or equipment, entertainment, drinks, meals, transportation, lodging, insurance benefits, or promise of future employment. "Governmental official" shall mean any person holding any level of legislative, administrative, or judicial office of the Canadian or a foreign government or any of its departments or agencies or divisions; any person acting on behalf of the Canadian or a foreign government, including a local or provincial agency, enterprise, or organization; any official or agent of a Canadian or a foreign public administration or publicly funded organization; any official of a Canadian or a foreign political party; any officer or agent of a public international organization (e.g., World Bank, International Monetary Fund, World Health Organization, United Nations, World Trade Organization); or any relatives or close family/household members of any of those listed above.

21. In addition to the Community Benefit Fund, during the development phase of the Wind Project,

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which will run from the execution of the Supply Contract until the beginning of construction of the Wind Project, the Proponent will, within ninety (90) days of the entering into of a Supply Contract, provide to the Municipality twenty five thousand dollars for the Municipality to establish a bursary on terms acceptable to the Municipality to disburse a maximum of five Thousand Dollars (\$5,000.00 CAD) per year which shall be accessible by: 1) individuals attending post-secondary education programs; 2) individuals seeking to acquire skills in anticipation of providing services related to the construction, operation, or management of renewable energy projects; and 3) educational institutions within the township to support initiatives such as technology upgrades and the establishment of student scholarships.

#### **PART VI – BUILDING PERMIT AND DEVELOPMENT FEES**

22. The Proponent shall pay any applicable permit fees for all components of the Wind Project for which a building permit is required in accordance with the laws of the Province of Ontario, in the amounts published in the Municipality's permit fee by-laws in effect as of the date of issuance of the permit. The parties acknowledge that such permit fees are anticipated to be reasonable charges for the Municipality to administer and enforce the Building Code Act, 1992. Such fees shall cover the following:

- (a) the cost to review all plans and drawings in support of the application for the permit;
- (b) all inspections of the construction required by the Building Code Act, 1992;
- (c) all other efforts reasonably anticipated to be necessary for the issuance of the permit.

23. The Proponent shall pay all of the Municipality's costs to process and review all applications submitted in relation to the Wind Project, including without limitation all submissions to the Municipality and the Province and all associated technical reports and permit approvals. The parties further agree that the costs incurred shall be capped at forty thousand dollars (\$40,000) per annum for each of the three (3) years following the Effective Date. The parties further agree that in the event that the Municipality's costs exceed the per annum amount established above that it may request such additional funding provided that such request be made to Proponent in advance of the expenses being incurred and such additional funding be found necessary in the circumstances, by the Proponent acting reasonably. The parties further agree that this payment shall not include building permit fees, which shall be assessed in accordance with the *Building Code Act* and all applicable by-laws.

#### **PART VII – ASSIGNMENT**

24. If the Proponent sells or transfers the Wind Project it shall provide notice thereof to the Municipality and shall ensure that the transferee acknowledges this Agreement and agrees to be fully bound by and perform the duties and obligations of the Proponent hereunder in the same manner as if

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such transferee was an original signatory to this Agreement.

25. Neither this Agreement nor any of the benefits or burdens hereunder shall be assigned, in whole or in part, by the Municipality.

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#### **PART VIII – LOCAL LABOUR AND LIGHT MITIGATION**

26. The Proponent will use commercially reasonable efforts to hire local labour and suppliers of equipment and materials, to the extent available and to the extent that such local labour and suppliers are competitive in respect of the construction and operation of the Wind Project. The Proponent will post any contracting tender opportunities related to the construction of the Wind Project with the Municipality or its economic development office.

27. The Proponent will investigate the technical, regulatory and financial feasibility of installing light mitigation technology to significantly reduce the impact of wind turbine aviation safety lights on the night sky in the area of the wind turbines, and to provide an assessment of the technical, regulatory and financial viability to Council prior to commencing construction.

28. The Proponent further agrees to use commercially reasonable efforts to implement mitigation technology or mitigation strategies to significantly reduce the impact of wind turbine aviation safety lights on the night sky in the area of the wind turbines.

29. If it is not possible to implement mitigation technologies or mitigation strategies to reduce the impact of wind turbine aviation safety lights on the night sky in the area of the wind turbines, the Proponent agrees that the Community Benefit Fund payment schedule shall be escalated such that the fee to be paid in the first year after COD shall be the payment for year one and year twenty, all remaining payments to remain the same, with the last annual payment being on the nineteenth year following COD.

#### **PART IX - DISPUTE RESOLUTION**

30. This Part sets out the rules and procedures that shall govern any matter that may be arbitrated between the parties in accordance with the terms of this Agreement.

31. Prior to submitting a dispute to arbitration in accordance with this Part, the parties shall conduct good faith negotiations with a view to resolving the outstanding issue. If these negotiations fail, the parties may by mutual agreement refer the issue to a mediator to be chosen and paid for jointly by the parties without prejudice to the rights of either party to proceed to arbitration in accordance with this Part should such mediation fails.

32. If a party has the right to request that a matter be submitted to arbitration, the party may commence the arbitration by delivering a written request to the other party setting out the issue that the party requests be submitted to arbitration and the section of this agreement that entitles the party to request that the matter be resolved by arbitration, and thereafter the matter shall be submitted to arbitration pursuant to the Arbitrations Act, or any applicable successor legislation, and the decision of the arbitrator or, if more than one, the decision of a majority shall be final and binding on the parties with no right of appeal on a question of law, fact or mixed law and fact.

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33. Where a party requests a matter be submitted to arbitration, the matter shall be decided by a single arbitrator acceptable to the parties, unless either party notifies the other that the former wishes the matter be decided by a Board of Arbitration, in which case each party may appoint one member to the Board of Arbitration and the two members appointed by the parties shall appoint the third member who shall act as Chair:

34. Notwithstanding anything to the contrary herein, the arbitrator will not have any power to alter or change any provisions of this Agreement or to impose any new provisions to this Agreement or to substitute any new provisions for any existing provisions or to give any decision inconsistent with the terms and provisions of this Agreement.

35. During the pendency of negotiations pursuant to the dispute resolution process described in Part IX of this Agreement, the Proponent shall submit all required payments to the solicitors for the Municipality, which payments shall be held in escrow pending the disposition of any dispute resolution process in accordance with this Agreement.

#### **PART X – GENERAL**

36. All invoices, notices and communications to the Proponent in connection with this Agreement shall be addressed to the party at:

37. All invoices, notices and communications to the Municipality in connection with this Agreement shall be addressed to:

The Township of Addington Highlands  
72 Edward Street, P.O. BOX 89  
Flinton, Ontario, K0H 1P0  
ATTN: Clerk  
Phone: (613) 336-2286  
Facsimile: (613) 336-2847

38. Any invoice, notices or other communication required or permitted to be given or made under this Agreement shall be in writing, and shall be properly given or made if:

- (b) delivered in person during normal business hours left with the addressee or any other responsible employee at the relevant address set out herein, or
- (c) telexed, telecopied or sent by other means of recorded electronic communication provided receipt thereof is electronically confirmed.

39. Any party to this Agreement may from time to time change its address for notice by giving notice to the other party in the manner as herein provided.

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*CR*

40. No amendment to this Agreement shall be permitted, except by the written mutual consent of both parties, and any amendment shall be in writing.

41. ~~The mere failure of either party to give notice to the other of the breach or non-fulfillment of any provision of this Agreement shall not constitute acceptance of the breach or non-fulfillment.~~

42. The acceptance of a breach or non-fulfillment of any provision of this Agreement shall not constitute acceptance of a further breach or non-fulfillment of either the same provision, or any other provision of this Agreement.

43. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario without reference to conflict of laws provisions.

44. This Agreement constitutes the entire agreement or understanding between the parties with respect to the subject matter hereof and supersedes all prior negotiations and documents in relation thereto, and each party acknowledges that there are no collateral representations or warranties made by either in respect of the subject matter of this Agreement.

45. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be determined by judicial order or decision to be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall be enforced to the fullest extent permitted by law.

46. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

(the signature page immediately follows)

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**IN WITNESS WHEREOF** this Agreement has been executed by the parties under seal by their authorized signing officers to be effective as of the date first set out above.

**THE CORPORATION OF THE TOWNSHIP OF  
ADDINGTON HIGHLANDS**

Per: *Henry Hogg*  
Name: *Henry Hogg*  
Office: *Reeve*

Per: *Christine Reed*  
Name: *Christine Reed*  
Office: *Clerk-Treasurer*

We have the authority to bind the Municipality.

**DENBIGH WIND LP by its general partner  
DENBIGH WIND (GP) INC.**

Per: *Peter Clibbon*  
Name: *Peter Clibbon*  
Office: *President*

I have the authority to bind the Corporation.

9/9/21  
a

**Schedule A  
Form of Road Use Agreement**

**(see attachment)**

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Execution copy

**ROAD USE AGREEMENT**

**THIS ROAD USE AGREEMENT** is made as of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date")

**B E T W E E N:**

**THE CORPORATION OF THE TOWNSHIP OF ADDINGTON HIGHLANDS**

(hereinafter referred to as, the "Municipality")

**AND :**

**DENBIGH WIND LP**

(hereinafter referred to as, the "Proponent")

**RECITALS**

**WHEREAS:**

- A. The Municipality is a municipal corporation within the meaning of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, is governed by elected Council, and operated by the Administration (as defined herein), which is hereby authorized to administer this Agreement in its entirety, including but not limited to decisions with respect to the interpretation, operation and termination of this Agreement in accordance with its provisions;
- B. The Proponent, a partnership established under the laws of the Province of Ontario, wishes to establish and operate a wind energy generation facility to be known as the Denbigh Wind Project, with location identified on the map attached hereto as Schedule A;
- C. Pursuant to its statutory rights under the Ontario *Electricity Act, 1998*, the Proponent wishes to make use of certain Road Allowances located within the Municipality to allow for construction, operation, repair, maintenance, and decommissioning of the Wind Project and to deliver components and materials thereto;
- D. Pursuant to section 50(3)(d.1) of the *Planning Act* (Ontario), as amended, the Parties may enter into an agreement that has the effect of granting a use of or right in land directly or by entitlement to renewal for a period of more than twenty-one years;
- E. The Municipality and the Proponent wish to enter into this Agreement with respect of the use, installation, construction, maintenance and operation of certain Electrical Infrastructure on, over, under and within the Road Allowances, as defined herein;

- F. Subject to Applicable Laws and the terms and conditions set forth below with respect to the use of the Road Allowances, the Municipality acknowledges the Proponent's right to install, construct, maintain, operate and decommission such Electrical Infrastructure over, along, across or under Road Allowances;
- G. Subject to obtaining customary approvals from the Municipality, the Municipality grants the Proponent the right to temporarily reconstruct or realign certain portions of the Road Allowances to permit delivery or movement of oversized Wind Project components, including wind turbine blades, rotor hub, tower sections and nacelles; and
- H. Subject to obtaining an entrance permit from the Municipality, the Municipality grants the Proponent the right to connect access roads from Wind Project turbines to the Road Allowances to permit ongoing access to the wind turbines during Wind Project construction and operations.

**NOW THEREFORE THIS AGREEMENT WITNESSETH THAT**, in consideration of the payment of the sum of TWO DOLLARS (\$2.00) from each Party to the other and other good and valuable consideration, including the terms, covenants and provisions herein, the receipt and sufficiency of which is hereby acknowledged and agreed, the Parties covenant and agree as follows:

**ARTICLE 1 -**

**INTERPRETATION**

- 1.1. The above recitals are true and the same are hereby incorporated into this Agreement by reference.
- 1.2. Each covenant in this Agreement is a separate and independent covenant and a breach of covenant by either Party will not relieve the other Party from its obligation to perform each of its covenants; except as otherwise provided herein.
- 1.3. The use of the word "includes" and "including" in this Agreement to refer to specific examples shall be construed to mean "including without limitation" or "including but not limited to", and shall not be construed to mean that the examples given are an exclusive or representative list of the topics covered;

**Definitions**

- 1.4. In this Agreement, in addition to terms defined elsewhere in this Agreement, the following terms have the following meanings:

**"Abandon"** means permanently discontinuing the use of all or any part of the Electrical Infrastructure that is located within a Road Allowance.

**"Administration"** means the staff of the Municipality who are authorized to administer this Agreement;

**"Affiliate"** of a Person means, at the time such determination is being made with respect to a Party, a Person that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Party specified, and for the purposes of this definition, "control" and any derivation thereof means the possession, directly or indirectly (other than in the capacity of an officer, director or employee of Person), of the power to direct or significantly influence the management, policies or business of a Person whether through the ownership of voting securities or other ownership interests by contract, trust or otherwise;

**"Agreement"** means this Agreement, including all Schedules, as it may be confirmed, amended, modified, supplemented or restated by written agreement between the Parties.

**"Anti-Bribery Laws"** mean any anti-bribery law or international convention, as may apply now or in the future, including the Federal Canadian *Corruption of Foreign Public Officials Act*, the U.S. *Foreign Corrupt Practices Act*, the U.K. *Bribery Act* and the *OECD Convention on Combating Bribery of Foreign Public Officials*.

**"Applicable Law"** means all present or future applicable laws, statutes, regulations, treaties, judgments and decrees and all present or future applicable published directives, rules, policy statements and orders of any Public Authority and all applicable orders and decrees of courts and arbitrators of like application to the extent, in each case, that the same are legally binding on the Parties in the context of this Agreement.

**"Appropriate Emergency Service Providers"** means those emergency service providers set out in Schedule "C", which is attached hereto and forms a part of this Agreement;

**"Approved Road Use Plans"** means the Road Use Plans which are approved by the Municipal Engineer pursuant to Section 2.3 of this Agreement, as may be amended or replaced and re-approved from time to time.

**"As-Built Plan"** means a Plan following the placement, installation, construction, reconstruction, inspection, maintenance, operation, alteration, enlarging, repairing, replacing, relocating and removing Electrical Infrastructure confirming the exact location and specifications of any Electrical Infrastructure installed over, along, across, under or within the Road Allowances.

**"Business Day"** means any day excluding a Saturday, Sunday or statutory holiday in the Province of Ontario, and also excluding any day on which the principal chartered banks located in the Municipality of West Denbigh are not open for business during normal banking hours.

**"Commercial Operation Date"** means the date upon which commercial operation date is attained pursuant to the Supply Contract, which date shall be confirmed by written notice from the Proponent to the Municipality.

**"Commercially Reasonable"** means that the cost to Proponent would not be expected to exceed one hundred ten (110%) percent of the cost that Proponent would otherwise expect to incur if Proponent were not obligated to undertake such an effort.

**"Complainant"** has the meaning given to it in Section 8.1.

**“Consulting Engineer”** means an independent qualified professional engineer as appointed by the Proponent, from time to time, which for greater certainty, may be the engineer who acted for the Proponent in connection with the construction of the Wind Project.

**“Defaulting Party”** has the meaning given to it in Section 8.1.

**“Deliveries”** means the transporting of materials, components and equipment including overweight or over-size cargoes across or along Road Allowances, to provide for the construction, maintenance, repair, replacement, relocation, removal or decommissioning of Electrical Infrastructure, Entrances and other materials, components and equipment for the Wind Project.

**“Distribution Infrastructure”** means infrastructure and systems for the purposes of conveying electricity at voltages of 50 kilovolts or less and includes all structures, equipment or other things (whether above or below ground) used for that purpose including, but not limited to, towers and/or poles, with such wires and/or cables for the distribution of electricity at voltages of 50 kilovolts or less, and all necessary and proper foundations, safety barriers, footings, cross arms, ground grid and other appliances, facilities and fixtures for use in connection therewith including without limitation, substation facilities and equipment, pads, vaults and junction boxes (whether above or below ground), manholes, handholes, conduits, fiber optics, cables, wires, distribution lines and other conductors of any nature, multiple above or below ground control, communications, data and radio relay systems, and telecommunications equipment, including without limitation, conduits, fiber optics, cables, wires and lines.

**“Dispute”** has the meaning given to it in Section 10.4.

**“Easement Rights”** means the right to place, install, construct, re-construct, inspect, maintain, operate, alter, enlarge, repair, replace, relocate, remove and decommission Electrical Infrastructure over, along, across, within or under the Road Allowances provided for this Agreement, and as otherwise contemplated in the grant of easement provided in Section 2.2 and the general terms and conditions of this Agreement.

**“Effective Date”** is the date of this Agreement as set out at the top of page 1 herein.

**“Electrical Infrastructure”** means, collectively, all Distribution Infrastructure and Transmission Infrastructure.

**“Electrical Infrastructure Work”** means the installing, constructing, operating, inspecting, maintaining, altering, enlarging, repairing, replacing, relocating, removing and the decommissioning of Electrical Infrastructure over, along, across, within or under the Road Allowances, in connection with the Wind Project.

**“Emergency”** means a sudden unexpected occasion or combination of events necessitating immediate action to prevent or mitigate materially adverse consequences and damage to (i) the health and safety of individuals, (ii) the integrity and safety of public utilities and infrastructure, and (iii) the property and equipment constituting the Wind Project, including any Electrical Infrastructure, and public and private property.

**“Entrance(s)”** means one or more points of access across and through the Road Allowances from the travelled portion of the Road Allowances to be constructed by the Proponent, as applicable, connecting to private lands beyond and certain access roads in and upon adjacent lands used in connection with the Wind Project, which has been approved by the Municipal Engineer.

**“Entrance Work”** means the constructing and maintaining of Entrances to private access roads to wind turbines, substations, transformers, operations & maintenance buildings, meteorological towers and other Wind Project assets.

**“Final Condition Report”** has the meaning given to it in Section 4.5.

**“Final Repairs”** has the meaning given to it in Section 4.5.

**“First LC”** has the meaning given to it in Section 5.3.

**“Force Majeure”** has the meaning given to it in Section 9.1.

**“IESO”** means the Ontario Independent Electricity System Operator, a statutory non-share capital corporation controlled by the Province of Ontario, and legal successor to the former Ontario Power Authority, and its successors;

**“Interim Period”** has the meaning given to it in Section 3.2.

**“MOE”** has the meaning given to it in Section 7.2.

**“Municipal Engineer”** means the individual designated to serve in the position of General Manager, Infrastructure & Engineering Services, or his/her designate.

**“Municipal Infrastructure”** means structures, services or facilities of any kind owned or operated by or for the benefit of the Municipality or its local municipalities, including drains, water mains and culverts.

**“Parties”** means the Municipality and the Proponent (and their assigns and successors) collectively, and **“Party”** means any one of them.

**“Permits”** means those permits required to be obtained by the Proponent from the Municipality for the purposes of performing the Work and for the purposes of use of the Road Allowances, along with all requirements for the issuance of such Permits and all fees associated with such Permits, pursuant to Applicable Laws and as set out in this Agreement.

**“Permitted Assignment”** has the meaning given to it in Section 10.3.

**“Person”** means an individual, a corporation, a partnership, a limited partnership, a governmental authority or any department or agency thereof, a trustee, any unincorporated organization, and the heirs, executors, administrators or other legal representatives of an individual and pronouns and other words importing Persons have a similarly extended meaning.

**“Plan”** means a detailed plan drawn to scale, which:

- (a) identifies the location, size and elevation and scope of the Electrical Infrastructure;
- (b) demonstrate that the installation of the Electrical Infrastructure will comply with applicable safety, technical and regulatory standards and the requirements of Applicable Law; and
- (c) show the Road Allowances where the installation of Electrical Infrastructure is proposed and the location of the proposed Electrical Infrastructure or part thereof together with specifications relating to the proposed Electrical Infrastructure or part thereof.

**“Plans”** means more than one Plan, as defined herein, referred to collectively.

**“Preliminary Work”** means (to be completed by TF)

**“Public Authority”** means any governmental, federal, provincial, regional, municipal or local body, administrative board, tribunal or regulatory body, having legal authority over the Municipality, The Proponent, the Wind Project, the Electrical Infrastructure or the Road Allowances, including the Ontario Energy Board, Electrical Safety Authority (Ontario), Hydro One Networks Inc., the IESO (in its capacity as regulator and administrator of the Ontario electricity transmission network, and not as counter-party to the SUPPLY CONTRACT), and local electricity distribution companies with jurisdiction over the Wind Project.

**“REA”** has the meaning given to it in Section 7.2.

**“Repair Work”** means work involving the maintenance, repair and replacement of the Wind Project, including the maintenance, repair and replacement of installed Electrical Infrastructure and Entrances that does not cause the location, elevation, position, layout or route of the Electrical Infrastructure or Entrances to materially change.

**“Required Repairs”** has the meaning given to it in Section 4.4.

**“Road Work”** means work involved in any temporary or permanent reconstruction or realignment of road sections, turns and intersections on the Road Allowances to permit the delivery or movement of oversized Wind Project components, including wind turbine blades, tower sections and nacelles.

**“Road Allowances”** means, whether opened or unopened, public rights of way, road allowances, bridges, streets, sidewalks, highways, walkways, driveways, ditches and boulevards and the allowances, sodded or other areas forming part of any Road Allowances, and includes all existing infrastructure located on or within the Road Allowances, all owned, or managed under the legal jurisdiction of the Municipality, including those Road Allowances shown in the Road Allowance Plan (Schedule “B”).

**“Road Allowance Plan”** means the diagram attached as Schedule “B” hereto depicting the anticipated and intended location of Electrical Infrastructure in the Road Allowances,

which may be amended or replaced or supplemented from time to time in accordance with the terms of this Agreement.

**"Road Use Plans"** means a series of Plans related to the Electrical Infrastructure Work (and any related Road Work) to be prepared by the Proponent and submitted to the Municipality pursuant to Section 2.3 of this Agreement, which Plans shall include (i) the intended geographical locations of the Electrical Infrastructure, including the estimated locations of poles, overhead wires, and buried wires, (ii) the basic specifications with respect to the Electrical Infrastructure including the type, material, size, and electrical specifications; (iii) the alignment and clearances of overhead and buried cables; (iv) the details and specifications with respect to Road Work; (v) such other information as the Municipal Engineer may reasonably require.

**"Second LC"** has the meaning given to it in Section 5.4.

**"Secured Party"** or **"Secured Parties"** means The Proponent's lenders, from time to time.

**"Supply Contract"** means the Large Renewable Procurement Contract entered into between the Proponent and the IESO under the Large Renewable Procurement Request for Proposals for the supply of electricity by the Wind Project (including any amendments, restatements, extensions, renewals or replacements thereof).

**"Term"** has the meaning given to it in Section 2.1.

**"Third Party Work"** means any work to be carried out within the Road Allowances, in accordance with approvals and permits obtained pursuant to Applicable Laws, performed by a party other than the Proponent or the Municipality. For greater certainty, work performed by agents and contractors on behalf of the Proponent or Municipality shall not constitute Third Party Work.

**"Traffic Effects"** means any temporary modification of traffic patterns or the imposition of temporary restrictions on public access to or use of the Road Allowances.

**"Transmission"** means the conveyance of electricity at voltages in excess of 50 kilovolts.

**"Transmission Infrastructure"** means infrastructure conveying electricity at voltages in excess of 50 kilovolts and includes all structures, equipment or other things (whether above or below ground) used for that purpose including, but not limited to, a line or lines of towers and/or poles, with such wires and/or cables for the transmission of electricity at voltages in excess of 50 kilovolts (individually or multiple wires and/or cables combined), and all necessary and proper foundations, safety barriers, footings, cross arms, ground grid and other appliances, facilities and fixtures for use in connection therewith including without limitation, pads, vaults and junction boxes, manholes, hand holes, conduits, fiber optics, cables, wires, transmission lines and other conductors of any nature, multiple above or below ground control, communications, data and radio relay systems, and telecommunications equipment, including without limitation, conduits, fiber optics, cables, wires and lines (whether above ground or buried).

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“Tree Work” means the cutting, trimming, removing or replacing of trees or bushes growing in or extending into, over or under the Road Allowances.

“Wind Project” means an approximately up to 170 megawatt renewable energy generating facility, known as the Denbigh Wind Farm and its appurtenant wind turbines (including tower, blades, and nacelle), substations, transformers, meteorological towers, equipment, private access roads, buildings and Electrical Infrastructure, a portion of which is to be constructed within the territorial boundaries of the Municipality, and within Road Allowances, for the purpose of supplying electricity in accordance with the Supply Contract

“Work” means all work required to be performed by The Proponent pursuant to the terms of this Agreement, including, all Deliveries, Electrical Infrastructure Work, Entrance Work, Tree Work, Road Work and Repair Work.

**Schedules**

1.5. The following schedules to this Agreement are an integral part and form part of this Agreement.

<b><u>Schedule “A”</u></b>	Project Map
<b><u>Schedule “B”</u></b>	Road Allowance Plan
<b><u>Schedule “C”</u></b>	Appropriate Emergency Service Providers

The Parties acknowledge and agree that Schedule "B" will not be available on the Effective Date, but shall be appended to this Agreement by mutual consent of the Parties, and upon being so appended shall form part of this Agreement in accordance with section 2.3.

**Statutory Rights**

1.6. The Parties agree that nothing contained in this Agreement, and no default event or termination of this Agreement, shall in any event abrogate or prejudice any statutory rights held by any Party under any applicable statute (as amended), including but not limited to the *Municipal Act, 2001*, the *Ontario Energy Board Act, 1998*, the *Green Energy and Green Economy Act, 2009*, and the *Electricity Act, 1998*.

**ARTICLE 2 -**

**GRANT OF EASEMENT AND LOCATION APPROVALS**

**Term**

2.1. The rights provided for in this Agreement shall be for a term as follows: (i) an initial term commencing on the Effective Date and expiring on the date of expiry of the term of the Supply Contract (as may be renewed or extended or replaced); and (ii) an extension term as may be reasonably required to complete the decommissioning of the Wind Project, not to exceed eighteen (18) months (hereinafter, collectively, the “Term”). In no event shall the Term exceed, in aggregate, fifty (50) years.



## Grant of Easement

- 2.2. The Municipality hereby grants and transfers to the Proponent for the duration of the Term, the non-exclusive Easement Rights to enter upon and use the Road Allowances as identified in the Road Allowance Plan (and when approved, the Approved Road Use Plans) with such persons, vehicles, equipment and machinery as may be necessary for the purpose of placing, installing, constructing, re-constructing, inspecting, maintaining, operating, altering, enlarging, repairing, replacing, relocating, removing and de-commissioning Electrical Infrastructure, and the right to perform Work over, along, across, within or under the Road Allowances in connection with the Wind Project, subject to the terms and conditions of this Agreement. The Easement Rights are granted by the Municipality to the Proponent pursuant to Sections 50(3)(d) and 50(3)(d.1) of the *Planning Act* (Ontario), as amended.

## Prior and Subsequent Approvals

### 2.3. Approvals Process

- 2.3.1. Prior to the commencement of any Preliminary Work, the Proponent shall deliver to and obtain the approval of the Municipal Engineer with respect to the Road Use Plans.
- 2.3.2. Within a forty-five (45) day review period following receipt of the Road Use Plans, the Municipal Engineer shall either (i) provide to the Proponent (or its appointed contractors or engineers) its written requested changes with respect to the Road Use Plans, if in the reasonable opinion of the Municipal Engineer, the Road Use Plans are not in material compliance with this Agreement, with the requirements of Applicable Laws or otherwise present a material risk to the safety of persons or vehicles using the Road Allowances, are not compatible with other existing Road Allowance users, or are not in accordance with applicable engineering and industry standards; or (ii) provide its written confirmation of approval the Road Use Plans.
- 2.3.3. Upon receipt of the approval of the Municipal Engineer with respect to the Road Use Plans, the Road Use Plans shall thereupon be deemed to be the Approved Road Use Plans and shall be deemed to be incorporated into Schedule "B" of this Agreement.
- 2.3.4. In the event of any proposed material amendment to the Approved Road Use Plans by the Proponent at any time, the review, comment and approval procedure set forth in Section 2.3.2 and 2.3.3 shall be repeated with respect to the portions of the Approved Road Use Plans which are subject to such material amendment.
- 2.3.5. The Proponent shall further be required to obtain the approval of any Public Authority required by or having authority pursuant to Applicable Law in connection with any matters undertaken in connection with the Wind Project.
- 2.4. The parties acknowledge and agree that the following Administration officials have been granted authority by the Municipality to administer and act on the Municipality's behalf with respect to the matters provided for in this Agreement:

Road Work and Other Issues arising from Agreement: Municipal Engineer

**Building Permits: Chief Building Official**

The above noted officials are authorized to make minor or non-material amendments (in their respective reasonable opinion), to the terms of this Agreement on behalf of the Municipality, consistent with its purpose, and to issue any such approvals, consents, acknowledgements or other communications necessary to carry out the intent of this Agreement, without the requirement for the review and approval by the Council of the Municipality.

**Transmission Infrastructure Placement**

**2.5.**

2.5.1. Transmission Infrastructure shall be installed above grade within the Road Allowances in the location specified in the Approved Road Use Plans within a reasonable error range and in a manner that avoids incompatibilities and/or conflicts with other existing Municipal Infrastructure and existing Road Allowance Users; provided that if, in the reasonable opinion of Municipal Engineer, the installation of Transmission Infrastructure above grade for any portion or portions thereof is not technically feasible or safe, is subject to the requirement for approval of a Public Authority and such approval is not reasonably expected to be obtained in a timely manner, is inconsistent with the terms or requirements of any permit or approval issued by any Public Authority, or is materially more expensive than other acceptable and available construction methods, then the Municipal Engineer, acting reasonably, may permit the installation of Transmission Infrastructure below grade for the applicable portion(s).

2.5.2. In the Road Use Plan submitted by the Proponent in relation to Transmission Infrastructure, The Proponent shall adopt design principles with respect to the Transmission Infrastructure which, to the extent technically and economically feasible and permissible pursuant to Applicable Laws and applicable electrical standards codes: (a) minimize the use of the land surface within the Road Allowances with structures; (b) locate such at-grade structures away from the travelled surface of the Road Allowances and away from the locations of current or planned municipal infrastructure; (c) use a monopole design unless otherwise approved by the Municipal Engineer, acting reasonably; and (d) reflect any reasonable requirement of the Municipal Engineer in accordance with the procedures set forth in Section 2.3.2.

**Distribution Line Placement**

**2.6.**

Distribution Infrastructure shall be installed either above or below-grade, and the Municipal Engineer shall have the right to require any Distribution Infrastructure to be installed below grade, in his sole discretion, in accordance with the approval process set out in Section 2.3.2. The Proponent shall, in consultation with the Municipality, identify environmental, topographical or other obstacles that require the installation of poles or other above-grade Distribution Infrastructure to permit the distribution of electricity over, around or across the obstacle. All Distribution Infrastructure shall be installed within the Road Allowances in a manner to avoid incompatibilities and/or conflicts with other existing and potential infrastructure. The Proponent will reasonably consider, but shall have no obligation to enter into any pole sharing arrangement with any third-party in respect to any Electrical Infrastructure.

### **Distance from Travelled Portion and Property Line**

- 2.7. The Parties agree that the Proponent shall, provided it is not unreasonable, install Electrical Infrastructure in the following locations within the Road Allowances:
- a. ~~in locations between the outer limit of the travelled portion of the roadway and the property line of the Road Allowance;~~
  - b. at depths and/or elevations within the relevant Road Allowance to avoid incompatibilities and/or conflicts with existing infrastructure and, provided it is not materially or commercially unreasonable, avoid incompatibilities and/or conflicts with currently planned infrastructure (as notified to The Proponent by Municipality); and
  - c. in consistent locations within the Road Allowances such that the number of road crossings is minimized.

### **Permits/Fees**

- 2.8. The Proponent will obtain all Permits from the Municipality which are required for the Work. The Municipality shall issue all such Permits within the timelines set out in the Municipality's by-laws or in the relevant statutes or regulations or thirty (30) days following receipt from the Proponent of its applications and fees, whichever is less, and, without limiting the generality of the foregoing, in respect of grading, guardrails and culverts related to the Electrical Infrastructure, shall issue approval on the basis of standards typically applied in accordance with the MTO Road Safety Manual. The Proponent acknowledges that some or all of the roads which it proposes to use under this Agreement may have load limits applied at certain times of the year and the Proponent agrees to abide by such limits.

### **Insurance Coverage**

- 2.9. The Proponent agrees that prior to the placing, installing, constructing, re-constructing, inspecting, maintaining, operating, altering, enlarging, repairing, replacing, relocating and removing Electrical Infrastructure over, along, across, within or under the Road Allowances, the Proponent shall arrange for and maintain commercial general liability insurance (hereinafter, the "CGL"), insuring the Proponent and naming the Municipality as an additional insured, but only with respect to any potential legal liability arising out of the operations, actions or conduct of the named insured as per this Agreement. The CGL shall provide, at a minimum limits of liability, not less than five million dollars (\$5,000,000.00) per incident and in the aggregate. In addition, the CGL shall contain a cross liability and severability of interest clause and provide for a minimum of thirty (30) days' notice of cancellation of the CGL. The Proponent shall upon written request thereof, deliver to the Municipality, from time to time and in any event prior to commencement of the Work, a copy of a certificate of insurance evidencing that the CGL is in full force and effect. Following the date that is ten (10) years after the Effective Date and every ten (10) years thereafter, the Parties shall, acting reasonably, review the minimum limits of liability of the CGL to determine if appropriate adjustments are required. The Proponent may comply with the CGL requirement through any combination of primary and excess/umbrella coverage.

**Notice Prior to Work Commencement**

- 2.10. The Proponent shall provide notice to all other known existing Road Allowance users prior to the commencement of installation, placement, installation, construction, re-construction, inspection, maintenance, operation, alteration, enlargement, repair, replacement, relocation and/or removal of any Electrical Infrastructure over, along, across, within or under the Road Allowances. Following execution of this Agreement and updated prior to commencement of construction of the Wind Project, the Municipality shall provide the Proponent with a list and contact information for each known existing Road Allowance user for such purpose.

**Commencement of Work**

- 2.11. Prior to the commencement of any Work, the Proponent shall prepare a Municipal Infrastructure Condition Report and submit same to the Municipality. The Municipal Infrastructure Condition Report shall include:
- 2.11.1. a video recording or other means satisfactory to the Municipality, acting reasonably, of the then-existing condition of all Road Allowances or other Municipal Infrastructure that the Proponent expects will or may be used for or subject to Work;
  - 2.11.2. a description of all Municipal Infrastructure and Road Allowances that will or may be damaged, destroyed or otherwise adversely affected during the construction of the Electrical Infrastructure, Deliveries, or the operation, maintenance, repair and decommissioning of the Wind Project;
  - 2.11.3. an evaluation of the existing condition and service capacity of the Municipal Infrastructure and Road Allowances that have been identified based on the information provided by the Municipality
  - 2.11.4. an estimate of the projected cost to maintain or repair the Municipal Infrastructure to a reasonable standard and service level for the duration of the Works; and
  - 2.11.5. an estimate of the projected cost to restore the Municipal Infrastructure and Road Allowances upon completion of the Works to the same condition and service level that existed prior to the Works as identified in the Municipal Infrastructure Condition Report
- 2.12. Draft copies of the Municipal Infrastructure Condition Report shall be provided to the Municipality within thirty (30) days following the acceptance of the Plans. The Municipality shall be afforded an opportunity to comment on and approve the draft Municipal Infrastructure Condition Report before it is finalized within fifteen (15) days from the date of delivery of the draft Municipal Infrastructure Condition Report to the Municipality, such approval not to be unreasonably withheld, delayed or conditioned. Final copy of the Municipal Infrastructure Condition Report shall be provided to the Municipality within thirty (30) days following the approval of the draft by the Municipality.
- 2.13. The Proponent agrees all Works shall be exercised and carried out in a good, safe and workmanlike manner.
- 2.14. The Proponent shall be responsible for any damage caused to the Road Allowances at any time by itself, its agents, employees or contractors and for removing all debris from the work area following the undertaking of any of the Work contemplated herein.

- 2.15. The Proponent shall protect the integrity and security of all existing equipment, installations, utilities, and other facilities within the Road Allowance or which might otherwise be located in, on, or under the Road Allowances or any adjacent lands.
- 2.16. The Proponent shall make all payments and take all such steps as may be reasonably necessary to ensure that no construction lien or other lien is registered against the Road Allowances as a result of the undertaking by the Proponent of any of the Easement Rights or any other work contemplated in this Agreement and taking such steps as may be required to cause any such registered lien or claim for lien to be discharged or vacated immediately after notice thereof from the Municipality is provided to the Proponent.
- 2.17. The Proponent acknowledges that the Municipal Engineer has the right to be present on the Road Allowances during the performance of any Work in order to verify that installation occurs in compliance with the Approved Road Use Plans. The Proponent shall provide the Municipal Engineer with notice of schedules of any Work for this purpose at least one week before the said Work is commenced. The Proponent agrees and acknowledges that the Municipal Engineer is not providing any engineering or other services to the Proponent and is acting only in an inspection capacity. The Municipality agrees that should the Municipal Engineer choose to be present during any aspect of Work contemplated under this Agreement, he or she shall do so at his or her own risk, and shall adhere strictly to the safety protocols and requirements set forth by the Proponent's contractor. The Municipality shall indemnify and hold harmless the Proponent with respect to all losses, injuries, claims, or damages, including personal injury or death, that may arise as a result of the presence of the Municipal Engineer or any other staff of the Municipality at the Road Allowances during any aspect of the Work, save for where the loss, injury, claim or damage is caused by the negligence of the Proponent, and the Municipality represents and warrants that it has adequate insurance coverage with respect to such activities.
- 2.18. If, during any Work that affects or may affect the Municipal Infrastructure or Road Allowances, the Municipality determines, acting reasonably, that the Work, whether by method or otherwise, is not being done in accordance with the Plans and constitutes a potential danger to life or property the Municipality shall have the authority to order stop work by verbal notice to the Proponent or its employees, contractor or agent, such notice to be confirmed in writing as soon as possible thereafter, and to order such remedial action as the Municipality considers reasonably advisable, and the Municipality shall not be liable for any damages resulting from a stop work order.

#### **Non-Exclusive Permission**

- 2.19. The Easement Rights provided for in this Agreement shall constitute a non-exclusive easement. Without limiting the foregoing, the Easement Rights are subject to the rights of the owners of the property adjoining the Road Allowances who are entitled access to and from the Road Allowances from their properties, subject to the right of the public to travel upon and across the Road Allowances and subject to the rights and privileges that the Municipality may grant to other persons on the Road Allowances, all of which rights are expressly reserved; the rights shown on the Approved Road Use Plans and As-Built Plans and specifications only excepted. The Proponent hereby acknowledges and agrees that there are other utilities and third parties that do and/or may have similar rights over the Road Allowances and the Proponent hereby agrees to act

reasonably in accommodating the interests of other third parties when exercising the Easement Rights.

2.20. The Easement Rights granted by the Municipality are further conditional upon the Proponent's agreement to observe the following conditions:

2.20.1. to not interfere with, obstruct or impede the use of the Road Allowances by the Municipality or any person having a registered or unregistered interest in or right of passage over the Road Allowances, or any member of the public who has a common law right of passage along the Road Allowances, provided that the permitted uses of the Road Allowances by the Proponent pursuant to this Agreement, including Traffic Effects, shall not be deemed by the Municipality to be an interference with, obstruction or impediment in any such use of the Road Allowances;

2.20.2. to keep the Road Allowances in a clean and well-ordered condition, and not to store or accumulate, or permit to be stored or accumulated, on the Road Allowances any rubbish, refuse, debris or other objectionable material;

2.20.3. to maintain the Road Allowances to ensure that they are free from mud, soil, gravel and other debris resulting from the use of the Road Allowances by vehicles engaged in the Works. For greater certainty, the Proponent agrees to place dust palliatives on the Road Allowances, to control erosion and runoff, and to remove mud and other materials carried out onto the Road Allowances every day in which Works are undertaken. If the Proponent fails to maintain the Road Allowances in accordance with this Section, then the Municipality shall notify the Proponent in writing of the failure and if the Proponent does not commence to remedy such failure within fifteen (15) days after the written notice and thereafter proceed diligently to remedy such failure, the Proponent agrees that the Municipality may take the necessary action to rectify the failure at the Proponent's expense, acting reasonably. Despite the foregoing, the parties agree that the Municipality may require immediate action by the Proponent to remedy the foregoing failure where, in the opinion of the Municipality, the failure may result in a Emergency. In cases of potential Emergency, the Municipality shall give the Proponent notice of the deadline by which the failure must be remedied, failing which the Municipality may take the necessary action to rectify the problem at the Proponent's expense, acting reasonably.

2.20.4. except for the rights granted to the Proponent under this Agreement or under Applicable Law, to not carry on any activity, or do or keep anything on the Road Allowances which is or may be a nuisance, or that causes or is likely to cause damage to the Road Allowances, or any abutting land;

2.20.5. to undertake all measures reasonably necessary and to follow all directions reasonably imposed by the Municipality to ensure that the Works and use of the Road Allowances, will be in accordance with all Plans as approved and any Work will not damage, impair, destroy or result in the loss of any Municipal or other services or utilities that are now or may in future be located on, under or adjacent to the Road Allowances; and

2.20.6. to conduct daily inspections of the Road Allowances at the beginning and end of each day in which Works are performed. The Proponent shall provide a written log of its daily observations to the Municipality, including recommendations to correct any damage caused to the Road Allowances..

**Right of Entry**

2.21. The Municipality reserves its right to enter upon and use the Road Allowances without notice to the Proponent for its own purposes and to grant and transfer rights to third parties to enter upon and use the Road Allowances to construct, operate, maintain, alter, repair or replace infrastructure, and to modify the Road Allowances, provided such entry, use, grant or transfer by the Municipality does not adversely affect the Electrical Infrastructure, the Work, the Wind Project or the exercise of the Proponent's rights under this Agreement.

**Title**

2.22. The Municipality acknowledges and agrees that:

- (a) it has legal and beneficial title to the Road Allowances;
- (b) it has obtained the full and unconditional due authorization for execution and delivery of this Agreement by all required resolutions and other required municipal approvals;
- (c) it shall defend its title to the Road Allowances against any person or entity claiming any interest adverse to the Municipality in the Road Allowances during the Term of this Agreement, save and except where such adverse interest arises as a result of the gross negligence or willful misconduct of the Proponent or any person for which they are responsible at law; and
- (d) the execution and delivery of this Agreement by the Municipality will not result in a breach of any other agreement to which the Municipality is a party and no rights, interests or privileges have been granted in respect of the Road Allowances by the Municipality which will or could adversely affect the rights, interests or privileges granted to the Proponent hereunder.

2.23. The Proponent acknowledges and agrees that:

- (a) It has no rights, title or interest in the Road Allowances other than as permitted in Applicable Law and as provided by this Agreement;
- (b) This Agreement does not give the Proponent an automatic right to obtain a building permit or otherwise develop the Wind Project without first complying with the requirements of any Applicable Law and shall not operate to fetter the discretion of Council under Applicable Laws; and
- (c) It accepts the Road Allowances in an "as is" condition and shall not require the Municipality to pay for or do any work or supply any equipment or services in connection with the condition of the Road Allowances. The Proponent's use of the Road Allowances and all of the Proponent's obligations under this Agreement shall be deemed to include the words "at the Proponent's expense" unless a contrary intention is expressly stated; and The Municipality has no obligation during or upon expiration of the Term to provide any services whatsoever to the Wind Project which are not otherwise provided to industrial properties in the area, including without limitation, garbage collection, water, sewer, storm drainage or any other public utility or service.

**ARTICLE 3 –**

**ADDITIONAL TERMS AND CONDITIONS RE EASEMENT RIGHTS**

**Traffic Effects**

- 3.1. Notwithstanding and without limiting any other term hereof, the Parties acknowledge that the Work from time to time may require Traffic Effects. In the event that the Proponent determines that Traffic Effects are required, The Proponent agrees to:
- a. give five (5) days' notice of anticipated Traffic Effects to the Municipal Engineer and affected residents and to coordinate with the Municipal Engineer and the Appropriate Emergency Service Providers to minimize and mitigate any adverse impacts of the Traffic Effects and to ensure public safety;
  - b. use reasonable efforts to maintain adequate public access to and use of the Road Allowances while Traffic Effects are in progress and to remove the Traffic Effects as soon as reasonably possible when the Traffic Effects are no longer necessary; and
  - c. ensure that no person is deprived of access to their property as a result of any Work, without their agreement in advance of causing any Traffic Effects.

**Restoration**

- 3.2. The Proponent further agrees that in the event that it becomes necessary to break, remove, or otherwise pierce the existing surface of any of the Road Allowances or any other municipal lands to undertake any Work, the Proponent in all cases will repair, reinstate and restore such surface at its own expense to the same or better condition which existed prior to the performing of the Work in accordance with this Agreement. The Proponent also agrees that, for a period of twelve (12) months following the Commercial Operation Date (the "Interim Period"), it shall monitor any portion of such restored Road Allowances, at the sole expense of the Proponent, and correct any deficiency in the repairs thereof caused by the placing, installing, constructing, re-constructing, inspecting, maintaining, operating, altering, enlarging, repairing, replacing, relocating and removing of Electrical Infrastructure or any of the Work performed over, along, across, within or under the Road Allowances to the satisfaction of the Municipal Engineer, acting reasonably.

**Repairs**

- 3.3. The Proponent shall be liable for any and all Repair Work required to be performed on the Electrical Infrastructure, Municipal Infrastructure or on the Road Allowances due to the existence of the Electrical Infrastructure or any Work for the term of this Agreement. Any Repair Work undertaken shall restore the road surface or Municipal Infrastructure to at least the same condition it was in immediately prior to the use of the Road Allowances by The Proponent. In the event that Repair Work is required, the Proponent agrees to provide the Municipality with at least five (5) days' notice that the Repair Work will occur if such Repair Work:
- (a) will have or is likely to have Traffic Effects;
  - (b) will involve or is likely to involve Tree Work;



- (c) could present a danger to public health and safety; or
- (d) is located in Entrances.

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3.4. Subject to the provisions of this Agreement and provided that Repair Work on Electrical Infrastructure complies with this Agreement, the Proponent shall be entitled to conduct Repair Work on Electrical Infrastructure without prior approval of the Municipal Engineer.

**Emergency**

- 3.5. Notwithstanding any other provision of this Agreement, in the event of any Emergency involving the Electrical Infrastructure, the Proponent shall notify the Appropriate Emergency Service Providers immediately upon becoming aware of the situation and shall do all that is necessary and desirable to control the Emergency, including such work in and to the Electrical Infrastructure or the Road Allowances as may be required for the purpose. If after reasonable and unsuccessful efforts to communicate with the Municipality and in the event of an Emergency, at the Proponent's sole determination, the Proponent requires immediate access to Electrical Infrastructure, the Proponent may enter upon the subject Road Allowances and/or municipal lands without prior notice to the Municipality in order to gain access to such Electrical Infrastructure in order to address such Emergency and, in so doing, shall undertake to rectify the Electrical Infrastructure to the standards and as are otherwise required by the terms of this Agreement and to thereafter provide written notification and details and specification of such Repair Work to the Municipality on the next Business Day and to thereafter file amended Road Use Plans and drawings detailing such repairs as is otherwise required by this Agreement. Without limiting the foregoing, subject to resolving the Emergency, the Proponent agrees that all work completed under this subsection shall maintain the same location of the Electrical Infrastructure as previously approved by the Municipality. The Proponent agrees that it shall be solely responsible for all costs related to the Electrical Infrastructure as a result of any Emergency.
- 3.6. The Parties hereby agree to cooperate with each other and with the Appropriate Emergency Service Providers, Entegrus Inc. and Hydro One Networks Inc. to develop and adopt protocols applicable in the event of an Emergency involving the Electrical Infrastructure.

**Locating Infrastructure:**

- 3.7. The Proponent agrees at its sole expense to:
- (a) mark the location of Electrical Infrastructure installed by the Proponent within the Road Allowances with appropriate markings;
  - (b) participate in the "Ontario One Call" system to facilitate ongoing notice to the public of the location of the Electrical Infrastructure; and
  - (c) upon written request of the Municipality, the Proponent shall properly and accurately identify the location of any Electrical Infrastructure within the Municipality, and provide such reports to identify the depth of the relevant portion of the Electrical Infrastructure, such request to be made in writing to the

Proponent with advance notice of twenty (20) days prior to the Municipality or a third party commencing work that may conflict with the Electrical Infrastructure.

**Relocation of Installed Infrastructure:**

***Upon Election of the Proponent***

- 3.8. In the event that the Proponent wishes to relocate Electrical Infrastructure which has been previously installed in accordance with this Agreement at 100% its own expense, the Proponent shall notify the Municipality of such request, in writing, and such request will thereafter be considered and administered by the Municipality acting reasonably and with diligence giving due consideration to the scope of the works already undertaken by the Proponent on the Road Allowances, provided that, in considering and administering such request the Municipality shall be entitled to take into consideration any specific municipal or engineering interests affected by such relocation including any additional facilities located within the Road Allowances. The Proponent shall obtain all Permits and/or approvals from the Municipality which are required for any such relocation and all provisions of this Agreement dealing with Electrical Infrastructure apply to such relocation with necessary modifications. Notwithstanding the foregoing, the Municipality shall not unreasonably withhold, delay or condition its approval for such request.

***Required by the Municipality***

- 3.9. In the event that the Municipality, in conjunction with an approved municipal plan, and acting reasonably, deems it necessary for the relocation of a particular portion of the Electrical Infrastructure relating solely to Distribution Infrastructure or Entrances (hereafter, a “**Required Relocation**”) to be taken up, or modified within the existing Road Allowance (as applicable to the Electrical Infrastructure impacted), the Required Relocation and any related installation work shall be conducted at the expense of The Proponent, subject to and in accordance with the following:
- 3.9.1. The Municipality shall undertake good faith efforts to work with and consult with the Proponent to discuss all technical options and alternatives to address the underlying issue causing the purported need for the Required Relocation, including giving full consideration to avoiding the Required Relocation in favour of alternative measures (where possible); and (if applicable) installing new municipal infrastructure that is necessitating the requested Required Relocation in a different Road Allowance within the Municipality, at the expense of the Proponent, if such option is a significantly cheaper alternative to the Required Relocation or less disruptive to the operation of the Project. The Municipality shall reasonably consider all alternatives suggested by the Proponent to permit the Required Relocation in a cost-effective and expedient manner, including alternatives allowing for moving affected Electrical Infrastructure to a deeper grade or on the opposite side of the untraveled portion of the Road Allowance. The determination and decision with respect to the specifications of a Required Relocation shall be determined in the reasonable discretion of the Municipal Engineer, subject to the provisions of Section 10.4 of this Agreement;
- 3.9.2. No Required Relocation shall be requested or mandated with respect to any Electrical Infrastructure or Entrances unless the Municipality first provides to the Proponent written specifications with respect to a reasonably satisfactory alternate location with respect to each portion of Electrical Infrastructure or Entrances which are intended to be the subject to the Required Relocation. The Proponent shall undertake reasonable efforts, at its own

cost and expense, to obtain any permit, consent, authorization or approval (“Permits”) that is required pursuant to Applicable Laws for the Required Relocation. The parties agree that any alternate location for which the Proponent is not able to secure required Permits pursuant to the REA or any other Applicable Laws, shall not be considered reasonably satisfactory.

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- 3.9.3. No Required Relocation shall be requested or mandated with respect to any Electrical Infrastructure comprising Transmission Infrastructure;
- 3.9.4. The Proponent shall have the right to complete the Required Relocation (if necessary) on its own initiative (including by hiring subcontractors of its own choosing) and in no event shall the Municipality undertake to cause any work related to any relocation of Electrical Infrastructure or Entrances of its own accord;
- 3.9.5. In connection with any Required Relocation, the Proponent shall have a reasonable period of time, including accounting for seasonal construction limitations, subject to any events of Force Majeure (including any requisite permitting delays), to complete the Required Relocation in order to minimize downtime, disruption and loss of power revenues associated such relocation. Subject to the foregoing, The Proponent shall undertake Commercially Reasonable efforts to undertake and complete the Required Relocations in a timely manner and with regard to the scheduling preference of the Municipality;
- 3.9.6. The direct and verifiable costs and expenses (including labour and parts) associated with any Required Relocation shall be paid equally by the Proponent and the Municipality (for greater certainty, excluding lost revenues of the Project which shall be borne directly by the Proponent, and excluding internal labour costs and overhead of the Proponent and Municipality) , provided that the Proponent shall be fully responsible (100%) for the cost of all Required Relocations up to an aggregate cap of (i) \$100,000.00 with respect to the first twenty five (25) years of the Term of this Agreement and (ii) \$100,000.00 (indexed to changes the Consumer Price Index for “All Items” as published by Statistics Canada (or its successor) in relation to the province of Ontario arising from the Commercial Operation Date) with respect to the second twenty five (25) years of the Term of this Agreement, if applicable. The Proponent shall use reasonable efforts to minimize such costs, including using public requests for proposal and using local labour and suppliers, wherever commercially and technically reasonable.
- 3.10. Without limiting and in addition to Section 3.10, in the event that the Proponent determines that leave to construct or amendment thereto or any other approval, permit, authorization or consultation is required from a Public Authority, or any successor thereof, with respect to the proposed Required Relocation or related installation work, then the Municipality shall provide such reasonable period of time as is necessary for the Proponent to obtain such leave to construct, amendment or other approval, permit, authorization or consultation; provided, however, in the event that any Public Authority’s approval is not provided to the Proponent, both the Proponent and the Municipality shall be bound to comply with the determination of the Public Authority and shall modify or discontinue the relocation of the Electrical Infrastructure or Entrances as necessary.

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Execution copy

***Required by Legislation or Lawful Order***

- 3.11. In the event that a Required Relocation is required as a result of the Municipality's compliance with a Federal or Provincial legislative requirement, Ministerial order or such other law or order of a body which has the ability to force the Municipality to act (other than the elected council of the Municipality) then the costs of the Required Relocation and/or related installation work associated with the installed Electrical Infrastructure shall be performed by the Proponent at its own cost and expense.

***By Third Party***

- 3.12. Where the Required Relocation under Section 3.10 is required due to the Municipality accommodating Third Party Work, the Required Relocation or related installation work shall be conducted by the Proponent in accordance with the terms of this Agreement respecting installation, and the full cost of the Required Relocation shall be borne solely by the Third Party and the estimated amount of such total cost shall be paid to the Proponent in advance, together with a twenty percent (20%) contingency amount, the remaining amount of which shall be refunded to such Third Party following the completion of the Required Relation to the satisfaction of the Proponent. The Municipality agrees to provide the Proponent with ninety (90) days' notice of the need for any such Third Party Work and to require that the relevant third party or parties bear the full cost of such Third Party Work and indemnify the Proponent against all claims and liabilities arising from the Required Relocation as a condition precedent to any such Required Relocation. Notwithstanding the foregoing, the Municipality agrees that it will not permit such Third Party Work, without the approval of the Proponent, if such Third Party Work would adversely affect the Work, the Wind Project or the exercise of the Proponent's rights under this Agreement or the Supply Contract, as reasonably agreed to between the Proponent and the Municipality.

***Road Work***

- 3.13. The Proponent understands the desire of the Municipality to minimize Road Work to reduce the impacts to the Road Allowances. The Proponent will make Commerciallyreasonable efforts to work with the wind turbine supplier and identify locations where Road Work can be avoided.
- 3.14. In the event that the standard, condition or maintenance of any of the Road Allowances is not sufficient to permit the Proponent to carry out Deliveries, Work of its desired operations, the Proponent shall be solely responsible for carrying out any required remedial work or maintenance required to upgrade the Road Allowances, at its own expense. The Proponent shall not carry out any such remedial work or maintenance without first obtaining the written approval of the Municipality, such approval not to be unreasonably withheld, delayed or conditioned, provided that the Proponent has submitted all necessary technical information to allow the Municipality to approve the proposed work.
- 3.15. Upon approval of the proposed Road Work by the Municipality the Proponent shall undertake the approved Road Work and submit to the Municipality "as built" drawings of the completed work within 90 days of completion. Any Road Allowance so upgraded shall become part of the Municipal Infrastructure and Road Allowances as the case may be, and the Proponent shall ensure that the upgraded Municipal Infrastructure and Road Allowances are maintained and repaired in accordance with sections 3.1, 3.2, 3.3 and 3.4 of this Agreement. Without limiting the generality of the foregoing, where the Proponent is required to maintain or repair Road

Allowances to a pre-construction condition, that shall mean the condition as upgraded in accordance with this section.

3.16. Subject to the approval of Road Work Plans, and provided all Road Work conforms to the approved Road Work Plans, the Municipality grants the Proponent the right to:

- (a) conduct Road Work to permit Deliveries and Work; and
- (b) connect access roads located on private land and running from the Wind Project turbines to the Road Allowances to permit ongoing access to such wind turbines during the period of commercial operation of the Wind Project.

#### **Closure or Assignment or Road Allowances**

3.17. The Municipality agrees, in the event it decides to or is forced by legislative order to permanently close or dispose of any Road Allowance, or any part of a Road Allowance, identified in any Approved Road Use Plan, to give the Proponent not less than ninety (90) days' advance written notice of such proposed closing or disposal and to grant and transfer to the Proponent, at no cost to the Proponent and prior to the proposed closure or disposal of the applicable Road Allowance, such easements and rights-of-way, in registrable form, over that part of the Road Allowance closed or disposed of sufficient to allow the Proponent to preserve any part of the Electrical Infrastructure in its then existing location, to enter upon such closed or disposed of Road Allowance to perform Work in respect of such Electrical Infrastructure and to gain access to the Wind Project on the terms and conditions set out in this Agreement.

3.18. In the event that the Municipality decides to or is forced by legislative order to dispose of any Road Allowance or part thereof identified in any Approved Road Use Plan, the Municipality agrees to require the transferee or assignee of such Road Allowance, as a condition precedent to the transfer or assignment, to agree in writing with the Proponent, in a form acceptable to the Proponent acting reasonably, to be bound by the terms of this Agreement and to assume the Municipality's obligations hereunder from and after the date of the transfer or assignment.

#### **Tree Work**

3.19. In the event that the Proponent deems it necessary to perform any Tree Work to implement an approved Plan, the Proponent shall be entitled to conduct the Tree Work. In the event that trees are removed from within the Road Allowances, the Proponent agrees at its sole expense, to remove the tree stump to a level below grade and to restore and remediate the surface of the Road Allowance.

### **ARTICLE 4 –**

#### **IMPLEMENTATION OF PLANS**

##### **Adherence to Approved Road Use Plans**

4.1. The Proponent agrees to commence, perform and complete the placement, installation, construction, re-construction, inspection, maintenance, operation, alteration, enlargement, repair, replacement, relocation and removal of Electrical Infrastructure in compliance with the Approved Road Use Plans, provided there is no material impact on (i) the safety or operation of

the Road Allowances or (ii) other existing Road Allowance users, in accordance with current engineering and industry standards or unless otherwise approved by the Municipal Engineer, acting reasonably.

#### **Filing of As-Built Plan Following Installation etc.**

- 4.2. Following the completed placement, installation, construction, re-construction, inspection, maintenance, operation, alteration, enlargement, repair, replacement, relocation and removal of Electrical Infrastructure and within one hundred eight (180) days after the Commercial Operation Date, the Proponent agrees to conduct the necessary investigation to produce and file with the Municipal Engineer an As-Built Plan together with a final electronic copy (CD ROM or DVD) prepared in an AUTOCAD, CAD or GIS environment of the As-Built Plan, showing the exact location and specifications of any Electrical Infrastructure installed over, along, across, under or within the Road Allowances and any Entrances. The Parties agree that the Municipality shall not release any deposits or securities held until the As-Built Plan is filed.

#### **Post-Installation Report and Required Repairs**

- 4.3. Following the Municipal Engineer's receipt of notice from the Proponent confirming that the Works over, along, across, within or under the Road Allowances are complete (the "Completion Notice"), the Consulting Engineer shall conduct a further inspection of the Road Allowances and Municipal Infrastructure and provide a post-installation report (the "Post-Installation Report"), which shall include the following:
- (a) identification of the Road Allowances or Municipal Infrastructure which in the reasonable opinion of the Consulting Engineer, have been damaged, destroyed or otherwise adversely affected by the Proponent and its employees, agents or contractors during the Work;
  - (b) An evaluation of the existing condition and service capacity of the Municipal Infrastructure and Road Allowances, including a video recording of the then-existing condition of all Road Allowances, Municipal Infrastructure or structures, where reasonable, that the Proponent has used or were subject to Work;
  - (c) identification of the repairs, replacements or remedial work necessary to repair the damaged Road Allowances or Municipal Infrastructure; and
  - (d) An up-to-date estimate of the cost of all identified repairs, replacements or remedial works identified in the Post-Installation Report.
- 4.4. The Consulting Engineer's inspection, for the purposes of producing the Post-Installation Report shall be completed no later than twenty (20) business days following receipt by the Municipality of the Completion Notice.
- 4.5. The Proponent agrees to repair any and all damage identified in the Post-Installation Report. If the Proponent fails to complete the required repairs within sixty (60) days or such longer period of time as is reasonable in the circumstances, the Municipality may deliver written notice to the Proponent advising that unless such repairs are completed within a further period of ten (10) days or such longer period of time as is reasonable in the circumstances, the Municipality may effect such repairs at the sole expense of the Proponent.

- 4.6. In the event that the damage to the Municipal Infrastructure and Road Allowances will have or is likely to result in the unplanned closure of a Road Allowance or may, in the opinion of the Municipality, present a danger to public health and safety, the repairs shall be completed by the Proponent immediately upon notification by the Municipality, failing which the repairs shall be completed by or on behalf of the Municipality at the expense of the Proponent.
- 4.7. In the event the Municipality is required to undertake repairs, the Proponent shall be liable for all costs incurred by the Municipality together with a fifteen percent (15%) administrative charge, and the Municipality shall have the right, in addition to any other remedies available to it and without any further notice to the Proponent, to draw against the letter of credit posted by the Proponent, if any, as set out in this Agreement to recover all costs and damages incurred by the Municipality and for all amounts owing to the Municipality.

#### **Final Condition Report and Final Repairs**

- 4.8. Following the expiry of the Interim Period, the Municipality's Engineer shall forthwith conduct an inspection of the Road Allowances and Municipal Infrastructure in substantially the same manner as the Post-Installation Report was prepared (the "**Final Condition Report**"). The Municipal engineer, in the Final Condition Report, shall either (i) confirm its satisfaction, acting reasonably, that all restoration work has been completed and that the Road Allowances and Municipal Infrastructure are in substantially the same or better condition which existed prior to the performing of the Work (subject to normal wear and tear and subject to the uses and occupation of such Road Allowances by third parties); or (ii) identify those Road Allowances or Municipal Infrastructure which are not in the same or better condition which existed prior to the performing of the Work and identify the repair, replacement or remedial work required to repair the Road Allowances or Municipal Infrastructure to the same condition which existed prior to the performing of the Work. The Municipal Engineer's inspection, for the purposes of producing the Final Condition Report shall be completed no later than twenty (20) Business Days following the expiry of the Interim Period and the Final Condition Report shall be delivered to the Proponent not later than twenty (20) Business Days following the date of inspection aforesaid. The Proponent agrees to repair any damage to the Road Allowances or Municipal Infrastructure identified in the Final Condition Report (the "**Final Repairs**") in accordance with section 4.5, 4.6 and 4.7 as applicable.

### **ARTICLE 5 -**

#### **COMPENSATION**

##### **For Use of Road Allowances**

- 5.1. To offset the administrative expenses incurred by the Municipality as a result of the use of its Road Allowances, and to further secure the covenants of the Proponent as set out in this Agreement, the Proponent agrees to pay to the Municipality:
- (a) An annual payment of Three Thousand Five Hundred Dollars (\$3,500 CAD) per kilometer of length of the Road Allowances subject to the Easement Rights (or any portion thereof), which shall *inter alia*, be deemed to fully compensate the Municipality for all of its out of pocket costs incurred in connection with the implementation of this Agreement including the legal, engineering, and inspection costs;

- (b) An annual fee in the amount of Five Thousand Dollars (\$5,000 CAD) payable within ninety (90) days of the Commercial Operation Date and each subsequent anniversary date during the Term of this Agreement. Every five years following the Commercial Operation Date, the annual fee shall be increased by the increase in the Consumer Price Index for Ontario over the past five year period. The annual fee shall be paid to the Municipality in consideration of additional administrative costs incurred by the Municipality in expediting the preparation of all required permits before and during construction of the Electrical Infrastructure and for the additional inspections and other staff work associated with the construction of the Electrical Infrastructure.
- (c) For clarity, the annual payment and fee above cover permit fees related to use of the Road Allowance but do not include fees or charges for building permits, planning applications, drainage permits or drainage works.
- 5.2. All overdue payments payable by the Proponent to the Municipality under the terms of this Agreement shall bear interest at the rate of ten (10%) per cent per annum.
- 5.3. As security for the Proponent's obligation to maintain, repair and restore the Municipal Infrastructure and Road Allowances in accordance with this Agreement, the Proponent shall, prior to undertaking any Work, deposit a letter of credit with the Municipality in an amount equal to the sum of the cost estimate provided in the Municipal Infrastructure Condition Report. The parties agree that the Municipality may submit the amount of the letter of credit to the dispute resolution provisions in accordance with this Agreement a but in such case, the Municipality will not, based on the existence of such dispute, delay or otherwise postpone the issuance of permits or approvals of any kind. If the amount of the letter of credit is disputed and the arbitrator decides that the amount of the letter of credit shall be increased or decreased, , the Municipality shall forthwith notify the Proponent and within fifteen (15) days of receipt of notice, the Proponent shall increase the amount of the letter of credit to adjust for any shortfall or the Municipality shall authorize the release of any surplus amount from the letter of credit, as the case may be.

## **ARTICLE 6 –**

### **LIABILITY**

#### **Indemnification**

- 6.1 The Proponent will indemnify and hold harmless the Municipality, its Councillors, officers, employees, legal counsel, agents and contractors from and against any and all claims, suits, demands, liabilities, losses, costs, damages, and other expenses of every kind that they may incur or suffer as a consequence of, or in any way related to this Agreement or the Easement Rights granted hereunder, regardless of the cause of such claims, suits, demands, liabilities, losses, costs, damages, and other expenses. For certainty, and without limiting the generality of the foregoing, The Proponent will be responsible for any claims, suits, demands, liabilities, losses, costs, damages, and other expenses that are in any way related to the Work performed pursuant to this Agreement, whether or not those are related to the alleged or actual negligence or omission of the Municipality or those for whom it is legally responsible.



6.2 THE PROPONENT SHALL UNDER ANY CIRCUMSTANCES BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, WHETHER BY STATUTE, IN TORT OR CONTRACT OR OTHERWISE. THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES SHALL BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF THE PROPONENT.

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**No Joint Venture, Partnership or Co-ownership**

6.3 The Parties hereby acknowledge and agree that this Agreement is solely a road use agreement and that no relationship is formed between the Parties in the nature of a joint venture, partnership co-ownership arrangement or other similar relationship.

**ARTICLE 7 –**

**ABANDONMENT AND DECOMMISSIONING OF  
ELECTRICAL INFRASTRUCTURE**

**Notice of Abandonment**

7.1 During the Term of this Agreement, the Proponent may elect to Abandon any part of the Electrical Infrastructure, in which event the Proponent shall provide written notice specifying the part of the Electrical Infrastructure to be Abandoned and the date when the Abandonment will occur.

**Removal**

7.2 If the Proponent Abandons any part or all of the Electrical Infrastructure, it shall decommission and remove it in accordance with the Wind Project's decommissioning plan and the Ministry of Environment & Climate Change ("MOE") requirements in the Wind Project's Renewable Energy Approval ("REA"). Should the Proponent fail to decommission and remove the infrastructure as set out above, the Municipality may, to the extent permitted by Applicable Law, retain necessary personnel to remove the infrastructure and the Proponent shall compensate the Municipality for 100% of its cost to decommission and remove the infrastructure. This provision shall survive the termination of this Agreement and may be pled by the Municipality in a court of competent jurisdiction as consent to judgment on the part of The Proponent.

**Decommissioning**

7.3 The Proponent will complete a decommissioning report for its "Renewable Energy Approval" for the Wind Project (the "Decommissioning Report") in accordance with the requirements of the Ministry of the Environment and Climate Change (the "Decommissioning").

7.4 Prior to undertaking any Decommissioning a Municipal Infrastructure Condition Report shall be prepared in accordance with section 2.11 to assess any reasonably anticipated impacts from the Decommissioning on the Municipal Infrastructure and Road Allowances, with such changes as are necessary to reflect that the report is addressing the proposed Decommissioning and the estimate of costs to Decommission.

- 7.5 Draft copies of the Municipal Infrastructure Condition Report shall be provided to the Municipality within 30 days of completion. The Municipality shall be afforded an opportunity to comment on and approve the draft Municipal Infrastructure Condition Report before it is finalized within 15 days from the date of delivery of the draft Municipal Infrastructure Condition Report to the Municipality, such approval not to be unreasonably withheld, delayed or conditioned.
- 7.6 Should the Proponent fail to decommission and remove the infrastructure as set out in the Decommissioning Report, the Municipality may, to the extent permitted by Applicable Law, retain necessary personnel to remove the infrastructure and the Proponent shall compensate the Municipality for 100% of its cost to decommission and remove the infrastructure.
- 7.7 During the Decommissioning, the Municipality shall be authorized to carry out periodic inspections of the Municipal Infrastructure and Road Allowances for the purpose of determining whether, in the opinion of the Municipality, acting reasonably, decommissioning activities are causing or are likely to cause material damage to the Municipal Infrastructure and Road Allowances and, if necessary, directing the Proponent to undertake such work to maintain and repair the Municipal Infrastructure and Road Allowances to such condition and service level as the Municipality may determine, acting reasonably.
- 7.8 The Proponent shall, at its expense and in the manner, within the time specified by and to the satisfaction of the Municipality, acting reasonably, undertake and be responsible for completing all maintenance and repairs directed by the Municipality.
- 7.9 Upon completion of the Decommissioning, the Proponent shall notify the Municipality and shall prepare a Post-Installation Report in accordance with section 4.3.
- 7.10 The Proponent agrees that sections 4.5 – 4.7 shall apply to all Decommissioning and the obligations of the Proponent related to the Post-Installation Report prepared in accordance with this section, with such amendments as are necessary.
- 7.11 As security for the Proponent's obligation to complete the Decommissioning (as such Decommissioning impacts the Municipal Infrastructure and Road Allowances and in accordance with the Decommissioning Report), and in consideration of any Repairs which may be required as a result of the Decommissioning and identified in the further Municipal Infrastructure Condition Report, the Proponent shall, at least twelve months preceding the end of the term of the Supply Agreement, deposit a letter of credit with the Municipality in an amount equal to the Decommissioning costs and the Repair costs estimated by the Proponent less the fair market value of the infrastructures of the Wind Project subject to the Decommissioning (the "Decommissioning Letter of Credit"). The Municipality may draw on the Decommissioning Letter of Credits to correct any deficiencies in repairs conducted by the Proponent, or to perform any work the Proponent fails or refuses to perform. Notwithstanding the foregoing, the Municipality agrees that the Proponent will not have to post a Decommissioning Letter of credit if a decommissioning security for the Decommissioning of the Wind Project is provided to the IESO or any other governmental authority, including the ministry of natural resources.

**ARTICLE 8 –**

**DEFAULT**

**Breach**

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- 8.1 Subject to the obligations to repair and restore set out above in this Agreement, and subject to the rights granted to any Secured Parties hereunder or by the Municipality, in the event that a Party commits a material breach of or omits to comply with any of the provisions of this Agreement (the “**Defaulting Party**”) which continues for at least sixty (60) days after written notification of such default is provided to the Defaulting Party, the other Party (the “**Complainant**”) shall have the right to terminate this Agreement. However, if the Defaulting Party shall have remedied the breach or shall have commenced to remedy the breach and has diligently pursued the remedying thereof within the sixty (60) days after the initial written notification of default, the Defaulting Party shall be allowed not less than one hundred and fifty (150) days after the expiry of the original notice period to remedy the breach, or such longer period of time as is reasonable in the circumstances. In the event of default by the Proponent and without such default being rectified within the time period referred to in this section, the Municipality shall have the right to terminate this Agreement.

**ARTICLE 9 –**

**FORCE MAJEURE**

**Force Majeure**

- 9.1 Whenever, and to the extent that a Party will be unable to fulfill or will be delayed or restricted in the fulfillment of any obligations under any provision of this Agreement by reason of:
- (a) strikes;
  - (b) lock-outs;
  - (c) war acts of military authority;
  - (d) rebellion or civil unrest;
  - (e) material or labour shortage not within the control of the affected Party;
  - (f) fire or explosion;
  - (g) inclement weather, flood, wind, water, earthquake, or other casualty;
  - (h) changes in Applicable Law not wholly or mainly within the control of the affected Party, including the revocation by any Public Authority of any permit, privilege, right, approval, license or similar permission granted to the Proponent or the Wind Project;
  - (i) any event or matter not wholly or mainly within the control of the affected Party (other than lack of funds or any financial condition of the parties hereto); or,

(j) acts of God,

(in each case a “**Force Majeure**”) not caused by the default or act of or omission by that Party and not avoidable by the exercise or reasonable effort or foresight by it, then, so long as any such impediment exists, that Party will be relieved from the fulfillment of such obligation and the other Party will not be entitled to compensation for any damage, inconvenience, nuisance or discomfort thereby occasioned. The Party relying on Force Majeure will be required and is entitled to perform such obligation within a period of time immediately following the discontinuance of such impediment that is equal to the period of time that such impediment existed. A Party shall promptly notify the other Party of the occurrence of any Force Majeure, which might prevent or delay, that doing or performance of acts or things required to be done or performed.

## ARTICLE 10 -

### MISCELLANEOUS

#### Assignment

- 10.1 The Proponent may not assign this Agreement without the written consent of the Municipality, which shall not be unreasonably withheld, except that no consent shall be required (i) for the Proponent to assign this Agreement in whole or in part to an Affiliate or successor entity, or to a buyer of all or part of the Proponent’s interest in the Wind Project, provided that all payments due to date under this Agreement have been satisfied and the assignee agrees in writing to assume and fulfill all of the covenants, agreements, terms and provisions and to abide by all limitations set forth in this Agreement, or (ii) for purposes of securing indebtedness or other obligations respecting the Electrical Infrastructure or the Wind Project, provided that if the Secured Party realizes on the security and further assigns this Agreement, the assignee agrees in writing to assume and fulfill all of the covenants, agreements, terms and provisions and to abide by all limitations set forth in this Agreement. The Municipality acknowledges that a change in control of the Proponent shall not be considered an assignment by the Proponent of this Agreement or of any of the Proponent’s rights and obligations under this Agreement.
- 10.2 For greater certainty, the Proponent shall be entitled to assign this Agreement and all of its rights thereunder without the consent of the Municipality to the Proponent’s Secured Parties as security for the Proponent’s obligations to such Secured Parties.
- 10.3 Municipality acknowledges and agrees that the Proponent may sell, assign, transfer, lease or otherwise dispose of certain assets of the Wind Project, including Electrical Infrastructure, to Entegrus Inc. and Hydro One Networks Inc., or an affiliate of either entity (in each case, a “**Permitted Assignment**”), and subject to the Permitted Assignee agreeing to assume and fulfill all of the covenants, agreements, terms and provisions and to abide by all limitations set forth in this Agreement, Municipality agrees to (1) make appropriate and necessary modifications to this Agreement to reflect such Permitted Assignment and (2) to enter into an equivalent Road Use Agreement with Entegrus Inc. or Hydro One Networks Inc. (as applicable) to permit the continued use of Easement Rights granted herein.

#### Dispute Resolution

- 10.4 In the event that either Party provides the other Party with written notice of dispute regarding the interpretation or implementation of this Agreement (a “Dispute”) then both Parties shall use their best efforts to settle the Dispute by consulting and negotiating with each other in good faith to reach a solution satisfactory to both Parties. However, if the Parties do not resolve the Dispute within thirty (30) days following receipt of such notice, then either Party may propose mediation or arbitration, or proceed to a court of competent jurisdiction for settlement of the dispute. In the event of a Dispute arising in the context of the matters contemplated in Section 3.10 of this Agreement, including a Dispute in connection with the determination of the Municipal Engineer pursuant to Section 3.10.1 of this Agreement, then the Parties shall refer such matter to the determination of an independent engineer jointly elected by the Parties, whose determination shall be binding upon the Parties with respect to any such Dispute.
- 10.5 The Parties agree that except to the extent that a matter is specifically the subject of a Dispute, both Parties shall continue to observe and perform the terms and conditions of this Agreement pending the resolution of a Dispute.

#### **Further Assurances**

- 10.6 Each of the Parties covenant and agrees with the other that it will at all times hereafter execute and deliver, at the request of the other, all such further documents, agreements, deeds and instruments, and will do and perform all such acts as may be necessary to give full effect to the intent and meaning of this Agreement.

#### **Notices**

- 10.7 Any written notice provided for and contemplated by this Agreement will be delivered to the parties by hand or registered mail at the following addresses:

To the Municipality:

The Township of Addington Highlands  
72 Edward Street, P.O. BOX 89  
Flinton, Ontario, K0H 1P0  
ATTN: Clerk  
Phone: (613) 336-2286  
Facsimile: (613) 336-2847

To The Proponent:

**DENBIGH WIND LP**  
300 Leo-Pariseau  
Montréal Qc H2X 4B3

Attention: RES Canada Legal  
Fax: 514 524 9669

Every such notice shall be deemed to have been received if personally delivered at the time of such delivery and if sent by prepaid registered mail, at the end of five (5) business days after the mailing thereof.

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**Governing Law**

- 10.8 This Agreement shall be governed by, and be construed and interpreted in accordance with, the laws of Ontario and the laws of Canada applicable in Ontario.
- 10.9 Each of the Parties to this Agreement represents and warrants and covenants that it has and shall continue to act in accordance with the requirements of Applicable Laws with respect to the matters and obligations contemplated in this Agreement. Each Party agrees that no monies or other valuable consideration shall be knowingly used, directly or indirectly, to influence, improperly or unlawfully any decision or judgment of any official or any government or of any subdivision, agency or instrument thereof and that each Party will at all times comply with the requirements of Anti-Bribery Laws.

**Counterparts**

- 10.10 This Agreement may be executed by facsimile or PDF transmission and in one or more counterparts, all of which shall be considered one and the same Agreement.

**Binding Covenant**

- 10.11 This Agreement and the rights granted hereunder are and shall be of the same force and effect, to all intents and purposes, as a covenant running with the Road Allowances. The provisions of this Agreement, including all of the covenants and conditions herein shall extend, be binding upon and enure to the benefit of the Municipality, The Proponent and their respective successors and permitted assigns as the case may be.

**Severability**

- 10.12 The invalidity or unenforceability of any provision of covenant contained in this Agreement shall affect the validity or enforceability of such provision or covenant only and any such invalid provision or covenant shall be deemed to be severable from the balance of this Agreement, which shall be enforced to the greatest extent permitted by law.

**Amendments to the Agreement**

- 10.13 No supplement, modification, amendment, or waiver of this Agreement shall be binding unless executed in writing by the Parties.

  
Execution copy

**IN WITNESS WHEREOF** the parties hereto affix their hands and seal or corporate seals, attested to by the hand of their authorized officers, as the case may be, at West Denbigh, Ontario, as of the Effective Date.

SIGNED, SEALED AND DELIVERED in the presence of **THE MUNICIPALITY OF THE TOWNSHIP OF ADDINGTON HIGHLANDS**

By: \_\_\_\_\_

By: \_\_\_\_\_

*We have the authority to bind the Corporation*

SIGNED, SEALED AND DELIVERED in the presence of **DENBIGH WIND LP by its general partner DENBIGH WIND (GP) INC.**

By: \_\_\_\_\_

Name: Peter Clibbon

Title: President

*I have authority to bind the undersigned.*

**SCHEDULE "A"**

**Project Map**

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*JGH & M*  
Execution copy

**SCHEDULE "B"**  
**Road Allowance Plan**

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*JJ CR*  
Execution copy *PL*

**SCHEDULE "C"**

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**Appropriate Emergency Service Providers**

**Prescribed Form – Municipal Agreement**

Page 1 of 1

Mar 2015

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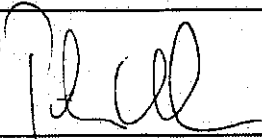

Name of the Large Renewable Project	<u>Denbigh Wind Project</u>
Renewable Fuel of the Large Renewable Project:	<u>On-Shore Wind</u>
Contract Capacity of the Large Renewable Project <MW>:	<u>170MW</u>

All capitalized terms not defined herein have the meanings ascribed to them in the LRP I RFP;

**WHEREAS** the Registered Proponent intends to submit a Proposal for a Large Renewable Project under the LRP I RFP;

**NOW THEREFORE:**

1. The Registered Proponent acknowledges that it is proposing to develop, construct and operate a Large Renewable Project, with the characteristics outlined in the table above, under the LRP I RFP.
2. The Local Municipality of the Township of Addington Highlands acknowledges that it has entered into a binding agreement with the Registered Proponent in respect of the Large Renewable Project effective on the 4 day of August, 2015.
3. The Registered Proponent and the Local Municipality acknowledge that the binding agreement may be conditional only on the Registered Proponent being awarded an LRP I Contract for the Large Renewable Project.
4. The Registered Proponent and the Local Municipality acknowledge that the Registered Proponent's Proposal may be awarded Rated Criteria points by the IESO under the LRP I RFP where the Registered Proponent and every Project Community completes this Prescribed Form.
5. The Registered Proponent acknowledges that the binding agreement may not be used for the purpose of any other form of approval in relation to the Proposal or the Large Renewable Project or for any other purpose.

Registered Proponent: <u>Denbigh Wind LP</u>	Local Municipality: <u>Township of Addington Highlands</u>
Signature: 	Signature: 
Name: Peter Clibbon	Name: Henry Hogg
Title: Senior Vice President, Development	Title: Reeve
I have the authority to bind the Registered Proponent.	I have the authority to bind the Local Municipality.
Dated this <u>21</u> day of <u>August</u> , 20 <u>15</u>	Dated this <u>4</u> day of <u>Aug</u> , 20 <u>15</u>

Capitalized terms not defined herein have the meaning ascribed to them in the LRP I RFP.

Resolution NO: 429/15 Date: August 4, 2015

**[WHEREAS]:**

1. The Registered Proponent is proposing to develop, construct and operate a Large Renewable Project, with the characteristics outlined in the table below, under the LRP I RFP.

Name of the Large Renewable Project:	<u>Denbigh Wind Project</u>
Registered Proponent:	<u>Denbigh Wind LP</u>
Renewable Fuel of the Large Renewable Project:	<u>On-Shore Wind</u>
Contract Capacity of the Large Renewable Project <MW>:	<u>170MW</u>
Description of the Properties within the geographic bounds of the Local Municipality on which the Site and/or Connection Line is located <PIN(s) (if a PIN is not available, use legal description), Grid Cell(s) and/or Waterpower Site Number>:	<p><u>Crown Land Grid Cells: 450600771800, 450600771830, 450630771700, 450630771730,</u>  <u>450630771800, 450630771830, 450630771900, 450630771930, 450630772000,</u>  <u>450630772030, 450630772100, 450630772130, 450630772200, 450630772230,</u>  <u>450630772300, 450630772330, 450630772400, 450630772430, 450630772500, 450630772530,</u>  <u>450630772600, 450630772630, 450630772700, 450630772730, 450630772800,</u>  <u>450630772830, 450630772900, 450630772930, 450630773000, 450630773030,</u>  <u>450630773100, 450630773130, 450630773200, 450630773230, 450630773300,</u>  <u>450630773330, 450630773400, 450630773430, 450630773500, 450630773530,</u>  <u>450630773600, 450630773630, 450630773700, 450630773730, 450630773800,</u>  <u>450630773830, 450630773900, 450630773930, 450630774000, 450630774030,</u>  <u>450630774100, 450630774130, 450630774200, 450630774230, 450630774300,</u>  <u>450630774330, 450630774400, 450630774430, 450630774500, 450630774530,</u>  <u>450630774600, 450630774630, 450630774700, 450630774730, 450630774800,</u>  <u>450630774830, 450630774900, 450630774930, 450630775000, 450630775030,</u>  <u>450630775100, 450630775130, 450630775200, 450630775230, 450630775300,</u>  <u>450630775330, 450630775400, 450630775430, 450630775500, 450630775530,</u>  <u>450630775600, 450630775630, 450630775700, 450630775730, 450630775800,</u>  <u>450630775830, 450630775900, 450630775930, 450630776000, 450630776030,</u>  <u>450630776100, 450630776130, 450630776200, 450630776230, 450630776300,</u>  <u>450630776330, 450630776400, 450630776430, 450630776500, 450630776530,</u>  <u>450630776600, 450630776630, 450630776700, 450630776730, 450630776800,</u>  <u>450630776830, 450630776900, 450630776930, 450630777000, 450630777030,</u>  <u>450630777100, 450630777130, 450630777200, 450630777230, 450630777300,</u>  <u>450630777330, 450630777400, 450630777430, 450630777500, 450630777530,</u>  <u>450630777600, 450630777630, 450630777700, 450630777730, 450630777800,</u>  <u>450630777830, 450630777900, 450630777930, 450630778000, 450630778030,</u>  <u>450630778100, 450630778130, 450630778200, 450630778230, 450630778300,</u>  <u>450630778330, 450630778400, 450630778430, 450630778500, 450630778530,</u>  <u>450630778600, 450630778630, 450630778700, 450630778730, 450630778800,</u>  <u>450630778830, 450630778900, 450630778930, 450630779000, 450630779030,</u>  <u>450630779100, 450630779130, 450630779200, 450630779230, 450630779300,</u>  <u>450630779330, 450630779400, 450630779430, 450630779500, 450630779530,</u>  <u>450630779600, 450630779630, 450630779700, 450630779730, 450630779800,</u>  <u>450630779830, 450630779900, 450630779930, 444600771830, 444600771900,</u>  <u>444630771800, 444630771830, 444630771900,</u>  <u>444630771930, 444700771830, 444700771900, 444700771930, 444730771900,</u></p>



**Prescribed Template – Municipal Council Support Resolution**

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July 2015

IESORP/f-LRP/RFP-013r3

3. The Registered Proponent has requested that the council of the Township of Addington Highlands indicate by resolution their support for the Large Renewable Project and/or proposed Connection Line on the Lands;
4. Pursuant to the LRP | RFP, Proposals that receive the formal support of the local jurisdictional authorities of all the Project Communities in which the Large Renewable Project and proposed Connection Line are being located in the form of a support resolution will be awarded Rated Criteria points for the purpose of ranking the Proposal in relation to other Proposals for a contract under the LRP | RFP; and

**[NOW THEREFORE BE IT RESOLVED THAT]:**

5. The council of the Township of Addington Highlands supports the development, construction and operation of the Large Renewable Project and/or proposed Connection Line on the Lands.
6. This resolution's sole purpose is to enable the Registered Proponent to receive Rated Criteria points under LRP | RFP and may not be used for the purpose of any other form of approval in relation to the Proposal or Large Renewable Project and/or proposed Connection Line or for any other purpose. Rated Criteria points will be used to rank the Registered Proponent's Proposal in relation to other Proposals received by the IESO under the LRP | RFP.
7. Though this resolution may impact the rank of the Registered Proponent's Proposal in relation to other Proposals received by the IESO, it does not guarantee a contract will be offered to the Registered Proponent under the LRP | RFP.

**[DULY RESOLVED BY THE LOCAL MUNICIPALITY]**

on the 4 day of August, 2015

1.	Name: Henry Hogg	Title: Reeve
	Signature: <i>Henry Hogg</i>	
2.	Name: E. Helen Yanch	Title: Deputy Reeve
	Signature: <i>E. Helen Yanch</i>	
3.	Name: <i>Bill Cox</i>	Title: Councillor
	Signature: <i>Bill Cox</i>	
4.	Name:	Title:
	Signature:	

**Prescribed Template – Municipal Council Support Resolution**

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July 2015

IESORP/f-LRPIRFP-013r3

5. Name:

Title:

Signature:

<Signature lines for elected representatives. At least one signature is required.>

**Prescribed Form – Municipal Meeting Confirmation**


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Name of the Large Renewable Project:	<u>Denbigh Wind Project</u>
Registered Proponent:	<u>Denbigh Wind LP</u>
Renewable Fuel of the Large Renewable Project:	<u>On-Shore Wind</u>
Contract Capacity of the Large Renewable Project <MW>:	<u>170MW</u>

Capitalized terms not defined herein have the meanings ascribed to them in the LRP I RFP.

The Local Municipality confirms to the IESO the following:

1. I am the/an Reeve of the Township of Addington Highlands (the "Local Municipality") and have the delegated authority to provide this confirmation on behalf of the Local Municipality and without personal liability.
2. The Registered Proponent has advised the Local Municipality that it proposes to develop, construct and operate a Large Renewable Project and/or proposed Connection Line, with the characteristics outlined in the table above, under the LRP I RFP.
3. On the 15 day of June, 2015, at Denbigh, ON, the Registered Proponent held a meeting with representatives of the Local Municipality to discuss the particulars of the Large Renewable Project and/or proposed Connection Line (the "Meeting").
4. Representatives of the Local Municipality that attended the Meeting are listed in Exhibit A.

Local Municipality: <u>Township of Addington Highlands</u>
Signature: 
Name: Henry Hogg
Title: Reeve
I have the authority to sign on behalf of the Local Municipality.
Dated this <u>14</u> day of <u>Aug</u> , 20 <u>15</u>

The Registered Proponent acknowledges that this confirmation:



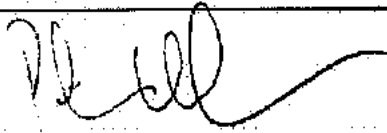
**Prescribed Form – Municipal Meeting Confirmation**

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Mar 2015

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1. is not an approval by the Local Municipality of the proposed Large Renewable Project and/or Connection Line;
2. is not a promise by the Local Municipality to host the proposed Large Renewable Project and/or Connection Line;
3. is not a contract and cannot be relied upon by the Registered Proponent, IESO or any third party as containing any promises by the Local Municipality; and
4. is only for the purpose of the Registered Proponent satisfying section 3.2.5(b) of the LRP | RFP and for no other purpose.

Registered Proponent: <u>Denbigh Wind LP</u>
Signature: 
Name: Peter Clibbon
Title: Senior Vice President, Development
I have the authority to bind the Registered Proponent.
Dated this <u>21</u> day of <u>August</u> , 201 <u>5</u>

**EXHIBIT A**

**REPRESENTATIVES OF THE LOCAL MUNICIPALITY THAT ATTENDED THE MEETING**

<This Exhibit can be duplicated as needed to accommodate additional signatures.>

*Bill Cox Councillor*

Name and title of representative from the Local Municipality

Name and title of representative from the Local Municipality

*B. Harley Dwyer Councillor*

Name and title of representative from the Local Municipality

Name and title of representative from the Local Municipality

*Tony Entick - Councillor*

Name and title of representative from the Local Municipality

Name and title of representative from the Local Municipality

*L. Helen Yarch Deputy Reeve*

Name and title of representative from the Local Municipality

Name and title of representative from the Local Municipality

*Jenny Hom Reeve*

Name and title of representative from the Local Municipality

Name and title of representative from the Local Municipality

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Name and title of representative from the Local Municipality

Name and title of representative from the Local Municipality

Name and title of representative from the Local Municipality

## Christine Reed

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**From:** Stephen Cookson <Stephen.Cookson@res-americas.com>  
**Sent:** August-24-15 5:54 PM  
**To:** Christine Reed (clerk@addingtonhighlands.ca); Patricia Gray (pgray@addingtonhighlands.ca)  
**Cc:** Katie Myrans (kmyrans@dillon.ca); Nadia Galati (ngalati@dillon.ca); Andrea Cosman  
**Subject:** RE: Public Open-House Meeting Summary Report

---

**Categories:** Wind Project

Christine, Patricia,

Please refer to my email below and note that I tried to send you a soft copy of this report below but it did not make it through to you as it is 15MB and seems to have exceeded your email size limit.

Please let me know if there is another way to send you larger files. If not, Katie or Nadia from Dillon will send you a link to their FTP site where you can download the report.

You should be receiving the hard copy tomorrow in any case, but it would be good for you to post the soft copy version so that the public can access easily. Again, please let me know if you have any questions or concerns.

As you can imagine, we're busy over here preparing our bid for the tender. We'll be in touch once the bid is in!

Best regards,  
Stephen

**From:** Stephen Cookson  
**Sent:** August 24, 2015 5:44 PM  
**To:** Christine Reed (clerk@addingtonhighlands.ca); Patricia Gray (pgray@addingtonhighlands.ca)  
**Cc:** Katie Myrans (kmyrans@dillon.ca); Nadia Galati (ngalati@dillon.ca); Andrea Cosman (Andrea.Cosman@res-americas.com)  
**Subject:** Public Open-House Meeting Summary Report

Christine, Patricia,

Please find attached a meeting summary report for the public open-house meeting that we held on July 2. We will be sending you a hard copy by courier arriving tomorrow.

It contains copies the official open-house questionnaires as well as responses to many of the questions that were asked on these, as well as many of those sent to us via letters and those posted to the website. These are a good summary of our responses and positions on many matters and hopefully gives you and council the information to answer citizens questions or a document to refer them to.

It also contains, in annex, copies of the panels that we presented. As mentioned to you previously, we could not include any panels showing the preliminary layout (including the layout maps and visual simulations – since these have layout maps as insets), given that this is sensitive information that could compromise our bid competitiveness. We will eventually, as part of the REA (Environmental Assessment) process, need to present our layout publically and in advance of any final consultations or approvals.

Please feel free to post the meeting summary report on the Township website. We would like the report to be available to citizens and obviously, the councillors. It will also be available for download on the project website.

Please let us know if you have any questions or if there are any additional questions that you think we have not answered in the report.

Thanks,  
Stephen

---

**Stephen Cookson**  
**Director - Desarrollo**  
**RES Chile SpA**

Andres Bello 2115, Oficina 1001, piso 10, Providencia, Santiago, Chile

Tel: +1 (514) 525-2113 x226

Cell: +1 (514) 409-4816

Chile Cell: +56 (9) 5207-3060

[stephen.cookson@res-americas.com](mailto:stephen.cookson@res-americas.com)

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**Categories:** Wind Project

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**To:** Patricia Gray; clerk@addingtonhighlands.ca; gmcfadden@bell.net  
**Cc:** Katie Myrans (kmyrans@dillon.ca)  
**Subject:** Township website  
**Attachments:** Notice of Public Community Meeting #1 - Denbigh - FINAL.pdf

**Categories:** Wind Project

Christine, Patricia,

I just wanted to point out that when reviewing the Township website, I find it a bit difficult to find the information that we have provided you on the RES Canada Denbigh Wind Project.

It is a bit mixed up with the information that you have posted about the NextEra Northpoint II project and not all the information that we've provided has been posted.

I know that it has been a busy summer and that you and Mr McFadden perhaps have not had time to organize this, but I think it might be a good idea to do so in coming weeks. This should help citizens get the information they are after and reduce the amount of inquiries to the Township in coming months, while we wait for the results of the tender. We have the following suggestions:

We note that the "Notices for Denbigh Wind Project" title on the main website is a bit confusing since the RES Canada project is called the Denbigh Wind Project and the NextEra project is called Northpoint II. Since both are proposed wind projects, perhaps the name for this main section could be "Proposed Wind Projects".

So far, we have provided you:

- A PDF of the PowerPoint presentation made to council on June 15
  - This is already posted in the "Notices for Denbigh Wind Project" on the intro page for the website, but the equivalent NextEra presentation to council is posted in the Public Notices/Wind Power section in the side-bar. Perhaps these should be posted together in a new section called "Presentations to Council Section" within the suggested "Proposed Wind Projects" section
- Notice for Public Community Meeting on June 17 (attached here again) – we think a good idea to show the notices that were provided so that folks can see that efforts were made to inform them about meetings, perhaps in a "Notices" section
- Meeting summary report – perhaps this can be added to the Notices section or a new "Reports" section

Finally, we noticed that you have provided a link to the NextEra website for their project, but not to ours. Can you please add a link to the RES Canada Denbigh Wind Project website: [www.denbighwind.com](http://www.denbighwind.com). It contains much of the information we have provided the Township as well as additional information related to the tender.

Hopefully this is helpful to you and Mr McFadden and gives us a good structure to continue sharing information about the projects.

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# DENBIGH WIND PROJECT

## Notice of Public Community Meeting

### For a Project Proposal Under the Large Renewable Procurement

The proponent identified below is proposing to submit a proposal to the Independent Electricity System Operator (IESO) to design, build, and operate a Large Renewable Project for the generation of electricity under the IESO's Large Renewable Procurement (LRP). The LRP is a competitive process for procuring long-term energy supply from large renewable energy projects with a capacity greater than 500 kilowatts. At the conclusion of the LRP, the IESO may award contracts for successful projects up to the specified procurement targets for each renewable fuel: 300 megawatts (MW) for wind, 140 MW for solar, 75 MW for waterpower, and 50 MW for bioenergy.

This notice is being distributed to notify members of the public of a public community meeting that has been scheduled to discuss the Large Renewable Project proposal. Information regarding the proponent, the Large Renewable Project proposal, and the meeting details are described below.

This public community meeting is being held as part of the early community engagement requirements of the LRP. The public community meeting will present details about the Large Renewable Project and its proposed connection line. Representatives of the proponent will be available to discuss the Large Renewable Project and the overall LRP process. Should this Large Renewable Project be awarded a contract, the Large Renewable Project would need to obtain all required permits and approvals and conduct any required further community engagement activities. Further details regarding the LRP are available at [www.ieso.ca/lrp](http://www.ieso.ca/lrp).

#### Proponent and the Large Renewable Project proposal

**Proponent:** Denbigh Wind LP

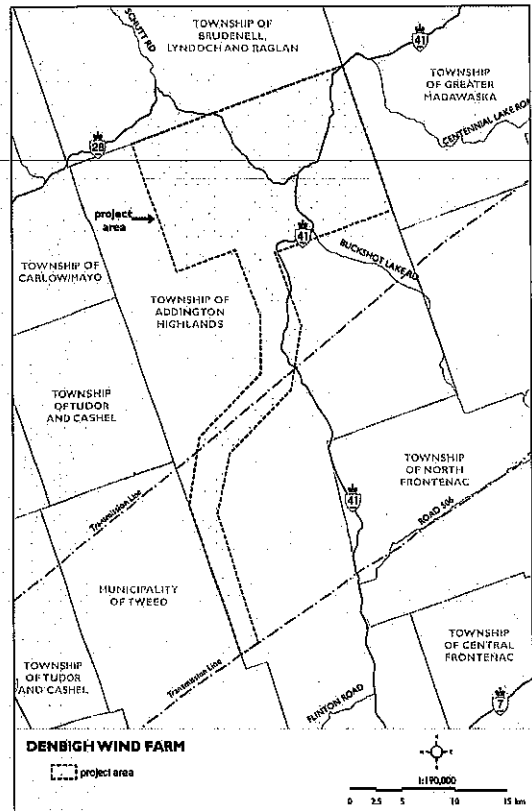
**Qualified Applicant:** Renewable Energy Systems Canada Inc.

**Name of the Large Renewable Project proposal:** Denbigh Wind Project

**Renewable fuel of the Large Renewable Project:** On-Shore Wind

**Proposed capacity of the Large Renewable Project (MW):** up to 170 MW

**Proposed connection point of the Large Renewable Project:** Connection to transmission line/circuit C27P or C28C



#### Proposed location of the Large Renewable Project and proposed connection line

The project area, illustrated in the map above, is to be located entirely within the Township of Addington Highlands. The project, minus the connection line, is proposed to be located on crown and private lands near the town of Denbigh, to the east and west of Highways 41 and 28. The connection line will run primarily on crown lands through the centre and southwestern portions of the Township of Addington Highlands. The provincial government has divided Ontario into grid areas known as crown land grid cells for the purpose of identifying the location of potential wind projects. The following crown land grid cells may contain project components:

1403895721	1403897381	1403893422	1403898463	1403897375	1403894848	1403892798	1403896277	1403894857	1403893980	1403894572	1403893669
1403897102	1403896832	1403893425	1403897924	1403890786	1403894849	1403894268	1403898461	1403892814	1403892509	1403893704	1403891929
1403893126	1403897650	1403893426	1403898195	1403892839	1403894854	1403893087	1403898194	1403894570	1403893379	1403895426	1403895426
1403893129	1403897648	1403891078	1403894285	1403892842	1403894856	1403894281	1403894579	1403891634	1403895423	1403895133	1403892521
1403893130	1403897649	1403891080	1403894286	1403891957	1403892520	1403894283	1403893705	1403892516	1403891931	1403895134	1403895429
1403893132	1403897652	1403892834	1403894287	1403891959	1403895141	1403893954	1403892811	1403894861	1403894266	1403895137	1403891636
1403891958	1403897654	1403893417	1403894293	1403897926	1403894280	1403894851	1403892226	1403895422	1403893090	1403895138	1403894858
1403893134	1403897655	1403897107	1403894294	1403892835	1403894850	1403893994	1403894269	1403894267	1403893091	1403895143	1403893701
1403892840	1403897656	1403890490	1403893427	1403892838	1403895135	1403891926	1403894852	1403894560	1403894270	1403895144	1403895145
1403894863	1403897657	1403897376	1403894582	1403890491	1403892519	1403894855	1403892517	1403895425	1403894273	1403891632	1403894246
1403893712	1403891372	1403897380	1403894292	1403897928	1403894562	1403892507	1403894561	1403892219	1403894274	1403893378	1403893092
1403893998	1403898730	1403897384	1403893709	1403893708	1403894568	1403892508	1403893955	1403893990	1403894278	1403893380	1403893958
1403898196	1403893131	1403890783	1403896556	1403893710	1403893979	1403894282	1403893993	1403891633	1403892813	1403893395	1403893381
1403891079	1403891371	1403892250	1403895442	1403893714	1403895136	1403895139	1403895142	1403891635	1403894564	1403893398	1403892802
1403892547	1403891665	1403892254	1403894868	1403893715	1403895140	1403893377	1403893327	1403892512	1403895420	1403891933	1403893670
1403891374	1403891666	1403897920	1403894869	1403893716	1403893665	1403893396	1403892220	1403892513	1403895428	1403891934	1403898194
1403897653	1403891668	1403897921	1403894002	1403894574	1403893978	1403892221	1403892217	1403892514	1403895421	1403892218	1403898194
1403890195	1403891670	1403897922	1403894003	1403893418	1403891924	1403892222	1403893667	1403892227	1403895424	1403892799	
1403894005	1403897317	1403897923	1403894004	1403894557	1403891925	1403892223	1403894564	1403892510	1403895427	1403892800	
1403890193	1403892256	1403897925	1403893997	1403894569	1403891928	1403892812	1403894565	1403892515	1403893957	1403892808	
1403895443	1403892541	1403897927	1403897382	1403894853	1403893376	1403892215	1403894566	1403894279	1403894567	1403892809	
1403892841	1403892542	1403893707	1403895157	1403892225	1403892518	1403893666	1403893394	1403894272	1403894559	1403892810	
1403894575	1403892543	1403893996	1403893419	1403893668	1403893088	1403894284	1403894571	1403891930	1403893689	1403893103	
1403894581	1403892544	1403891961	1403893420	1403893104	1403892216	1403893995	1403893686	1403891932	1403893991	1403894563	
1403891664	1403892546	1403891962	1403892249	1403893105	1403892224	1403896000	1403894242	1403893953	1403893956	1403893702	
1403897106	1403892549	1403891964	1403892251	1403892797	1403893687	1403896554	1403894243	1403892511	1403893992	1403893703	
1403890489	1403890784	1403890194	1403892252	1403894558	1403891927	1403895999	1403894245	1403894271	1403893106	1403893668	
1403893999	1403893421	1403898462	1403892257	1403894847	1403894846	1403896555	1403894845	1403893089	1403892801	1403894572	

#### Public community meeting information

**Date:** July 2, 2015

**Time:** 6:00 PM to 9:00 PM

**Location:** Denbigh Township Hall, 222 Hwy 28, Denbigh, Ontario

#### Contact information for the proponent

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